FILED FEBRUARY 19, 2013

STATE BAR COURT OF CALIFORNIA

HEARING DEPARTMENT - SAN FRANCISCO

In the Matter of **GEORGE HOLLAND, JR.,** **Member No. 216735,** A Member of the State Bar.	)))))))	Case No.: **10-O-04265** (10-O-08382 10-O-08530; 10-O-08532 10-O-10362; 10-O-10745); **12-O-11766 (Cons.)** **DECISION AND ORDER OF INVOLUNTARY INACTIVE ENROLLMENT**

Introduction[1]

In this disciplinary proceeding, respondent George Holland, Jr., is charged with multiple acts of misconduct in at least six client matters as well as a failure to pay and report judicial sanctions and obey court orders. The charged misconduct includes (1) creating a scheme to defraud; (2) making financial arrangements with non-lawyers; (3) maintaining unjust actions; (4) failing to perform with competence; (5) failing to respond to client inquiries; (6) failing to inform clients of significant developments; (7) appearing for a party without authority; (8) failing to refund unearned fees; (9) aiding the unauthorized practice of law; (10) charging and collecting unconscionable fees; (11) committing acts of moral turpitude (12) sharing legal fees with a non-lawyer; (13) misusing and commingling personal funds in client trust accounts; (14) failing to release client files; and (15) failing to obey court orders.

This court finds, by clear and convincing evidence, that respondent is culpable of most of the charges. Based upon the serious nature of the misconduct and the extent of culpability, as

[1] Unless otherwise indicated, all references to rules refer to the State Bar Rules of Professional Conduct. Furthermore, all statutory references are to the Business and Professions Code, unless otherwise indicated

well as the applicable mitigating and aggravating circumstances and the law, the court recommends that respondent be disbarred and that he be ordered to make restitution as set forth below.

Significant Procedural History

The Office of the Chief Trial Counsel of the State Bar of California (State Bar) initiated this proceeding by filing a Notice of Disciplinary Charges (NDC) on March 20, 2010, and a second NDC on August 15, 2012. Respondent filed responses to both. The matters were consolidated for trial at a September 10, 2012 status conference.

A 12-day trial was held in October and November 2012. The State Bar was represented by Assistant Chief Trial Counsel Donald Steedman and Senior Trial Counsel Rebecca Thompson during the October trial dates. Mr. Steedman represented the State Bar during the November trial dates. At various times, respondent was co-counsel with Phillip Feldman, Stephen J. Strauss and Audrey Shield.

On November 21, 2012, following closing briefs, the court took this matter under submission.

Findings of Fact and Conclusions of Law

Respondent was admitted to the practice of law in California on December 2, 2001, and has been a member of the State Bar of California at all times since that date.

Case Nos. 10-O-04265 [10-O-08382; 10-O-08530; 10-O-08532; 10-O-10745] – Scheme to Defraud

Facts

Respondent is the principal of the Holland Law Firm. In concert with non-lawyers from Nevada, he formulated, directed, controlled, authorized and participated in a foreclosure rescue

scheme to defraud distressed Filipino-American homeowners in California. Many of the non-lawyers were of Filipino descent and spoke Tagalog.

Distressed homeowners attended a seminar presented by American Recourse, LLC, whose organizer was Ramon Barrientos. The list of managers and managing members and/or agents of American Recourse include Fermin Barrientos, Carlo Corsame and Aida Miranda. Respondent admitted at trial that Ramon Barrientos was his client.

At the seminar, distressed homeowners were presented information about how to challenge their lender to produce the original note to stave off foreclosure and to file a lawsuit against the lender to obtain legal leverage.

Homeowners enrolled in an American Recourse, LLC, program and paid American Recourse, LLC, to write qualified written request (QWR) letters to their lenders. American Recourse, LLC, referred homeowners to respondent for foreclosure rescue/predatory lending litigation service. Respondent met with distressed homeowners and entered into a legal services fee agreement with each client for prosecution of a lender lawsuit. The client agreed to pay an initial retainer fee in the amount of $1,000 to $3,500 in advanced attorney's fees. The fee agreement contained an addendum whereby the client agreed to pay respondent $1,000 monthly payments, made payable to his billing company, Cranston-Allerton Services, LLC, a Nevada company. The owner, organizer and manager of Cranston-Allerton Services, LLC, was Ramon Barrientos.

At the time respondent and client entered into a legal services fee agreement, respondent encouraged the client to sign a joint venture agreement (agreement) with an "asset manager" for joint venture. The asset manager was Fermin Barrientos. The agreement gave the asset manager sole authority to negotiate with respondent for the best interest of the joint Venture. The agreement gave the asset manager a 50% interest in any award or settlements resulting from the

client's real property. From June 2009 through July 2011, respondent was the attorney of record in over 200 matters. Respondent failed to meet with the clients before the matters were filed, failed to review the client files and failed to make an independent assessment regarding the merits of the clients' claims.

Although in some cases respondent's clients had valid claims, respondent filed many cases only to generate income for himself. The clients were making monthly payments, many with their credit cards, so respondent had an interest in keeping the cases open as long as possible while performing as little work as possible. The court does not believe respondent's testimony that his only interest was keeping these clients in their homes as long as possible.

Respondent routinely failed to oppose motions to dismiss and, as a result, his clients' cases were dismissed. Respondent routinely failed to notify the clients that their matters were dismissed because he did not oppose the motions to dismiss. Many of the complaints respondent filed were boilerplate[2] and unserved. And, in many of the cases, respondent either did not file or did not record lis pendens.[3] In cases where respondent argued that there was a breach of contract by the mortgage holder, he did not attach the contract to the complaint. In many instances, complaints that had to be verified lacked verification.

Conclusions

Count 1 (§ 6106 [Moral Turpitude])

Section 6106 provides, in part, that the commission of any act involving dishonesty, moral turpitude, or corruption constitutes cause for suspension or disbarment.

[2] Many complaints filed by respondent did not set out the details of the loan and contained no actual facts about the clients.

[3] The purpose of a lis pendens is to notify prospective purchasers and encumbrancers that an interest acquired by them in property in litigation is subject to the decision of a court. While it is simply notice of pending litigation, the effect thereof on the property owner is constraining. Filing, but not recording, a lis pendens does not protect the homeowner.

Respondent engaged in a scheme to defraud these clients, by exploiting them for personal gain and accepting employment without the intent to perform. By engaging in a scheme to defraud these clients, by exploiting them for personal gain and accepting employment without an intent to perform, respondent committed an act involving moral turpitude, dishonesty or corruption in wilful violation of section 6106.

Count 2 - (Rule 1-320(A) [Sharing Fees with Non-Lawyers])

Rule 1-320(A) provides, with limited exceptions, that an attorney must not directly or indirectly share legal fees with a non-lawyer. There is clear and convincing evidence that respondent willfully violated this provision.

A group of non-lawyers operated out of Nevada and were led by Ramon Barrientos, Fermin Barrientos, Ronald Quince aka Quilang (Quince), Carlo Carsome and Aida Miranda. They needed an attorney for their scheme to defraud distress homeowners. State Bar investigator Amanda Gormley credibly testified that Quince told her he had gotten in trouble previously by trying to operate without an attorney. They sought and found respondent.

From June 2009 through at least July 2011, the client legal fees collected by respondent for lender lawsuits were split between respondent and these non-attorneys. By splitting the legal fees from his predatory lending/foreclosure rescue lawsuits with PTN Technologies, LLC, [4] Cranston-Allerton Services, LLC, Services, LLC, John Petersburg Enterprises, LLC, [5] 13 Chicago, Satori Trust, Tierra Barr Holdings, LLC, [6] Torrey Pines Jones, Carlo Corsame and non-attorney staff, respondent shared legal fees with non-lawyers or non-attorney entities. None of the managers of the companies were lawyers and Ramon Barrientos was respondent's client.

[4] The organizer and manager for PTN was Ramon Barrientos. Other managers included Cranston EYAC Holdings and Tierra Barr Holdings.
[5] Manager and manager members of John Petersburg Enterprises included Ronald Quilang (Quince) and Maria Quilang.
[6] The managers of this entity were Fermin and Roman Barrientos.

Count 3 - (§ 6068, subd. (c) [Attorney's Duty to Counsel/Maintain Only Legal or Just Actions or Defenses])

Section 6068, subdivision (c), provides that an attorney has a duty to counsel or maintain those proceedings, actions, or defenses only as appear to the attorney legal or just, except the defense of a person charged with a public offense.

The State Bar alleges that respondent, by and through his non-attorney staff, filed frivolous actions on behalf of his clients. He failed to review the files before the cases were filed and failed to interview the clients before the cases were filed. Respondent performed no independent analysis to determine if the clients' matters had merit. Many of the cases were dismissed because respondent failed to oppose the defendants' motion to dismiss. Respondent filed the predatory lending lawsuits to justify collection of his monthly legal fee. By permitting non-attorney staff to file frivolous lawsuits and by filing actions without respondent's review and independent analysis of the clients' matter prior to filing, respondent failed to counsel or maintain such actions, proceedings, or defenses only as appear to him legal or just in willful violation of section 6068, subdivision (c).

Case No. 10-O-04265 – Garcia Matter

In July 2009, Fernando Garcia entered into a service agreement with American Recourse and paid them $3,500. And on July 30, 2009, Garcia paid respondent $3,500 to prosecute a lawsuit against his mortgage holder.

On August 11, 2009, American Recourse prepared a QWR and sent it to Garcia with instructions to send it to certain agencies. The QWR, with its numerous requests and subparts,

was, essentially, a useless document and would only cause the bank to provide unhelpful documentation.

On September 10, 2009, Garcia signed respondent's legal services agreement and addendum, promising to pay an additional $1,000 per month for legal services. The fee agreement credited Garcia's earlier payment of $3,500. Garcia signed a blank joint venture agreement. Between October and December 2009, Garcia paid Cranston-Allerton Services, LLC, Services, an additional $3,500 in advanced attorney fees, for a total of $7,000.

Although he was paid, respondent took no steps to stop the foreclosure of Garcia's house. It was sold at public auction on October 8, 2009. On October 14, 2009, a Trustee's Deed Upon Sale was recorded in favor of Deutsche Bank National. On October 16, 2009, respondent filed a boilerplate civil complaint on Garcia's behalf. It did not state a factual basis for the claims. The origination claims were barred by the statute of limitations. The complaint was not verified. Respondent did not diligently prosecute the civil lawsuit. He did not serve the defendants, which resulted in the court's issuing an order to show cause (OSC). Service was not completed until March.

On March 12, 2010, defendants Onewest Bank and Mortgage Electronic Registration Systems, Inc., filed a demurrer and requested judicial notice of an almost identical complaint that respondent had filed on behalf of another client. On August 20, 2010, the defense removed the case to federal court. And on December 1, 2010, the defendants filed a motion to dismiss which respondent did not oppose. Instead, he voluntarily dismissed the entire action. Respondent claims that he lost contact with Garcia. If that is the case, he was not authorized to dismiss the action, but, rather, should have moved to withdraw.

On October 27, 2009, Deutsche Bank served Garcia with a written notice to vacate property and, on November 5, 2009, filed an unlawful detainer (UD) complaint against him.

Respondent provided no legal services in the UD and the case went by default. The bank's attorney credibly testified that he received no communications from either respondent or Garcia.

On December 15, 2009, Deutsche Bank received a writ of possession. Garcia and the other occupants were thereafter evicted from the property although their personal property remained in the premises.

Conclusions

Count 4 - (Rule 3-110(A) [Failure to Perform Legal Services with Competence])

Rule 3-110(A) provides that an attorney must not intentionally, recklessly or repeatedly fail to perform legal services with competence. By not providing any legal services of value in representing Garcia in connection with filing a lawsuit against Garcia's lender, respondent intentionally, recklessly or repeatedly failed to perform legal services with competence

Case No. 10-O-08382 – The Alipio Matter

Facts

In August 2009, Ireneo D. Alipio, Jr., attended a homeowner empowerment seminar presented by Fermin Barrientos of American Recourse, LLC. Homeowners were told they could obtain their homes outright by challenging the lender to produce the original note on the property. After the seminar, Fermin recommended that Alipio meet with respondent to pursue his legal options.[7]

On September 10, 2009, Alipio met with respondent and Quince[8] in connection with filing a lawsuit against his lender. He signed respondent's fee agreement for legal services in connection with filing a lawsuit against his lender for Alipio's Long Beach real property. He also signed an addendum to respondent's fee agreement to pay respondent ongoing legal fees of

[7] Alipio's native language is Tagalog and Ramon Barrientos is fluent in Tagalog.
[8] Quince is fluent in Tagalog.

$1,000 per month to prosecute his claim against his lender. Respondent instructed Alipio to pay his monthly legal fees to Cranston-Allerton Services, LLC, a Nevada company.

On September 10, 2009, Alipio signed a joint venture agreement with Quince, also known as asset manager, giving him sole authority to negotiate with respondent for the best interest of the joint venture. On September 10, 2009, Alipio paid advanced attorney's fees to respondent in the amount of $3,500. From August 13, 2009, through April 23, 2010, Alipio paid respondent, by and through Cranston-Allerton Services, LLC, a total of $11,988.35 in advanced attorney's fees for legal services in connection with filing a lawsuit against his lender. On September 21, 2009, respondent filed a complaint on behalf of Alipio, against his lender. (*Ireneo D. Alipio, Jr. v. Mandalay Mortgage, LLC, Los Angeles Superior Court,* case no. NCO53530 (first complaint)). A case management conference was set for February 18, 2010. Alipio credibly testified that no one ever discussed with him the complaint or the options of a loan modification, a short sale, or keys for cash. After their September 2009 meeting, he never met or spoke with respondent again.

On December 7, 2009, the court dismissed Alipio's case after respondent did not prosecute the first complaint. The problems with the first complaint were plentiful. It did not set forth the details of the loan and no date was pled for the default, therefore, the applicability of statutes could not be ascertained. The quiet title cause of action required verification, but there was none. And, worst of all, it was never served.

Respondent did not inform Alipio that the court dismissed the first complaint on December 7, 2009. On March 5, 2010, Alipio sent and respondent received an e-mail requesting a status update following the February 18, 2010 case management conference. On March 5, 2010, respondent sent him an e-mail and copied jointventure@gmail.com informing Alipio that a case management conference was a hearing to see where the case was and to schedule demurrers

if one was filed by the defendants. He did not inform Alipio that his case had been dismissed for lack of prosecution.

On April 19, 2010, Alipio sent and respondent received an e-mail inquiring if any demurrers had been filed and requesting a status update. In his reply, respondent stated that he would either amend the complaint to correct any factual issues or file a response to the demurrer. He also told Alipio that there were several defendants and each may be responsible for different things. Respondent informed Alipio that he could check the court's website but otherwise, most work was done outside the court. At the time respondent made these statements, he knew or should have known them to be false since Alipio's first complaint had been dismissed by the court on December 7, 2009.

On April 23, 2010, Alipio sent and respondent received an e-mail requesting a status update on his lawsuit and copies of proofs of service on defendants, lis pendens and responses and/or demurrers filed by defendants. In his April 23, 2010, reply, respondent informed Alipio that it would cost too much money and time to send Alipio all of the defendants' documents which were "voluminous." Respondent informed Alipio that he would send copies of documents he prepared and assured Alipio he was doing all he could to prevent the loss of his home. At the time respondent made these statements, he knew or should have known them to be false since the case had been dismissed on December 7, 2009.

On April 23, 2010, respondent filed a new complaint against Alipio's lender. (*Ireneo D. Alipio Jr. v. Mandalay Mortgage, LLC, et al, Los Angeles County Superior Court,* case no. NCO54447 (second complaint)). Respondent did not inform Alipio that he filed this second complaint. It contained the same errors as the first complaint.

On July 6, 2010, Alipio sent and respondent received an e-mail requesting a status update on the first complaint and copies of the documents referenced in Alipio's April 23, 2010 e-mail.

On July 7, 2010, respondent filed a new, verified complaint against Alipio's lender. (*Ireneo D. Alipio v. Mandalay Mortgage, LLC, et al,* Los Angeles County Superior Court, case no. NCO54806 (third complaint)).

Respondent did not inform Alipio that a third complaint had been filed. A verification was finally filed with the court, purportedly with Alipio's signature. However, Alipio testified that he never executed a verification and that the signature on the complaint was not his. The court believes that Alipio testified truthfully in all respects and that at no time did Alipio execute a verification for the third complaint.

On July 7, 2010, Alipio sent and respondent later received a letter via registered mail, requesting a status update on the first complaint and copies of documents. On July 15, 2010, Alipio independently discovered that the first complaint had been dismissed by the court on December 7, 2009. On that same date, Alipio sent and respondent later received a letter via registered mail informing him that he was aware the complaint was dismissed and demanding an explanation. Alipio also requested a refund and a response within 10 days. On July 15, 2010, Alipio received an e-mail from Kelly Bohn, respondent's non-attorney staff, informing him that she was assigned to his case and would be assisting with all aspects of it. Alipio informed Bohn that he was aware the first complaint dismissed.

On July 25, 2010, Alipio sent and respondent later received a letter via registered mail, terminating respondent's legal services and requesting a refund of all funds paid to respondent, including the initial engagement fee and monthly retainer fee from September 2009 through April 2010.

On September 14, 2010, respondent filed a request for dismissal of the second complaint without prejudice. Respondent did not inform Alipio that he filed and then dismissed the second complaint. Finally, on December 20, 2010, respondent filed a dismissal of the third complaint

without prejudice. Respondent did not inform Alipio that he filed and then dismissed the third complaint. Respondent continued to file pleadings through December 20, 2010, including a case management statement, despite Alipio's termination of respondent's legal services in July 2010.

Conclusions

Count 5A - (Rule 3-110(A) [Failure to Perform Legal Services with Competence])

The complaints on Alipio's case were boilerplate, without specific facts and alleged time-barred causes of action. The first complaint was never served and verified as required and was dismissed for lack of prosecution. Likewise, the second complaint was never served. Respondent also did not give Alipio any legal advice regarding the option of a short sale, a loan modification or keys for cash. By not prosecuting Alipio's litigation against his lender and by failing to perform any services of value on behalf of Alipio, respondent intentionally, recklessly, or repeatedly did not perform legal services with competence in willful violation of rule 3-110(A).

Count 5B - (§ 6068, subd. (m) [Failure to Communicate])

By not informing Alipio that his complaints had been filed and dismissed, respondent did not keep a client reasonably informed of significant developments in a matter in which respondent had agreed to provide legal services. Moreover, after Alipio's September 2009 meeting with respondent Alipio never spoke to respondent again in willful violation of section 6068, subdivision (m).

Count 5C - (§ 6106 [Moral Turpitude])

By misrepresenting the status of Alipio's first complaint on March 5, April 19 and 23, 2010; by filing a second complaint on Alipio's behalf without his knowledge; by filing with the court a verification that respondent knew or should have known that Alipio did not sign,

respondent committed acts involving moral turpitude, dishonesty or corruption in willful violation of section 6106.

Count 5D - (§ 6104 [Appearing Without Authority])

Section 6104 states, "Corruptly or willfully and without authority appearing as attorney for a party to an action or proceeding constitutes a cause for disbarment or suspension."

On April 23, 2010, respondent filed a second complaint on Alipio's behalf without his knowledge or consent. On July 7, respondent filed a third complaint on Alipio's behalf without his knowledge or consent. Moreover, respondent continued to file pleadings through December 20, 2010, including a case management statement despite Alipio's termination of respondent's legal services in July 2010. In so doing, respondent corruptly or willfully and without authority appeared as attorney for a party to an action or proceeding in willful violation of section 6104.

Count 5E - (Rule 3-700(D)(2) [Failure to Return Unearned Fees])

Rule 3-700(D)(2) requires an attorney, upon termination of employment, to promptly refund any part of a fee paid in advance that has not been earned. By not pursuing a civil action against Alipio's lender, respondent in effect abandoned Alipio. Respondent did not earn the $11,988.35 he received from Alipio. Alipio demanded a return of fees on July 15, 2010. Respondent has not refunded any funds to Alipio. By not returning the $11,988.35 in unearned fees to Alipio, respondent did not refund promptly any part of a fee paid in advance that has not been earned.

Case no. 10-O-08530– The Aurelio Matter

Facts

In September 2009, Norma Aurelio attended a homeowner empowerment seminar presented by Carlo Corsame of American Recourse, LLC. At the seminar, Aurelio was told that, if the Aurelios filed a lawsuit, they could potentially get their home free and clear because the

lender would have to present the original deed of trust and that, because the loans were securitized, most lenders did not have the original deed of trust.

At Corsame's recommendation, Aurelio met with respondent and Fermin Barrientos. On November 19, 2009, she retained respondent to prosecute claims on her behalf regarding her real property in San Pedro, California, which had already been foreclosed on by the lender.

On November 19, 2009, Aurelio signed respondent's fee agreement and paid advanced attorney's fees to respondent in the amount of $5,000 for legal services in connection with filing a lawsuit for Aurelio's real property. Aurelio also signed an addendum to respondent's fee agreement, to pay respondent ongoing legal fees of $1,000 per month to prosecute her lender lawsuit. On November 19, 2009, Aurelio entered into a joint venture agreement with Barrientos, also known as asset manager for the joint venture. The joint venture agreement gave Barrientos a security interest in Aurelio's real property and sole authority to negotiate with respondent for the best interest of the joint venture.

In December 2009, Aurelio paid respondent $5,000 in advanced attorney fees. Aurelio credibly testified that she paid respondent $2,500 in cash and then gave him a post-dated check. Respondent or his agents cashed the check early and it bounced. In December 2009, Aurelio then sent respondent s cashier's check to replace the bounced check. While respondent denies that he received $2,500 in cash the court does not believe him as in one of his answers to the State Bar he admitted receiving $2,500 in cash. At no time did Aurelio talk to respondent. At no time did respondent perform any work on Aurelio's lender lawsuit. Respondent did not perform any services of value on behalf of Aurelio.

On March 3, 2010, Aurelio sent and respondent later received a letter requesting a status update regarding her case and a meeting prior to filing an action with the court. He did not respond to the letter nor did he advise her that he had prepared a complaint.

On June 19, 2010, Aurelio sent and respondent later received a letter requesting a refund of the $5,000 paid in advanced attorney's fees. Aurelio took respondent to small claims court because no complaint had been filed in the matter. At best, all respondent could show is that he drafted a complaint. Aurelio was awarded $5,000 but, on August 2, 2011, respondent and Aurelio settled the issue of unearned fees for $2,500, after Aurelio obtained a small claims judgment against him. (*Norma Aurelio v. George Holland, Jr., Esq, and Fermin Barrientos,* Orange County Superior Court, case no. 30-2010-00396619-SC-SC-CJC.) This court believes that the Aurelios testified truthfully and disbelieves respondent.

Conclusions

Count 6A (Rule 3-110(A) [Failure to Perform Legal Services with Competence])

Respondent's purported pleadings were boilerplate. The pleading did not even mention that the loan was an FHA loan and, therefore, subject to special proceedings. By not providing any legal services in connection with prosecuting a claim against Aurelio's lender or perform any other legal services of value for Aurelio, respondent intentionally, recklessly or repeatedly did not perform legal services with competence in willful violation of rule 3-110(A).

Count 6B - (§ 6068, subd. (m) [Failure to Communicate])

By not responding to Aurelio's letters dated March 3 and June 19, 2010, respondent did not respond promptly to reasonable status inquires of a client in a matter in which respondent had agreed to provide legal services in willful violation of section 6068, subdivision (m).

Count 6C - (Rule 3-700(D)(2) [Failure to Return Unearned Fees])

By not returning Aurelio's unearned fees at the time of termination and only after Aurelio prevailed in a small claims action, respondent did not refund promptly any part of a fee paid in advance that has not been earned

Case no. 10-O-0853- The Ozaeta Matter

On June 1, 2009, Ronald and Lydia Ozaeta attended a homeowner empowerment seminar presented by Carlo Corsame of American Recourse, LLC. Homeowners were told they could obtain their homes outright by challenging the lender to produce the original note on the property. On June 1, 2009, the Ozaetas entered into a service agreement with American Recourse, LLC, to obtain loan documents from their lender and paid $3,000 pursuant to the terms of the contract.

On September 18, 2009, the Ozaetas received a notice of default from their lender regarding their home. The Ozaetas were advised by American Recourse, LLC, to hire respondent. On October 1, 2009, they met with respondent, Fermin Barrientos, a non-attorney notary public, in Santa Ana, California. On that same date, they signed respondent's fee agreement for legal services in connection with filing a lawsuit against their lender for the Ozaetas' real property in California City, California. They also signed an addendum to respondent's fee agreement to pay him ongoing legal fees of $1,000 per month to prosecute their claim against the lender.

On October 1, 2009, the Ozaetas also signed a joint venture agreement with Fermin Barrientos whereby he obtained a security interest in their real property. The joint venture agreement gave Fermin, also known as asset manager, sole authority to negotiate with respondent for the best interest of the joint venture. The terms of the joint venture agreement required the Ozaetas to contribute $1,000 as an initial investment, made payable to respondent

and a $5,000 contribution by the asset manager to PIN Technologies or any other entity the asset manager employed to do the discovery procedures. The joint venture agreement was executed in the presence of respondent and notarized by a notary public. Respondent instructed the Ozaetas to communicate directly with the joint venture. Respondent instructed the Ozaetas to make their monthly payments to Cranston-Allerton Services, LLC, Services, LLC, in Las Vegas. After the October meeting the Ozaetas had the clear understanding that respondent was a partner with Fermin and never met with respondent again.

On December 21, 2009, the Ozaetas received a notice of trustee's sale with a sale date of January 12, 2010. On December 23, 2009, the Ozaetas faxed this notice to joint venture. And on January 5, 2010, respondent filed a civil complaint against the Ozaetas' lender for various causes of action including unlawful business practices and breach of fiduciary duty. (*Ozaeta v. Aurora Loan Services*, Kern County Superior Court, case no. S1500-CV-269268). On January 2010, the Ozaetas received an invoice from Cranston-Allerton Services, LLC, respondent's billing service, to pay the $379.85 filing fee for the Kern County Superior Court action. Respondent did not communicate with the Ozaetas prior to filing the complaint against their lender. After respondent filed the complaint, he did not prosecute the action.

On January 12, 2010, the Ozaetas' home was sold at public auction to U.S. Distressed Mortgage Fund, LLC. And on January 14, 2010, three- and 90-day notices to quit was posted on the Ozaetas' home. They contacted the joint venture and were instructed to send the notice to joint venture for handling.

On January 18, 2010, the Ozaetas received an e-mail from Celerina Espena, non-attorney staff of respondent's. Espena prepared a response letter and instructed them to send it to the eviction company. Espena also advised them that they would be receiving an unlawful detainer action and requested they send joint venture a copy upon receipt. On January 24, 2010, the

Ozaetas received another three-day notice and again forwarded the notice to Espena. On January 26, 2010, title to the Ozaetas' home was transferred to U.S. Distressed Mortgage Fund, LLC.

On February 3, 2010, an unlawful detainer action was filed against the Ozaetas. (*U.S. Distressed Mortgage Fund, LLC, v. Ronald A. Ozaeta and Lydia L. Ozaeta*, Kern County Superior Court, case no. M-1502-C1-17737.) On February 4, 2010, the Ozaetas received an e-mail from non-attorney staff of joint venture with instructions to execute and fax the attached UD 105 form (Answer) to respondent and to contact joint venture to schedule an appointment with respondent to discuss further options regarding their case. On that same date, they signed the UD 105 form and e-mailed a copy to respondent. Thereafter, the Ozaetas sent an e-mail to joint venture requesting further instruction regarding their case.

On February 5, 2010, the Ozaetas were served with an unlawful detainer complaint and also received from respondent copies of a notice of motion to quash service of the unlawful detainer action and a request for production of documents prepared on their behalf. This is another case where respondent did not file a lis pendens. The Ozaetas believed respondent was working on the unlawful detainer action. Respondent did not file the notice of motion to quash service of the unlawful detainer action nor did he serve a request for production of documents on opposing counsel in the unlawful detainer action.

On February 5, 2010, respondent sent an e-mail to the Ozaetas and gave them two options for handling the unlawful detainer action: to pursue litigation or to file bankruptcy. On February 15, 2010, the Ozaetas sent an e-mail to joint venture requesting further information and advice following respondent's suggestion to either pursue the unlawful detainer action or file bankruptcy. The Ozaetas did not receive a response from joint venture. On February 17, 2010, the Ozaetas informed respondent that they wanted to fight the unlawful detainer action and asked him to provide information to support his recommendation to file for bankruptcy. On February

17, 2010, respondent sent an e-mail to the Ozaetas explaining that they were unlikely to prevail in the unlawful detainer action when he already knew that the unlawful detainer action had proceeded by way of default.

Between October 1, 2009 through February 2010, the Ozaetas paid respondent $5,379.85 in legal fees. Respondent collected an unconscionable fee of $5,379.85 in legal fees from the Ozaetas. On October 15, 2010, respondent sent the Ozaetas an invoice with a balance due of $8,472.50, reflecting a monthly retainer fee of $1,000 from March through October 2010. Respondent charged an unconscionable fee when he demanded $8,472.50 from the Ozaetas.

Conclusions

Count 7 -- (Rule 3-110(A) [Failure to Perform Legal Services with Competence])

Respondent performed no legal services of value on the Ozaetas' behalf. Respondent did not protect the home from the foreclosure sale, did not record a lis pendens, and filed a boilerplate complaint before the foreclosure without requesting a temporary restraining order.

By not prosecuting the civil action, by not taking any action in the unlawful detainer and by not performing any services of any value on behalf of the Ozaetas, respondent intentionally, recklessly, or repeatedly did not perform legal services with competence in willful violation of rule 3-110(A).

Count 7B - (Rule 1-300(A) [Aiding the Unauthorized Practice of Law])

Rule 1-300(A) provides that an attorney must not aid any person or entity in the unauthorized practice of law. During the time respondent represented them, the Ozaetas received information and legal advice from respondent's non-attorney staff and from the non-attorney staff of joint venture. Respondent knew that joint venture non-attorney staff and his own non-attorney staff were giving information and legal advice to the Ozaetas. By allowing respondent's and joint venture's non-attorney staff to give legal advice to the Ozaetas,

respondent aided a person or entity in the unauthorized practice of law in willful violation of rule 1-300(A).

Count 7C - (Rule 4-200(A) [Illegal Fee])

Rule 4-200(A) provides that an attorney must not charge, collect or enter into an agreement for an illegal or unconscionable fee. There is clear and convincing evidence that the fees charged or collected from the Ozaetas were unconscionable and in violation of rule 4-200(a) particularly because the amount of the fees was grossly disproportionate to the value of the services performed by respondent.

Respondent did not prosecute the civil action. Any work performed on the civil action or the unlawful detainer was performed by respondent's non-attorney staff or joint venture's non-attorney staff. The Ozaetas received no services of value from respondent in the civil or the unlawful detainer actions. Respondent met with the Ozaetas once when they signed the contract with him. He never even sent the Ozaetas a copy of the complaint.

Between October 1, 2009 through February 2010, the Ozaetas paid respondent $5,379.85 in legal fees. Respondent collected an unconscionable fee of $5,379.85 in legal fees from the Ozaetas. On October 15, 2010, respondent sent the Ozaetas an invoice with a balance due of $8,472.50, reflecting a monthly retainer fee of $1,000 from March through October 2010. Respondent charged an unconscionable fee when he demanded $8,472.50 from the Ozaetas.

Case no. 10-O-10362 – The Firmat/Moser Matter

Facts

In December 2009, Jennifer Moser hired Gary Jones, a non-attorney, to provide foreclosure rescue services for her Tustin, California, property. Jones is the principal of 3Arck Capital, LLC, a domestic limited liability company organized in the State of Ohio. 3Arck Capital, LLC, provides educational services to property owners who are faced with defaulting

notes, foreclosures and evictions. At no time has Jones been admitted to practice law in California or any state. In December 2009, Moser paid Jones $5,000 and authorized him to be her attorney-in-fact to negotiate directly with her lender.

On March 20, 2010, a civil complaint for wrongful foreclosure was filed on Moser's behalf. (*Jennifer Moser v. GRE Development, Inc., Orange County Sheriff's Department, Argent Mortgage Company, LLC, County of Orange and Does I through 50, inclusive,* Orange County Superior Court, case no. 30-2010-00353263-CU-OR-CJC.) The pleading bore respondent's caption as the attorney of record for Moser.

At all relevant times, respondent maintained Bank of America attorney client trust account number xxxxx-x2288[9] (hereinafter trust account or respondent's trust account). On June 16, 2010, Jones dba 3Arck Capital wire transferred $1,000 to respondent's trust account.

On June 20, 2010, respondent sent a letter to Moser informing her that at no time has he or his firm represented her and asking her to execute a substitution of attorney. This court, simply put, does not believe respondent's testimony that he was not Moser's lawyer. On June 22, 2010, respondent sent an e-mail to Jones and Henri Norris, an attorney licensed in the District of Columbia and the Northern District of California, but not licensed by the State of California, attaching discovery served by defendants; informing them that Moser's discovery responses were due in 15 days; and instructing Moser to respond to each discovery request on separate sheets of paper. Moreover, on June 23, 2010, Jones dba 3Arck Capital wire transferred $933.50 to respondent's trust account. On August 18, 2010, Moser exchanged e-mails with Nancy Layne, one of respondent's non-attorney staff.

On September 9, 2010, respondent sent Moser an e-mail advising her that the settlement conference and trial date had been rescheduled to September 14, 2010, in Department C15.

[9] Throughout this decision, the account numbers of respondent's trust accounts have been excluded to protect them from identity theft.

On the trial date, Moser appeared in court, requesting a continuance and a substitution of attorney. Respondent did not appear. Upon direction of the court, the clerk telephoned respondent to appear telephonically. Respondent informed the court that his law office did not represent Moser in the pending matter nor had he ever represented her personally, except that his law office represented Moser in a prior bankruptcy case. Respondent asserted that Gary Jones did not refer the matter to his office. Respondent informed the court that he had not received payment for legal services in the Moser matter. With respect to this matter, the court rejects respondent's testimony and finds him simply unbelievable.

As of February 3, 2011, the State Bar was conducting an investigation into the events generally set forth in Counts Eight (A) and (B). On February 25, 2011, respondent submitted documents in response to the State Bar's letter of inquiry dated February 3, 2011.

Further, in an August 18, 2011 response to the State Bar, respondent made the following false and misleading statements:

> "...My office never formed any relationship with Gary Jones and and/or his company 3 Arck Capital to represent Ms. Moser. In fact, I was not aware of 3 Arck Capital's existence until your letter and did not have any contracts, referrals, advertisements and/or invoices between me and Mr. Jones or had any information on his or Arck Capitals' whereabouts.
>
> "If Mr. Jones did refer Ms. Moser to my office then that was the only information I had about him and was not aware of 3 Arck Capital until your letter. Since your letter, I did conduct an internet search on 3 Arck Capital, LLC, and discovered its address as 2968 Atwood Terrance, Columbus, OH (614) 262-7726."

Respondent knew when he sent the response letter, that he was previously aware of 3Arck Capital's existence. In fact, Gary Jones dba 3Arck Capital transmitted wire transfer payments in the amount of $1,000 on June 16, 2010 and $933.50 on June 23, 2010, to respondent's trust account.

Conclusions

Count 8A - (§ 6106 [Moral Turpitude])

By not informing the court of respondent's communications with Moser regarding the status of her case on June 21, August 18 and September 9, 2010, and by not informing the court that respondent received payment for legal services from Gary Jones dba 3Arck Capital on June 16 and 23, 2010, respondent attempted to mislead the court, thereby committing acts involving moral turpitude, dishonesty or corruption in willful violation of section 6106.

Count 8B - (Rule 1-320(A) [Sharing Fees with Non-Lawyers])

The client legal fees collected by Gary Jones dba 3Arck Capital, LLC, on behalf of respondent for legal services were split between respondent and Gary Jones dba 3Arck Capital, LLC. By splitting the legal fees from Moser's wrongful foreclosure civil action with a non-attorney, Gary Jones dba 3Arck Capital, LLC, respondent shared legal fees with a person who is not a lawyer in willful violation of rule 1-320(A).

Count 8C - (§ 6106 [Moral Turpitude])

There is clear and convincing evidence that the misrepresentations respondent made to the State Bar in his letter of August 18, 2011, were deliberate and intentional in willful violation of section 6106.

Case no. 10-O-10745 The State Bar Investigation Matter

Between June 2009 and July 2011, respondent maintained three client trust funds account at Bank of America identified as: xxxxx-x2288; xxxxx-x3284; and xxxxx-x2052 (hereinafter trust account(s) or respondent's trust account(s)).

From June 2009 through July 2011, respondent did not promptly remove funds which he had earned as fees from respondent's trust accounts 2288, 3284 and 2052 as soon as his interest in the funds became fixed and, instead, left his fees in the accounts for the payment of his

personal expenses as needed. From June 2009 through July 2011, respondent repeatedly deposited non-client funds into his trust accounts, thereby commingling funds as follows:

Trust Account 2288

From June 2009 through July 2011, respondent repeatedly issued checks or wire transfers drawn upon respondent's trust account 2288, totaling $849,376.89 to pay non-attorneys, non-attorney staff, personal expenses and office expenses as follows:

Payor	**Payee**	**Amount Disbursed**
Holland Law Firm	PTN Technologies	$319,380.00
Holland Law Firm	Attorneys and non-attorneys associated with respondent	$249,343.50
Holland Law Firm	Respondent's personal use (Rent, DMV, PG&E, tuition)	$ 15,282.39
Holland Law Firm	Notary Carmen Islas	$ 2,000.00
Holland Law Firm	George Holland	$254,271.00
Holland Law Firm	8 different clients c/o Cranston-Allerton Services, LLC,	$ 9,100.00
TOTAL DISBURSEMENTS:		$849,376.89[10]

From June 2009 through July 2011, respondent's deposits into trust account 2288 totaled $1,195,072.75. Respondent deposited non-client funds into trust account 2288. Categories of income deposited into this trust account include, but are not limited to:

Payor	**Payee**	**Amount Deposited**
Cranston-Allerton Services, LLC,	Holland Law Firm	$387,730.00
PTN Technologies	Holland Law Firm	$ 17,200.00
Direct payments from approximately 142 clients	Holland Law Firm	$543,190.20
SUBTOTAL DEPOSITS:		$948,120.203

[10] From June 2009 through July 2011, credits into respondent's trust account 2288 totaled $1,195,072.75.

Trust Account 2052

From June 2009 through July 2011, respondent repeatedly issued checks or wire transfers drawn upon respondent's trust account 2052, totaling $341,136.87, to pay non-attorneys, non-attorney staff and personal expenses as follows:

Payor	Payee	Amount Disbursed
Holland Law Firm	George Holland	$141,737.00
Holland Law Firm	Various attorneys associated with respondent	$ 41,325.00
Holland Law Firm	Mark Winston	$ 16, 871.00
Holland Law Firm	Tierra Barr Holdings	$ 13,000.00
Holland Law Firm	Tatum Wehr	$ 12,881.00
Holland Law Firm	Respondent's personal use (Sprint, Comcast, DMV, tuition)	$ 12,656.77
Holland Law Firm	Cranston-Allerton Services, LLC,	$ 11,769.95
Holland Law Firm	PTN Technologies	$ 10,463.61
Holland Law Firm	Torrey Pines	$ 10,564.30
Holland Law Firm	Satori Trust	$ 10,000.00
Holland Law Firm	Kelly Bohn	$ 9,333.55
Holland Law Firm	Aida Miranda	$ 8,872.19
Holland Law Firm	Carlo Corsame	$ 7,750.00
Holland Law Firm	Bretton Woods	$ 7,500.00
Holland Law Firm	Francisco Balagtas	$ 7,272.00
Holland Law Firm	Celso Thomas Valmores	$ 7,000.00
Holland Law Firm	Rocio Gaspar	$ 6,640.50
Holland Law Firm	13 Chicago	$ 5,500.00
TOTAL DISBURSEMENTS:		$341,136.87

From June 2009 through July 2011, respondent's deposits into trust account 2052 totaled $680,313.20. He deposited non- client funds into this trust account. Categories of income deposited into trust account 2052 include, but are not limited to:

Payor	Payee	Amount Deposited
Direct payments from approximately 90 clients	Holland Law Firm	$490,782.21
Cranston-Allerton Services, LLC,	Holland Law Firm	$ 34,100.00
Paul Adras, Nevada attorney	Holland Law Firm	$ 20,475.00
Respondent's CTA 3284	Holland. Law Firm	$ 7,211.99
Donato & Anita Taa	Holland Law Firm	$ 7,075.00

SUBTOTAL DEPOSITS:		$559,644.204[11]

On May 18, 2010, respondent added Aida Miranda, a non-attorney, as a signer on respondent's trust account 2052. Miranda identified herself as "administrator" on the trust account application and operated respondent's office in Nevada.

Trust Account 3284

From June 2009 through July 2011, respondent repeatedly issued checks or wire transfers drawn upon respondent's trust account 3284, totaling $241,218.56 to pay non-attorneys, non-attorney staff and personal expenses as follows:

Payor	**Payee**	**Amount Disbursed**
Holland Law Firm	George Holland	$146,040.62
Holland Law Firm	Torrey Pines	$ 23,142.91
Holland Law Firm	Aida Miranda	$ 16,520.70
Holland Law Firm	Kelly Bohn	$ 14,200.00
Holland Law Firm	Tatum Wehr	$ 13,077.00
Holland Law Firm	Filing Fees, various CA courts	$ 7,203.50
Holland Law Firm	Francisco Balagtas	$ 6,992.34
Holland Law Firm	Respondent's personal use (DMV, rent, car payments)	$ 4,464.68
Holland Law Firm	John Petersburg Enterprises	$ 4,376.82
Holland Law Firm	Celso Thomas Valmores	$ 3,500.00
Holland Law Firm	13 Chicago	$ 1,700.00
TOTAL DISBURSEMENTS:		$241,218.56

From June 2009 through July 2011, credits into respondent's trust account 3284 totaled $300,490.87. Respondent deposited non-client funds into this trust account. Categories of income deposited into this trust account include, but are not limited to:

Payor	**Payee**	**Amount Deposited**
Direct payments from approximately 65 clients	Holland Law Firm	$221,987.84
Respondent's trust account 2052	Holland Law Firm	$ 39,512.64
Cash deposits	Holland Law Firm	$ 12,540.00

[11] From June 2009 through July 2011, credits into respondent's trust account 2052 totaled $680,313.20.

Paul Adras		$ 9,909.15
Terry Law Group, LLC,	Holland Law Firm	$ 500.00
John Petersburg Enterprises	Holland Law Firm	$ 333.84
SUBTOTAL DEPOSITS:		$ 284,783.43[12]

Respondent admits that he made errors. He admitted at trial that he commingled and paid personal bills out of his trust accounts. However, he says it was a result of mistake, neglect and depression as he was going through a divorce and his daughter had been sexually assaulted during his time frame.

Conclusions

Count 9 - (Rule 4-100(A) [Failure to Maintain Client Funds in Trust Account])

Rule 4-100(A) provides that all funds received or held for the benefit of clients must be deposited in a client trust account and no funds belonging to the attorney or law firm must be deposited therein or otherwise commingled therewith, except for limited exceptions.

By leaving his fees in his trust accounts 2052, 3284 and 2288 for withdrawal as needed to pay personal expenses, respondent commingled funds belonging to respondent in a bank account labeled "Trust Account," "Client Fund's Account" or words of similar import in willful violation of rule 4-100(A). By depositing non-client funds into his trust accounts 2052, 3284 and 2288, respondent deposited or commingled funds belonging to respondent in a bank account labeled "Trust Account," "Client Fund's Account" or words of similar import in willful violation of rule 4-100(A).

[12] From June 2009 through July 2011, credits into respondent's trust account 3284 totaled $300,490.87.

Case no. 11-O-13318 - The Taa Matter

Facts

In August 2009, Donato and Anita Taa attended a real estate seminar about predatory lending litigation. At the seminar, the Taas were referred to respondent for foreclosure litigation services. On August 11, 2009, the Taas employed respondent to provide legal services in connection with filing a lawsuit against the Taas' lender on their Milpitas, California real property. The Taas paid respondent $3,500 in advanced attorney's fees and also signed an addendum to respondent's fee agreement to pay him ongoing legal fees of $1,000 per month to prosecute their complaint. Respondent instructed the Taas to send payment to his billing company, Cranston-Allerton Services, LLC, a Nevada company. After receiving payment, respondent never met with the Taas again.

From October 21, 2009, through November 14, 2010, the Taas paid respondent a total of $17,000 in advanced attorney's fees and $581 in costs in connection with filing a lawsuit against their lender. On October 5, 2009, respondent filed a complaint on behalf of the Taas against their lender. (*Donato B. Taa and Anita P. Taa v. Ampro Mortgage Corporation; Quality Loan Service Corporation; Washington Mutual Bank dba IP Morgan Chase Bank; Mortgage Electronic Systems, Inc. and Does 1 - 250, inclusive,* Santa Clara County Superior Court, case no. 1-09-CV-154199).

Attorney William M. Pierce (SBN 184257) specially appeared on respondent's behalf at a March 2, 2010, a case management conference on the Taas case. The court issued an OSC and ordered respondent to appear for not serving the defendants. The OSC hearing was set for May 6, 2010. Respondent received notice of it. On March 16 and 24, 2010, respectively, respondent filed proofs of service on the defendants with the court.

At the May 6, 2010 OSC hearing, attorney William M. Pierce specially appeared on respondent's behalf. The hearing was taken off-calendar. The court set a case management conference for September 7, 2010 and respondent received notice of it. On May 12, 2010, respondent filed a request for dismissal as to defendant Ampro Mortgage Corporation.

On May 24, 2010, defendants JP Morgan Chase Bank, N.A., and Mortgage Electronic Registration Systems filed a demurrer to the complaint. Respondent did not file an opposition to the demurrer. On September 7, 2010, defendants' demurrer to the Taas complaint was sustained without leave to amend. Attorney William M. Pierce specially appeared on respondent's behalf. On September 7, 2010, counsel for defendant JP Morgan Chase Bank served the notice of ruling on respondent at his official membership records address by U.S. mail and facsimile. Respondent received it.

On December 6, 2010, the Taas received a notice of trustee's sale of their property. The next day, the Taas sent respondent an e-mail informing him that Celerina, respondent's non-attorney staff, was not responding to their inquires. The Taas also requested a status update on their case. In a December 7, 2010, e-mail, respondent instructed the Taas to fax a copy of the notice of trustee's sale to his office. Respondent informed them that the case was in litigation. At the time respondent made this statement, he knew or should have known the statement to be false.

On December 8, 2010, the Taas faxed the notice of trustee's sale to respondent and requested a confirmation from respondent upon receipt, which he did the next day. And on December 13, 2010, the Taas sent and respondent received an e-mail requesting a status update. Shortly thereafter, respondent sent them an e-mail informing them that his office would be contacting them soon. That same day, they received an e-mail from Kelly Bohn, a non-attorney staff from respondent's office, who informed them that she had been assigned to personally

assist them with all aspects of their case and to refer all correspondence directly to her attention. At the time Bohn made this statement, the Taas complaint had been dismissed by the court.

On December 14, 2010, Bohn sent respondent an e-mail informing him that she spoke with the Taas and that they were going to contact their lender about a loan modification and the possibility of postponing the trustee's sale. While respondent represented the Taas, he delegated the handling of their file and communication with them to non-attorney staff in his office. All information and legal advice the Taas received was given by respondent's non-attorney staff. Respondent knew or was grossly negligent in not knowing that his non-attorney staff was giving the Taas legal advice.

In January 2011, the Taas independently reviewed their court file and learned that defendants' demurrer as to all causes of action was sustained without leave to amend on September 7, 2010. Respondent did not prosecute the Taas complaint. Any work performed on the Taas complaint was performed by respondent's non-attorney staff. Respondent performed no legal services of value on the Taas' behalf related to their lender lawsuit. From October 21, 2009, through November 14, 2010, the Taas paid respondent a total of $17,000, in advanced attorney's fees and $580 in costs in connection with filing a lawsuit against their lender.

On January 24, 2011, the Taas sent and respondent later received a letter terminating his legal services and requesting a return of their client file and a refund of all attorneys fees paid to him. Respondent has not returned the client file nor refunded $17,580 in fees the Taas paid him. On January 31, 2011, respondent sent the Taas a letter and invoice informing them of an outstanding balance of $1,699.85 in attorney's fees. This, after respondent continued to collect from the Taas after their case had been dismissed with prejudice.

Conclusions

Count 10A - (Rule 3-110(A) [Failure to Perform Legal Services with Competence])

The complaint filed in the Taas matter was boilerplate and was not served in a timely manner. A lis pendens was filed but never recorded. The amount of the loan was incorrect. While the complaint alleged a breach of contract, the contract was never attached to the complaint. Respondent never filed an opposition to the demurrer. In short, by filing a boilerplate complaint and not filing an opposition to defendants' demurrer or to perform any other legal services of value for the Taas, respondent intentionally, recklessly, or repeatedly did not perform legal services with competence in willful violation of rule 3-110(A).

Count 10B - (§ 6106 [Moral Turpitude])

By misrepresenting to the Taas that their case was in litigation on December 7, 2010, and by instructing non-attorney staff to communicate with them about the status of their case on December 7, 13 and 14, 2010, although the court had dismissed their case on September 7, 2010, respondent attempted to mislead the Taas, thereby committing acts involving moral turpitude, dishonesty or corruption in willful violation of section 6106.

Count 10 C - (Rule 3-700(D)(1) [Failure to Return Client Papers/Property])

Rule 3-700(D)(1) requires an attorney, upon termination of employment, to promptly release to the client, at the client's request, all client papers and property, subject to any protective order or non-disclosure agreement. This includes pleadings, correspondence, exhibits, deposition transcripts, physical evidence, expert's reports and other items reasonably necessary to the client's representation, whether the client has paid for them or not.

By not returning the client file to the Taas after being asked to do so when he was terminated, respondent did not release promptly, upon termination of employment, to the client, at the request of the client, all the client papers and property.

Count 10D - (Rule 3-700(D)(2) [Failure to Return Unearned Fees])

Rule 3-700(D)(2) requires an attorney, upon termination of employment, to promptly refund any part of a fee paid in advance that has not been earned. Respondent did not earn any of the advanced fees paid by the Taas. By failing to return $17,580 in unearned fees and costs to the Taas, respondent failed to refund promptly any part of a fee paid in advance that had not been earned in willful violation of rule 3-700(D)(2).

Count 10E - (§ 6068, subd. (m) [Failure to Communicate])

By not informing the Taas that the court sustained defendants' demurrer without leave to amend, resulting in a dismissal of their complaint, respondent did not keep a client reasonably informed of significant developments in a matter in which respondent had agreed to provide legal services in willful violation of section 6068, subdivision (m).

Count 10F - (Rule 1-300(A) [Aiding the Unauthorized Practice of Law])

During the time that the Taas were represented by respondent, respondent delegated the handling of the Taas client file and communication with Taas, to non-attorney staff in his office. All information and legal advice that the Taas received was given by the non-attorney staff of respondent. By allowing his non-attorney staff to give legal advice to the Taas, respondent aided a person or entity in the unauthorized practice of law in willful violation of rule 1-300(A).

Count 10G - (Rule 4-200(A) [Illegal Fee])

Respondent charged an unconscionable fee when he demanded $1,699.85 from the Taas. Respondent collected an unconscionable fee of $17,580 in legal fees and costs from the Taas. These fees were unconscionable under the factors set forth in rule 4-200, particularly because the amount of the fees was grossly disproportionate to the value of the services performed by respondent.

Case Nos. 10-O-04265 [10-O-08382; 10-O-08530; 10-O-08532; 10-O-10745] - State Bar Investigation

As of September 28, 2010, the State Bar was conducting an investigation into allegations of misconduct regarding the Aurelio matter. On October 28, 2010, respondent sent a response letter to the State Bar that contained the following false and misleading statement:

"I have no personal or professional business relationship with American Recourse, LLC, or joint ventures and I am unaware of their business addresses or principals."

Respondent knew that, when he sent that letter to the State Bar, he was aware of and had a professional relationship with joint venture and American Recourse, LLC.

As of August 9, 2011, the State Bar was conducting an investigation into allegations of misconduct in the Ozaeta matter. On September 9, 2011, respondent sent a response letter to the State Bar that contained the following false and misleading statement:

"I have no knowledge of joint ventures/asset manager and never had or have any relationship with that company or its principals."

Respondent knew when he sent that letter to the State Bar that he was aware of and had a professional relationship with joint venture and American Recourse, LLC.

As of August 16, 2011, the State Bar was conducting an investigation into allegations of misconduct in the Garcia matter. On September 12, 2011, respondent sent a response letter to the State Bar that contained the following false and misleading statement:

"I am not familiar with nor did I have any information about or ever had any involvement with joint venture. Furthermore, I did not attend, participate in any seminar presented by American Recourse nor did I ever have any relationship to it."

Respondent knew when he sent that letter to the State Bar that he was aware of and had a professional relationship with joint venture and American Recourse, LLC, and had attended seminars presented by American Recourse, LLC.

Respondent knew when he sent the aforementioned response letters to the State Bar that he had a business relationship with American Recourse, LLC, and was aware of their business address or principals. Respondent had a business relationship with joint venture and was aware of their business address or principals.

Conclusions

Count 11 - (§ 6106 [Moral Turpitude])

By making the aforementioned false and misleading statements on October 28, 2010 and September 9 and 12, 2011, respondent committed acts involving moral turpitude, dishonesty and corruption in willful violation of section 6106.

The Second NDC

Case no. 12-O-11766 – Bankruptcy Court in the Northern District of California (Oakland)

Facts

On June 30, 2009, respondent filed and remained counsel of record on Miguel Avalos' Chapter 7 bankruptcy petition in the United States Bankruptcy Court, Northern District of California (Oakland). (*In re Miguel Avalos*, case no. 09-45803.)

On August 26, 2009, the court sanctioned respondent $1,000 in the Avalos case and ordered him to file evidence of payment within 30 days. Respondent knew about the order, which remained in full force and effect. Respondent paid the sanctions to the court on September 22, 2009, but did not report the sanctions to the State Bar prior to the expiration of the 30-day deadline or at any time thereafter.

Between December 2009 and February 5, 2010, respondent electronically-filed numerous cases in the Bankruptcy Court for the Northern District of California although venue was proper in another jurisdiction, as follows:

Case no.	Respondent's Client
09-72196	Tita Andrea Garma
09-72398	Luis Garcia
09-72423	Sharon Honning
10-40053	Jesse R. Malaguit
10-40087	Gracenilda Esperanza
10-40114	Heinz Gisel
10-40122	James B. Johnson
10-40190	Lope G. Ochoa
10-40229	Dante Carlos
10-40383	Amram Havivi
10-40384	Rogelio D. Laganse and Constancia M. Laganse
10-40523	Allan Magbual
10-40737	Nestor Ricaplaza
10-40738	Emeterio S. Santiago
10-40750	Jennifer Werth
10-40751	Reuel Cipriano
10-40752	Marc Abenoja
10-40753	Jetrick T. Tablang
10-41634	Tita Andrea Garma
10-41635	Heinz Gisel

Furthermore, on January 25, 2010, respondent filed a Chapter 7 bankruptcy petition in the United States Bankruptcy Court, Northern District of California (Oakland) on behalf of Marc Abenoja (*In re Marc Abenoja,* case no. 10-40752.) The petition listed the attorneys as respondent and Henri Norris, an attorney licensed in the District of Columbia and the Northern District of California, but not licensed by the State of California.

On February 5, 2010, the court then issued an OSC as to why he should not be sanctioned, including suspension or disbarment from practicing in bankruptcy court, for repeatedly disregarding the local rules. This order referenced the sanction order in the *Avalos* case and noted that, since December 2009, respondent had filed at least 17 bankruptcy cases in the Oakland division of the court although venue was proper in another district. Respondent was ordered to appear on March 3, 2010. Respondent had notice of the OSC, which remained in full force and effect.

Respondent did not appear at the March 3, 2010 hearing but Norris did. When asked about respondent's whereabouts, Norris informed the court that she was responsible for the case. The court instructed Norris that respondent was named in the OSC and was ordered to appear. The matter was continued to April 7, 2010.

On March 8, 2010, the court issued a written order stating in part as follows:

"1) If Holland, Norris or any other person working from, for or in connection with the Law Office of George Holland Jr., files a case after March 3, 2010, in this court where venue as to the district or division is improper, Holland's CM/ECF electronic filing status will be immediately revoked.

"2) By no later than March 31, 2010, Holland and Norris shall file with the Court separate declarations stating the compensation each has received for services performed in connection with the following cases filed in the Bankruptcy Court for the Northern District of California:

09-72196	Tita Andrea Garma
09-72398	Luis Garcia
09-72423	Sharon Honning
10-40053	Jesse R. Malaguit
10-40087	Gracenilda Esperanza
10-40114	Heinz Gisel
10-40122	James B. Johnson
10-40190	Lope G. Ochoa
10-40229	Dante Carlos
10-40383	Amram Havivi
10-40384	Rogelio D. Laganse and Constancia M. Laganse
10-40523	Allan Magbual
10-40737	Nestor Ricaplaza
10-40738	Emeterio S. Santiago
10-40750	Jennifer Werth
10-40751	Reuel Cipriano
10-40752	Marc Abenoja
10-40753	Jetrick T. Tablang
10-41634	Tita Andrea Garma
10-41635	Heinz Gisel

"3) Holland and Norris are hereby ordered to personally appear on April 7, 2010, at 9:30 a.m. in the United States Bankruptcy Court, 1300 Clay Street, Courtroom 220, Oakland, California and

show cause why they should not be sanctioned, including suspension or disbarment from practice in this Court, for repeated disregard of the Local Rules, filing requirements, the *Sanction Order* and the *OSC*. *See*, *In re Lehtinen*, 564 F.3d 1052 (9th Cir. 2009) (bankruptcy court authorized to suspend attorney from practice under its inherent authority to sanction for bad faith conduct); and "4) A failure by Holland or Norris to appear at the April 7, 2010 hearing shall result in immediate disbarment from practice in the Northern District of California."

Respondent was aware of the order, which remained in full force and effect.

Respondent filed a responsive declaration stating, among other things, that attorney Della Smith had received $1,500 from debtor Garma; that Smith performed services for debtor Gisel, but did not receive a fee and that Norris received compensation for most of the remaining cases. Norris provided a declaration indicating the fees she had received from the clients. It turns out that this was a lie. As it turns out, both Garma and Gisel paid funds directly to respondent, not Smith. Respondent did not transfer these fee payments to Smith, but instead paid her a flat salary out of his trust account. Likewise, respondent did not turn over these fee payments to Norris, but instead paid her a flat salary out of his trust accounts.

On April 7, 2010, respondent, Norris and Smith appeared at the court-ordered hearing. The court indicated that it would order respondent, Norris and Smith to disgorge, no later than May 7, 2010, all compensation received for services performed in connection with the clients listed in its March 8, 2010 order. On April 12, 2010, the court issued a written order to that effect. Respondent was aware of the April 12, 2010 order and the order remained in full force and effect.

Pursuant to the April 12, 2010 order, respondent owed refunds to the following clients:

Luis Garcia
Sharon Honning
Jesse R. Malaguit

Gracenilda Esperanza
Heinz Gisel
James B. Johnson
Lope G. Ochoa
Dante Carlos
Amram Havivi
Rogelio D. Laganse and Constancia M. Laganse
Allan Magbual
Nestor Ricaplaza
Emeterio S. Santiago
Jennifer Werth
Reuel Cipriano
Marc Abenoja
Jetrick T. Tablang

The April 12, 2010 order was a significant development in the legal matters of the clients to whom respondent owed these refunds. Respondent did not inform any of those clients that the April 12, 2010 order had been issued or that the court had ordered that refunds be made. At trial, Heinz Gisel, Gracenilda Esperanza, Marc Abenoja, Regelio Laganse and Mary Cipriano all testified that they hired the Holland Law firm, not Smith or Norris. Norris used a business card identifying herself as "of counsel" to the Holland Law Firm. This court finds that these bankruptcy clients were clients of respondent's law firm and that respondent had ultimate responsibility for making court- ordered refunds. Respondent did not inform any of those clients that the April 12, 2010 order had been issued or that the court had ordered refunds.

On May 6, 2010, respondent electronically filed a proof of payments with the court as directed by the April 12, 2010 court order. Respondent attached copies of the front sides of checks, totaling $9,100.00, drawn on his Holland Law Firm trust account number ending in 2288 and purportedly signed by respondent, as follows:

Check Number	**Payee**	**Amount**	**Date**
5154	Heinz Gisel	$1,500.00	May 3, 2010
5155	Gracenilda Esperanza	$1,500.00	May 3, 2010
5156	Nestor Ricaplaza	$ 800.00	May 3, 2010
5157	Emeterio S. Santiago	$1,000.00	May 4, 2010

5158	Marc Abenoja	$1,500.00	May 4, 2010
5159	Jetrick T. Tablang	$ 800.00	May 4, 2010
5160	Dante Carlos	$1,000.00	May 4, 2010
5161	Lope G. Ochoa	$1,000.00	May 4, 2010

Respondent tried to convince the court that he had sent these checks to the clients. However, respondent did not do so. No payments were made to the clients. Instead, after providing these check copies to the court, respondent altered each of them to make them payable to Cranston Allerton Holdings. Cranston Allerton Holdings was an entity operated by a non-attorney associate of respondent, Fermin Barrientos, in Las Vegas, Nevada. Fermin and Cranston Allerton Holdings were unrelated to any of the clients to whom respondent owed a refund. Respondent gave the altered checks totaling $9,100 to Fermin and Cranston Allerton Holdings.

Respondent and Cranston Allerton Holdings then engaged in bank transactions, the effect of which was to transfer the funds to Cranston Allerton Holdings and then return them to respondent. Fermin and Cranston Allerton Holdings paid respondent $9,100 by means of a check no. 1090 for $9,100 dated May 25, 2010, and drawn on Wells Fargo Bank account number ending in 7124 that was deposited into respondent's trust account number ending with 2288 on May 27, 2010. On May 28, 2010, the above-mentioned altered checks were deposited into the Cranston Allerton Holdings Wells Fargo Bank account number ending with 7124 in Las Vegas.

This court does not believe that respondent had no knowledge that the checks were cashed by someone other than the clients.

Respondent never paid any of the clients identified in his proof of payment, but instead sought to defraud the court and his clients by (1) filing the false and misleading proof of payment and (2) structuring the transactions to and from Fermin Barrientos/Cranston Allerton Holdings to create a misleading bank record, i.e., the monthly statement. Specifically, the monthly statement

would show that the checks identified in the proof of payment had been cashed, but would not show that the checks had been cashed by someone other than the clients.

Finally on May 7, 2010, respondent electronically filed a second proof of payments, attaching copies of checks totaling $8,300.00, which Norris purportedly wrote on her Union Bank of California account, as follows:

Check Number	Payee	Amount	Date
604	Luis Garcia	$1,800.00	May 4, 2010
605	Sharon Honning	$ 500.00	May 4, 2010
606	Jesse R. Malaguit	$1,500.00	May 4, 2010
608	Rogelio and Constancia Laganse	$1,200.00	May 4, 2010
609	Allan Magbual	$1,500.00	May 4, 2010
610	Reuel Cipriano	$1,800.00	May 4, 2010

Respondent thereby attempted to convince the court that Norris had sent these checks to the clients. However, Norris did not do so and no payments were made to any of the clients. Respondent either knew that Norris had not paid the clients and would not do so or he filed the Norris proof of payments with reckless disregard for the truth.

Maggie McGhee, an attorney with the United States Trustee in the Northern District of California, told this court that she was filing an application for an order reopening the Marc Abenoja Chapter 7 case to seek enforcement of the disgorgement order plus other appropriate relief.

On June 29, 2010, the State Bar sent a letter of inquiry to respondent inquiring about the sanction order. In his July 13, 2010 response, respondent stated that he had not been sanctioned by the court but had been ordered to refund fees to his client. Respondent's statement to the State Bar was false and misleading. Respondent knew the court had both sanctioned respondent and had ordered him to refund fees to the client.

Conclusions

Count 1 - (§ 6068, subd. (o)(3) [Failure to Report Sanctions])

Section 6068, subdivision (o)(3), provides that, within 30 days of knowledge, an attorney has a duty to report, in writing, to the State Bar the imposition of judicial sanctions against the attorney of $1,000 or more which are not imposed for failure to make discovery.

Although he was aware of the sanctions order, respondent did not report the imposition of sanctions to the State Bar prior to the expiration of the 30-day deadline or at any time thereafter. Accordingly, he willfully violated section 6068, subdivision (o)(3).

Count 2 - (§ 6106 [Moral Turpitude])

By misrepresenting in his July 13, 2010 response to the State Bar that he had been sanctioned by the court but had been ordered to refund fees to his client, respondent committed an act involving moral turpitude, dishonesty and corruption in willful violation of section 6106.

Count 3 - (§ 6103 [Failure to Obey a Court Order])

Section 6103 provides, in pertinent part, that a willful disobedience or violation of a court order requiring an attorney to do or forbear an act connected with or in the course of the attorney's profession, which an attorney ought in good faith to do or forbear, constitutes cause for suspension or disbarment.

By not appearing at the March 3, 2010 OSC hearing as ordered and by not disgorging funds pursuant to the April 12, 2010 court order, respondent wilfully disobeyed and violated orders of the court requiring him to do acts connected with and in the course of respondent's profession which he ought in good faith to do in willful violation of section 6103.

Count 4 - (§ 6068, subd. (m) [Failure to Communicate])

By not informing his clients about the April 12, 2010 order and not informing the affected clients that they were entitled to refunds, respondent did not keep clients reasonably

informed of significant developments in matters in which respondent had agreed to provide legal services in willful violation of section 6068, subdivision (m).

Count 5 - (§ 6106 [Moral Turpitude])

By submitting the false and misleading proof of refund payments to the clients; by structuring the bank transactions as indicated above; and by submitting the Norris proof of payments, respondent committed conduct involving moral turpitude, dishonesty and corruption in willful violation of section 6106.

Aggravation[13]

Multiple Acts/Pattern of Misconduct (Std. 1.2(b)(ii).)

Respondent committed multiple acts of misconduct. Moreover, his misconduct demonstrates a pattern of misconduct, including: (1) joining and participating in an illegal fee-splitting scheme; (2) lending his law license to the scheme for the purpose of filing numerous lawsuits and then not performing for his clients; (3) attempting to hide his misconduct by making misrepresentations to the State Bar and to the court in the Moser case; and (4) violating the bankruptcy court's disgorgement order, submitting falsified proofs of payment and engaging in deceptive bank transactions, as well as other acts of dishonesty and moral turpitude.

Respondent has engaged in a "serious pattern of misconduct involving recurring types of wrongdoing." (*Garlow v. State Bar* (1988) 44 Cal.3d 689, 711.) "[W]hen an attorney commits multiple acts of similar misconduct or recurring types of wrongdoing ... the gravity of each successive violation increases. [Citation.]" (*In the Matter of Valinoti* (Review Dept. 2002) 4 Cal. State Bar Ct. Rptr. 498 (dis. opn. of Obrien, J.).)

[13] All references to standards (Std.) are to the Rules of Procedure of the State Bar, title IV, Standards for Attorney Sanctions for Professional Misconduct.

Harm to Client/Public/Administration of Justice (Std. 1.2(b)(iv).)

Respondent and his cohorts formulated, directed, controlled, authorized and participated in a foreclosure rescue scheme to defraud distressed Filipino-American homeowners in California. He targeted and victimized very vulnerable clients who were often in the last stages of losing their homes. In their desperation, they paid him money that they could not afford to lose. These clients were member of an immigrant minority group, often with limited ability to speak or understand English, and appeared to trust respondent's Nevada partners who were also members of the same minority and language group who claimed to have special knowledge about real estate. Respondent was an essential part of the scheme to defraud the victims.

Respondent also harmed the public and the administration of justice by filing litigation that he never intended to pursue.

Indifference Toward Rectification/Atonement (Std. 1.2(b)(v).)

Despite raking in hundreds of thousands of dollars, respondent has not voluntarily made any restitution to Alipio, the Ozaetas or the Taas. Further, respondent compromised Aurelio's small claims judgment against him.

Lack of Candor/Cooperation to Victims/State Bar (Std. 1.2(b)(vi).)

Respondent has made these proceedings difficult because of his failure to follow State Bar Court procedures. He has been unwilling to stipulate to obvious facts and his testimony has been false or misleading as noted in this decision.

Mitigation

No Prior Record (Std. 1.2(e)(i).)

Respondent was in practice about seven and one-half years when the misconduct began. His lack of prior discipline was "not especially commendable. Petitioner had been practicing long enough to know that his conduct was wrong, but not so long as to make his blemish-free

record surprising." (*Kelly v. State Bar* (1988) 45 Cal.3d 649, 658.) In *Kelly*, the attorney was afforded minimal mitigating weight for seven and one-half years of discipline-free practice. This court will allow only minimal mitigating weight for respondent's discipline-free practice.

Extreme Emotional/Physical Difficulties (Std. 1.2(e)(iv).)

Respondent testified that he was suffering from emotional problems due to his marital issues, his own drug and alcohol problems, a sexual assault on his daughter and his son's stressful situation. There is not clear and convincing evidence that respondent no longer suffers from these problems, as standard 1.2(e)(iv) requires. At trial, respondent indicated that he had quit attending the Lawyers Assistance Program (LAP) and had resumed drinking. He also did not establish a nexus between the emotional difficulties and substance abuse and the misconduct. Accordingly, no mitigating credit is afforded for emotional difficulties or substance abuse.

Discussion

The purpose of State Bar disciplinary proceedings is not to punish the attorney, but to protect the public, to preserve public confidence in the profession, and to maintain the highest possible professional standards for attorneys. (*Chadwick v. State Bar* (1989) 49 Cal.3d 103, 111; *Cooper v. State Bar* (1987) 43 Cal.3d 1016, 1025; std. 1.3.)

Standard 1.6 provides that the appropriate sanction for the misconduct found must be balanced with any mitigating or aggravating circumstances, with due regard for the purposes of imposing discipline. If two or more acts of professional misconduct are found in a single disciplinary proceeding, the sanction imposed shall be the most severe of the applicable sanctions. (Std. 1.6(a).) Discipline is progressive. However, the standards do not require a prior record of discipline as a prerequisite for imposing any appropriate sanction, including disbarment. (Std. 1.7(c).)

Standards 2.2(b), 2.3, 2.4(a), 2.6, 2.7 and 2.10 apply in this matter. The most severe sanction is prescribed by standard 2.4(a) which suggests disbarment for culpability of a pattern of wilfully failing to perform services demonstrating the attorney's abandonment of the causes for which he or she was retained. The next most severe sanction is found at standard 2.7 which recommends a minimum six months' suspension, regardless of mitigating circumstances, for violations of rule 4-200 (agreeing to, charging or collecting an unconscionable fee).

The Supreme Court gives the standards "great weight" and will reject a recommendation consistent with the standards only where the court entertains "grave doubts" as to its propriety. (*In re Silverton* (2005) 36 Cal.4th 81, 91, 92; *In re Naney* (1990) 51 Cal.3d 186, 190.) Although the standards are not mandatory, they may be deviated from when there is a compelling, well-defined reason to do so. (*Bates v. State Bar* (1990) 51 Cal.3d 1056, 1061, fn. 2; *Aronin v. State Bar* (1990) 52 Cal.3d 276, 291.)

The State Bar recommends disbarment. The court agrees.

Respondent used his law license to plan and engage in a quick-buck scheme involving non-lawyers and predatory practices calculated to defraud desperate, vulnerable clients. In so doing, he did not competently provide legal services, communicate with clients or return their unearned fees or documents or comply with court orders, among other things. He was dishonest with clients, courts and the State Bar. He commingled personal and client funds. The sole mitigating factor, which was only given minimal weight, was seven and one-half years of blemish-free practice. In aggravation, the court considered, patterns and multiple acts of misconduct, indifference toward rectification or atonement, lack of candor and cooperation and harm to clients, the public and the administration of justice.

Due to the nature and extent of this misconduct, the court finds that respondent's disregard of his clients' interests was habitual. His misconduct evidences a pattern of willfully

failing to perform services demonstrating his abandonment of the causes in which he was retained under standard 2.4(a).

Cases involving a pattern of misconduct similar to respondent's where the attorney has no prior record of discipline generally result in the attorney's disbarment. (*In re Billings* (1990) 50 Cal.3d 358 [15 matters of partial or complete abandonment of clients; disbarment]; *Coombs v. State Bar* (1989) 49 Cal.3d 679 [13 matters of failure to perform services; disbarment]; *In the Matter of Hindin* (Review Dept. 1997) 3 Cal. State Bar Ct. Rptr. 657 ["panoply" of misconduct affecting more than 20 clients over a 10-year period; disbarment]; *In the Matter of Collins* (Review Dept. 1992) 2 Cal. State Bar Ct. Rptr. 1 [14 matters involving systematic failures to competently perform and client abandonment; disbarment].)

When disbarment is not imposed for a pattern of misconduct similar to respondent's, the attorney provided significant mitigation beyond merely having a discipline-free practice. (*Pineda v. State Bar*, 49 Cal.3d 753 (1989) 49 Cal.3d 753 [Although attorney failed to competently perform and abandoned clients in seven matters, disbarment was not called for in view of mitigating factors, including the attorney's cooperation with the State Bar throughout the disciplinary proceedings, his demonstrated remorse and determination to rehabilitate himself, and his concurrent family problems]; *Silva-Vidor v. State Bar* (1989) 49 Cal.3d 1071 [Ethical violations in 14 matters demonstrating a pattern of misconduct involving client abandonment did not warrant disbarment in light of fact that attorney fully cooperated with the State Bar in the proceedings, attorney was experiencing severe financial and emotional problems during period of misconduct, and attorney thereafter substantially improved her condition through counseling]; *Frazer v. State Bar* (1987) 43 Cal.3d 564 [Disbarment not recommended where attorney failed to perform competently and abandoned clients in 14 matters due to evidence of attorney's financial problems, depression, agoraphobia and rehabilitation therefrom].) Other than seven and one-half

years of discipline-free practice, which is only afforded minimal weight, respondent's matter is devoid of mitigation which could justify a discipline recommendation short of disbarment.

Furthermore, respondent's misconduct is fraught with dishonesty, overreaching and moral turpitude. It has been noted that "[m]ultiple acts of misconduct involving moral turpitude and dishonesty warrant disbarment. (Citations.)" (*In the Matter of Wyshak* (Review Dept. 1999) 4 Cal. State Bar Ct. Rptr. 70, 83, quoting *Lebbos v. State Bar* (1991) 53 Cal.3d 37, 45.)

Lesser discipline than disbarment is not warranted. The serious, habitual nature of the misconduct as well as the pervasive dishonesty and moral turpitude suggest that respondent is capable of future wrongdoing and raise grievous concerns about his ability or willingness to comply with his ethical responsibilities to the public, the administration of justice and to the legal profession. Having considered the evidence, the standards and other relevant law, the court believes that disbarment is the only adequate means of protecting the public from further wrongdoing by respondent. Accordingly, the court so recommends.

Recommendations

It is recommended that respondent George Holland, Jr., State Bar Number 216735, be disbarred from the practice of law in California and respondent's name be stricken from the roll of attorneys.

It is recommended that respondent make restitution to the following clients within 30 days following the effective date of the Supreme Court order in this matter or within 30 days following the Client Security Fund payment, whichever is later (Rules Proc. of State Bar, rule 291):

1. to Ireneo D. Alipio, Jr., in the amount of $11,988.35 plus 10% interest per annum from July 15, 2010 (or to the Client Security Fund to the extent of any payment

from the fund to Ireneo D. Alipio, Jr., plus interest and costs, in accordance with Business and Professions Code section 6140.5);

2. to Ronald and Lydia Ozaeta in the amount of $5,379.85 plus 10% interest per annum from February 1, 2010 (or to the Client Security Fund to the extent of any payment from the fund to Ronald and Lydia Ozaeta, plus interest and costs, in accordance with Business and Professions Code section 6140.5);

3. to Donato and Anita Taa in the amount of $17,580 plus 10% interest per annum from November 14, 2010 (or to the Client Security Fund to the extent of any payment from the fund to Donato and Anita Taa, plus interest and costs, in accordance with Business and Professions Code section 6140.5);

Any restitution to the Client Security Fund is enforceable as provided in Business and Professions Code section 6140.5, subdivisions (c) and (d).

California Rules of Court, Rule 9.20

It is further recommended that respondent be ordered to comply with the requirements of rule 9.20 of the California Rules of Court, and to perform the acts specified in subdivisions (a) and (c) of that rule within 30 and 40 days, respectively, after the effective date of the Supreme Court order in this proceeding. Failure to do so may result in disbarment or suspension.

Costs

It is recommended that costs be awarded to the State Bar in accordance with Business and Professions Code section 6086.10, and are enforceable both as provided in Business and Professions Code section 6140.7 and as a money judgment.

Order of Involuntary Inactive Enrollment

Respondent is ordered transferred to involuntary inactive status pursuant to Business and Professions Code section 6007, subdivision (c)(4). Respondent's inactive enrollment will be

effective three calendar days after this order is served by mail and will terminate upon the effective date of the Supreme Court's order imposing discipline herein, or as provided for by rule 5.111(D)(2) of the State Bar Rules of Procedure, or as otherwise ordered by the Supreme Court pursuant to its plenary jurisdiction.

Dated: February _____, 2013

PAT McELROY
Judge of the State Bar Court