

(Do not write above this line.)

<b>State Bar Court of California</b> <b>Hearing Department</b> <b>Los Angeles</b> <b>ACTUAL SUSPENSION</b>		<b>PUBLIC MATTER</b>
<p>Counsel For The State Bar</p> <p>Jean Cha Deputy Trial Counsel 1149 S. Hill Street Los Angeles, CA 90015 (213) 765-1000</p> <p>Bar # 228137</p>	<p>Case Number(s): 11-O-14670 11-O-15304 11-O-15165 11-O-15810 11-O-15849</p>	<p>For Court use only</p> <p style="text-align: center; font-size: 1.2em;"><b>FILED</b></p> <p style="text-align: center;">MAR 15 2012 </p> <p style="text-align: center;">STATE BAR COURT CLERK'S OFFICE LOS ANGELES</p>
<p>In Pro Per Respondent</p> <p>David C. Carr Law Office of David Cameron Carr 530 B St Ste 1410 San Diego, CA 92101 (619) 696-0526</p> <p>Bar # 124510</p>	<p>Submitted to: <b>Settlement Judge</b></p> <p>STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING</p>	
<p>In the Matter of: Jerry Alonzo Stevenson</p> <p>Bar # 262798</p> <p>A Member of the State Bar of California (Respondent)</p>	<p><b>ACTUAL SUSPENSION</b></p> <p><input type="checkbox"/> PREVIOUS STIPULATION REJECTED</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 April 30, 2009.
- (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 18 pages, not including the order.

(Do not write above this line.)

- (4) A statement of acts or omissions acknowledged by Respondent as cause or causes for discipline is included under "Facts."
- (5) Conclusions of law, drawn from and specifically referring to the facts are also included under "Conclusions of Law".
- (6) The parties must include supporting authority for the recommended level of discipline under the heading "Supporting Authority."
- (7) No more than 30 days prior to the filing of this stipulation, Respondent has been advised in writing of any pending investigation/proceeding not resolved by this stipulation, except for criminal investigations.
- (8) Payment of Disciplinary Costs—Respondent acknowledges the provisions of Bus. & Prof. Code §§6086.10 & 6140.7. (Check one option only):
  - Until costs are paid in full, Respondent will remain actually suspended from the practice of law unless relief is obtained per rule 5.130, Rules of Procedure.
  - Costs are to be paid in equal amounts prior to February 1 for the following membership years: 2013, 2014, 2015. (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.

(Do not write above this line.)

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

**Additional aggravating circumstances:**

N/A

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

- (1)  **No Prior Discipline:** Respondent has no prior record of discipline over many years of practice coupled with present misconduct which is not deemed serious.
- (2)  **No Harm:** Respondent did not harm the client or person who was the object of the misconduct.
- (3)  **Candor/Cooperation:** Respondent displayed spontaneous candor and cooperation with the victims of his/her misconduct and to the State Bar during disciplinary investigation and proceedings. Respondent has been candid and cooperative with the State Bar during the pendency of the disciplinary matter and has entered into this comprehensive stipulation to resolve the matters included herein without the necessity of a trial. (Std. 1.2(e)(v); Silva-Vidor v. State Bar (1989) 49 Cal.3d 1071, 1079; Pineda v. State Bar (1989) 49 Cal.3d 753, 760.)
- (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. Respondent is remorseful and has made full refunds of fees accepted in violation of Business and Professions Code section 6106.3. Respondent acknowledges that his intentional business decision to accept fees for unbundled services in loan modification matters subverted the clear public protection purposes of SB 94. Respondent acknowledges that he shall cease and desist the use of advertisements and solicitations by mail that appear to be from lenders.
- (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.

(Do not write above this line.)

---

- (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. Respondent has provided 15 character reference letters from a cross-section of members in the legal and general community. These letters attest to his character, integrity and honesty even with the knowledge of the misconduct and belief that the conduct was aberrational and will not recur. (Std. 1.2(e)(vi).)
- (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:**

Although Respondent was admitted to the California State Bar on April 30, 2009, Respondent has been an active member of the Florida State Bar in good standing for 13 years with no prior record of discipline. Respondent has been recognized with several service awards by the San Diego Bar Association, United States Marine Corps, and United States Navy and Marine Corps Achievement Medals for years of service in the legal assistance program and consumer aid and has served over 3,000 pro bono clients in his career.

**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 THREE (3) YEARS, which will commence upon the effective date of the Supreme Court order in this matter. (See rule 9.18, California Rules of Court)
- (3)  **Actual Suspension:**
- (a)  Respondent must be actually suspended from the practice of law in the State of California for a period of SIX (6) MONTHS.

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

**E. Additional Conditions of Probation:**

- (1)  If Respondent is actually suspended for two years or more, he/she must remain actually suspended until he/she proves to the State Bar Court his/her rehabilitation, fitness to practice, and learning and ability in the general law, pursuant to standard 1.4(c)(ii), Standards for Attorney Sanctions for Professional Misconduct.
- (2)  During the probation period, Respondent must comply with the provisions of the State Bar Act and Rules of Professional Conduct.
- (3)  Within ten (10) days of any change, Respondent must report to the Membership Records Office of the State Bar and to the Office of Probation of the State Bar of California ("Office of Probation"), all changes of information, including current office address and telephone number, or other address for State Bar purposes, as prescribed by section 6002.1 of the Business and Professions Code.
- (4)  Within thirty (30) days from the effective date of discipline, Respondent must contact the Office of Probation and schedule a meeting with Respondent's assigned probation deputy to discuss these terms and conditions of probation. Upon the direction of the Office of Probation, Respondent must meet with the probation deputy either in-person or by telephone. During the period of probation, Respondent must promptly meet with the probation deputy as directed and upon request.
- (5)  Respondent must submit written quarterly reports to the Office of Probation on each January 10, April 10, July 10, and October 10 of the period of probation. Under penalty of perjury, Respondent must state whether Respondent has complied with the State Bar Act, the Rules of Professional Conduct, and all conditions of probation during the preceding calendar quarter. Respondent must also state whether there are any proceedings pending against him or her in the State Bar Court and if so, the case number and current status of that proceeding. If the first report would cover less than 30 days, that report must be submitted on the next quarter date, and cover the extended period.

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

- (6)  Respondent must be assigned a probation monitor. Respondent must promptly review the terms and conditions of probation with the probation monitor to establish a manner and schedule of compliance. During the period of probation, Respondent must furnish to the monitor such reports as may be requested, in addition to the quarterly reports required to be submitted to the Office of Probation. Respondent must cooperate fully with the probation monitor.
- (7)  Subject to assertion of applicable privileges, Respondent must answer fully, promptly and truthfully any inquiries of the Office of Probation and any probation monitor assigned under these conditions which are directed to Respondent personally or in writing relating to whether Respondent is complying or has complied with the probation conditions.
- (8)  Within one (1) year of the effective date of the discipline herein, Respondent must provide to the Office of Probation satisfactory proof of attendance at a session of the Ethics School, and passage of the test given at the end of that session.

(Do not write above this line.)

- 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 checked="" type="checkbox"/> Law Office Management Conditions |
| <input type="checkbox"/> Medical Conditions         | <input type="checkbox"/> Financial Conditions                        |

**F. Other Conditions Negotiated by the Parties:**

- (1)  **Multistate Professional Responsibility Examination:** Respondent must provide proof of passage of the Multistate Professional Responsibility Examination ("MPRE"), administered by the National Conference of Bar Examiners, to the Office of Probation during the period of actual suspension or within one year, whichever period is longer. **Failure to pass the MPRE results in actual suspension without further hearing until passage. But see rule 9.10(b), California Rules of Court, and rule 5.162(A) & (E), Rules of Procedure.**
- No MPRE recommended. Reason:
- (2)  **Rule 9.20, California Rules of Court:** Respondent must comply with the requirements of rule 9.20, California Rules of Court, and perform the acts specified in subdivisions (a) and (c) of that rule within 30 and 40 calendar days, respectively, after the effective date of the Supreme Court's Order in this matter.
- (3)  **Conditional Rule 9.20, California Rules of Court:** If Respondent remains actually suspended for 90 days or more, he/she must comply with the requirements of rule 9.20, California Rules of Court, and perform the acts specified in subdivisions (a) and (c) of that rule within 120 and 130 calendar days, respectively, after the effective date of the Supreme Court's Order in this matter.
- (4)  **Credit for Interim Suspension [conviction referral cases only]:** Respondent will be credited for the period of his/her interim suspension toward the stipulated period of actual suspension. Date of commencement of interim suspension:
- (5)  **Other Conditions:**

**ETHICS SCHOOL.**

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

Attachment language (if any):

**ATTACHMENT TO  
STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION**

IN THE MATTER OF:        JERRY ALONZO STEVENSON, 262798  
CASE NUMBERS:         11-O-14670; 11-O-15304; 11-O-15165; 11-O-15810; 11-O-15849

Respondent Jerry Stevenson, pleads nolo contendere to the facts and circumstances set forth in the stipulation and that he is culpable of the specified violations of the State Bar Act and Business and Professions Code.

**(1) Case No. 11-O-14670 (The Rudh Matter)**

**FACTS**

1. In early July 2010, David and Svetlana Rudh ("Rudh") received a mailer, dated July 1, 2010, from Respondent's law firm, The Platinum Law Group ("PLG"), advising Rudh that he qualified for a loan modification and soliciting his phone call. The mailer did not have clear identifying language that it was an advertisement. The mailer did appear to officially be from the lender, JP Morgan Chase ("Chase"), rather than PLG.

2. On July 23, 2010, Rudh contacted PLG and spoke with a non-attorney, John Romero ("John"). Rudh learned that the number on the mailer was not Chase but actually PLG. John sent Rudh information about loan modifications via email.

3. On August 9, 2010, Rudh retained Respondent through PLG, to assist Rudh with a loan modification. Rudh and Respondent signed a fee agreement. Rudh provided Respondent with a voided check payable to Freedom Law Center and authorized payment after the services were completed. John assured Rudh that he qualified for a payment reduction and that if for some reason a loan modification was not reached, Rudh would receive a full refund.

4. On August 11, 2010, PLG withdrew \$1,651.50 in funds electronically from Rudh's personal checking account without having completed services for Rudh, without Rudh's authorization and made the electronic check payable to La Brea Group LLC. Respondent received Rudh's funds.

5. By August 11, 2010, no services of value had been provided and a loan modification had not been completed on behalf of Rudh.

6. Rudh provided PLG with all of his updated financial documents that PLG requested.

7. From September 2010 through November 2010, Rudh requested status updates regarding the loan modification matter. Respondent did not respond to Rudh's status requests.

8. On November 29, 2010, Chase informed PLG that Rudh's loan modification was denied.

9. On November 29, 2010, PLG received a letter from Chase, Rudh's lender, advising them that Rudh's request for a loan modification was denied because his housing expense must be greater than 31% of his gross monthly income to be eligible.

10. Respondent knew, or was grossly negligent in not knowing, that Rudh did not qualify for a loan modification because his housing expense was not greater than 31% of his gross monthly income.

11. Respondent did not perform any services of value on behalf of Rudh.

12. On December 7, 2010, Rudh contacted his lender, Chase and learned that his request for a loan modification was denied and that he did not qualify for a modification. Rudh also contacted PLG and requested a refund of fees that had been paid to Respondent.

13. On December 9, 2010, Rudh contacted PLG and advised them that he was terminating their services. Rudh terminated Respondent's employment before, Respondent completed the services agreed to.

14. On January 10, 2011, and January 27, 2011, Rudh requested a refund. Respondent did not provide a prompt refund.

15. On January 19, 2012, Respondent refunded the entirety of the advanced fees paid by Rudh in the amount of \$1,651.50

### **CONCLUSIONS OF LAW**

16. By mailing the July 1, 2010 solicitation to Rudh, which contained language that was misleading, confusing, and deceptive, Respondent delivered, or caused to be delivered, a communication seeking professional employment for pecuniary gain, which was transmitted by mail or equivalent means, which did not bear the word "Advertisement," "Newsletter," or words of similar import in 12 point print on the first page, which was presented or arranged in a matter or format which tended to confuse, deceive or mislead the public, contained untrue statements, and did not state the name of the member responsible for the communication in wilful violation of Rules of Professional Conduct, rule 1-400(D).

17. By agreeing to perform a mortgage loan modification for Rudh and receiving \$1,651.50 from him in advanced fees when he had not completed all loan modification services to be



performed under the fee agreement, Respondent negotiated, arranged or otherwise offered to perform a mortgage loan modification for a fee paid by the borrower, and demanded, charged, collected or received such fee prior to fully performing each and every service Respondent had contracted to perform or represented that he would perform in violation of Section 2944.7(a)(1) of the Civil Code in wilful violation of Business and Professions Code section 6106.3(a).

18. By failing to provide the client with a complete financial evaluation at the beginning of the case, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rules of Professional Conduct, rule 3-110(A).

19. By taking an unauthorized fee and receiving funds in a loan modification matter that was not complete, and by failing to promptly refund \$1,651.50 to Rudh despite being terminated and receiving a written request for a refund, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned in wilful violation of Rules of Professional Conduct, rule 3-700(D)(2).

## **(2) Case No. 11-O-15304 (The Gertler Matter)**

### **FACTS**

20. On October 1, 2010, Dr. Larry Gertler ("Gertler"), received a mailer from The Platinum Law Group ("PLG") soliciting his phone call to sign up for their Debt Elimination Program.

21. On October 7, 2010, PLG's staff person, John Romero ("John"), represented to Gertler that hiring PLG would be at no cost to him.

22. On October 20, 2010, Gertler retained Respondent to represent him in a business debt elimination matter with Chase Credit Services ("Chase"). Respondent and Gertler signed a retainer agreement. Respondent was paid \$4,950, which was immediately charged to Gertler's credit card.

23. October 25, 2010, John represented to Gertler that the attorney fees of \$4,950 which had been charged to his credit card, and his credit card debt would be "wiped out together," so that there would be no cost to Gertler as advertised. Based on this communication, Gertler believed that his credit card debt would be completely eliminated.

24. On November 3, 2010, Respondent contacted Chase with a representation letter.

25. Yvette Marquez, a non-attorney PLG representative negotiated a reduction of the principle amount on November 9, 2010, and on July 5, 2011, under Respondent's supervision.

26. On July 5, 2011, John informed Gerler that his credit card debt had been reduced but not eliminated.

27. On July 7, 2011, Gertler wrote John an email and requested a full refund of the advanced fees because he was not satisfied with the reduced credit card debt.

28. On February 9, 2012, Respondent refunded the entirety of the advanced fees paid by Gertler in the amount of \$4,950.

### **CONCLUSION OF LAW**

29. By mailing the October 1, 2010 solicitation to Gertler, which contained language that was misleading, confusing, and deceptive, Respondent delivered, or caused to be delivered, a communication seeking professional employment for pecuniary gain, which was transmitted by mail or equivalent means, which did not bear the word "Advertisement," "Newsletter," or words of similar import in 12 point print on the first page, which was presented or arranged in a matter or format which tended to confuse, deceive or mislead the public, contained untrue statements, and did not state the name of the member responsible for the communication in wilful violation of Rules of Professional Conduct, rule 1-400(D).

### **(3) Case No. 11-O-15165 (The Swanson Matter)**

#### **FACTS**

30. In September 2010, David Swanson ("Swanson") received a mailer regarding loan modification services and believed it was from his lender. Swanson called the toll-free number on the solicitation and learned it was from Respondent's law firm, The Platinum Law Group ("PLG").

31. On October 5, 2010, Swanson retained Respondent and his law firm PLG for loan modification services with Swanson's lender, Bank of America ("BoA").

32. On October 5, 2010, Swanson agreed to pay Respondent a fee of \$1,980 once the services were completed. Yet, without Swanson's authorization, PLG used a voided check number to charge an electronic debit on October 13, 2010.

33. In November 2010, Paul Hernandez ("Paul"), a non-attorney PLG representative, was the contact person for Swanson. Paul requested financial documents from Swanson.

34. In May, June and July, 2011, Paul requested more of the same documents from Swanson, several times. Each time, Swanson provided additional documents. However, in May 2011, the loan modification request was declined due to missing documents.

35. On July 12, 2011, before Respondent completed all the loan modification services under the fee agreement, Swanson terminated Respondent's services and requested a full refund.

36. On July 13, 2011, Swanson contacted PLG by telephone and again, requested a refund.

37. On July 19, 2011, Swanson emailed a request for a full refund. Paul replied to Swanson's email that there would be no refund.

38. On January 21, 2012, Respondent refunded the entirety of the advanced fees paid by Swanson in the amount of \$1,980.

### **CONCLUSIONS OF LAW**

39. By mailing the September 2010 solicitation to Swanson, which contained language that was misleading, confusing, and deceptive, Respondent delivered, or caused to be delivered, a communication seeking professional employment for pecuniary gain, which was transmitted by mail or equivalent means, which did not bear the word "Advertisement," "Newsletter," or words of similar import in 12 point print on the first page, which was presented or arranged in a matter or format which tended to confuse, deceive or mislead the public, contained untrue statements, and did not state the name of the member responsible for the communication in wilful violation of Rules of Professional Conduct, rule 1-400(D).

40. By agreeing to perform a mortgage loan modification for Swanson and receiving \$1,980 from him in advanced fees when he had not completed all loan modification services to be performed under the fee agreement, Respondent negotiated, arranged or otherwise offered to perform a mortgage loan modification for a fee paid by the borrower, and demanded, charged, collected or received such fee prior to fully performing each and every service Respondent had contracted to perform or represented that he would perform in violation of Section 2944.7(a)(1) of the Civil Code in wilful violation of Business and Professions Code section 6106.3(a).

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

42. By taking an unauthorized fee and receiving funds in a loan modification matter that was not yet complete, and by failing to promptly refund \$1,980 to Swanson despite being terminated

and receiving a written request for a refund, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned in wilful violation of Rules of Professional Conduct, rule 3-700(D)(2).

**(4) Case No. 11-O-15810 (The Rodriguez Matter)**

**FACTS**

43. In October 2010, Gerardo Rodriguez (“Rodriguez”) received in the mail from The Platinum Law Group (“PLG”) a communication that was confusing as to whether it was a solicitation from PLG or from their lender, Bank of America (“BoA”).

44. On November 8, 2010, Rodriguez retained Respondent to assist him in a credit card debt consolidation matter. Rodriguez paid Respondent \$5,600 in advanced fees.

45. Thereafter, Respondent failed to perform services that were of value to Rodriguez.

46. On July 6, 2011, Rodriguez terminated Respondent’s services and requested a full refund. Respondent failed to make a prompt refund of the unearned fees.

47. On September 9, 2011, subsequent counsel for Rodriguez requested a refund on Rodriguez’s behalf. Respondent failed to provide a refund.

48. On February 7, 2012, Respondent refunded the entirety of the advanced fees paid by Rodriguez in the amount of \$5,600.

**CONCLUSIONS OF LAW**

49. By mailing the September 2010 solicitation to Rodriguez, which contained language that was misleading, confusing, and deceptive, Respondent delivered, or caused to be delivered, a communication seeking professional employment for pecuniary gain, which was transmitted by mail or equivalent means, which did not bear the word “Advertisement,” “Newsletter,” or words of similar import in 12 point print on the first page, which was presented or arranged in a matter or format which tended to confuse, deceive or mislead the public, contained untrue statements, and did not state the name of the member responsible for the communication in wilful violation of Rules of Professional Conduct, rule 1-400(D).

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

51. By failing to promptly refund \$5,600 to Rodriguez despite being terminated and receiving a written request for a refund, Respondent failed to promptly refund a fee paid in advance that had not been earned in wilful violation of Rules of Professional Conduct, rule 3-700(D)(2).

**(5) Case No. 11-O-15849 (The Barclay Matter)**

**FACTS**

52. In September 2010, Gerry Barclay (“Barclay”) received in the mail from The Platinum Law Group (“PLG”) a communication that was confusing as to whether it was a solicitation from PLG or from his lender, Bank of America (“BoA”).

53. On October 19, 2010, Daniel Ardon (“Ardon”), a non-attorney PLG representative, sent loan modification forms for Barclay to fill out.

54. On October 22, 2010, Barclay sent a voided check to Ardon via email.

55. On November 1, 2010, Barclay retained Respondent through PLG to represent him for loan modification services. PLG used a voided check to charge Barclay \$1,980 in attorney fees before the work was completed. Barclay provided PLG with all the requested documentation in support of his request for a loan modification.

56. On February 11, 2011, PLG submitted the first loan modification application on behalf of Barclay.

57. On May 25, 2011, BoA contacted Barclay to inform him that the loan modification application was incomplete. Barclay immediately sent in the requested information.

58. BoA repeatedly requested current statement information regarding a Wells Fargo checking account that PLG listed in Barclay’s loan modification application. In fact, the Wells Fargo checking account should not have been listed in the application. In May 2011, PLG failed to communicate to BoA that a Wells Fargo checking account had been closed in 2009 despite the fact that Barclay informed PLG. In July and August 2011, PLG failed to forward the requested copies of tax returns to BoA, despite having promptly received them from Barclay.

59. On June 13, 2011, BoA sent a letter to Barclay and PLG that the loan modification application was declined because the application was incomplete.

60. On July 5, 2011, BoA denied Barclay’s loan modification application. PLG informed Barclay that they would resubmit another loan modification application.

61. From July 2011 to September 2011, Barclay left several voicemails for Respondent requesting a status update. Respondent did not return Barclay's calls.

62. PLG failed to advise Barclay that the documents he had provided for the second loan modification application were not sufficient because they were incomplete, outdated, or not comprehensive.

63. On September 28, 2011, Barclay terminated PLG and requested a refund, in writing.

64. On January 21, 2012, Respondent refunded the entirety of the advanced fees paid by Barclay in the amount of \$1,980.

### **CONCLUSIONS OF LAW**

65. By mailing the September 2010 solicitation to Barclay, which contained language that was misleading, confusing, and deceptive, Respondent delivered, or caused to be delivered, a communication seeking professional employment for pecuniary gain, which was transmitted by mail or equivalent means, which did not bear the word "Advertisement," "Newsletter," or words of similar import in 12 point print on the first page, which was presented or arranged in a matter or format which tended to confuse, deceive or mislead the public, contained untrue statements, and did not state the name of the member responsible for the communication in wilful violation of Rules of Professional Conduct, rule 1-400(D).

66. By agreeing to perform a mortgage loan modification for Barclay and receiving \$1,980 from him in advanced fees when Respondent had not completed all loan modification services to be performed under the fee agreement, Respondent negotiated, arranged or otherwise offered to perform a mortgage loan modification for a fee paid by the borrower, and demanded, charged, collected or received such fee prior to fully performing each and every service Respondent had contracted to perform or represented that he would perform in violation of Section 2944.7(a)(1) of the Civil Code in wilful violation of Business and Professions Code section 6106.3(a).

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

68. By failing to promptly refund \$1,980 to Barclay despite being terminated and receiving a written request for a refund, Respondent failed to promptly refund a fee paid in advance that had not been earned in wilful violation of Rules of Professional Conduct, rule 3-700(D)(2).

## SUPPORTING AUTHORITY

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.<sup>1</sup>

Standard 2.4(b),<sup>2</sup> provides for a reproof or suspension for a failure to perform. Standard 2.10 provides for reproof or suspension for a violation of Rules of Professional Conduct, Rule 3-700(D)(2), Rule 1-400(D), and Business and Professions Code section 6106.3, Standard 1.6 provides for the more severe sanction where different sanctions apply.

The standards are guidelines<sup>3</sup> and are afforded great weight<sup>4</sup> but they are not applied in a talismanic fashion.<sup>5</sup> The determination of discipline involves an analysis of the standards on balance with the aggravation, mitigation, facts, and circumstances surrounding the misconduct.<sup>6</sup>

Here, a six-month actual suspension is consistent with the standards and is sufficient to protect the public, courts, and legal profession.<sup>7</sup>

## PENDING PROCEEDINGS

The disclosure date referred to on page two, paragraph A.(7), was February 10, 2012.

## COSTS OF DISCIPLINARY PROCEEDINGS

Respondent was informed that as of February 10, 2012, the estimated costs in this matter are approximately \$6,366. This figure is an estimate and additional costs may exist,<sup>8</sup> which will be included in any final cost assessment.<sup>9</sup>

<sup>1</sup> *Chadwick v. State Bar* (1989) 49 Cal.3d 103, 111; *Cooper v. State Bar* (1987) 43 Cal.3d 1016, 1025; Std. 1.3.

<sup>2</sup> The Standards for Attorney Sanctions for Professional Misconduct, Rules Proc. Of State Bar, Title IV.

<sup>3</sup> *Drociak v. State Bar* (1991) 52 Cal.3d 1085, 1090; *In the Matter of Koehler* (Review Dept. 1991) 1 Cal. State Bar Ct. Rptr. 615, 628.

<sup>4</sup> *In re Silvertown* (2005) 36 Cal.4th 81, 91-92.

<sup>5</sup> *In the Matter of Van Sickle* (Review Dept. 2006) 4 Cal. State Bar Ct. Rptr. 980, 994.

<sup>6</sup> Std. 1.6(b); *Segal v. State Bar* (1988) 44 Cal.3d 1077, 1089; *Snyder v. State Bar* (1990) 49 Cal.3d 1302, 1310-11.

<sup>7</sup> *In the Matter of Aguiluz* (Review Dept. 1992) 2 Cal. State Bar Ct. Rptr. 32 – appropriate range is from no actual suspension to 90 days actual suspension for abandoning a single client matter. The attorney in *Aguiluz* was disciplined with one year stayed suspension. *In the Matter of Mason* (Review Dept. 1997) 3 Cal. State Bar Ct. Rptr. 639 – attorney was disciplined with ninety days of actual suspension for holding himself out as entitled to practice law, practicing law and moral turpitude during a 75-day suspension. *In the Matter of Trousil* (Review Dept. 1990) 1 Cal. State Bar Ct. Rptr. 229 – an attorney was suspended for thirty days for accepting employment from a client and appearing in the bankruptcy court while suspended.

<sup>8</sup> See Bus. & Prof. Code section 6068.10(c), C.C.P. section 1033.5(a).

<sup>9</sup> Respondent acknowledges that if this stipulation is rejected or if relief from the stipulation is granted, the costs may increase due to further proceedings. Failure to pay any installment of disciplinary costs within the time provided or as may be modified by the State Bar Court pursuant to section 6086.10, subdivision(c), triggers the remaining balance of the costs to be due and payable immediately unless relief has been granted under the Rules of Procedure of the State Bar of California. Rules Proc. of State Bar, rule 5.130 (old rule 286); Payment of costs is enforceable as provided in Business and Professions Code section 6140.7 and as a money judgment.

(Do not write above this line.)

In the Matter of: Jerry Alonzo Stevenson	Case Number(s): 11-O-14670; 11-O-15304; 11-O-15165; 11-O-15810; 11-O-15849
---	--

### Law Office Management Conditions

- a.  Within - days/- months/ONE (1) years of the effective date of the discipline herein, Respondent must develop a law office management/organization plan, which must be approved by the Office of Probation. This plan must include procedures to (1) send periodic reports to clients; (2) document telephone messages received and sent; (3) maintain files; (4) meet deadlines; (5) withdraw as attorney, whether of record or not, when clients cannot be contacted or located; (6) train and supervise support personnel; and (7) address any subject area or deficiency that caused or contributed to Respondent's misconduct in the current proceeding.
- b.  Within        days/        months/        years of the effective date of the discipline herein, Respondent must submit to the Office of Probation satisfactory evidence of completion of no less than        hours of Minimum Continuing Legal Education (MCLE) approved courses in law office management, attorney client relations and/or general legal ethics. This requirement is separate from any MCLE requirement, and Respondent will not receive MCLE credit for attending these courses (Rule 3201, Rules of Procedure of the State Bar.)
- c.  Within 30 days of the effective date of the discipline, Respondent must join the Law Practice Management and Technology Section of the State Bar of California and pay the dues and costs of enrollment for ONE (1) year(s). Respondent must furnish satisfactory evidence of membership in the section to the Office of Probation of the State Bar of California in the first report required.

Other:



(Do not write above this line.)

In the Matter of: Jerry Alonzo Stevenson	Case Number(s): 11-O-14670; 11-O-15304; 11-O-15165; 11-O-15810; 11-O-15849
---	--

### Nolo Contendere Plea Stipulations to Facts, Conclusions of Law, and Disposition

The terms of pleading nolo contendere are set forth in the Business and Professions Code and the Rules of Procedures of the State Bar. The applicable provisions are set forth below:

#### Business and Professions Code § 6085.5 Disciplinary Charges; Pleas to Allegations

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

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

#### Rules of Procedure of the State Bar, rule 5.56. Stipulations to Facts, Conclusions of Law, and Disposition

“(A) **Contents.** A proposed stipulation to facts, conclusions of law, and disposition must comprise:

[¶] . . . [¶]

(5) a statement that the member either:

- (a) admits the truth of the facts comprising the stipulation and admits culpability for misconduct; or
- (b) pleads nolo contendere to those facts and misconduct;

[¶] . . . [¶]

(B) **Plea of Nolo Contendere.** If the member pleads nolo contendere, the stipulation must also show that the member understands that the plea is treated as an admission of the stipulated facts and an admission of culpability.”

I, the Respondent in this matter, have read the applicable provisions of Business and Professions Code section 6085.5 and rule 5.56 of the Rules of Procedure of the State Bar. I plead nolo contendere to the charges set forth in this stipulation and I completely understand that my plea will be considered the same as an admission of culpability except as stated in Business and Professions Code section 6085.5(c).

28 Feb 2012  
Date

  
Respondent's Signature

Jerry A. Stevenson  
Print Name

(Do not write above this line.)

In the Matter of: Jerry Alonzo Stevenson	Case number(s): 11-O-14670; 11-O-15304; 11-O-15165; 11-O-15810; 11-O-15849
---	--

**SIGNATURE OF THE PARTIES**

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

<u>28 Feb 2012</u> Date	<u>J.A. Stevenson</u> Respondent's Signature	<u>Jerry A. Stevenson</u> Print Name
<u>2/29/12</u> Date	<u>Dave Carr</u> Respondent's Counsel Signature	<u>Dave Carr</u> Print Name
<u>3/2/2012</u> Date	<u>Jean Cha</u> Deputy Trial Counsel's Signature	<u>Jean Cha</u> Print Name

(Do not write above this line.)

In the Matter Of <b>JERRY ALONZO STEVENSON</b>	Case Number(s): <b>11-O-14670, 11-O-15165; 11-O-15304; 11-O-15810; 11-O-15849</b>
---	--

**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.

On page 16, under the heading, "Law Office Management Conditions," in the first sentence of paragraph "a," **delete** the following: "- days/- months/" and also **delete** the "s" from the end of the word "years," which appears in that first sentence. The modified sentence will begin as follows:

Within ONE (1) year of the effective date of discipline herein

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 135(b), 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

3/15/12

  
Richard A. Honn  
Judge of the State Bar Court

## CERTIFICATE OF SERVICE

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

I am a Case Administrator of the State Bar Court of California. I am over the age of eighteen and not a party to the within proceeding. Pursuant to standard court practice, in the City and County of Los Angeles, on March 15, 2012, I deposited a true copy of the following document(s):

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

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

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

DAVID C. CARR  
LAW OFFICE OF DAVID CAMERON CARR  
530 B ST STE 1410  
SAN DIEGO, CA 92101

by certified mail, No. , with return receipt requested, through the United States Postal Service at , California, addressed as follows:

by fax transmission, at fax number . No error was reported by the fax machine that I used.

By personal service by leaving the documents in a sealed envelope or package clearly labeled to identify the attorney being served with a receptionist or a person having charge of the attorney's office, addressed as follows:

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

Jean Hee Cha, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on March 15, 2012.



---

Cristina Potter  
Case Administrator  
State Bar Court