

ORIGINAL

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State Bar Court of California
Hearing Department
Los Angeles
DISBARMENT

PUBLIC MATTER

<p>Counsel For The State Bar</p> <p>Adriana M. Burger Deputy Trial counsel 1149 S. Hill Street Los Angeles, CA 90015-2299 (213) 765-1229</p> <p>Bar # 92534</p>	<p>Case Number(s):</p> <p>12-O-10807 12-O-11305 12-O-11486 12-O-11642 12-O-11807 12-O-12092 12-O-12613 12-O-12626 12-O-12664 12-O-12955 12-O-12957</p>	<p>For Court use only</p> <p>FILED</p> <p>DEC 18 2012</p> <p>STATE BAR COURT CLERK'S OFFICE LOS ANGELES</p>
<p>In Pro Per Respondent</p> <p>Jerry Alonzo Stevenson 7710 Hazard Center Drive, E540 San Diego, CA 92108 (855) 683-1214</p> <p>Bar # 262798</p>	<p>Submitted to: Settlement Judge</p> <p>STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING; ORDER OF INVOLUNTARY INACTIVE ENROLLMENT</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>DISBARMENT</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 resolved by this stipulation and are deemed consolidated. Dismissed charge(s)/count(s) are listed under "Dismissals." The stipulation consists of (15) pages, not including the order.

(Effective January 1, 2011)



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- (4) A statement of acts or omissions acknowledged by respondent as cause or causes for discipline is included under "Facts."
- (5) Conclusions of law, drawn from and specifically referring to the facts are also included under "Conclusions of Law."
- (6) The parties must include supporting authority for the recommended level of discipline under the heading "Supporting Authority."
- (7) No more than 30 days prior to the filing of this stipulation, respondent has been advised in writing of any pending investigation/proceeding not resolved by this stipulation, except for criminal investigations.
- (8) Payment of Disciplinary Costs—Respondent acknowledges the provisions of Bus. & Prof. Code §§6086.10 & 6140.7. (Check one option only):
 - Costs to be awarded to the State Bar.
 - Costs are waived in part as set forth in a separate attachment entitled "Partial Waiver of Costs".
 - Costs are entirely waived.
- (9) ORDER OF INACTIVE ENROLLMENT:
The parties are aware that if this stipulation is approved, the judge will issue an order of inactive enrollment under Business and Professions Code section 6007, subdivision (c)(4), and Rules of Procedure of the State Bar, rule 5.111(D)(1).

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**
 - (a) State Bar Court case # of prior case 11-O-14670 et. al.
 - (b) Date prior discipline effective July 3, 2012
 - (c) Rules of Professional Conduct/ State Bar Act violations: Please see attachment page 12. Rules of Professional Conduct: 3-110(A) Failure to Perform (3-counts), 1-400(D) Misleading solicitation mailing regarding legal services (5-counts) , 3-700(D)(2) Failing to promptly return unearned fees (4-counts) and Business and Professions Code Sections: 6106.3 Collecting a fee for loan modification services prior to completing services. (3-counts)
 - (d) Degree of prior discipline Six months actual suspension, two years stayed and three years probation.
 - (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.

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- (4) **Harm:** Respondent's misconduct harmed significantly a client, the public or the administration of justice. PLEASE SEE ATTACHMENT, PAGE 12.
- (5) **Indifference:** Respondent demonstrated indifference toward rectification of or atonement for the consequences of his or her misconduct. PLEASE SEE ATTACHMENT, PAGE 12.
- (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. PLEASE SEE ATTACHMENT, PAGE 12
- (8) **No aggravating circumstances** are involved.

Additional aggravating circumstances:

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

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

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- (11) **Good Character:** Respondent's good character is attested to by a wide range of references in the legal and general communities who are aware of the full extent of his/her misconduct. PLEASE SEE ATTACHMENT, PAGE 12.
- (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:

PLEASE SEE ATTACHMENT, PAGE 12.

D. Discipline: Disbarment.

E. Additional Requirements:

- (1) **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.
- (2) **Restitution:** Respondent must make restitution to PLEASE SEE ATTACHMENT PAGE 14 in the amount of \$ PLEASE SEE ATTACHMENT plus 10 percent interest per year from PLEASE SEE ATTACHMENT. If the Client Security Fund has reimbursed PLEASE SEE ATTACHMENT for all or any portion of the principal amount, respondent must pay restitution to CSF of the amount paid plus applicable interest and costs in accordance with Business and Professions Code section 6140.5. Respondent must pay the above restitution and furnish satisfactory proof of payment to the State Bar's Office of Probation in Los Angeles no later than PLEASE SEE ATTACHMENT days from the effective date of the Supreme Court order in this case.
- (3) **Other:**

ATTACHMENT TO
STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION

IN THE MATTER OF: Jerry Alonzo Stevenson

CASE NUMBERS: 12-O-10807 (Pizano) 12-O-11305 (Seivers)
 12-O-11486 (Johnson) 12-O-11642 (Jimenez)
 12-O-11807 (Barragan) 12-O-12092 (Alvarez)
 12-O-12613 (Shapiro) 12-O-12626 (Lowrie)
 12-O-12664 (Gutierrez) 12-O-12955 (Mendez)
 12-O-12957 (Provenzano)

FACTS AND CONCLUSIONS OF LAW:

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

CASE NUMBERS: 12-O-10807 (Pizano)
 12-O-11305 (Seivers)
 12-O-11486 (Johnson)
 12-O-11642 (Jimenez)
 12-O-11807 (Barragan)
 12-O-12092 (Alvarez)
 12-O-12626(Lowrie)
 12-O-12664 (Gutierrez)
 12-O-12955 (Mendez)
 12-O-12957 (Provenzano)

FACTS:

1. Beginning in 2010 to the present Respondent practiced law and conducted business under the following names: Platinum Law Center, Platinum Law Group, Principal Law Group and La Brea Group ("law firms") with offices in San Diego, Beverly Hills, San Dimas, Montebello and San Francisco, California.
2. Between March 25, 2011 and September 27, 2011, Respondent's law firms were employed by each of the below described individuals ("clients") to attempt to negotiate a plan with each clients' lenders(s) or creditor(s) that would enable each client to settle and restructure the clients' current or past home mortgage payments ("loan modification").
3. All of the clients originally learned about Respondent's loan modification services from unsolicited direct mail letters sent to their homes by Respondent. The letters contained personal information regarding the client and their lender or bank. The letters stated that the letters were important messages and or information from the lenders, that the lenders wanted to personally work out options, that the lenders were approved lenders authorized to offer options and that Respondent had reviewed the clients' property information and determined that the clients were

likely eligible to modify their loans. The letters appeared to be generated with the authorization of the clients' lender or bank. The 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 the words of similar import. All of the clients were directed to contact Respondent by telephone.

4. All of the clients were told by Respondent's representatives that their loan modifications would be administered and personally handled by Respondent and that Respondent guaranteed that Respondent would successfully complete their loan modifications.
5. All of the clients contacted Respondent's office by telephone and engaged Respondent through Respondent's non-attorney representative.
6. On July 8, 2011, Erika Pizano ("Pizano") employed Respondent to negotiate a home loan modification. On the same date, Pizano paid advanced attorney fees to Respondent in the amount of \$1,500. On that date, Respondent had not completed all the contracted-for home loan modification services.
7. On June 22, 2011, Mai Steivers ("Steivers") employed Respondent to negotiate a home loan modification. On the same date, Steivers paid advanced attorney fees to Respondent in the amount of \$2,500. On that date, Respondent had not completed all the contracted-for home loan modification services.
8. On August 10, 2011, Octavio Jimenez ("Jimenez") employed Respondent to negotiate a home loan modification. On the same date, Jimenez paid advanced attorney fees to Respondent in the amount of \$2,000. On that date, Respondent had not completed all the contracted-for home loan modification services.
9. On March 25, 2011, Monica Johnson ("Johnson") employed Respondent to negotiate a home loan modification. On the same date, Johnson paid advanced attorney fees to Respondent in the amount of \$3,368. On that date, Respondent had not completed all the contracted-for home loan modification services.
10. On September 27, 2011, Oralia Barragan ("Barragan") employed Respondent to negotiate a home loan modification. On the same date, Barragan paid advanced attorney fees to Respondent in the amount of \$2,250. On that date, Respondent had not completed all the contracted-for home loan modification services.
11. On July 1, 2011, Maria Alvarez ("Alvarez") employed Respondent to negotiate a home loan modification. On the same date, Alvarez paid advanced attorney fees to Respondent in the amount of \$2,250. On that date, Respondent had not completed all the contracted-for home loan modification services.
12. On June 22, 2011, Lydia Guitierrez ("Guitierrez") employed Respondent to negotiate a home loan modification. On the same date, Guitierrez paid advanced attorney fees to Respondent in the amount of \$2,250. On that date, Respondent had not completed all the contracted-for home loan modification services.

13. On March 22, 2011, Timothy Lowrie ("Lowrie") employed Respondent to negotiate a home loan modification. On the same date, Lowrie paid advanced attorney fees to Respondent in the amount of \$ 1,795. On that date, Respondent had not completed all the contracted-for home loan modification services.
14. On November 29, 2010, Victor Mendez ("Mendez") employed Respondent to negotiate a home loan modification. On the same date, Lowrie paid advanced attorney fees to Respondent in the amount of \$ 2,200. On that date, Respondent had not completed all the contracted-for home loan modification services.
15. On January 31, 2011, Ana Provenzano ("Provenzano") employed Respondent to negotiate a home loan modification. On the same, date Provenzano paid advanced attorney fees to Respondent in the amount of \$ 1,980. On that date, Respondent had not completed all the contracted-for home loan modification services.
16. All of the clients' fees were processed, collected and deposited into a business bank account entitled "La Brea Group" which was owned by Respondent and operated by non-attorney David Gomez.
17. At all times, Respondent engaged in a business partnership with his non-attorney office manager David Gomez and shared legal fees. Respondent delegated to Gomez operations of Respondent's law firms which included, but was not limited to, signing Respondent's name on legal documents with a signature stamp bearing Respondent's printed signature; accepting and promising legal services to clients in their legal cases; providing legal advice; supervising non-attorney staff who were also giving legal advice; and, depositing client fees into joint accounts owned by Gomez and Respondent for the purpose of sharing legal fees from the law practices.
18. All of the clients were told by Respondent's non-attorney representatives, at Respondent's direction, that they could expect their mortgage modifications to be completed promptly and that there would be no adverse or foreclosure action by their lenders.
19. Respondent employed numerous non-attorneys to staff call-in centers located in his law firms offices. The non-attorney staff accepted new clients, provided legal advice to the clients, and completed paperwork to obtain payments for services. In all of the client matters, Respondent did not properly supervise any of his non-attorney staff. Respondent was never regularly present at any of his law firms offices. Respondent was only occasionally present in any of his law firms offices. There were times when Respondent's non-attorney staff needed the advice or assistance of Respondent to properly handle the client files, but Respondent was not present to assist the staff. Respondent failed to properly supervise his staff.
20. In all of the client matters Respondent failed to obtain loan modifications as agreed in the employment agreement between the clients and Respondent. Respondent failed to perform any services of value for the clients.
21. In all of the client matters, clients made numerous attempts to contact Respondent to discuss their cases with Respondent and obtain status reports of the progress of their matters. Respondent's staff misadvised or falsely told the clients that their loan modifications were in the process of being approved, when in fact they were not.

22. Respondent failed to communicate or contact any of these clients regarding reasonable status inquiries of the clients regarding their matters.
23. All of the clients contacted Respondent's office and attempted to obtain a refund of their advanced fees or assurances that the contracted services would be completed. In each of the client matters, Respondent failed to refund any of the advanced fees or perform the contracted services.
24. Despite knowledge of the numerous complaints described above from all the clients, and despite his execution of a stipulation on February 28, 2012 regarding essentially identical misconduct as described herein, to date Respondent has continued all the described activities and associations with Gomez; failed to terminate his relationship with Gomez; and failed to supervise Gomez's activities.

CONCLUSIONS OF LAW:

25. By mailing the solicitations to each of the ten clients Respondent delivered, or caused to be delivered, a communication seeking professional employment for pecuniary gain, which was presented or arranged in a manner or format which tended to confuse, deceive or mislead the public, and contained untrue statements in willful violation of Rules of Professional Conduct, rule 1-400(D).
26. By agreeing to perform a mortgage loan modification for each of the ten clients and receiving advanced fees prior to performing the loan modification services 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 willful violation of Business and Professions Code, section 6106.3.
27. By failing to refund promptly any part of the advanced fees paid to Respondent by each of the ten clients, despite repeated requests by the clients and having not earned that fee and despite his agreement to return the fee if no loan modification was obtained, Respondent willfully violated Rules of Professional Conduct, rule 3-700(D)(2).
28. By failing to properly supervise, direct his non-attorney staff, and obtain loan modifications or perform other legal services of value in the representation of each of the ten clients Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in willful violation of Rules of Professional Conduct, rule 3-110(A).
29. By agreeing and paying a non-attorney a specified portion of the fees generated from clients' advanced fees in all ten matters, Respondent shared legal fees obtained from Respondent's clients with a person who is not a lawyer and willfully violated Rules of Professional Conduct, rule 1-320.
30. By forming an agreement with a non-attorney to perform duties and manage responsibilities reserved only for attorneys in all ten matters, Respondent formed a partnership with Gomez and willfully violated Rules of Professional Conduct, rule 1-310.

31. By failing to respond to clients' inquiries about the status of their cases and by failing to inform Respondent's clients of significant developments in their cases, in all ten matters, Respondent repeatedly failed to adequately communicate with clients in willful violation of Business and Professions Code, section 6068(m).
32. By making false promises to the clients in all ten matters that Respondent would personally review the clients' financial situation; perform all the legal services; stop the foreclosures, negotiate loan modifications with the lenders; and, make false representations to the clients regarding the status of the clients' matters, Respondent made statements to the clients that were untrue and intended to mislead and thereby willfully violated Business and Professions Code, section 6106.

Case No. 12-O-12613 (Shapiro)

FACTS

33. On August 30, 2011, Susan Shapiro ("Shapiro") employed Respondent to negotiate a plan with her credit card lender for debt reduction services to settle and restructure her credit card debts. Shapiro advanced attorney fees to Respondent in the amount of \$3,760.
34. Shapiro learned about Respondent's loan modification services or debt reduction services from unsolicited direct mail letters sent to her home by Respondent. Shapiro originally contacted Respondent to engage Respondent to complete a loan modification.
35. Shapiro contacted Respondent's office by telephone and engaged Respondent through Respondent's non-attorney representative.
36. Shapiro was advised by Respondent's non-attorney representatives that she should first attempt to restructure her credit card debt and reduce her debt. She was advised that her matter would be administered and personally handled by Respondent and that Respondent guaranteed that Respondent would successfully complete her credit card debt reduction and restructure her debts.
37. Shapiro paid Respondent's representatives an advanced fee and her fees were processed, collected and deposited into a business bank account entitled La Brea Group which was owned by Respondent and operated by non-attorney David Gomez.
38. Respondent failed to provide any services for Shapiro regarding her credit card lender for debt reduction services to settle and restructure her credit card debts as agreed in the employment agreement between the Shapiro and Respondent. Respondent failed to perform any services of value for Shapiro, and did not earn any portion of the \$3,760 in advanced fees Shapiro paid him.
39. Shapiro made numerous attempts to contact Respondent to discuss her case with Respondent and obtain status reports of the progress of her matter. Respondent's staff misadvised and falsely told her that her debt reduction was in the process of being approved. Shapiro contacted her creditors and learned that Respondent had not contacted any of the creditors.

40. Respondent failed to communicate or contact Shapiro regarding reasonable status inquiries of her matter.
41. Upon discovering that Respondent's staff misrepresented the status of her case, Shapiro contacted Respondent's office and attempted to obtain a refund of her advanced fees. Respondent failed to refund any of the advanced fees or perform the contracted services.

CONCLUSIONS OF LAW:

42. By mailing the solicitation to the client 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 presented or arranged in a matter or format which tended to confuse, deceive or mislead the public, and contained untrue statements, in willful violation of Rules of Professional Conduct, rule 1-400(D).
43. By failing to refund promptly any part of the advanced fees paid to Respondent by the client, despite repeated requests by the client, Respondent willfully violated Rules of Professional Conduct, rule 3-700(D)(2).
44. By failing to properly supervise and direct his non-attorney staff, and by failing to perform any legal services of value in the representation of the client, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in willful violation of Rules of Professional Conduct, rule 3-110(A).
45. By permitting a non-attorney to keep a portion of the attorney fee from the client, Respondent shared legal fees with a person who is not a lawyer and willfully violated Rules of Professional Conduct, rule 1-320.
46. By failing to respond to the client's inquiries about the status of the client's debt restructuring and debt reduction case and by failing to give the client notice of non-performance in the client matter, a significant development in her matter, Respondent repeatedly failed to adequately communicate with his client in willful violation of Business and Professions Code, section 6068(m).
47. By making false promises to Shapiro that Respondent would personally review her financial situation; perform all the legal services; negotiate with her lender; and, make false representations to her regarding the status of her matter, Respondent made statements to the client that were untrue and intended to mislead and thereby willfully violated Business and Professions Code, section 6106.

ADDITIONAL FACTS REGARDING AGGRAVATING CIRCUMSTANCES.

Prior Record of Discipline: Respondent has one prior record of discipline in Case Numbers 11-O-14670, et.al consisting of five matters in total. Each of these prior disciplined matters consist of facts, circumstances and allegations virtually identical to the matters in this stipulation and consisting of violations of: Rules of Professional Conduct: 3-110(A) Failure to Perform (3-counts), 1-400(D) Misleading solicitation mailing regarding legal services (5-counts), 3-700(D)(2) Failing to promptly

return unearned fees (4-counts) and Business and Professions Code Sections: 6106.3 collecting a fee for loan modification services prior to completing those services. (3-counts) Std. 1.2(b)(i).

Harm: Respondent's clients were seriously harmed by the Respondent's misconduct. All the clients hired Respondent to assist them with their loan modifications and were already in financial distress. The clients received no appreciable or useable services and were deprived of the use of desperately needed funds. The client matters were significantly delayed resulting in actual harm to each client. Std. 1.2(b)(iv).

Multiple Acts and Pattern of Misconduct: Respondent committed virtually identical and serious misconduct in the eleven (11) client matters over a one (1) year period of time and has prior discipline for virtually the identical misconduct in case nos. 11-O-14670 *et.al.* Respondent designed and managed his law practice to process each client matter in a virtually identical manner and repeated deliberate misrepresentations to each client. The repeated facts in each matter establish multiple instances of serious misconduct. Each matter from the inception to the conclusion has virtually the same facts and circumstances. *In the Matter of Berg* (Review Dept. 1997) 3 Cal. State Bar Ct. Rptr. 725, 737 the court found that where there was multiple fraudulent billings covering a continuous period of ten (10) months it would constitute a pattern of misconduct. *In Arm v. State Bar* (1990) 50 Cal3d 763, 780 the court stated that a pattern of misconduct can also be established by including virtually identical misconduct in a prior discipline matter.

ADDITIONAL FACTS REGARDING MITIGATING CIRCUMSTANCES.

Good Character: Respondent's good character is attested to by individuals in the legal and general public who are aware of the Respondent's misconduct related to these matters. 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 services in the legal assistance program and consumer aid and has served numerous *pro bono* clients in his career. Std. 1.2(e)(vi).

Cooperation: Respondent cooperated with the State Bar by entering into a stipulation with the State Bar before the filing of disciplinary charges. Respondent entered into this stipulation with the goal of resolving all these matters and relieving the State Bar and the State Bar Court of otherwise unnecessary proceedings. [*In the Matter of Stamper* (Review Dept. 1990) 1 Cal. State Bar Ct. Rptr. 96 and *In the Matter of Riordan* (Review Dept. 2007) 5 Cal. State Bar Ct. Rptr. 41, 50]

DISCUSSION OF DISCIPLINE.

The Standards for Attorney Sanctions for Professional Misconduct provide a "process of fixing discipline" pursuant to a set of written principles to "better discharge the purposes of attorney discipline as announced by the Supreme Court." (Rules Proc. of State Bar, tit. IV, Stds. for Atty. Sanctions for Prof. Misconduct, Introduction (all further references to standards are to this source).) The primary purposes of disciplinary proceedings and of the sanctions imposed are "the protection of the public, the courts and the legal profession; the maintenance of high professional standards by attorneys and the preservation of public confidence in the legal profession." (*In re Morse* (1995) 11 Cal.4th 184, 205; std 1.3.)

Although not binding, the standards are entitled to “great weight” and should be followed “whenever possible” in determining level of discipline. (*In re Silvertown* (2005) 36 Cal.4th 81, 92, quoting *In re Brown* (1995) 12 Cal.4th 205, 220 and *In re Young* (1989) 49 Cal.3d 257, 267, fn. 11.) Adherence to the standards in the great majority of cases serves the valuable purpose of eliminating disparity and assuring consistency, that is, the imposition of similar attorney discipline for instances of similar attorney misconduct. (*In re Naney* (1990) 51 Cal.3d 186, 190.) Any discipline recommendation different from that set forth in the applicable standards should clearly explain the reasons for the deviation. (*Blair v. State Bar* (1989) 49 Cal.3d 762, 776, fn. 5.)

Standard 1.6 (a) requires that where a Respondent acknowledges two or more acts of misconduct, and different sanctions are prescribed by the standards that apply to those acts, the sanction imposed shall be the more or most severe prescribed in the applicable standards.

Standard 2.4(a) provides that “Culpability of a member of a pattern of willfully failing to perform services demonstrating the member's abandonment of the causes in which he or she was retained shall result in disbarment.” Respondent repeatedly and willfully failed to communicate with and perform services demonstrating Respondent's abandonment of the causes in which he was retained in these matters and requiring application of Standard. 2.4 (a). Respondent's current misconduct and his actions in the prior discipline cases reveal an escalating pattern of wrongdoing. Respondent's misconduct indicates that he lacks insight into his harmful wrongdoing and has had countless opportunities to conform his behavior to the ethical demands of the profession. Respondent's repeated and prior misconduct “sadly indicates either his unwillingness or inability to do so.” (*Arden v. State Bar* (1987) 43 Cal.3d 713, 728 [disbarment for prior records of discipline]; *In the Matter of Rose* (Review Dept. 1997) 3 Cal. State Bar Ct. Rptr. 646 [disbarment where prior discipline coupled with probation did not rehabilitate attorney].)

Respondent committed virtually identical and serious misconduct in the eleven (11) client matters over a one (1) year period of time and has prior discipline for virtually the identical misconduct in case nos. 11-O-14670 *et.al*. Respondent designed and managed his law practice to process each client matter in a virtually identical manner and repeated deliberate misrepresentations to each client. The repeated facts in each matter establish multiple instances of serious misconduct. The numerous cases demonstrate intent to repeatedly and willfully not communicate with the clients and perform the services. As in *Arden* Respondent's willful failure to perform and communicate in the above matters demonstrate a pattern under subsection (a) which constitute the elements for disbarment.

The parties submit that disbarment is the appropriate level of discipline and will succeed in meeting the purpose of Standard 1.3 of protecting the public, the courts and the legal profession.

PENDING PROCEEDINGS.

The disclosure date referred to, on page 2, paragraph A(7), was October 24, 2012.

RESTITUTION.

Respondent must pay restitution including the principal amount, plus interest at ten percent (10%) to the persons listed below. If the Client Security Fund (“CSF”) has reimbursed one or more of the persons listed below for all or any portion of the amount listed below, Respondent must also pay restitution to CSF the amount paid plus applicable interest and costs in accordance with Business and Professions

Code section 6140.5. Respondent must pay the restitution and furnish satisfactory proof of payment to the State Bar Office of Probation in Los Angeles no later than one (1) year from the effective date of the Supreme Court order in this case.

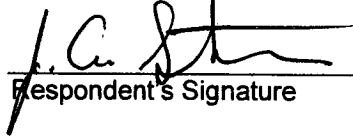
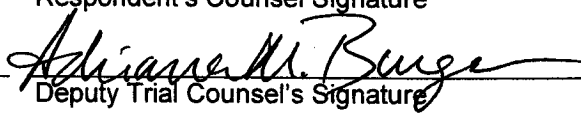
1. Respondent must pay Erika Pizano the principal amount of \$1,500 with interest accruing from July 8, 2011.
2. Respondent must pay Mai Steivers the principal amount of \$2,500 with interest accruing from June 22, 2011.
3. Respondent must pay Octavio Jimenez the principal amount of \$2,000 with interest accruing from August 10, 2011.
4. Respondent must pay Monica Johnson the principal amount of \$3,368 with interest accruing from March 25, 2011.
5. Respondent must pay Oralia Barragan the principal amount of \$2,250 with interest accruing from September 27, 2011.
6. Respondent must pay Maria Alvarez the principal amount of \$2,250 with interest accruing from July 1, 2011.
7. Respondent must pay Lydia Guitierrez the principal amount of \$2,500 with interest accruing from June 22, 2011.
8. Respondent must pay Susan Shapiro the principal amount of \$3,760 with interest accruing from August 30, 2011.
9. Respondent must pay Timothy Lowrie the principal amount of \$1,795 with interest accruing from March 22, 2011.
10. Respondent must pay Victor Mendez the principal amount of \$2,200 with interest accruing from November 29, 2010.
11. Respondent must pay Ana Provenzano the principal amount of \$1,980 with interest accruing from January 31, 2011.

(Do not write above this line.)

In the Matter of: Jerry Alonzo Stevenson	Case number(s): 12-O-10807 (Pizano),12-O-11305 (Seivers) 12-O-11486 (Johnson),12-O-11642 (Jimenez) 12-O-11807 (Barragan),12-O-12092 (Alvarez) 12-O-12613 (Shapiro),12-O-12626 (Lowrie) 12-O-12664 (Gutierrez),12-O-12955 (Mendez) 12-O-12957 (Provenzano)
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SIGNATURE OF THE PARTIES

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

<u>11-19-12</u> Date	 Respondent's Signature	Jerry Alonzo Stevenson Print Name
<u>11/19/12</u> Date	 Deputy Trial Counsel's Signature	Adriana M. Burger Print Name

(Do not write above this line.)

In the Matter of: Jerry Alonzo Stevenson	Case Number(s): 12-O-10807 (Pizano), 12-O-11305 (Seivers) 12-O-11486 (Johnson), 12-O-11642 (Jimenez) 12-O-11807 (Barragan), 12-O-12092 (Alvarez) 12-O-12613 (Shapiro), 12-O-12626 (Lowrie) 12-O-12664 (Gutierrez), 12-O-12955 (Mendez) 12-O-12957 (Provenzano)
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DISBARMENT ORDER

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

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

1. On page 14, the restitution amount in paragraph 7 for Lydia Guitierrez is changed to \$2,250.00.

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

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 (3) 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 Rules of Procedure of the State Bar of California, or as otherwise ordered by the Supreme Court pursuant to its plenary jurisdiction.

Date

12-18-12

Judge of the State Bar Court

RICHARD A. HONN

CERTIFICATE OF SERVICE

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

I am a Case Administrator of the State Bar Court of California. I am over the age of eighteen and not a party to the within proceeding. Pursuant to standard court practice, in the City and County of Los Angeles, on December 18, 2012, I deposited a true copy of the following document(s):

STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING; ORDER OF INVOLUNTARY INACTIVE ENROLLMENT

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

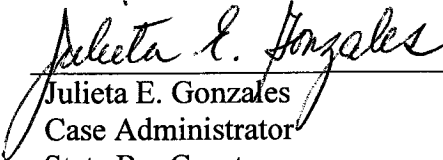
- by first-class mail, with postage thereon fully prepaid, through the United States Postal Service at Los Angeles, California, addressed as follows:

JERRY A STEVENSON ESQ
7710 HAZARD CENTER DR
STE E540
SAN DIEGO, CA 92108

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

Adriana M. Burger, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on December 18, 2012.



Julieta E. Gonzales
Case Administrator
State Bar Court