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State Bar Court of California Hearing Department Los Angeles DISBARMENT		
Counsel For The State Bar Ashod Mooradian Senior Trial Counsel 845 S. Figueroa Street Los Angeles, CA 90017 (213) 765-1004 Bar # 194283	Case Number(s): 13-O-11104; 13-O-11105; 13-O-11141; 13-O-11576; 13-O-11752; 13-O-11863; 13-O-11890; 13-O-11892; 13-O-11899; 13-O-11944; 13-O-12087; 13-O-12471; 13-O-12475; 13-O-12479	For Court use only <div style="text-align: center; font-size: 1.2em; font-weight: bold;"> PUBLIC MATTER FILED  OCT 15 2014 </div> <div style="text-align: center; font-size: 0.8em; font-weight: bold; margin-top: 10px;"> STATE BAR COURT CLERK'S OFFICE SAN FRANCISCO </div>
In Pro Per Respondent Stephen Lyster Siringoringo 14331 Euclid St., Suite 207 Garden Grove, CA 92843 (909) 982-0123 Bar # 264161	Submitted to: Settlement Judge STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING; ORDER OF INVOLUNTARY INACTIVE ENROLLMENT DISBARMENT <input type="checkbox"/> PREVIOUS STIPULATION REJECTED	
In the Matter of: STEPHEN LYSTER SIRINGORINGO Bar # 264161 A Member of the State Bar of California (Respondent)		

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

A. Parties' Acknowledgments:

- (1) Respondent is a member of the State Bar of California, admitted **July 28, 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 **(23)** pages, not including the order.
- (4) A statement of acts or omissions acknowledged by respondent as cause or causes for discipline is included under "Facts."
- (5) Conclusions of law, drawn from and specifically referring to the facts are also included under "Conclusions of Law."

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- (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 [Standards for Attorney Sanctions for Professional Misconduct, standards 1.2(f) & 1.5]. Facts supporting aggravating circumstances are required.

- (1) **Prior record of discipline**
- (a) State Bar Court case # of prior case **11-O-18390, et al.**
 - (b) Date prior discipline effective (**pending and on appeal**)
 - (c) Rules of Professional Conduct/ State Bar Act violations: **Business and Professions Code section 6106.3 [charging and collecting advanced fees for loan modification services].**
 - (d) Degree of prior discipline **Hearing Department's recommendation is three years' suspension, stayed; Four years' probation with conditions including an eighteen-month actual suspension.**
 - (e) If respondent has two or more incidents of prior discipline, use space provided below:
- (2) **Dishonesty:** Respondent's misconduct was intentional, surrounded by, or followed by bad faith, dishonesty, concealment, overreaching or other violations of the State Bar Act or Rules of Professional Conduct.
- (3) **Trust Violation:** Trust funds or property were involved and respondent refused or was unable to account to the client or person who was the object of the misconduct for improper conduct toward said funds or property.
- (4) **Harm:** Respondent's misconduct harmed significantly a client, the public or the administration of justice. **See Attachment at page 19.**
- (5) **Indifference:** Respondent demonstrated indifference toward rectification of or atonement for the consequences of his or her misconduct.

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- (6) **Lack of Cooperation:** Respondent displayed a lack of candor and cooperation to victims of his/her misconduct or to the State Bar during disciplinary investigation or proceedings.
- (7) **Multiple/Pattern of Misconduct:** Respondent's current misconduct evidences multiple acts of wrongdoing or demonstrates a pattern of misconduct. **See Attachment at page 19**
- (8) **Restitution:** Respondent failed to make restitution.
- (9) **No aggravating circumstances** are involved.

Additional aggravating circumstances:

None

C. Mitigating Circumstances [see standards 1.2(g) & 1.6]. 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, the public, or the administration of justice.
- (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 with a good faith belief that was honestly held and reasonable.
- (8) **Emotional/Physical Difficulties:** At the time of the stipulated act or acts of professional misconduct respondent suffered extreme emotional difficulties or physical or mental 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 the difficulties or disabilities no longer pose a risk that Respondent will commit misconduct.
- (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 extraordinarily good character is attested to by a wide range of references in the legal and general communities who are aware of the full extent of his/her misconduct.
- (12) **Rehabilitation:** Considerable time has passed since the acts of professional misconduct occurred followed by subsequent rehabilitation.

(Effective January 1, 2014)

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(13) No mitigating circumstances are involved.

Additional mitigating circumstances:

See Attachment at pages 19-20.

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 _____ in the amount of \$ _____ plus 10 percent interest per year from _____. If the Client Security Fund has reimbursed _____ 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 _____ days from the effective date of the Supreme Court order in this case.

- (3) **Other:**

CONCLUSIONS OF LAW:

12. By agreeing to negotiate a home mortgage loan modification for Reyes and charging or collecting \$2,495 in fees from Reyes when Respondent had not completed all loan modification services he had agreed to perform, Respondent negotiated, arranged or otherwise offered to perform a home 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 and thereby willfully violated Business and Professions Code, section 6106.3(a).

13. By allowing a non-attorney agent to evaluate legal needs and set fees for legal services and perform legal services independently and without supervision by Respondent as to Reyes' legal matter, Respondent aided a person or entity in the unauthorized practice of law and thereby willfully violated Rules of Professional Conduct, rule 1-300(A).

Case No. 13-O-11105 (Complainant: Isabel Cisneros)

14. On August 17, 2012, Isabel Cisneros and her husband (collectively "Cisneros") employed Respondent to negotiate a home mortgage loan modification for a property Cisneros owned. At the time Cisneros hired Respondent, Cisneros was requested to pay an initial fee of \$3,495 and to pay \$495 monthly as a service fee.

15. On August 24, 2012, Cisneros paid Respondent \$3,495.

16. In addition, Cisneros paid \$495 to Respondent in September, November and December 2012 and twice in January 2013, for a total of \$5,970 paid to Respondent.

17. In January 2013, Cisneros terminated Respondent's services and requested a refund of fees.

18. At the time Respondent charged or collected or received the \$5,970 advance fee he had not fully performed each and every service he had contracted to or represented he would perform.

19. At the time Cisneros retained Respondent on August 17, 2012, Respondent's non-attorney agent met with Cisneros, evaluated Cisneros' legal needs, suggested a course of action, set a fee for legal services and performed legal services for Cisneros independently and without supervision by Respondent.

20. Respondent did not earn all of the advanced fees.

21. Respondent has provided a full refund to Cisneros.

22. To date, Respondent has failed to provide Cisneros with an accounting for the \$5,970 in advance fees.

CONCLUSIONS OF LAW:

23. By agreeing to negotiate a home mortgage loan modification for Cisneros and charging or collecting \$5,970 in fees from Cisneros when Respondent had not completed all loan modification services he had agreed to perform, Respondent negotiated, arranged or otherwise offered to perform a home 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 and thereby willfully violated Business and Professions Code, section 6106.3(a).

24. By allowing a non-attorney agent to evaluate legal needs and set fees for legal services and perform legal services independently and without supervision by Respondent as to Cisneros' legal matter, Respondent aided a person or entity in the unauthorized practice of law and thereby willfully violated Rules of Professional Conduct, rule 1-300(A).

Case No. 13-O-11141 (Complainant: Xiomara Chavez)

25. On January 7, 2013, Xiomara Chavez ("Chavez") employed Respondent to negotiate a home mortgage loan modification for a property Chavez owned. At the time Chavez hired Respondent, Chavez was requested to pay an initial fee of \$2,000. On January 7, 2013, Chavez paid Respondent \$2,000 as requested to begin legal services relating to her loan modification.

26. On January 22, 2013, Chavez terminated Respondent's services and requested a refund of fees.

27. At the time Respondent charged or collected or received the \$2,000 advance fee he had not fully performed each and every service he had contracted to or represented he would perform.

28. At the time Chavez retained Respondent on January 7, 2013, Respondent's non-attorney agent met with Chavez, evaluated Chavez's legal needs, suggested a course of action, set a fee for legal services and performed legal services for Chavez independently and without supervision by Respondent.

29. Respondent did not earn all of the advanced fees.

30. Respondent has provided a full refund to Chavez.

31. To date, Respondent has failed to provide Chavez with an accounting for the \$2,000 in advance fees.

CONCLUSIONS OF LAW:

32. By agreeing to negotiate a home mortgage loan modification for Chavez and charging or collecting \$2,000 in fees from Chavez when Respondent had not completed all loan modification services he had agreed to perform, Respondent negotiated, arranged or otherwise offered to perform a home 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 and thereby willfully violated Business and Professions Code, section 6106.3(a).

33. By allowing a non-attorney agent to evaluate legal needs and set fees for legal services and perform legal services independently and without supervision by Respondent as to Chavez' legal matter, Respondent aided a person or entity in the unauthorized practice of law and thereby willfully violated Rules of Professional Conduct, rule 1-300(A).

Case No. 13-O-11576 (Complainant: Maria Carrillo)

34. On February 13, 2013, Maria Carrillo and her husband ("Carrillo") employed Respondent to negotiate a home mortgage loan modification for a property Carrillo owned. At the time Carrillo hired Respondent, Carrillo was requested to pay an initial fee of \$3,495, which she paid on February 13, 2013.

35. The next day, on February 14, 2013, Carrillo terminated Respondent's services and requested a refund.

36. At the time Respondent charged or collected or received the \$3,495 advance fee he had not fully performed each and every service he had contracted to or represented he would perform.

37. At the time Carrillo retained Respondent on February 13, 2013, Respondent's non-attorney agent met with Carrillo, evaluated Carrillo's legal needs, suggested a course of action, set a fee for legal services and performed legal services for Carrillo independently and without supervision by Respondent.

38. Respondent did not earn all of the advanced fees.

39. Respondent has provided a full refund to Carrillo.

40. To date, Respondent has failed to provide Carrillo with an accounting for the \$3,495 in advance fees.

CONCLUSIONS OF LAW:

41. By agreeing to negotiate a home mortgage loan modification for Carrillo and charging or collecting \$3,495 in fees from Carrillo when Respondent had not completed all loan modification services he had agreed to perform, Respondent negotiated, arranged or otherwise offered to perform a home 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 and thereby willfully violated Business and Professions Code, section 6106.3(a).

42. By allowing a non-attorney agent to evaluate legal needs and set fees for legal services and perform legal services independently and without supervision by Respondent as to Carrillo's legal matter, Respondent aided a person or entity in the unauthorized practice of law and thereby willfully violated Rules of Professional Conduct, rule 1-300(A).

Case No. 13-O-11752 (Complainant: Christopher Reynolds)

43. On October 15, 2012, Christopher Reynolds ("Reynolds") employed Respondent to negotiate a home mortgage loan modification for a property Reynolds owned and signed a Retainer Agreement with Respondent's non-attorney agent.

44. The Retainer Agreement called for an initial payment of \$3,500 and \$495 each month thereafter.

45. On November 7, 2012, Reynolds paid \$3,500 to Respondent pursuant to the Retainer Agreement.

46. On December 11, 2012, December 31, 2012 and January 17, 2013, Reynolds made three monthly payments to Respondent. Reynolds paid Respondent a total of approximately \$4,985 by January 17, 2013.

47. In February 2013, Reynolds terminated Respondent's services and requested a refund of fees.

48. At the time Reynolds retained Respondent on October 15, 2012, Respondent's non-attorney agent met with Reynolds, evaluated Reynolds's legal needs, suggested a course of action, set a fee for legal services and performed legal services for Reynolds independently and without supervision by Respondent.

49. Respondent did not earn all of the advanced fees.

50. Respondent has provided a full refund to Reynolds.

51. To date, Respondent has failed to provide Reynolds with an accounting for the \$4,985 in advance fees.

CONCLUSIONS OF LAW:

52. By agreeing to negotiate a home mortgage loan modification for Reynolds and charging and collecting \$4,985 in fees from Reynolds when Respondent had not completed all loan modification services he had agreed to perform, Respondent negotiated, arranged or otherwise offered to perform a home 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 and thereby willfully violated Business and Professions Code, section 6106.3(a).

53. By allowing a non-attorney agent to evaluate legal needs and set fees for legal services and perform legal services independently and without supervision by Respondent as to Reynolds' legal matter, Respondent aided a person or entity in the unauthorized practice of law and thereby willfully violated Rules of Professional Conduct, rule 1-300(A).

Case No. 13-O-11863 (Complainant: Maricela Tepeque)

54. On August 7, 2012, Maricela Tepeque ("Tepeque") employed Respondent to negotiate home mortgage loan modifications for three properties Tepeque owned. At the time Tepeque hired Respondent, Tepeque was provided with a Retainer Agreement which called for \$3,000 for attorney fees for one of the properties, and \$495 per month thereafter. Tepeque was quoted a fee of \$3,000 for loan modification work as to each property.

55. On August 13, 2012, Tepeque paid Respondent \$4,500 for the loan modification work, pursuant to the Retainer Agreement.

56. Again on September 5, 2012, Tepeque paid Respondent \$3,000 for the loan modification work and on November 1, 2012, Tepeque paid Respondent an addition \$990, for a total of \$8,490 paid for loan modification work.

57. In November 2012, Tepeque terminated Respondent's services and requested a refund of fees.

58. At the time Respondent charged or collected or received the \$8,490 advance fee he had not fully performed each and every service he had contracted to or represented he would perform.

59. At the time Tepeque retained Respondent on August 7, 2012, Respondent's non-attorney agent met with Tepeque, evaluated Tepeque's legal needs, suggested a course of action, set a fee for legal services and performed legal services for Tepeque independently and without supervision by Respondent.

60. Respondent did not earn all of the advanced fees.

61. Respondent has provided a full refund to Tepeque.

62. To date, Respondent has failed to provide Tepeque with an accounting for the \$8,490 in advance fees.

CONCLUSIONS OF LAW:

63. By agreeing to negotiate a home mortgage loan modification for Tepeque and charging or collecting \$8,490 in fees from Tepeque when Respondent had not completed all loan modification services he had agreed to perform, Respondent negotiated, arranged or otherwise offered to perform a home 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 and thereby willfully violated Business and Professions Code, section 6106.3(a).

64. By allowing a non-attorney agent to evaluate legal needs and set fees for legal services and perform legal services independently and without supervision by Respondent as to Tepeque's legal matter, Respondent aided a person or entity in the unauthorized practice of law and thereby willfully violated Rules of Professional Conduct, rule 1-300(A).

Case No. 13-O-11890 (Complainant: Ismael Leon)

65. On December 9, 2012, Ismael Leon and his wife (collectively "Leon") employed Respondent to negotiate a home mortgage loan modification for a property Leon owned. At the time Leon hired Respondent, Leon was requested to pay an initial fee of \$2,000, and thereafter pay \$495 a month.

66. On December 13, 2012, Leon paid Respondent \$1,000.

67. On January 3, 2013, Leon paid Respondent another \$1,000.

68. On January 16, 2013, Leon paid an additional \$495.

69. By January 16, 2013, Leon had paid Respondent a total fee of \$2,495.

70. In February 2013, Leon terminated Respondent's services and requested a refund of fees.

71. At the time Respondent charged or collected or received the \$2,495 advance fee he had not fully performed each and every service he had contracted to or represented he would perform.

72. At the time Leon retained Respondent on December 9, 2012, Respondent's non-attorney agent met with Leon, evaluated Leon's legal needs, suggested a course of action, set a fee for legal services and performed legal services for Leon independently and without supervision by Respondent.

73. Respondent did not earn all of the advanced fees.

74. Respondent has provided a full refund to Leon.

75. To date, Respondent has failed to provide Leon with an accounting for the \$2,495 in advance fees.

CONCLUSIONS OF LAW:

76. By agreeing to negotiate a home mortgage loan modification for Leon and by charging or collecting \$2,495 in fees from Leon when Respondent had not completed all loan modification services he had agreed to perform, Respondent negotiated, arranged or otherwise offered to perform a home 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 and thereby willfully violated Business and Professions Code, section 6106.3(a).

77. By allowing a non-attorney agent to evaluate legal needs and set fees for legal services and perform legal services independently and without supervision by Respondent as to Leon's legal matter, Respondent aided a person or entity in the unauthorized practice of law and thereby willfully violated Rules of Professional Conduct, rule 1-300(A).

Case No. 13-O-11892 (Complainant: Julio Limon)

78. On October 3, 2012, Julio Limon ("Limon") employed Respondent to negotiate a home mortgage loan modification for a property Limon owned. At the time Limon hired Respondent, Limon was requested to pay an initial fee of \$2,995, and thereafter pay \$495 a month.

79. Limon paid: \$1,000 on October 22, 2012; \$1,000 on November 1, 2012; and \$995 on November 19, 2012. In addition, Limon paid: \$495 on December 5, 2012; and \$495 on December 26, 2012. Limon paid Respondent a total of \$3,995 for loan modification services.

80. On January 8, 2013, Limon terminated Respondent's services and requested a full refund.

81. At the time Respondent charged or collected or received the \$3,995 advance fee he had not fully performed each and every service he had contracted to or represented he would perform.

82. At the time Limon retained Respondent on October 3, 2012, Respondent's non-attorney agent met with Limon, evaluated Limon's legal needs, suggested a course of action, set a fee for legal services and performed legal services for Limon independently and without supervision by Respondent.

83. Respondent did not earn all of the advanced fees.

84. Respondent has provided a full refund to Limon.

85. To date, Respondent has failed to provide Limon with an accounting for the \$3,995 in advance fees.

CONCLUSIONS OF LAW:

86. By agreeing to negotiate a home mortgage loan modification for Limon and by charging or collecting \$3,995 in fees from Limon when Respondent had not completed all loan modification services he had agreed to perform, Respondent negotiated, arranged or otherwise offered to perform a home 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 and thereby willfully violated Business and Professions Code, section 6106.3(a).

87. By allowing a non-attorney agent to evaluate legal needs and set fees for legal services and perform legal services independently and without supervision by Respondent as to Limon's legal matter, Respondent aided a person or entity in the unauthorized practice of law and thereby willfully violated Rules of Professional Conduct, rule 1-300(A).

Case No. 13-O-11899 (Complainant: Edik Besha)

88. On January 10, 2013, Edik Besha ("Besha") employed Respondent to negotiate a home mortgage loan modification for a property Besha owned and signed a Retainer Agreement with Respondent's non-attorney agent.

89. The Retainer Agreement called for an initial payment of \$3,500 and monthly payments thereafter of \$495.

90. On January 11 and January 25, 2013, Besha made two payments to Respondent totaling \$3,500 for the loan modification work, pursuant to the Retainer Agreement. In addition, on February 10, 2013, Besha paid \$495 for loan modification services.

91. In March 2013, Besha terminated Respondent's services and requested a refund of the \$3,995 advance fees.

92. At the time Respondent charged or collected or received the \$3,995 advance fee he had not fully performed each and every service he had contracted to or represented he would perform.

93. At the time Besha retained Respondent on January 10, 2013, Respondent's non-attorney agent met with Besha, evaluated Besha's legal needs, suggested a course of action, set a fee for legal services and performed legal services for Besha independently and without supervision by Respondent.

94. Respondent did not earn all of the advanced fees.

95. Respondent has provided a full refund to Besha.

96. To date, Respondent has failed to provide Besha with an accounting for the \$3,995 in advance fees.

CONCLUSIONS OF LAW:

97. By agreeing to negotiate a home mortgage loan modification for Besha and charging and collecting at least \$3,995 in fees from Besha when Respondent had not completed all loan modification services he had agreed to perform, Respondent negotiated, arranged or otherwise offered to perform a home 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 and thereby willfully violated Business and Professions Code, section 6106.3(a).

98. By allowing a non-attorney agent to evaluate legal needs and set fees for legal services and perform legal services independently and without supervision by Respondent as to Besha's legal matter, Respondent aided a person or entity in the unauthorized practice of law and thereby willfully violated Rules of Professional Conduct, rule 1-300(A).

Case No. 13-O-11944 (Complainant: Dionicio Salazar)

99. On December 14, 2012, Dionicio Salazar and his wife (collectively "Salazar") employed Respondent to negotiate a home mortgage loan modification for a property Salazar owned. At the time Salazar hired Respondent, Salazar was requested to pay an initial fee of \$3,000 and thereafter pay \$495 a month.

100. Salazar paid: \$1,000 on December 20, 2012; and \$2,000 on December 31, 2012. In addition, Salazar made two monthly payments of \$495 between December 2012 and February 2013.

101. In total, Salazar paid Respondent \$3,990 for loan modification services.

102. In February 2013, Salazar terminated Respondent's services and requested a refund of fees.

103. At the time Respondent charged or collected or received the \$3,990 advance fee he had not fully performed each and every service he had contracted to or represented he would perform.

104. At the time Salazar retained Respondent on December 14, 2012, Respondent's non-attorney agent met with Salazar, evaluated Salazar's legal needs, suggested a course of action, set a fee for legal services and performed legal services for Salazar independently and without supervision by Respondent.

105. Respondent did not earn all of the advanced fees.

106. Respondent has provided a full refund to Salazar.

107. To date, Respondent has failed to provide Salazar with an accounting for the \$3,990 in advance fees.

CONCLUSIONS OF LAW:

108. By agreeing to negotiate a home mortgage loan modification for Salazar and by charging or collecting \$3,990 in fees from Salazar when Respondent had not completed all loan modification services he had agreed to perform, Respondent negotiated, arranged or otherwise offered to perform a home 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 and thereby willfully violated Business and Professions Code, section 6106.3(a).

109. By allowing a non-attorney agent to evaluate legal needs and set fees for legal services and perform legal services independently and without supervision by Respondent as to Salazar's legal matter, Respondent aided a person or entity in the unauthorized practice of law and thereby willfully violated Rules of Professional Conduct, rule 1-300(A).

Case No. 13-O-12087 (Complainant: Maria Vera-Lopez)

110. On October 11, 2012, Maria Vera-Lopez and her husband (collectively "Lopez") employed Respondent to negotiate a home mortgage loan modification for property Lopez owned. At the time Lopez hired Respondent, Lopez was requested to pay an initial fee of \$2,500, and thereafter pay \$495 a month.

111. Lopez paid: \$1,250 on October 12, 2012; and \$1,250 on October 31, 2012. In addition, Lopez paid \$495 on November 12, 2012. Lopez paid Respondent a total of \$2,995 for loan modification services.

112. In December 2012, Lopez terminated Respondent's services and requested a refund.

113. At the time Respondent charged or collected or received the \$2,995 advance fee he had not fully performed each and every service he had contracted to or represented he would perform.

114. At the time Lopez retained Respondent on October 11, 2012, Respondent's non-attorney agent met with Lopez, evaluated Lopez's legal needs, suggested a course of action, set a fee for legal services and performed legal services for Lopez independently and without supervision by Respondent.

115. Respondent did not earn all of the advanced fees.

116. Respondent has provided a full refund to Lopez.

117. To date, Respondent has failed to provide Lopez with an accounting for the \$2,995 in advance fees.

CONCLUSIONS OF LAW:

118. By agreeing to negotiate a home mortgage loan modification for Lopez and by charging or collecting \$2,995 in fees from Lopez when Respondent had not completed all loan modification services he had agreed to perform, Respondent negotiated, arranged or otherwise offered to perform a home 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 and thereby willfully violated Business and Professions Code, section 6106.3(a).

119. By allowing a non-attorney agent to evaluate legal needs and set fees for legal services and perform legal services independently and without supervision by Respondent as to Lopez's legal matter, Respondent aided a person or entity in the unauthorized practice of law and thereby willfully violated Rules of Professional Conduct, rule 1-300(A).

Case No. 13-O-12471 (Complainant: Rogelio Perez)

120. On November 30, 2012, Rogelio Perez ("Perez") employed Respondent to negotiate a home mortgage loan modification for a property Perez owned. At the time Perez hired Respondent, Perez was requested to pay an initial fee of \$3,500, and \$495 monthly thereafter.

121. On that same date, Perez agreed to pay Respondent \$1,500 on December 1, 2012 and an additional \$2,000 to Respondent on December 15, 2012 by automatic ACH withdrawals from his bank account.

122. On December 1, 2012, Respondent withdrew \$1,500 from Perez's bank account.

123. On December 12, 2012, Perez terminated Respondent's services, placed a stop payment on the previously authorized \$2,000 payment and requested a refund of the \$1,500 in fees already received by Respondent.

124. At the time Respondent charged or collected or received the \$1,500 advance fee he had not fully performed each and every service he had contracted to or represented he would perform.

125. At the time Perez retained Respondent on November 30, 2012, Respondent's non-attorney agent met with Perez, evaluated Perez's legal needs, suggested a course of action, set a fee for legal services and performed legal services for Perez independently and without supervision by Respondent.

126. Respondent did not earn all of the advanced fees.

127. Respondent has provided a full refund to Perez.

128. To date, Respondent has failed to provide Perez with an accounting for the \$1,500 in advance fees.

CONCLUSIONS OF LAW:

129. By agreeing to negotiate a home mortgage loan modification for Perez and charging or collecting \$1,500 in fees from Perez when Respondent had not completed all loan modification services he had agreed to perform, Respondent negotiated, arranged or otherwise offered to perform a home 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 and thereby willfully violated Business and Professions Code, section 6106.3(a).

130. By allowing a non-attorney agent to evaluate legal needs and set fees for legal services and perform legal services independently and without supervision by Respondent as to Perez's legal matter, Respondent aided a person or entity in the unauthorized practice of law and thereby willfully violated Rules of Professional Conduct, rule 1-300(A).

Case No. 13-O-12475 (Complainant: Barbara Ojeda)

131. On November 17, 2012, Barbara Ojeda ("Ojeda") employed Respondent to negotiate a home mortgage loan modification for a property Ojeda owned and signed a Retainer Agreement with Respondent's non-attorney agent.

132. The Retainer Agreement called for an initial payment of \$2,000 and \$495 each month thereafter.

133. On November 28, 2012, Ojeda paid Respondent \$2,000 for the loan modification work, pursuant to the Retainer Agreement.

134. On January 2, 2013 and January 28, 2013, Ojeda made two monthly payments to Respondent.

135. By January 28, 2013, Ojeda paid Respondent a total of approximately \$2,990.

136. In February 2013, Ojeda terminated Respondent's services and requested a refund of the \$2,990 in fees already received by Respondent.

137. At the time Respondent charged or collected or received the \$2,990 advance fee he had not fully performed each and every service he had contracted to or represented he would perform.

138. At the time Ojeda retained Respondent on November 17, 2012, Respondent's non-attorney agent met with Ojeda, evaluated Ojeda's legal needs, suggested a course of action, set a fee for legal services and performed legal services for Ojeda independently and without supervision by Respondent.

139. Respondent did not earn all of the advanced fees.

140. Respondent has provided a full refund to Ojeda.

141. To date, Respondent has failed to provide Ojeda with an accounting for the \$2,990 in advance fees.

CONCLUSIONS OF LAW:

142. By agreeing to negotiate a home mortgage loan modification for Ojeda and charging or collecting \$2,990 in fees from Ojeda when Respondent had not completed all loan modification services he had agreed to perform, Respondent negotiated, arranged or otherwise offered to perform a home 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 and thereby willfully violated Business and Professions Code, section 6106.3(a).

143. By allowing a non-attorney agent to evaluate legal needs and set fees for legal services and perform legal services independently and without supervision by Respondent as to Ojeda's legal matter, Respondent aided a person or entity in the unauthorized practice of law and thereby willfully violated Rules of Professional Conduct, rule 1-300(A).

Case No. 13-O-12479 (Complainant: Jose Tejada)

144. On October 21, 2012, Jose Tejada ("Tejada") employed Respondent to negotiate a home mortgage loan modification for a property Tejada owned and signed a Retainer Agreement with Respondent's non-attorney agent.

145. The Retainer Agreement called for an initial payment of \$2,500 and \$495 each month thereafter.

146. On November 8, 2012 and November 20, 2012, Tejada made two payments to Respondent pursuant to the retainer agreement. Tejada paid Respondent a total of approximately \$2,500 by on November 20, 2012.

147. On February 8, 2013, Tejada terminated Respondent's services and requested a refund of the \$2,500 in fees already received by Respondent.

148. At the time Respondent charged or collected or received the \$2,500 advance fee he had not fully performed each and every service he had contracted to or represented he would perform.

149. At the time Tejada retained Respondent on October 21, 2012, Respondent's non-attorney agent met with Tejada, evaluated Tejada's legal needs, suggested a course of action, set a fee for legal services and performed legal services for Tejada independently and without supervision by Respondent.

150. Respondent did not earn all of the advanced fees.

151. Respondent has provided a full refund to Tejada.

152. To date, Respondent has failed to provide Tejada with an accounting for the \$2,500 in advance fees.

CONCLUSIONS OF LAW:

153. By agreeing to negotiate a home mortgage loan modification for Tejada and charging or collecting \$2,500 in fees from Tejada when Respondent had not completed all loan modification services he had agreed to perform, Respondent negotiated, arranged or otherwise offered to perform a home 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 and thereby willfully violated Business and Professions Code, section 6106.3(a).

154. By allowing a non-attorney agent to evaluate legal needs and set fees for legal services and perform legal services independently and without supervision by Respondent as to Tejada's legal matter, Respondent aided a person or entity in the unauthorized practice of law and thereby willfully violated Rules of Professional Conduct, rule 1-300(A)

Case Nos. 13-O-11104; 13-O-11105; 13-O-11141; 13-O-11576; 13-O-11752;
13-O-11863; 13-O-11890; 13-O-11892; 13-O-11899; 13-O-11944;
13-O-12087; 13-O-12471; 13-O-12475; 13-O-12479

155. Between August 7, 2012 and February 13, 2013, Respondent agreed to accept representation of the following clients for loan modification-related services: Eugenio Reyes, Isabel Cisneros, Xiomara Chavez, Maria Carrillo, Christopher Reynolds, Maricela Tepeque, Ismael Leon, Julio Limon, Edik Besh, Dionicio Salazar, Maria Vera-Lopez, Rogelio Perez, Barbara Ojeda and Jose Tejada ("the Clients"). Each of the Clients paid Respondent advance fees at or shortly after hiring Respondent.

156. Each of the Clients terminated Respondent's and requested a refund of the advance fees already received by Respondent. The last of the Clients terminated Respondent in March 2013.

157. To date, Respondent has failed to provide any the Clients with an accounting for any of the advance fees already received by Respondent.

CONCLUSIONS OF LAW:

158. By failing to provide any of the Clients with an accounting for advanced fees, Respondent failed to render appropriate accounts to his clients regarding all funds coming into Respondent's possession and thereby willfully violated Rules of Professional Conduct, rule 4-100(B)(3).

AGGRAVATING CIRCUMSTANCES.

Prior Record of Discipline (Std. 1.5(a)): In a Hearing Department decision filed on December 9, 2013, Respondent was suspended for three years, execution stayed, and placed on disciplinary probation for a period of four years, subject to certain conditions, including an 18-month actual suspension. In this prior matter, Respondent was found to have charged and collected advanced fees for loan modification services in 20 client matters in violation of section 2944.7(a)(1) of the Civil Code and thereby willfully violated Business and Professions Code, section 6106.3(a). The effective date for this prior record of discipline is pending as the Hearing Department decision is on appeal before the Review Department of the State Bar Court.

Harm (Std. 1.5(f)): In the current matter, Respondent caused his 14 clients significant harm by keeping his clients' funds for an extended period of time while they faced foreclosure and additional costs. (*In the Matter of Casey* (Review Dept. 2008) 5 Cal. State Bar Ct. Rptr. 117, 126 [significant harm found where client incurred additional fees and costs and suffered three years of misery in an unsuccessful attempt to reclaim condominium].) In addition, Respondent's charging and collecting advanced fees for loan modifications in violation of law harmed the public and the administration of justice. (*In the Matter of Wells* (Review Dept. 2006) 4 Cal. State Bar Ct. Rptr. 896, 913 [collecting illegal fees significantly harmed the public, the administration of justice and clients].)

Multiple Acts of Misconduct (Std. 1.5(b)): In this matter, Respondent committed multiple acts of professional misconduct. In 14 client matters, Respondent repeatedly failed to comply with Civil Code section 2944.7(a)(1) in willful violation of Business and Professions Code, section 6106.3(a) as well as multiple violations of Rules of Professional Conduct, rules 1-300(A) and 4-100(B)(3).

Pattern of Misconduct (Std. 1.5(b)): In this matter, Respondent engaged in a pattern of violating Civil Code section 2944.7(a)(1) in willful violation of Business and Professions Code, section 6106.3(a) that spanned at least six months and involved 14 clients. (*In the Matter of Lenard* (Review Dept. 2013) 5 Cal. State Bar Ct. Rptr. 250, 260 [12 acts of UPL across nine different states constituted a pattern of misconduct].) In addition, Respondent's misconduct in the prior and current matters both involved repeated violations of Business and Professions Code, section 6106.3(a) that spanned over three years (January 2010 through February 2013) and involved 34 clients.

MITIGATING CIRCUMSTANCES.

Additional Mitigating Circumstances:

Pretrial Stipulation: Respondent has agreed to enter into this pre-trial stipulation to fully resolve this matter without the necessity of a trial, thereby saving the State Bar time and resources.

(*Silva-Vidor v. State Bar* (1989) 49 Cal.3d 1071, 1079 [where mitigative credit was given for entering into a stipulation as to facts and culpability].)

Restitution: Respondent has refunded all fees paid by each of the 14 clients in this matter. However, Respondent only provided refunds after the State Bar instituted proceedings in State Bar Court pursuant to Business and Professions Code section 6007(c). (*In the Matter of Potack* (1991) 1 Cal. State Bar Ct. Rptr. 525, 538 [restitution paid under the pressure of a State Bar Court proceeding was entitled to little weight].)

AUTHORITIES SUPPORTING DISCIPLINE.

The Standards for Attorney Sanctions for Professional Misconduct “set forth a means for determining the appropriate disciplinary sanction in a particular case and to ensure consistency across cases dealing with similar misconduct and surrounding circumstances.” (Rules Proc. of State Bar, tit. IV, Stds. for Atty. Sanctions for Prof. Misconduct, std. 1.1. All further references to “Standards” are to this source.) The Standards help fulfill the primary purposes of discipline, which include: protection of the public, the courts and the legal profession; maintenance of the highest professional standards; and preservation of public confidence in the legal profession. (See std. 1.1; *In re Morse* (1995) 11 Cal.4th 184, 205.)

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.) If a recommendation is at the high end or low end of a Standard, an explanation must be given as to how the recommendation was reached. (Std. 1.1.) “Any disciplinary recommendation that deviates from the Standards must include clear reasons for the departure.” (Std. 1.1; *Blair v. State Bar* (1989) 49 Cal.3d 762, 776, fn. 5.)

In determining whether to impose a sanction greater or less than that specified in a given Standard, in addition to the factors set forth in the specific Standard, consideration is to be given to the primary purposes of discipline; the balancing of all aggravating and mitigating circumstances; the type of misconduct at issue; whether the client, public, legal system or profession was harmed; and the member’s willingness and ability to conform to ethical responsibilities in the future. (Stds. 1.7(b) and (c).)

Here, Respondent has stipulated that he committed 29 counts of professional misconduct. Standards 1.7(b) and (c) require that where a Respondent has committed 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.

In this matter, Standard 2.14 is the most applicable standard based on Respondent’s multiple violations of Business and Professions Code, section 6106.3(a). Specifically, in 14 client matters herein Respondent accepted advance fees for loan modification services prior to the completion of each and every service contracted for in each client’s fee agreement. Standard 2.14 provides that “[d]isbarment or actual suspension is appropriate for any violation of a provision of Article 6 of the Business and Professions Code, not otherwise specified in these Standards.”

In addition, there are four aggravating circumstances and two mitigating circumstances. Respondent's misconduct is aggravated by the existence of a prior record of discipline, significant harm to clients, the public and the administration of justice, multiple acts of misconduct and a pattern of misconduct. On the other hand, Respondent's misconduct is mitigated by his agreement to enter into this pre-trial stipulation and the making of full restitution. Therefore, given the repeated nature of Respondent's misconduct as well as the fact that the aggravating circumstances far outweigh the mitigation the application of the higher sanction of disbarment provided for in Standard 2.14 is warranted.

Also, pursuant to Standard 1.8(a), professional discipline is meant to be progressive. That is, if a member "...has a single prior record of discipline, the sanction must be greater than the previously imposed sanction unless the prior discipline was so remote in time and the previous misconduct was not serious enough that imposing greater discipline would be manifestly unjust." These latter exceptions are not applicable here.

In the prior matter, Respondent received an 18-month actual suspension recommendation from the Hearing Department which is currently on appeal. Respondent's misconduct in the prior matter was serious as it involved repeated violations of Business and Professions Code section 6106.3(a) in 20 client matters. In addition, Respondent's misconduct in the prior matter was not remote in time because it occurred only a year or at most two years before the misconduct in the current matter took place.

Significantly, Respondent was aware of the ethically suspect nature of his conduct in accepting advanced fees in loan modification cases before any of the 14 clients in the current matter retained him. Even more, 12 of the 14 clients in the current matter retained Respondent after the State Bar filed its Notice of Disciplinary Charges in the prior matter. Where misconduct addressed by a current disciplinary proceeding resembles misconduct addressed by a prior disciplinary proceeding and occurred after the filing of a notice to show cause in the prior proceeding, the attorney has been notified of the ethically questionable nature of the misconduct. (*In the Matter of Kaplan* (Review Dept. 1996) 3 Cal. State Bar Ct. Rptr. 547, 564; *In the Matter of Bach* (Review Dept. 1991) 1 Cal. State Bar Ct. Rptr. 631, 646; *In the Matter of Miller* (Review Dept. 1990) 1 Cal. State Bar Ct. Rptr. 131, 136.) Thus, where the misconduct addressed by the current proceeding happened after the filing of a notice to show cause in the prior proceeding, the prior disciplinary proceeding warrants significant weight in aggravation. (*In the Matter of Kaplan*, supra, 3 Cal. State Bar Ct. Rptr. at 564.) Therefore, pursuant to Standard 1.8(a), the imposition of greater discipline in the current matter is appropriate.

As stated above, Respondent's prior record of discipline is still pending. Nevertheless, the above analysis, pursuant to Standard 2.14, demonstrates that given the repeated and significantly aggravated nature of Respondent's misconduct, a disbarment recommendation is warranted even if the aggravating weight of Respondent's prior record of discipline was not taken into consideration.

Therefore, based on the foregoing the appropriate level of discipline under Standard 2.14 that best serves the protection of the public, the courts and the profession, as well as the maintenance of high professional standards for attorneys and the preservation of public confidence in the legal profession is disbarment.

Disbarment is also supported by case law. In *Farnham v. State Bar* (1988) 47 Cal.3d 429, an attorney committed multiple acts of misconduct in nine client matters. In addition, the attorney had two prior records of discipline. The Supreme Court disbarred the attorney explaining that the "...combined record of this disciplinary proceeding and [the attorney's] prior discipline shows not a series of aberrant or uncharacteristic acts, but rather 'a continuing course of serious professional misconduct extending over a

period of several years.’...The risk of [attorney] repeating this misconduct if he were permitted to continue in practice would appear to be considerable....As [attorney’s] conduct demonstrates, ‘the public and the legal profession would not be sufficiently protected if we merely, once again, suspended petitioner from the practice of law.’ (*Farnham v. State Bar*, supra, 47 Cal.3d at pages 259-260 (citations omitted.))

Here, Respondent’s conduct in the prior matter and the current matter both involve violations of Business and Professions Code, section 6106.3(a), the charging or collecting of advance fees for loan medication services. Further, there is no overlap in the time that the misconduct in the prior matter and in the current matter occurred. In addition, as noted in the above discussion, all of the misconduct in the current matter occurred after the State Bar made Respondent aware of the ethically questionable nature of his conduct. Nevertheless, Respondent intentionally continued to commit a pattern of misconduct. Therefore, Respondent, like the attorney in *Farnham*, demonstrates a considerable risk that he will repeat his misconduct and the public would not be sufficiently protected if Respondent was not disbarred.

DISMISSALS.

The parties respectfully request the Court to dismiss the following alleged violations in the interest of justice:

<u>Case No.</u>	<u>Count</u>	<u>Alleged Violation</u>
13-O-11104	THREE	Rules of Professional Conduct, rule 3-700(D)(2)
13-O-11105	SEVEN	Rules of Professional Conduct, rule 3-700(D)(2)
13-O-11141	ELEVEN	Rules of Professional Conduct, rule 3-700(D)(2)
13-O-11576	FIFTEEN	Rules of Professional Conduct, rule 3-700(D)(2)
13-O-11752	NINETEEN	Rules of Professional Conduct, rule 3-700(D)(2)
13-O-11863	TWENTY-THREE	Rules of Professional Conduct, rule 3-700(D)(2)
13-O-11890	TWENTY-SEVEN	Rules of Professional Conduct, rule 3-700(D)(2)
13-O-11892	THIRTY-ONE	Rules of Professional Conduct, rule 3-700(D)(2)
13-O-11899	THIRTY-FIVE	Rules of Professional Conduct, rule 3-700(D)(2)
13-O-11944	THIRTY-NINE	Rules of Professional Conduct, rule 3-700(D)(2)
13-O-12087	FORTY-THREE	Rules of Professional Conduct, rule 3-700(D)(2)
13-O-12471	FORTY-SEVEN	Rules of Professional Conduct, rule 3-700(D)(2)
13-O-12475	FIFTY-ONE	Rules of Professional Conduct, rule 3-700(D)(2)
13-O-12479	FIFTY-FIVE	Rules of Professional Conduct, rule 3-700(D)(2)
13-O-11104, et al.	FIFTY-SEVEN	Business and Professions Code section 6106
13-O-11105, et al.	FIFTY-EIGHT	Business and Professions Code section 6106
13-O-11105, et al.	FIFTY-NINE	Business and Professions Code section 6106

COSTS OF DISCIPLINARY PROCEEDINGS.



Respondent acknowledges that the Office of the Chief Trial Counsel has informed Respondent that as of September 29, 2014, the prosecution costs in this matter are \$20,908.96. Respondent further acknowledges that should this stipulation be rejected or should relief from the stipulation be granted, the costs in this matter may increase due to the cost of further proceedings.

(Do not write above this line.)

In the Matter of: STEPHEN LYSTER SIRINGORINGO	Case number(s): 13-O-11104; 13-O-11105; 13-O-11141; 13-O-11576; 13-O-11752; 13-O-11863; 13-O-11890; 13-O-11892; 13-O-11899; 13-O-11944; 13-O-12087; 13-O-12471; 13-O-12475; 13-O-12479
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SIGNATURE OF THE PARTIES

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

9-30-14		Stephen Lyster Siringoringo
Date	Respondent's Signature	Print Name
Date	Respondent's Counsel Signature	Print Name
10-01-14		Ashod Mooradian
Date	Deputy Trial Counsel's Signature	Print Name

(Do not write above this line.)

In the Matter of: STEPHEN LYSTER SIRINGORINGO	Case Number(s): 13-O-11104; 13-O-11105; 13-O-11141; 13-O-11576; 13-O-11752; 13-O-11863; 13-O-11890; 13-O-11892; 13-O-11899; 13-O-11944; 13-O-12087; 13-O-12471; 13-O-12475; 13-O-12479
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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.

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 Stephen Lyster Siringoringo 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.

October 14, 2014
Date


GEORGE E. SCOTT, JUDGE PRO TEM
Judge of the State Bar Court

CERTIFICATE OF SERVICE

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

I am a Case Administrator of the State Bar Court of California. I am over the age of eighteen and not a party to the within proceeding. Pursuant to standard court practice, in the City and County of San Francisco, on October 15, 2014, 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:

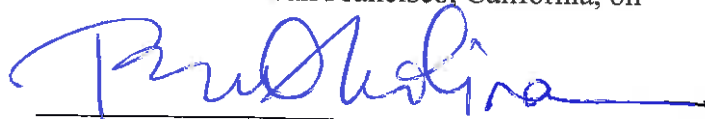
- by first-class mail, with postage thereon fully prepaid, through the United States Postal Service at San Francisco, California, addressed as follows:

STEPHEN L. SIRINGORINGO
14331 EUCLID ST STE 207
GARDEN GROVE, CA 92843

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

ASHOD MOORADIAN, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in San Francisco, California, on October 15, 2014.



Bernadette C.O. Molina
Case Administrator
State Bar Court