

STATE BAR COURT OF CALIFORNIA
HEARING DEPARTMENT – LOS ANGELES

In the Matter of)	Case No.: 13-TE-12378-RAH
)	
STEPHEN LYSTER SIRINGORINGO)	DECISION AND ORDER OF INACTIVE
)	ENROLLMENT (BUS. & PROF.
Member No. 264161)	CODE § 6007, SUBD. (c)(1)
)	
<u>A Member of the State Bar.</u>)	

Introduction¹

This matter is before the court on the verified application of the Office of the Chief Trial Counsel of the State Bar of California (State Bar) seeking to involuntarily enroll respondent Stephen Lyster Siringoringo (respondent) as an inactive member of the State Bar pursuant to Business and Professions Code section 6007, subdivision (c)(1), and rule 5.226 of the Rules of Procedure of the State Bar of California (Rules of Procedure).

On July 1, 2013, respondent filed a response to the application. The State Bar was represented by Senior Trial Counsel Brooke Schafer and Deputy Trial Counsel Ashod Mooradian. Respondent was represented by Edward Lear. A hearing was held on July 9, 2013; and this matter was submitted on July 12, 2013.

After reviewing and considering this matter, the court finds that respondent’s conduct poses a substantial threat of harm to his clients or the public, and respondent is ordered

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

involuntarily enrolled as an inactive member of the State Bar pursuant to section 6007, subdivision (c)(1). This finding is made on the rather limited basis that his business model, as currently conceived, fails to comply with the requirements of law. As noted below, if that business model is changed in a manner that overcomes this deficiency, respondent may petition this court to terminate the inactive enrollment, upon the appropriate proof.

Findings of Fact and Conclusions of Law

Respondent was admitted to the practice of law in California on July 28, 2009, and has been a member of the State Bar at all times since.

Section 6007, subdivision (c), authorizes the court to order an attorney's involuntary inactive enrollment upon a finding that the attorney's conduct poses a substantial threat of harm to the interests of the attorney's clients or to the public. In order to find that an attorney's conduct poses a threat of harm, the following three factors must be shown: (1) the attorney has caused or is causing substantial harm to his clients or the public; (2) the injury to the attorney's clients or the public in denying the application will be greater than any injury that would be suffered by the attorney if the application is granted or, alternatively, there is a reasonable likelihood that the harm will continue;² and (3) there is a reasonable probability that the State Bar will prevail on the merits of the underlying disciplinary matter. (*Conway v. State Bar* (1989) 47 Cal.3d 1107; *In the Matter of Mesce* (Review Dept. 1993) 2 Cal. State Bar Ct. Rptr. 658, 661.)

Respondent was given notice of this proceeding pursuant to rule 5.226(E) of the Rules of Procedure. The application is based on matters not yet the subject of disciplinary charges pending in the State Bar Court. (Rules Proc. of State Bar, rule 5.226(C).) The evidence before the court comes by way of declaration, requests for judicial notice, and transcripts. (Rules Proc. of State Bar, rule 5.230(A).)

² But where the evidence establishes a pattern of behavior, including acts likely to cause substantial harm, the burden of proof shifts to the attorney to show that there is no reasonable likelihood that the harm will reoccur or continue.

The State Bar submitted 15 declarations with supporting evidence – 14 from individual clients. Respondent submitted his own declaration and 4 declarations from office personnel.³ There were considerable discrepancies between the State Bar’s and respondent’s declarations. While the State Bar’s declarations portray dissatisfaction and a belief that little to no work was performed by respondent and his firm, respondent’s declarations and exhibits illustrate otherwise. While weighing the credibility of the parties’ declarations, the court notes that respondent’s declaration was based on his client files and did not demonstrate any first-hand knowledge of the present client matters.⁴

General Background of Respondent’s Loan Modification Practice

Respondent is the owner of the Siringoringo Law Firm. This firm works in the area of home mortgage loan modification. By respondent’s estimates, the Siringoringo Law Firm has assisted thousands of distressed homeowners and obtained over 4,300 loan modifications.

On October 11, 2009, the California Legislature enacted SB 94, which was codified in the Civil Code as section 2944, et seq. Among other things, these sections precluded persons performing loan modifications (loan modification professionals) from charging or collecting advanced fees before negotiating, attempting to negotiate, arranging, attempting to arrange, or otherwise offering to perform a loan modification. Specifically, Civil Code section 2944.7, subdivision (a)(1), states that it is unlawful for loan modification professionals to “claim, demand, charge, collect, or receive any compensation until after the person has fully performed each and every service the person contracted to perform or represented that he or she would perform.”

³ As an exhibit, respondent also provided 85 short declarations from satisfied clients.

⁴ Much of the work identified in respondent’s client files was performed by employees who did not provide declarations in this matter. The employee declarations that respondent did provide spoke in general terms and did not address individual matters.

The Siringoringo Law Firm devised a retainer agreement splitting the loan modification representation into “stages.” Stages 1 and 2 involved pre-qualification and completing a loan modification application. Stage 3 involved submitting the client’s loan modification application, communicating with the lender, and negotiating on the client’s behalf.

Clients would be required to pay the Siringoringo Law Firm a flat fee upon completion of the services rendered in stages 1 and 2. These services could be completed in as little as one day. In the present matters, the amount of the stages 1 and 2 fee ranged between \$2,000 and \$3,500.

Stage 3 was described in the retainer agreement as “optional.” In stage 3, a flat fee of \$495 would be collected from the client every 30 days. The retainer agreement stated that the client agreed to pay the stage 3 fee once the 30-day period had concluded or upon acceptance/rejection of modification. If the client elected to cancel the “optional” services of stage 3, he or she would need to do so in writing within three days after signing the retainer agreement. If stage 3 was canceled, a “fee of \$250 per hour worked on the file [would] be due.”⁵

In the present matter, none of the clients sought to cancel stage 3 within three days of the engagement letter/retainer agreement, or at any time. Therefore, even if respondent performed all of the services contained in stages 1 and 2 prior to charging the client a fee, respondent’s contracted loan modification services also included the services listed in stage 3. In each of the client matters, respondent was to be paid upon preparing the loan modification application and completing stages 1 and 2.⁶ He then continued to receive the monthly \$495 payments after each 30-day period while awaiting a decision by the lender.

⁵ This language was in respondent’s retainer agreement, but its meaning is unclear. It implies that additional fees could be due even if the client cancels stage 3.

⁶ As noted in the facts surrounding the client matters set forth below, this rule was not always followed.

Client Matters

The court's findings of fact and conclusions of law relating to each of the 14 client matters are reflected below.

The Reynolds Matter

On October 15, 2012, Christopher Reynolds (Reynolds) went to the Siringoringo Law Firm. There he met with a person, who identified herself as one of respondent's employees, Mireya Villanueva (Villanueva). Reynolds agreed to retain respondent to negotiate a loan modification with his lender Bank of America. Villanueva informed Reynolds that respondent's firm has a special arrangement with Bank of America whereby the modification would be completed within 45 days. Reynolds retained respondent and signed a retainer agreement for respondent to negotiate a loan modification on Reynolds's behalf. At the time Reynolds signed the retainer agreement, Reynolds was requested to pay an initial fee of \$3,500.

At this initial meeting, Villanueva reviewed Reynolds's papers and said that he met all the requirements for a modification, and that all his paperwork would be submitted immediately.

On or about October 15, 2012, Reynolds paid an initial up-front fee of \$1,000 via check, and on or about November 7, 2012, an additional \$2,500 was automatically withdrawn from his bank account. On or about December 11, 2012, December 31, 2012, and January 17, 2013, three payments of \$495 were deducted from his bank account. Reynolds paid a total of \$4,985 to respondent for loan modification services.

In or about October 2012, Reynolds received a phone call from Randy Maldonado (Maldonado) who informed Reynolds that he was one of respondent's loan processors and that all of Reynolds's paperwork was in order to be submitted. After 45 days of not hearing from respondent or his staff, Reynolds called Maldonado to inquire about the status of his loan

modification. Maldonado requested additional documents from Reynolds, which Reynolds faxed over to him.

On or about January 9, 2013, Reynolds called and informed Maldonado that Reynolds had received a certified letter advising that a sale auction of his house would take place on January 28, 2013. Maldonado stated that he had not been able to reach his contact at Bank of America. By the end of January 2013, Maldonado still had not been able to reach his Bank of America contact, and due to the urgency of Reynolds's matter, Maldonado suggested that Reynolds file for bankruptcy to stop the sale of his home. Reynolds spoke to respondent's firm's bankruptcy department and was advised that they did not do "emergency bankruptcies."

Soon after, Reynolds retained another attorney who specialized in chapter 13 bankruptcies. Reynolds requested a full refund of the \$4,985 that Reynolds paid respondent for a loan modification.⁷

Legal Conclusions

Pursuant to section 6007, subdivision (c)(2)(C), the court finds that there is a reasonable probability that the State Bar will prevail as to the following charge:

1. Section 6106.3, subd. (a)⁸ [Failure to Comply with Civil Code § 2944.7, subd. (a)].⁹

⁷ It is not clear from the declarations whether or not Reynolds received a refund.

⁸ Section 6106.3 provides that an attorney must not engage in any conduct in violation of section 2944.7 of the Civil Code. Section 2944.7 of the Civil Code provides, in pertinent part, that notwithstanding any other provision of law, it shall be unlawful for any person who negotiates, attempts to negotiate, arranges, attempts to arrange, or otherwise offers to perform a mortgage loan modification or other form of mortgage loan forbearance for a fee or other compensation paid by the borrower, to claim, demand, charge, collect, or receive any compensation until after the person has fully performed each and every service the person contracted to perform or represented that he or she would perform.

⁹ Giving his clients a three-day option to cancel the third stage does not insulate respondent from the requirements of Civil Code section 2944.7.

The Besha Matter

In or about January 2013, after seeing an advertisement on television, Edik Besha (Besha) contacted the Siringoringo Law Firm. On or about January 10, 2013, Besha called and spoke with a person in respondent's Glendale office who identified himself as Michael and said he was a contract manager for respondent's office. Besha explained to Michael that he was two payments behind in his mortgage with Wells Fargo Home Mortgage (Wells Fargo) because of some financial problems his family was experiencing. They discussed the possibility of respondent assisting Besha with getting a loan modification with Wells Fargo. Michael told Besha get all his papers together and set up a meeting.

On or about that same day, Michael came to Besha's work place to review his documents and informed Besha that he qualified for a loan modification. Michael had a retainer agreement with him to retain respondent to negotiate a loan modification with Wells Fargo. Besha signed the retainer agreement.

At the time Besha signed the retainer agreement, Michael said he would need \$3,000 for attorney fees and \$500 for processing fees. On or about that same day, Besha authorized two automated electronic payments (ACH) in the amounts of \$500 and \$3,000 to be debited from his bank account on January 11 and January 25, 2013, respectively. Besha also authorized a \$495 monthly service fee via ACH from his account on February 10, 2013. Besha paid respondent a total of \$3,995 for loan modification services.

Michael told Besha he would fax all of Besha's paperwork to respondent's Upland office for processing and it would take two to three months for the loan modification approval. On or about January 24, 2013, Besha received a call from Valetta Manurung (Manurung) who stated she worked in respondent's Upland office and that she was Besha's new contact person for the

loan modification. Manurung said she was in the process of preparing his paperwork to be sent to Wells Fargo.

In or about February 2013, Besha began receiving calls from Wells Fargo informing him that his mortgage payments were entering three months past due and that his home would be foreclosed if Besha did not bring the payments up-to-date. Besha informed Wells Fargo that respondent's office was negotiating a loan modification with them on his behalf. Wells Fargo informed Besha that there was no record of communications or any documents from respondent's office regarding a loan modification on his behalf.

On or about February 15, 2013, Besha called Manurung and left several messages on the answering service requesting a call back regarding the status of the loan modification.

On or about February 25, 2013, Besha received a call from Vanessa, who identified herself as a loan processor in respondent's office. Vanessa informed him that Manurung was no longer employed at respondent's law office and that Besha's paperwork was lost. Besha was requested to provide all his documents again so the paperwork could be resubmitted to Wells Fargo. Besha requested to speak with a supervisor and was transferred to respondent's employee Trinity Brown (Brown). Besha spoke with Brown and informed her of his recent conversation with Wells Fargo. Brown advised him not to worry and stated that Besha probably had spoken to someone in the wrong department at Wells Fargo. Besha also informed Brown that even though Besha paid a processing fee in February 2013, it appeared that his loan modification was not being processed as promised by respondent's employees. Besha told Brown that he had no faith in respondent and his employees. Besha requested that Brown fax or mail him proof of the documents she allegedly submitted to Wells Fargo. Besha did not hear anything further from Brown after requesting proof of respondent's communication with Wells Fargo.

Thereafter, Besha made numerous requests to respondent and his employees for a full refund of the \$3,995. Besha never met or spoke with respondent.

In or about March 2013, Besha called respondent and left a message with a member of respondent's staff stating that Besha was terminating respondent's services, and requesting a full refund of the \$3,995 Besha paid for loan modification services. On or about March 19, 2013, respondent issued Besha a partial refund in the amount of \$2,200.¹⁰

Legal Conclusions

Pursuant to section 6007, subdivision (c)(2)(C), the court finds that there is a reasonable probability that the State Bar will prevail as to the following charges:

1. Section 6106.3, subd. (a) [Failure to Comply with Civil Code § 2944.7, subd. (a)]; and
2. Rule 3-700(D)(2)¹¹ [Failure to Refund Unearned Fees].¹²

The Tepeque Matter

On or about August 7, 2012, after seeing an advertisement on television, Maricela Tepeque (Tepeque) met with Rosemary—who identified herself as an employee of the Siringoringo Law Firm—regarding loan modifications for three properties Tepeque owned. The three properties were: her residence on Via Veneto, in Camarillo; a home on Santa Clara Avenue; and a home on Morado Place.

Tepeque was given only one retainer agreement, for her house located on Via Veneto and mortgaged with NationStar. At the time Tepeque signed the retainer agreement, she was requested to pay an up-front fee of \$8,490 to respondent.

¹⁰ Besha's declaration did not indicate whether he actually received this refund.

¹¹ Rule 3-700(D)(2) requires an attorney, upon termination of employment, to promptly refund any part of a fee paid in advance that has not been earned.

¹² Since respondent's fee was illegal, it was, by necessity, unearned. (*In re Wells* (Review Dept. 2006) 4 Cal. State Bar Ct. Rptr. 896, 909.) And while respondent refunded some of the fees paid by Besha, the entire fee was not refunded.

On or about August 13, 2012, Tepeque paid respondent \$4,500. On or about September 5, 2012, Tepeque paid respondent \$3,000. On or about November 1, 2013, Tepeque paid respondent \$990. Tepeque paid a total of \$8,490 to respondent for loan modification services.

In or about September 2012, Rosemary informed Tepeque that NationStar had denied her loan modification and that the loan modification for her second house on Santa Clara Avenue was also cancelled.

Tepeque does not know the status of the loan modification for the third house on Morado Place. No one from respondent's office will take her calls and provide her with any information. Tepeque has requested her file and a copy of all work performed from respondent's office. She has also requested a full refund. Neither respondent nor his staff has responded to Tepeque's requests and she has not received her file or any refund of fees.

Legal Conclusions

Pursuant to section 6007, subdivision (c)(2)(C), the court finds that there is a reasonable probability that the State Bar will prevail as to the following charges:

1. Section 6106.3, subd. (a) [Failure to Comply with Civil Code § 2944.7, subd. (a)]; and
2. Rule 3-700(D)(2) [Failure to Refund Unearned Fees].

The Reyes Matter

In or about October 2012, after hearing an advertisement on the radio, Eugenio Reyes (Reyes) contacted the Siringoringo Law Firm. On October 24, 2012, Reyes met with a person, who identified himself as one of respondent's employees, to learn if Reyes was eligible for a loan modification. The employee did not say whether he was an attorney or non-attorney, but from their conversation, Reyes believed he was not an attorney. The employee informed Reyes that he qualified for a loan modification. Based on the employee's representations, Reyes

retained respondent and signed a retainer agreement for respondent to negotiate a loan modification with Reyes's lender, IndyMac Mortgage.

At the time Reyes signed the retainer agreement, Reyes was requested to pay an initial fee of \$2,000, and to pay \$495 monthly as service fees. On October 24, 2012, Reyes authorized the amount of \$1,000 transferred from his account to respondent's account, and, on November 29, 2012, \$1,000 was paid to respondent by ACH debit from Reyes's account. Additionally, on November 29, 2012, January 2, 2013, and January 31, 2013, the amount of \$495, respectively, was withdrawn by ACH debit from Reyes's account, payable to respondent as monthly service fees. Reyes paid a total of \$3,485 to respondent for loan modification services.

In or about December 2012, Reyes contacted IndyMac and was informed that they had not received any documents from respondent's office or spoken with anyone from respondent's office regarding negotiating a loan modification on his behalf.

In or about December 2012, Reyes called respondent's office and spoke with an employee named Arturo. Reyes informed Arturo of his conversation with IndyMac. Arturo told Reyes to be patient because the office was negotiating with IndyMac. Reyes requested that respondent's staff terminate all work. Reyes requested a full refund of the \$2,495 that had been paid to respondent as of December 2012.

After Reyes requested respondent stop working on the loan modification for him, on or about January 2 and January 31, 2013, two additional payments for \$495 were withdrawn from his bank account. Reyes immediately contacted his bank and requested that no additional ACH payments to respondent be honored and debited from his account.

Thereafter, Reyes continued to call Arturo to request a refund in the amount of \$3,485, the total amount paid to respondent's law office. In April 2013, Reyes received a full refund from respondent's law office.

Legal Conclusions

Pursuant to section 6007, subdivision (c)(2)(C), the court finds that there is a reasonable probability that the State Bar will prevail as to the following charge:

1. Section 6106.3, subd. (a) [Failure to Comply with Civil Code § 2944.7, subd. (a)].

The Cisneros Matter

In or about August 2012, after seeing a commercial on television, Isabel Cisneros (Cisneros) contacted the Siringoringo Law Firm. On or about August 17, 2012, Cisneros and her husband met with two men—Luis and Sergio—who identified themselves as respondent's employees, to learn if they were eligible for a loan modification. At that time, Cisneros and her husband decided to retain respondent to negotiate a loan modification with their lender, Wells Fargo Bank. Cisneros and her husband signed a retainer agreement and filled out several documents, all of which were in English. Cisneros and her husband told Luis and Sergio that they did not speak or understand English well, as their primary language was Spanish. Cisneros and her husband did not receive a copy of the retainer agreement or documents until weeks later.

At no time did Cisneros and her husband meet respondent before signing the retainer agreement. At the time they signed the retainer agreement, Cisneros and her husband were requested to pay an initial fee of \$3,495, and to pay \$495 monthly as service fees between September 2012 and January 2013, via auto-withdrawal from their bank account. On or about August 24, 2012, \$3,495 was automatically deducted from their bank account. On or about September 19, 2012, \$495 was automatically deducted from their bank account.

From approximately August 2012 through October 2012, Cisneros's lender tried to contact respondent, but received no response from him or his office. On or about November 5, 2012; December 7, 2012; January 2, 2013; and January 24, 2013, four installment of \$495 were

automatically deducted from Cisneros's bank account. Cisneros paid a total of \$5,970 to respondent for loan modification services.

After the December 2012 withdrawal of \$495 from Cisneros's bank account, Cisneros and her husband told Sergio that they could not afford to continue to make payments. Sergio advised them to contact Mariela Minjares (Minjares) at respondent's office who oversaw the payment department. Cisneros and her husband spoke to Minjares who informed them that they should continue making their payments or their matter would be closed.

On or about January 29, 2013, a person from Wells Fargo Bank called Cisneros and her husband and informed them that their case was closed and the loan modification was denied. Cisneros and her husband immediately called Minjares to inquire why their matter was closed and the loan modification denied. Minjares informed them that the bank said they were able to make their mortgage payments and therefore they did not qualify for a loan modification. Minjares also advised Cisneros and her husband that they had the option to not make their mortgage payments for the next three months and then re-apply for the loan modification. Cisneros and her husband refused to put their home in further jeopardy and requested a refund of the \$5,970 that they had paid respondent for the loan modification services.

On or about February 20, 2013, Cisneros and her husband received a letter from respondent's office informing them that their case was closed.¹³

Legal Conclusions

Pursuant to section 6007, subdivision (c)(2)(C), the court finds that there is a reasonable probability that the State Bar will prevail as to the following charges:

1. Section 6106.3, subd. (a) [Failure to Comply with Civil Code § 2944.7, subd. (a)]; and

¹³ It is unclear whether Cisneros has received a partial refund. In her declaration dated June 1, 2013, Cisneros stated that respondent has not refunded any of the \$5,970, and no one from respondent's office will take her calls regarding a refund. Respondent's declaration, on the other hand, states that a \$5,470 refund was issued. As an exhibit, respondent included a copy of a check to Cisneros dated March 27, 2013.

2. Rule 3-700(D)(2) [Failure to Refund Unearned Fees].¹⁴

The Chavez Matter

On or about January 7, 2013, Xiomara Chavez (Chavez) met with an employee named Blanca Encarnacion (Encarnacion) from the Siringoringo Law Firm. On said date, Chavez signed a retainer agreement for respondent to negotiate a loan modification with Chavez's lender, IndyMac.

At no time did Chavez meet respondent before signing the retainer. At the time Chavez signed the retainer agreement, she was requested by Encarnacion to pay an up-front fee of \$2,000. Chavez paid a total of \$2,000 to respondent for loan modification services on that date.

During the January 7, 2013 meeting, Chavez informed Encarnacion that IndyMac did not want to negotiate a loan modification with Chavez or do away with her second mortgage. Encarnacion informed Chavez that respondent could negotiate with the bank because he is an attorney and would be successful.

On or about January 22, 2013, respondent's employee, Sonia Hernandez (Hernandez), who was the negotiator, called and informed Chavez that IndyMac had said that Chavez did not qualify for a loan modification. Chavez informed Hernandez that she knew that IndyMac would say that and had told that to Encarnacion prior to giving her the \$2,000, but Encarnacion insisted that respondent and his firm would be able to negotiate a loan modification with IndyMac. Hernandez advised Chavez that they should not have accepted her case and she should request a refund. At this point, Chavez requested a refund.¹⁵

Legal Conclusions

¹⁴ While the evidence indicates that respondent may have refunded the majority of the fees paid by Cisneros, the entire fee was not refunded.

¹⁵ It is unclear whether Chavez has received a partial refund. In her declaration dated June 1, 2013, Chavez stated that respondent has not refunded any of the \$2,000 she paid him for loan modification services. Respondent's declaration, on the other hand, states that a \$1,500 refund was issued. As an exhibit, respondent included a copy of a check to Chavez dated March 27, 2013.

Pursuant to section 6007, subdivision (c)(2)(C), the court finds that there is a reasonable probability that the State Bar will prevail as to the following charges:

1. Section 6106.3, subd. (a) [Failure to Comply with Civil Code § 2944.7, subd. (a)]; and
2. Rule 3-700(D)(2) [Failure to Refund Unearned Fees].¹⁶

The Carrillo Matter

In or about February 2013, after hearing an advertisement on the radio, Maria Carrillo (Carrillo) and her husband contacted the Siringoringo Law Firm. On or about February 13, 2013, Carrillo met with a person, who identified himself as one of respondent's employees, to discuss refinancing her home with Citi Mortgage. The employee informed Carrillo that she would qualify for a loan modification. Based on the employee's representations, Carrillo retained respondent and signed a retainer agreement for respondent to negotiate a loan modification with her lender. At the time Carrillo signed the retainer agreement, she was requested to pay an up-front fee of \$3,495 with a personal check to respondent. Carrillo paid a total of \$3,495 to respondent for loan modification services.

The next day, Carrillo's husband called and informed respondent's staff that he was ill and could not afford to pay for the loan modification services. Carrillo also informed respondent's staff that she had stopped payment on the check she gave respondent on February 13, 2013.

On or about February 21, 2013, Carrillo received a copy of the retainer agreement which Carrillo had previously signed which said all cancellations had to be in writing. Since Carrillo cannot read English, a family member read the contract to her and informed her that a cancellation letter would have to be mailed to respondent's office.

¹⁶ While the evidence indicates that respondent may have refunded the majority of the fees paid by Chavez, the entire fee was not refunded.

On or about March 5, 2013, the same family member wrote a letter on Carrillo's behalf and informed respondent's staff that their services were terminated and that they had stopped payment on the retainer check.

On or about March 5, 2013, Carrillo began receiving phone calls from respondent's office requesting payment of the \$3,495, even though she had terminated respondent's services. On or about March 6, 2013, Carrillo sent a letter to respondent's office requesting that she not be contacted. On or about March 21, 2013, Carrillo received a letter from respondent's office stating that her file was closed.

Legal Conclusions

Pursuant to section 6007, subdivision (c)(2)(C), the court finds that there is a reasonable probability that the State Bar will prevail as to the following charge:

1. Section 6106.3, subd. (a) [Failure to Comply with Civil Code § 2944.7, subd. (a)].

The Leon Matter

In or about December 2012, after seeing an advertisement on television, Ismael and Eva Leon (the Leons) contacted the Siringoringo Law Firm. On or about December 9, 2012, the Leons met with a person, who identified herself as Alma DiFranco (DiFranco) and represented that she was employed by respondent. The Leons discussed the possibility of getting the principal of their home mortgage loan with Vericrest Financial (Vericrest) reduced. DiFranco informed the Leons that respondent would be able to get the interest rate reduced. The Leons told DiFranco that they already had a trial reduction of the interest rate with Vericrest and were requesting a reduction of the principal amount owed on their home. DiFranco said she was sure respondent would be able to work with Vericrest to get the principal reduced. DiFranco said after respondent reviewed their paperwork, and if he decided to take their case, Angela Reyes (Reyes), respondent's loan processor, would submit their documents to Vericrest. DiFranco also

informed the Leons that respondent would not accept a payment if they did not receive a loan modification from Vericrest.

The Leons retained respondent and signed a retainer agreement for him to negotiate a loan modification with Vericrest. At the time the Leons signed the retainer agreement, they were requested to pay an initial fee of \$2,000, plus \$495 a month in service fees. On December 13, 2012 and January 3, 2013, respectively, two \$1,000 payments were withdrawn by ACH debit from the Leons's bank account, payable to respondent. On January 16, 2013, an additional \$495 was withdrawn by ACH debit from the Leons's account, payable to respondent as a monthly service fee. The Leons paid a total of \$2,495 to respondent for loan modification services.

After not hearing from Reyes regarding the status of their loan modification, in or about February 2013, Eva Leon contacted Vericrest to inquire about the loan modification status. Vericrest informed her that the Leons's case was closed, due to lack of documentation from respondent's office.

On or about February 11, 2013, Ismael Leon contacted Reyes regarding the conversation Eva Leon had with Vericrest and the fact that their loan modification case was closed. Reyes stated that she would call Vericrest and placed him on "hold." After allegedly calling Vericrest, Reyes came back on the line and stated that Vericrest also informed her that the Leons's loan modification matter was closed.

Ismael Leon requested a full refund from Reyes of the \$2,495 paid for loan modification services. Reyes informed him that respondent does not refund any money pursuant to the contract the Leons signed. Ismael Leon told Reyes that DiFranco stated that respondent would not accept any fees if Vericrest rejected the loan modification. Reyes would not discuss a refund any further and hung up the telephone.

The Leons never met respondent, but called him numerous times to request a refund of the loan modification fees.¹⁷

Legal Conclusions

Pursuant to section 6007, subdivision (c)(2)(C), the court finds that there is a reasonable probability that the State Bar will prevail as to the following charges:

1. Section 6106.3, subd. (a) [Failure to Comply with Civil Code § 2944.7, subd. (a)]; and
2. Rule 3-700(D)(2) [Failure to Refund Unearned Fees].¹⁸

The Limon Matter

In or about October 2012, after seeing an advertisement on television, Julio Limon (Limon) contacted the Siringoringo Law Firm. On or about October 3, 2012, Limon met with a person in respondent's Upland office who identified himself as Luis Robles (Robles). Robles stated that he was employed by respondent. Limon and Robles discussed the possibility of respondent assisting Limon with getting a loan modification from his lender, First Mortgage Corporation (First Mortgage). Robles said respondent would not only obtain a loan modification for Limon, but respondent would also get a lower interest rate. Robles also emphasized the fact that since Limon's principal was about \$130,000 upside down, respondent could get the principal reduced. Robles stated that Limon would have to act quickly, in order to take advantage of the Obama program.

On October 3, 2012, Limon retained respondent and signed a retainer agreement for respondent to negotiate a loan modification with First Mortgage. At the time Limon signed the retainer agreement, Robles advised him to open a new bank account so First Mortgage would not

¹⁷ It is unclear whether the Leons received a partial refund. In their declaration dated June 4, 2013, the Leons stated that respondent has not responded to their requests for a refund. Respondent's declaration, on the other hand, states that a \$1,000 refund was issued. As an exhibit, respondent included a copy of a check to Ismael Leon dated May 6, 2013.

¹⁸ While the evidence indicates that respondent may have refunded some of the fees paid by the Leons, the entire fee was not refunded.

know how much money was in his account. Limon informed Robles that First Mortgage was already aware of how much money was in his bank account because they had previously approved Limon for a short sale. Robles appeared to become upset and told Limon that they were the experts and Limon would have to follow their instructions.

On October 3, 2012, Limon authorized ACH debits from his bank account for October 22, 2012; November 1, 2012; and November 19, 2012, in the amounts of \$1,000; \$1,000; and \$995, respectively, payable to respondent as initial fees. On December 5 and 26, 2012, two payments of \$495 were withdrawn by ACH debit from Limon's account, payable to respondent for monthly service fees. Limon paid a total of \$3,985 to respondent for loan modification services.

On or about October 24, 2012, Limon received a call from Karen Diaz (Diaz) who identified herself as an employee from respondent's Rancho Cucamonga office. Diaz informed him that she was his new contact and that his file was transferred to the Rancho Cucamonga office.

Between October and December 2012, Limon made numerous calls to Diaz to inquire about the status of the loan modification. Diaz always indicated that she was waiting to hear from First Mortgage.

On or about December 17, 2012, Limon received a call from a third-party vendor offering its services because his house had a sale date of December 26, 2012. Limon did not accept the offer, but immediately called Diaz and told her about the conversation with the third-party vendor. Diaz told Limon not to worry and that the third-party vendor's call was "normal." Diaz said respondent would push the sale date every month until the loan modification was approved.

On or about January 8, 2013, Limon received a call from another third-party vendor informing Limon that his home had been sold on January 8, 2013, and offering to help Limon

stay in his home for an additional six months. Limon did not accept this offer, but, that same day, he went to respondent's Rancho Cucamonga office to inquire what was going on with his home. Limon was informed by another one of respondent's employees that Robles and Diaz no longer worked for respondent, and that First Mortgage never returned any of their calls regarding a loan modification on Limon's behalf.

Limon never met respondent. After January 8, 2013, Limon made numerous requests for a full refund of the \$3,985 paid for loan modification services. On or about April 23, 2013, Limon spoke with respondent's employee Karen Mejia (Mejia) and again requested a refund. Mejia informed him that respondent did plenty of work on the loan modification and had earned the money paid to him. Limon requested and received his entire file, but has not received a refund of any monies paid to respondent.

Legal Conclusions

Pursuant to section 6007, subdivision (c)(2)(C), the court finds that there is a reasonable probability that the State Bar will prevail as to the following charges:

1. Section 6106.3, subd. (a) [Failure to Comply with Civil Code § 2944.7, subd. (a)]; and
2. Rule 3-700(D)(2) [Failure to Refund Unearned Fees].

The Salazar Matter

On or about December 14, 2012, Dionicio Salazar and his wife (the Salazars) went to the Siringoringo Law Firm in Upland. At the office, they met with respondent's employee, Juan, to discuss, getting a loan modification with their lender, IndyMac. Juan promised the Salazars that they qualified for a loan modification and the loan would be processed within 30 days.

That same day, the Salazars signed a retainer agreement. The Salazars also agreed to pay an up-front fee in the amount of \$3,000, and two monthly payments of \$495 each, for a total of

\$3,990 in loan modification fees to respondent. On or about December 20 and 31, 2012, the Salazars made payments to respondent in the amounts of \$1,000 and \$2,000, respectively.

In or about February 2013, the Salazars lost their house in foreclosure proceedings. Dionicio Salazar was not able to contact anyone in respondent's office for assistance and left several messages for a return phone call. In or about late-February 2013, the Salazars received a call from someone in respondent's office and were informed that their loan modification application was incomplete, that their home was already in foreclosure, and that respondent could not do anything further to assist them.

Thereafter, the Salazars requested a full refund of the money they paid respondent for a loan modification. The Salazars were not issued a refund.

Legal Conclusions

Pursuant to section 6007, subdivision (c)(2)(C), the court finds that there is a reasonable probability that the State Bar will prevail as to the following charges:

1. Section 6106.3, subd. (a) [Failure to Comply with Civil Code § 2944.7, subd. (a)]; and
2. Rule 3-700(D)(2) [Failure to Refund Unearned Fees].

The Vera-Lopez Matter

In or about October 2012, Maria Vera-Lopez (Vera-Lopez) and her husband saw an advertisement on a Spanish-speaking television channel. It was an advertisement about loan modifications by the Siringoringo Law Firm. On or about October 11, 2012, Vera-Lopez went to respondent's office in Glendale and met with respondent's employees, Mariela Mijares (Mijares) and Orlando Valle (Valle) regarding loan modification services. Vera-Lopez and her husband decided to hire respondent to negotiate a loan modification with their lender, Chase Bank. They signed a retainer agreement, and paid respondent an up-front fee in the amount of \$2,500 and one monthly service fee in the amount of \$495, for a total of \$2,995 in loan modification fees.

On or about December 6, 2012, Vera-Lopez received a call from Chase Bank requesting a copy of her property taxes, which Vera-Lopez had already provided to Mijares. While on the phone with Chase, Vera-Lopez discovered several mistakes on her application for a loan modification.

That same day, Vera-Lopez wrote a letter addressed to respondent, informing him that she was terminating his services because of Mijares's negligence and Vera-Lopez's dissatisfaction with the way respondent's staff handled her matter. In addition, Vera-Lopez requested a refund of the \$495 monthly payment that was withdrawn from her bank account. Vera-Lopez also called Valle and requested a full refund in the amount of \$2,995.

In or about February 2013, Vera-Lopez made an appointment to meet with respondent personally at his Upland office. However, after waiting 45 minutes for respondent to show up, Vera-Lopez never met with respondent.¹⁹

Legal Conclusions

Pursuant to section 6007, subdivision (c)(2)(C), the court finds that there is a reasonable probability that the State Bar will prevail as to the following charge:

1. Section 6106.3, subd. (a) [Failure to Comply with Civil Code § 2944.7, subd. (a)].

The Perez Matter

In or about November 2012, after hearing an advertisement on a Spanish-speaking radio program regarding loan modifications, Rogelio Perez (Perez) contacted the Siringoringo Law Firm. Perez made an appointment to meet with respondent's staff.

On November 30, 2012, Perez met with a Spanish-speaking female employee in respondent's Glendale office. The employee reviewed his documents and informed him that

¹⁹ It is unclear whether Vera-Lopez received a full refund. In her declaration dated May 31, 2013, Vera-Lopez stated that she has not received a response from respondent or anyone from his office regarding her request for a refund. Respondent's declaration, on the other hand, states that a \$2,995 refund was issued. As an exhibit, respondent included a copy of a check to Jorge Lopez dated May 16, 2013. Due to this discrepancy, there is no clear and convincing evidence that respondent failed to return an unearned fee.

respondent would be able to negotiate a loan modification with his lender, Select Portfolio Servicing.

On November 30, 2012, Perez signed a retainer agreement. Perez was also informed that the total fee for the loan modification would be \$3,500. On or about November 30, 2012, Perez authorized for automatic withdrawals from his bank account in the amounts of \$1,500 on December 1, 2012, and \$2,000 on December 15, 2012.

On or about December 4, 2012, Perez received a letter from respondent's office signed by Lizette Alvarez, Quality Control Coordinator. In the letter, Perez was informed that his loan modification file had been accepted by respondent's Quality Control Department, and that Perez would be contacted by respondent's loan processing department.

On or about December 10, 2012, Perez visited Inland Fair Housing Mediation Board regarding a different matter, and was informed that respondent's company did not have a good reputation and that there were numerous complaints against respondent. On or about December 12, 2012, Perez contacted his bank and stopped payment on the \$2,000 ACH debit that was scheduled to be withdrawn from his account on December 15, 2012. Perez also called respondent's office to terminate his services, and requested a full refund of the \$1,500 paid for loan modification services. Perez did not receive a response to his request for a refund.

Legal Conclusions

Pursuant to section 6007, subdivision (c)(2)(C), the court finds that there is a reasonable probability that the State Bar will prevail as to the following charges:

1. Section 6106.3, subd. (a) [Failure to Comply with Civil Code § 2944.7, subd. (a)]; and
2. Rule 3-700(D)(2) [Failure to Refund Unearned Fees].

The Ojeda Matter

In or about November 2012, after hearing an advertisement on a Spanish-speaking radio program regarding loan modifications, Barbara Ojeda (Ojeda) contacted the Siringoringo Law Firm. Ojeda made an appointment to meet with respondent's staff.

On November 17, 2012, Ojeda met with respondent's employee, Irma, in respondent's Upland office to discuss the possibility of getting a loan modification on her mortgage with lender Greentree Financial (Greentree). After reviewing her documents, Irma informed Ojeda that respondent would negotiate a loan modification with Greentree.

On November 17, 2012, Ojeda signed a retainer agreement. Irma said Ojeda's loan modification fee would be \$2,000, plus \$495 per month for service fees. That same day, Ojeda authorized an automatic withdrawal of \$2,000 from her bank account for November 28, 2012, a withdrawal of \$495 on January 2, 2013, and \$495 on January 24, 2013. A total of \$2,990 was withdrawn from Ojeda's bank account for respondent's loan modification fees.

In or about February 2013, Ojeda received a call from Greentree informing her that she was behind on her mortgage payments. Ojeda informed Greentree that respondent was in the process of negotiating a loan modification with them on her behalf. Greentree informed Ojeda that neither respondent nor anyone else from his office had contacted them regarding negotiation of a loan modification on her behalf. Greentree agreed to do a loan modification directly with Ojeda.

Thereafter, Ojeda called Irma and informed her of the conversation Ojeda had with Greentree. Irma told Ojeda that her file was with a loan processor and that Irma was not aware of the status of her loan modification. Ojeda terminated respondent's services and requested a full refund.

Ojeda made numerous calls to respondent's office requesting a full refund of the money she paid for loan modification services. Ojeda has not received a response to her requests for a refund. Ojeda never met or spoke with respondent.

Legal Conclusions

Pursuant to section 6007, subdivision (c)(2)(C), the court finds that there is a reasonable probability that the State Bar will prevail as to the following charges:

1. Section 6106.3, subd. (a) [Failure to Comply with Civil Code § 2944.7, subd. (a)]; and
2. Rule 3-700(D)(2) [Failure to Refund Unearned Fees].

The Tejada Matter

In or about September 2012, after hearing an advertisement on a Spanish-speaking radio program regarding loan modifications, Jose Tejada (Tejada) contacted the Siringoringo Law Firm. Tejada made an appointment to meet with respondent's staff. On October 21, 2012, Tejada met with respondent's employee, Rosamaria, in respondent's Glendale office to discuss the possibility of getting a loan modification on his mortgages with lenders Everhome and Chase. After reviewing his documents, Rosamaria assured Tejada that respondent could negotiate loan modifications with Everhome and Chase. Tejada informed Rosamaria that he was current on his mortgage payment with Everhome, and that he was two months behind on his payments to Chase. Rosamaria advised him to stop making his mortgage payments because he would have to be at least three months behind in his payments in order to be approved for a loan modification. Tejada and Rosamaria's conversations were conducted in Spanish.

On October 21, 2012, Tejada signed a retainer agreement. He was also informed that respondent would negotiate both loan modifications for a total of \$2,500. That same day, Tejada authorized an immediate automatic withdrawal from his bank account in the amount of \$1,000, and for \$1,500 to be withdrawn on November 15, 2012.

On or about October 23, 2012, Tejada received a telephone call from Rosamaria informing him that a mistake was made on his bank account number for the ACH debits and the debits did not go through. On or about October 25, 2012, Tejada mailed Rosamaria personal checks in the amounts of \$1,000 and \$1,500, dated November 8, 2012 and November 20, 2012, respectively.

In or about November 2012, Tejada received a copy of the signed retainer agreement in the mail and noticed that the contract was for a loan modification with Everhome only, and did not include Chase, as he had requested. Tejada immediately called Rosamaria to inquire why Chase was not included in the loan modification contract. Rosamaria informed Tejada that she had quoted him the wrong amount for two loan modifications, and that he would have to pay additional fees to include Chase. Rosamaria stated that respondent was only negotiating with Everhome.

In or about February 2013, Tejada contacted Everhome regarding the status of his loan modification. Everhome informed him that his loan modification was denied because Everhome did not do loan modifications. On or about February 8, 2013, Tejada mailed a letter to respondent terminating his services. Tejada also requested that no further withdrawals be made from his bank account, and that his loan modification documents be returned to him.

Tejada has made numerous calls to respondent's office requesting a full refund of the money he paid for loan modification services. He has not received a response to his request for a refund. Due to being several months behind on his mortgage payments, Everhome began foreclosure proceedings.

Legal Conclusions

Pursuant to section 6007, subdivision (c)(2)(C), the court finds that there is a reasonable probability that the State Bar will prevail as to the following charges:

1. Section 6106.3, subd. (a) [Failure to Comply with Civil Code § 2944.7, subd. (a)]; and
2. Rule 3-700(D)(2) [Failure to Refund Unearned Fees].

Aiding the Unauthorized Practice of Law and Failing to Perform with Competence

With respect to all of the above matters, the State Bar further alleged that respondent failed to perform legal services with competence and permitted the unauthorized practice of law. The client files, however, indicate that respondent's firm put a significant amount of work into each of the client matters. And while none of the clients had any contact with respondent, it is unknown whether any of the employees they met with were attorneys or what level of attorney supervision was present at the firm. Based on the limited evidence before the court, it cannot be determined, by clear and convincing evidence, whether respondent and his firm failed to perform legal services with competence and whether his staff was adequately supervised by respondent or other attorneys. Consequently, the court does not find that respondent's conduct, in any of the aforementioned client matters, demonstrates a reasonable probability that the State Bar will prevail on their alleged violations of rules 1-300(A) and 3-110(A).

Discussion

The evidence before the court establishes that respondent, in his capacity as an attorney, has committed numerous acts of attorney misconduct relating to his loan modification businesses.

As mentioned earlier in this decision, section 6007, subdivision (c)(2) sets forth three factors for determining whether an attorney's conduct poses a substantial threat of harm to the interests of the attorney's clients or the public. All of the following factors must be found:

1. The attorney has caused or is causing substantial harm to his clients or the public;
2. The attorney's clients or the public are likely to suffer greater injury if the involuntary inactive enrollment is denied than the attorney is likely to suffer if it is granted, or that there is a reasonable likelihood the harm

caused by the attorney will reoccur or continue; and

3. That it is reasonably probable that the State Bar will prevail on the merits of the underlying disciplinary matter.

Reasonable Probability the State Bar will Prevail

Throughout the above Findings of Fact and Conclusions of Law, this court has made findings and conclusions with respect to the third of the above factors; that is, the likelihood of the State Bar prevailing on the merits of the charges presented in the application. As established above, the court finds that there is a reasonable probability that the State Bar will prevail on 24 counts of misconduct involving 14 client matters.²⁰

Substantial Harm to the Public or the Attorney's Clients

Respondent's law firm has routinely charged illegal upfront fees for loan modification services. These fees are being paid by clients who are in a dire financial condition. Instead of conforming his business model to the requirements SB 94 and Civil Code section 2944.7, respondent attempted to avoid the statute's limitations on advanced fees by dividing his contracted services into "stages." As illustrated by the client declarations presented by the State Bar, respondent's practice of requiring upfront payment before all loan modification work was completed, i.e. before stage 3 was complete, has caused substantial harm to his clients and the public.

Accordingly, the court finds that the State Bar has established, by clear and convincing evidence, that respondent has caused substantial harm to his clients and the public.

²⁰ It should be noted that respondent seems to feel that he complies with Civil Code section 2944.7 if he delays receipt of the initial retainer fees until after submission of the loan package to the lender. Assuming this rule was always followed in these client matters (which it was not) his business model still fails to comply with this section of the law. The contracted services in each of the present client matters included the so-called "optional" monthly service fee. In respondent's practice, it is contemplated that fees in such cases will be received after submission, but before completion of all the contracted-for services in stage 3. Further, each payment after each 30-day period is, by definition, received before the contracted-for services in the next 30-day period are performed. Unless this characteristic of respondent's business model is changed, respondent will continue to violate Civil Code section 2944.7. (*In the Matter of Taylor* (Review Dept. 2012) 5 Cal. State Bar Ct. Rptr. 221)

Likelihood that Harm will Continue

Respondent has demonstrated a lack of understanding or appreciation of his ethical and fiduciary duties. In addition, respondent continues to harm some of his clients by failing to refund their unearned fees and communicate with them. Absent the court's intervention, it is likely that respondent's misconduct will continue to harm his present and future clients.

The court also finds that respondent's conduct demonstrates a pattern of behavior, including acts likely to cause substantial harm. Accordingly, the burden of proof shifts to respondent to demonstrate that there is no reasonable likelihood that the harm will reoccur or continue. (Section 6007, subdivision (c)(2)(B).) There is no clear and convincing evidence that respondent has met his burden under Section 6007, subdivision (c)(2)(B). In fact, the evidence reflects that respondent strongly believes his billing methods are sound, and there is no indication that he intends to curb or alter his practices.

Therefore, the court finds that each of the factors prescribed by Business and Professions Code section 6007, subdivision (c)(2), has been established by clear and convincing evidence. The court concludes that respondent's conduct poses a substantial threat of harm to his clients and the public. The court further finds that the involuntary inactive enrollment of respondent is merited for the benefit of the public, the courts, and the legal profession.

Order

Accordingly, **IT IS ORDERED** that respondent **Stephen Lyster Siringoringo** be enrolled as an inactive member of the State Bar of California, pursuant to Business and Professions Code section 6007, subdivision (c)(1), effective three days after service of this order by mail. (Rules Proc. of State Bar, rule 5.231(D).)²¹ State Bar Court staff is directed to give

²¹ This inactive enrollment shall continue until the court terminates it, upon the filing of a verified petition showing proof that respondent's conduct no longer poses a substantial threat of harm to the interests of the respondent's clients or the public. (Rule 5.240, et seq., Rules Proc. of State Bar; Business and Professions Code section 6007, subdivision (c)(5).)

written notice of this order to respondent and to the Clerk of the Supreme Court of California.

(Bus. & Prof. Code, § 6081.)

IT IS FURTHER ORDERED that:

1. Within 30 days after the effective date of the involuntary inactive enrollment, respondent must:
 - (a) Notify all clients being represented in pending matters and any co-counsel of his involuntary inactive enrollment and his consequent immediate disqualification to act as an attorney and, in the absence of co-counsel, notify the clients to seek legal advice elsewhere, calling attention to the urgency in seeking the substitution of another attorney or attorneys in his place;
 - (b) Deliver to all clients being represented in pending matters any papers or other property to which the clients are entitled, or notify the clients and any co-counsel of a suitable time and place where the papers and other property may be obtained, calling attention to the urgency of obtaining the papers or other property;
 - (c) Provide to each client an accounting of all funds received and fees or costs paid, and refund any advance payments that have not been either earned as fees or expended for appropriate costs; and
 - (d) Notify opposing counsel in pending matters or, in the absence of counsel, the adverse parties of his involuntary inactive enrollment, and file a copy of the notice with the court, agency, or tribunal before which the matter is pending for inclusion in the respective file or files;
2. All notices required to be given by paragraph 1 must be given by registered or certified mail, return receipt requested, and must contain respondent's current State Bar membership records address where communications may thereafter be directed to him;
3. Within 40 days of the effective date of the involuntary inactive enrollment, respondent must file with the Clerk of the State Bar Court: (1) an affidavit (containing respondent's current State Bar membership records address where communications may thereafter be directed to him) stating that he has fully complied with the provisions of paragraphs 1 and 2 of this order; and (2) copies of all documents sent to clients pursuant to paragraph 1(c) of this order; and

4. Respondent must keep and maintain records of the various steps taken by him in compliance with this order so that, upon any petition for termination of inactive enrollment, proof of compliance with this order will be available for receipt into evidence. Respondent is cautioned that failure to comply with the provisions of paragraphs 1 - 4 of this order may constitute a ground for denying his petition for termination of inactive enrollment or reinstatement, or for imposing sanctions.

Dated: August _____, 2013

RICHARD A. HONN
Judge of the State Bar Court