PUBLIC MATTER

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STATE BAR COURT
CLERK'S OFFICE
LOS ANGELES

STATE BAR COURT

HEARING DEPARTMENT - LOS ANGELES

In the Matter of: PAMELA STACEY GERBER-GRESSIER, No. 140353, A Member of the State Bar.	Case Nos. 12-O-13126, 12-O-13240, 12-O-14890, 12-O-14172, 12-O-14965, 12-O-15997, 12-O-16100, 12-O-16597, 12-O-16818, 12-O-17024, 12-O-17537, 12-O-17709, 12-O-17526, 12-O-17907, 12-O-18009, 12-O-18122, 12-O-18203, 13-O-10175, 13-O-10423, 13-O-10474, 13-O-10714, 13-O-11223, 13-O-11363, 13-O-11698, 13-O-11834, 13-O-11896, 13-O-12459 NOTICE OF DISCIPLINARY CHARGES

NOTICE - FAILURE TO RESPOND!

IF YOU FAIL TO FILE A WRITTEN ANSWER TO THIS NOTICE WITHIN 20 DAYS AFTER SERVICE, OR IF YOU FAIL TO APPEAR AT THE STATE BAR COURT TRIAL:

(1) YOUR DEFAULT WILL BE ENTERED;
(2) YOUR STATUS WILL BE CHANGED TO INACTIVE AND YOU WILL NOT BE PERMITTED TO PRACTICE LAW;

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(3) YOU WILL NOT BE PERMITTED TO PARTICIPATE FURTHER IN THESE PROCEEDINGS UNLESS YOU MAKE A TIMELY MOTION AND THE DEFAULT IS SET ASIDE, AND;

(4) YOU SHALL BE SUBJECT TO ADDITIONAL DISCIPLINE. SPECIFICALLY, IF YOU FAIL TO TIMELY MOVE TO SET ASIDE OR VACATE YOUR DEFAULT, THIS COURT WILL ENTER AN ORDER RECOMMENDING YOUR DISBARMENT WITHOUT FURTHER HEARING OR PROCEEDING. SEE RULE 5.80 ET SEQ., RULES OF PROCEDURE OF THE STATE BAR OF CALIFORNIA.

The State Bar of California alleges:

JURISDICTION

1. PAMELA STACEY GERBER-GRESSIER ("Respondent") was admitted to the practice of law in the State of California on June 6, 1989, was a member at all times pertinent to these charges, and is currently a member of the State Bar of California.

GENERAL BACKGROUND

2. Between in or about June 2011 and in or about November 2011, Respondent's law firm was named Prudential Law Group ("Prudential").

3. In or about November 2011, Respondent changed her law firm's name from Prudential to Prudent Law Group ("Prudent").

4. In or about May 2012, Respondent changed her law firm's name from Prudent to Remedy Center Law Associates ("Remedy"). To date, Respondent continues to operate her law firm under the name Remedy.

COUNT ONE

Case No. 12-O-13126
Rules of Professional Conduct, Rule 1-300(B)
[Unauthorized Practice of Law in another Jurisdiction]

5. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(B), by practicing law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction, as follows:

6. The allegations of Paragraphs 2 through 4 are incorporated by reference.

7. Subject to certain limited exceptions not relevant to the charges herein, Illinois Rules

of Professional Conduct, rule 5.5 prohibits the practice of law in Illinois other than by an attorney duly licensed in that state.

8. Respondent has never been admitted to practice law in the State of Illinois.

9. In or about early November 2011, Respondent sent an advertisement via U.S. Mail to Illinois resident James Bishop entitled "Payment Reduction Notice." In this advertisement, Respondent offered to provide Bishop with legal services in the form of mortgage loan modification services pertaining to his residential property located in Illinois.

10. On or about December 2, 2011, after receiving Respondent's advertisement, Bishop called Prudent and spoke on the telephone with Denise Williams ("Williams"), Respondent's non-attorney employee or authorized representative, about obtaining a mortgage loan modification. Williams asked Bishop a few questions about his finances and the terms of his mortgage, stated to Bishop that he qualified for a loan modification, and offered Respondent's mortgage loan modification services to him. Williams informed Bishop that Respondent would provide all of the legal services necessary to obtain a mortgage loan modification for attorney's fees in the amount of $2,700.

11. On or about December 2, 2011, Bishop employed Respondent to provide mortgage loan modification services pertaining to his Illinois residential property. Pursuant to the fee agreement, Respondent agreed to provide all of the necessary legal services for attorney's fees in the amount of $2,700.

12. Between on or about December 2, 2011, and in or about early 2012, Bishop paid Respondent a total of $2,700 in attorney fees for the mortgage loan modification services.

13. By agreeing to provide legal services in the form of mortgage loan modification services to Bishop when she was not licensed to practice law in Illinois, Respondent held herself out as entitled to practice law and actually practiced law in a jurisdiction where practicing law is a violation of the regulations of the profession in that jurisdiction and of this state.

COUNT TWO

Case No. 12-O-13126
Rules of Professional Conduct, Rule 1-300(A)
[Aiding the Unauthorized Practice of Law]

14. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by aiding a person or entity in the unauthorized practice of law, as follows:

15. The allegations of Count One are incorporated by reference.

16. Respondent was not involved in evaluating the likelihood of achieving a successful result for Bishop or deciding whether or not to accept Bishop as a new client. Respondent did not conduct the initial consultation. Respondent was not consulted by Williams to determine whether she should accept Bishop as a new client. Respondent did not determine the legal fees to be charged to Bishop. The decisions regarding whether Bishop qualified for a mortgage loan modification, whether to accept him as a client on behalf of Respondent, and what amount of legal fees to charge him were made by Williams and constituted the unauthorized practice of law.

17. By allowing non-attorney staff members to engage in acts constituting the practice of law, Respondent aided a person or entity in the unauthorized practice of law.

COUNT THREE

Case No. 12-O-13126
Rules of Professional Conduct, rule 4-200(A)
[Illegal Fee]

18. Respondent wilfully violated Rules of Professional Conduct, rule 4-200(A), by entering into an agreement for, charging, or collecting an illegal fee, as follows:

19. The allegations of Counts One and Two are incorporated by reference.

20. By entering into an agreement for, charging, and collecting fees from Bishop, when she was not licensed to practice law in Illinois, Respondent entered into an agreement for, charged, or collected an illegal fee.

21. By the foregoing misconduct, Respondent entered into an agreement for, charged, or collected an illegal fee.

COUNT FOUR

Case No. 12-O-13240
Rules of Professional Conduct, Rule 1-300(B)
[Unauthorized Practice of Law in another Jurisdiction]

22. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(B), by practicing law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction, as follows:

23. The allegations of Paragraphs 2 through 4 are incorporated by reference.

24. Subject to certain limited exceptions not relevant to the charges herein, Florida Statutes Title XXII, Chapter 454.23, prohibits the practice of law in Florida other than by an attorney duly licensed in that state.

25. Respondent has never been admitted to practice law in the State of Florida.

26. In or about December 2011, Respondent sent an advertisement via U.S. Mail to Florida resident Gary Herskowitz ("Herskowitz") entitled "Payment Reduction Notice." In this advertisement, Respondent offered to provide Herskowitz with legal services in the form of mortgage loan modification services pertaining to his residential property located in Florida.

27. On or about January 12, 2012, after receiving Respondent's advertisement, Herskowitz called Prudent and spoke on the telephone with Mike Zadeh ("Zadeh"), Respondent's non-attorney employee or authorized representative, about obtaining a mortgage loan modification. Zadeh asked Herskowitz a few questions about his finances and the terms of his mortgage, stated to Herskowitz that he qualified for a loan modification, and offered Respondent's mortgage loan modification services to him. Zadeh informed Herskowitz that Respondent would provide all of the legal services necessary to obtain a mortgage loan modification for attorney's fees in the amount of $5,995.

28. On or about January 12, 2012, Herskowitz employed Respondent to provide mortgage loan modification services pertaining to his Florida residential property. Pursuant to the fee agreement, Respondent agreed to provide all of the necessary legal services for attorney's fees in the amount of $5,995.

29. On or about January 12, 2012, Herskowitz paid Respondent $5,995 in attorney fees for the mortgage loan modification services.

30. By agreeing to provide legal services in the form of mortgage loan modification services to Herskowitz when she was not licensed to practice law in Florida, Respondent held herself out as entitled to practice law and actually practiced law in a jurisdiction where practicing law is a violation of the regulations of the profession in that jurisdiction and of this state.

COUNT FIVE

Case No. 12-O-13240
Rules of Professional Conduct, Rule 1-300(A)
[Aiding the Unauthorized Practice of Law]

31. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by aiding a person or entity in the unauthorized practice of law, as follows:

32. The allegations of Counts Four are incorporated by reference.

33. Respondent was not involved in evaluating the likelihood of achieving a successful result for Herskowitz or deciding whether or not to accept Herskowitz as a new client. Respondent did not conduct the initial consultation. Respondent was not consulted by Zadeh to determine whether he should accept Herskowitz as a new client. Respondent did not determine the legal fees to be charged to Herskowitz. The decisions regarding whether Herskowitz qualified for a mortgage loan modification, whether to accept him as a client on behalf of Respondent, and what amount of legal fees to charge him were made by Zadeh and constituted the unauthorized practice of law.

34. By allowing non-attorney staff members to engage in acts constituting the practice of law, Respondent aided a person or entity in the unauthorized practice of law.

COUNT SIX

Case No. 12-O-13240
Rules of Professional Conduct, rule 4-200(A)
[Illegal Fee]

35. Respondent wilfully violated Rules of Professional Conduct, rule 4-200(A), by entering into an agreement for, charging, or collecting an illegal fee, as follows:

36. The allegations of Counts Four and Five are incorporated by reference.

37. By entering into an agreement for, charging, and collecting fees from Herskowitz, when she was not licensed to practice law in Florida, Respondent entered into an agreement for, charged, or collected an illegal fee.

38. By the foregoing misconduct, Respondent entered into an agreement for, charged, or collected an illegal fee.

COUNT SEVEN

Case No. 12-O-14890
Rules of Professional Conduct, Rule 1-300(B)
[Unauthorized Practice of Law in another Jurisdiction]

39. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(B), by practicing law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction, as follows:

40. The allegations of Paragraphs 2 through 4, and 24 through 25 are incorporated by reference..

41. In or about late 2011, Respondent sent an advertisement via U.S. Mail to Florida resident Donald Haverly ("Haverly"). In this advertisement, Respondent offered to provide Haverly with legal services in the form of mortgage loan modification services pertaining to his residential property located in Florida.

42. On or about October 10, 2011, after receiving Respondent's advertisement, Haverly called Prudential and spoke on the telephone with Denyse Tully ("Tully"), Respondent's non-attorney employee or authorized representative, about obtaining a mortgage loan modification. Tully asked Haverly a few questions about his finances and the terms of his mortgage, stated to Haverly that he qualified for a loan modification, and offered Respondent's mortgage loan modification services to him. Tully informed Haverly that Respondent would provide all of the legal services necessary to obtain a mortgage loan modification for attorney's fees in the amount of $3,495.

43. On or about October 10, 2011, Haverly employed Respondent to provide mortgage loan modification services pertaining to his Florida residential property. Pursuant to the fee agreement, Respondent agreed to provide all of the necessary legal services for attorney's fees in the amount of $3,495.

44. Between October 10, 2011, and December 13, 2011, Haverly paid Respondent $3,495 in attorney fees for the mortgage loan modification services.

45. By agreeing to provide legal services in the form of mortgage loan modification services to Haverly when she was not licensed to practice law in Florida, Respondent held herself out as entitled to practice law and actually practiced law in a jurisdiction where practicing law is a violation of the regulations of the profession in that jurisdiction and of this state.

COUNT EIGHT

Case No. 12-O-14890
Rules of Professional Conduct, Rule 1-300(A)
[Aiding the Unauthorized Practice of Law]

46. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by aiding a person or entity in the unauthorized practice of law, as follows:

47. The allegations of Count Seven are incorporated by reference.

48. Respondent was not involved in evaluating the likelihood of achieving a successful result for Haverly or deciding whether or not to accept Haverly as a new client. Respondent did not conduct the initial consultation. Respondent was not consulted by Tully to determine whether she should accept Haverly as a new client. Respondent did not determine the legal fees to be charged to Haverly. The decisions regarding whether Haverly qualified for a mortgage loan modification, whether to accept him as a client on behalf of Respondent, and what amount of legal fees to charge him were made by Tully and constituted the unauthorized practice of law.

49. By allowing non-attorney staff members to engage in acts constituting the practice of law, Respondent aided a person or entity in the unauthorized practice of law.

COUNT NINE

Case No. 12-O-14890
Rules of Professional Conduct, rule 4-200(A)
[Illegal Fee]

50. Respondent wilfully violated Rules of Professional Conduct, rule 4-200(A), by entering into an agreement for, charging, or collecting an illegal fee, as follows:

51. The allegations of Counts Seven and Eight are incorporated by reference.

52. By entering into an agreement for, charging, and collecting fees from Haverly, when she was not licensed to practice law in Florida, Respondent entered into an agreement for, charged, or collected an illegal fee.

53. By the foregoing misconduct, Respondent entered into an agreement for, charged, or collected an illegal fee.

COUNT TEN

Case No. 12-O-14890
Rules of Professional Conduct, rule 3-700(D)(2)
[Failure to Refund Unearned Fees]

54. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(2), by failing to refund promptly any part of a fee paid in advance that has not been earned, as follows:

55. The allegations of Counts Seven through Nine are incorporated by reference.

56. To date, Respondent has not refunded any portion of the $3,495 in illegal, unearned, attorney's fees that Haverly paid Respondent.

57. By failing to provide Haverly with a refund of illegal, unearned attorney's fees, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned.

COUNT ELEVEN

Case No. 12-O-14172
Rules of Professional Conduct, Rule 1-300(B)
[Unauthorized Practice of Law in another Jurisdiction]

58. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(B), by practicing law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction, as follows:

59. The allegations of Paragraphs 2 through 4, and 24 through 25 are incorporated by reference.

60. In or about early March 2012, Respondent sent an advertisement via U.S. Mail to Florida resident James Danskin ("Danskin"). In this advertisement, Respondent offered to provide Danskin with legal services in the form of mortgage loan modification services pertaining to his residential property located in Florida.

61. On or about March 30, 2012, after receiving Respondent's advertisement, Danskin called Prudent and spoke on the telephone with Ana Fairon ("Fairon"), Respondent's non-attorney employee or authorized representative, about obtaining a mortgage loan modification. Fairon asked Danskin a few questions about his finances and the terms of his mortgage, stated to Danskin that he qualified for a loan modification, and offered Respondent's mortgage loan modification services to him. Fairon informed Danskin that Respondent would provide all of the legal services necessary to obtain a mortgage loan modification for attorney's fees in the amount of $4,100.

62. On or about March 30, 2012, Danskin employed Respondent to provide mortgage loan modification services pertaining to his Florida residential property. Pursuant to the fee agreement, Respondent agreed to provide all of the necessary legal services for attorney's fees in the amount of $4,100.

63. On or about April 3, 2012, Danskin paid Respondent $4,100 in attorney fees for the mortgage loan modification services.

64. By agreeing to provide legal services in the form of mortgage loan modification services to Danskin when she was not licensed to practice law in Florida, Respondent held herself out as entitled to practice law and actually practiced law in a jurisdiction where practicing law is a violation of the regulations of the profession in that jurisdiction and of this state.

COUNT TWELVE

Case No. 12-O-14172
Rules of Professional Conduct, Rule 1-300(A)
[Aiding the Unauthorized Practice of Law]

65. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by aiding a person or entity in the unauthorized practice of law, as follows:

66. The allegations of Count Eleven are incorporated by reference.

67. Respondent was not involved in evaluating the likelihood of achieving a successful result for Danskin or deciding whether or not to accept Danskin as a new client. Respondent did not conduct the initial consultation. Respondent was not consulted by Fairon to determine whether she should accept Danskin as a new client. Respondent did not determine the legal fees to be charged to Danskin. The decisions regarding whether Danskin qualified for a mortgage loan modification, whether to accept him as a client on behalf of Respondent, and what amount of legal fees to charge him were made by Fairon and constituted the unauthorized practice of law.

68. By allowing non-attorney staff members to engage in acts constituting the practice of law, Respondent aided a person or entity in the unauthorized practice of law.

COUNT THIRTEEN

Case No. 12-O-14172
Rules of Professional Conduct, rule 4-200(A)
[Illegal Fee]

69. Respondent wilfully violated Rules of Professional Conduct, rule 4-200(A), by entering into an agreement for, charging, or collecting an illegal fee, as follows:

70. The allegations of Counts Eleven and Twelve are incorporated by reference.

71. By entering into an agreement for, charging, and collecting fees from Danskin, when she was not licensed to practice law in Florida, Respondent entered into an agreement for, charged, or collected an illegal fee.

72. By the foregoing misconduct, Respondent entered into an agreement for, charged, or collected an illegal fee.

COUNT FOURTEEN

Case No. 12-O-14172
Rules of Professional Conduct, rule 3-700(D)(2)
[Failure to Refund Unearned Fees]

73. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(2), by failing to refund promptly any part of a fee paid in advance that has not been earned, as follows:

74. The allegations of Counts Eleven through Thirteen are incorporated by reference.

75. On or about May 4, 2012, Danskin called Respondent's office in order to request a refund of the illegal, unearned, attorney's fees that he had paid to Respondent. Danskin was unable to speak to Respondent, but he spoke with Respondent's employee, Nate Rhodes ("Rhodes"), and requested a refund of the illegal, unearned attorney's fees that he had paid to Respondent.

76. On or about May 31, 2012, Respondent refunded $2,640 of the $4,100 in illegal, unearned, attorney's fees that Danskin paid Respondent. To date, Respondent has not refunded any portion of the balance of the illegal, unearned attorney's fees that she received from Danskin.

77. By failing to provide Danskin with a complete refund of the illegal, unearned attorney's fees that Danskin paid to her, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned.

COUNT FIFTEEN

Case No. 12-O-14172
Business and Professions Code, section 6090.5(a)(2)
[Seeking an Agreement to Withdraw a State Bar Complaint]

78. Respondent, while acting as a party or as an attorney for a party, wilfully violated Business and Professions Code, section 6090.5(a)(2), by agreeing or seeking agreement that a plaintiff would withdraw a disciplinary complaint or would not cooperate with the investigation or prosecution conducted by the disciplinary agency, as follows:

79. The allegations of Counts Eleven through Fourteen are incorporated by reference.

80. On or about May 10, 2012, Danskin made a complaint against Respondent with the State Bar.

81. On or about May 30, 2012, Denise Williams ("Williams"), Respondent's non-attorney employee or authorized representative, sent Danskin a letter conditioning the refund of $2,640 on Danskin withdrawing her State Bar complaint against Respondent.

82. By requiring Danskin to withdraw the State Bar complaint that he made against Respondent in order to receive a partial refund of the illegal, unearned attorney's fees that she received from him, Respondent acted acting as a party or as an attorney for a party and agreed or sought agreement that a plaintiff would withdraw a disciplinary complaint or would not cooperate with the investigation or prosecution conducted by the disciplinary agency.

COUNT SIXTEEN

Case No. 12-O-14172
Rules of Professional Conduct, rule 3-400(B)
[Limiting Liability to a Client]

83. Respondent wilfully violated Rules of Professional Conduct, rule 3-400(B), by settling a claim or potential claim for Respondent's liability to the client for Respondent's professional malpractice, without informing the client in writing that the client may seek the advice of an independent lawyer of the client's choice regarding the settlement and giving the client a reasonable opportunity to seek that advice, as follows:

84. The allegations of Counts Eleven through Fifteen are incorporated by reference.

85. On or about June 1, 2012, Danskin signed a release of liability against Respondent in order to obtain a partial refund of the illegal, unearned, advanced, attorney's fees that Danskin paid to Respondent.

86. The release of liability that Respondent prepared, and that Danskin signed, was for settling Danskin's potential claim against Respondent for professional malpractice, and did not inform Danskin in writing that the he may seek the advice of an independent lawyer of his choice regarding the settlement and giving him a reasonable opportunity to seek that advice.

87. By having Danskin signed the release of liability, Respondent settled a claim or potential claim for Respondent's liability to the client for Respondent's professional malpractice, and without informing the client in writing that the client may seek the advice of an independent lawyer of the client's choice regarding the settlement and giving the client a reasonable opportunity to seek that advice.

COUNT SEVENTEEN

Case No. 12-O-14965
Rules of Professional Conduct, Rule 1-300(B)
[Unauthorized Practice of Law in Another Jurisdiction]

88. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(B), by practicing law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction, as follows:

89. The allegations of Paragraphs 2 through 4 are incorporated by reference.

90. Subject to certain limited exceptions not relevant to the charges herein, Massachusetts Rules of Professional Conduct, rule 5.5 prohibits the practice of law in Massachusetts other than by an attorney duly licensed in that state.

91. Respondent has never been admitted to practice law in the State of Massachusetts.

92. On or about March 12, 2012, Respondent sent an advertisement via U.S. Mail to Massachusetts resident Julia Torres ("Torres") entitled "Payment Reduction Notice." In this advertisement, Respondent offered to provide Torres with legal services in the form of mortgage loan modification services pertaining to her residential property located in Massachusetts.

93. On or about March 15, 2012, after receiving Respondent's advertisement, Torres called Prudent and spoke on the telephone with Donelle Goodwin ("Goodwin"), Respondent's non-attorney employee or authorized representative, about obtaining a mortgage loan modification. Goodwin asked Torres a few questions about her finances and the terms of her mortgage, stated to Torres that she qualified for a loan modification, and offered Respondent's mortgage loan modification services to her. Goodwin informed Torres that Respondent would

provide all of the legal services necessary to obtain a mortgage loan modification for attorney's fees in the amount of $2,500.

94. On or about March 15, 2012, Torres employed Respondent to provide mortgage loan modification services pertaining to her Massachusetts residential property. Pursuant to the fee agreement, Respondent agreed to provide all of the necessary legal services for attorney's fees in the amount of $2,500.

95. On or about March 15, 2012, Torres paid Respondent $2,500 in attorney fees for the mortgage loan modification services.

96. By agreeing to provide legal services in the form of mortgage loan modification services to Torres when she was not licensed to practice law in Massachusetts, Respondent held herself out as entitled to practice law and actually practiced law in a jurisdiction where practicing law is a violation of the regulations of the profession in that jurisdiction and of this state.

COUNT EIGHTEEN

Case No. 12-O-14965
Rules of Professional Conduct, Rule 1-300(A)
[Aiding the Unauthorized Practice of Law]

97. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by aiding a person or entity in the unauthorized practice of law, as follows:

98. The allegations of Count Seventeen are incorporated by reference.

99. Respondent was not involved in evaluating the likelihood of achieving a successful result for Torres or deciding whether or not to accept Torres as a new client. Respondent did not conduct the initial consultation. Respondent was not consulted by Goodwin to determine whether she should accept Torres as a new client. Respondent did not determine the legal fees to be charged to Torres. The decisions regarding whether Torres qualified for a mortgage loan modification, whether to accept her as a client on behalf of Respondent, and what amount of legal fees to charge her were made by Goodwin and constituted the unauthorized practice of law.

100. By allowing non-attorney staff members to engage in acts constituting the practice of law, Respondent aided a person or entity in the unauthorized practice of law.

COUNT NINETEEN

Case No. 12-O-14965
Rules of Professional Conduct, rule 4-200(A)
[Illegal Fee]

101. Respondent wilfully violated Rules of Professional Conduct, rule 4-200(A), by entering into an agreement for, charging, or collecting an illegal fee, as follows:

102. The allegations of Counts Seventeen through Eighteen are incorporated by reference.

103. By entering into an agreement for, charging, and collecting fees from Torres, when she was not licensed to practice law in Massachusetts, Respondent entered into an agreement for, charged, or collected an illegal fee.

104. By the foregoing misconduct, Respondent entered into an agreement for, charged, or collected an illegal fee.

COUNT TWENTY

Case No. 12-O-14965
Rules of Professional Conduct, rule 3-400(B)
[Limiting Liability to a Client]

105. Respondent wilfully violated Rules of Professional Conduct, rule 3-400(B), by settling a claim or potential claim for Respondent's liability to the client for Respondent's professional malpractice, without informing the client in writing that the client may seek the advice of an independent lawyer of the client's choice regarding the settlement and giving the client a reasonable opportunity to seek that advice, as follows

106. The allegations of Counts Seventeen through Nineteen are incorporated by reference.

107. On or about August 15, 2012, Respondent spoke with Torres on the telephone and offered Torres a refund of $2,500 on the condition that Torres signed a release of liability against Respondent.

108. On or about August 15, 2012, Respondent emailed to Torres a copy of a release of liability for her to sign.

109. On or about August 15, 2012, Torres signed a release of liability against Respondent in order to obtain a refund of the illegal, unearned advanced, attorney's fees that Torres paid to Respondent.

110. The release of liability that Respondent prepared, and that Torres signed was for settling Torres's potential claim against Respondent for professional malpractice, and did not inform Torres in writing that the she may seek the advice of an independent lawyer of her choice regarding the settlement and giving him a reasonable opportunity to seek that advice.

111. By having Torres signed the release of liability, Respondent settled a claim or potential claim for Respondent's liability to the client for Respondent's professional malpractice, and without informing the client in writing that the client may seek the advice of an independent lawyer of the client's choice regarding the settlement and giving the client a reasonable opportunity to seek that advice.

COUNT TWENTY-ONE

Case No. 12-O-15997
Rules of Professional Conduct, Rule 1-300(B)
[Unauthorized Practice of Law in Another Jurisdiction]

112. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(B), by practicing law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction, as follows:

113. The allegations of Paragraphs 2 through 4 are incorporated by reference.

114. Subject to certain limited exceptions not relevant to the charges herein, Ohio Rules of Professional Conduct, rule 5.5 prohibits the practice of law in Ohio other than by an attorney duly licensed in that state.

115. Respondent has never been admitted to practice law in the State of Ohio.

116. In or about early 2012, Respondent sent an advertisement via U.S. Mail to Ohio resident Gary Amstutz ("Amstutz"). In this advertisement, Respondent offered to provide Amstutz with legal services in the form of mortgage loan modification services pertaining to his residential property located in Ohio.

117. On or about February 10, 2012, after receiving Respondent's advertisement, Amstutz called Prudent and spoke on the telephone with Ruth Chase ("Chase"), Respondent's non-attorney employee or authorized representative, about obtaining a mortgage loan modification. Chase asked Amstutz a few questions about his finances and the terms of his mortgage, stated to Amstutz that he qualified for a loan modification, and offered Respondent's mortgage loan modification services to him. Chase informed Amstutz that Respondent would provide all of the legal services necessary to obtain a mortgage loan modification for attorney's fees in the amount of $5,595.

118. On or about February 10, 2012, Amstutz employed Respondent to provide mortgage loan modification services pertaining to his Ohio residential property. Pursuant to the fee agreement, Respondent agreed to provide all of the necessary legal services for attorney's fees in the amount of $5,595.

119. On or about February 13, 2012, Amstutz paid Respondent $5,595 in attorney fees for the mortgage loan modification services.

120. By agreeing to provide legal services in the form of mortgage loan modification services to Amstutz when she was not licensed to practice law in Ohio, Respondent held herself out as entitled to practice law and actually practiced law in a jurisdiction where practicing law is a violation of the regulations of the profession in that jurisdiction and of this state.

COUNT TWENTY-TWO

Case No. 12-O-15997
Rules of Professional Conduct, Rule 1-300(A)
[Aiding the Unauthorized Practice of Law]

121. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by aiding a person or entity in the unauthorized practice of law, as follows:

122. The allegations of Count Twenty-One are incorporated by reference.

123. Respondent was not involved in evaluating the likelihood of achieving a successful result for Amstutz or deciding whether or not to accept Amstutz as a new client. Respondent did not conduct the initial consultation. Respondent was not consulted by Chase to

determine whether she should accept Amstutz as a new client. Respondent did not determine the legal fees to be charged to Amstutz. The decisions regarding whether Amstutz qualified for a mortgage loan modification, whether to accept him as a client on behalf of Respondent, and what amount of legal fees to charge him were made by Chase and constituted the unauthorized practice of law.

124. By allowing non-attorney staff members to engage in acts constituting the practice of law, Respondent aided a person or entity in the unauthorized practice of law.

COUNT TWENTY-THREE

Case No. 12-O-15997
Rules of Professional Conduct, rule 3-400(B)
[Limiting Liability to a Client]

125. Respondent wilfully violated Rules of Professional Conduct, rule 3-400(B), by settling a claim or potential claim for Respondent's liability to the client for Respondent's professional malpractice, without informing the client in writing that the client may seek the advice of an independent lawyer of the client's choice regarding the settlement and giving the client a reasonable opportunity to seek that advice, as follows:

126. The allegations of Counts Twenty-One through Twenty-Two are incorporated by reference.

127. On or about August 15, 2012, Amstutz signed a release of liability against Respondent in order to obtain a refund of the illegal, unearned, advanced, attorney's fees that Amstutz paid to Respondent.

128. The release of liability that Respondent prepared, and that Amstutz signed, was for settling Amstutz's potential claim against Respondent for professional malpractice, and did not inform Amstutz in writing that the he may seek the advice of an independent lawyer of his choice regarding the settlement and giving him a reasonable opportunity to seek that advice.

129. By having Amstutz signed the release of liability, Respondent settled a claim or potential claim for Respondent's liability to the client for Respondent's professional malpractice, and without informing the client in writing that the client may seek the advice of an independent

lawyer of the client's choice regarding the settlement and giving the client a reasonable opportunity to seek that advice.

COUNT TWENTY-FOUR

Case No. 12-O-15997
Rules of Professional Conduct, rule 4-200(A)
[Illegal Fee]

130. Respondent wilfully violated Rules of Professional Conduct, rule 4-200(A), by entering into an agreement for, charging, or collecting an illegal fee, as follows:

131. The allegations of Counts Twenty-One through Twenty-Three are incorporated by reference.

132. By entering into an agreement for, charging, and collecting fees from Amstutz, when she was not licensed to practice law in Ohio, Respondent entered into an agreement for, charged, or collected an illegal fee.

133. By the foregoing misconduct, Respondent entered into an agreement for, charged, or collected an illegal fee.

COUNT TWENTY-FIVE

Case No. 12-O-15997
Rules of Professional Conduct, rule 3-700(D)(2)
[Failure to Refund Unearned Fees]

134. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(2), by failing to refund promptly any part of a fee paid in advance that has not been earned, as follows:

135. The allegations of Counts Twenty-One through Twenty-Four are incorporated by reference.

136. On or about September 17, 2012, Respondent refunded $2,547.50 of the $5,595 in illegal, unearned, advanced attorney's fees that Amstutz paid to Respondent.

137. By failing to provide Amstutz with a complete refund of unearned fees, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned.

COUNT TWENTY-SIX

Case No. 12-O-16100
Rules of Professional Conduct, Rule 1-300(B)
[Unauthorized Practice of Law in Another Jurisdiction]

138. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(B), by practicing law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction, as follows:

139. The allegations of Paragraphs 2 through 4, and 24 through 25 are incorporated by reference.

140. On or about August 30, 2012, Respondent sent an advertisement via U.S. Mail to Florida resident John Dohmen ("Dohmen"). In this advertisement, Respondent offered to provide Dohmen with legal services in the form of mortgage loan modification services pertaining to his residential property located in Florida.

141. On or about September 19, 2011, after Respondent's advertisement, Dohmen called Prudential and spoke on the telephone with Karl Lux ("Lux"), Respondent's non-attorney employee or authorized representative, about obtaining a mortgage loan modification. Lux asked Dohmen a few questions about his finances and the terms of his mortgage, stated to Dohmen that he qualified for a loan modification, and offered Respondent's mortgage loan modification services to him Lux informed Dohmen that Respondent would provide all of the legal services necessary to obtain a mortgage loan modification for attorney's fees in the amount of $3,495.

142. On or about September 19, 2011, Dohmen employed Respondent to provide mortgage loan modification services pertaining to his Florida residential property. Pursuant to the fee agreement, Respondent agreed to provide all of the necessary legal services for attorney's fees in the amount of $3,495.

143. Between in or about September 19, 2011, and November 1, 2011, Dohmen paid Respondent $3,495 in attorney fees for the mortgage loan modification services.

144. By agreeing to provide legal services in the form of mortgage loan modification services to Dohmen when she was not licensed to practice law in Florida, Respondent held

herself out as entitled to practice law and actually practiced law in a jurisdiction where practicing law is a violation of the regulations of the profession in that jurisdiction and of this state.

COUNT TWENTY-SEVEN

Case No. 12-O-16100
Rules of Professional Conduct, Rule 1-300(A)
[Aiding the Unauthorized Practice of Law]

145. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by aiding a person or entity in the unauthorized practice of law, as follows:

146. The allegations of Count Twenty-Six are incorporated by reference.

147. Respondent was not involved in evaluating the likelihood of achieving a successful result for Dohmen or deciding whether or not to accept Dohmen as a new client. Respondent did not conduct the initial consultation. Respondent was not consulted by Lux to determine whether he should accept Dohmen as a new client. Respondent did not determine the legal fees to be charged to Dohmen. The decisions regarding whether Dohmen qualified for a mortgage loan modification, whether to accept him as a client on behalf of Respondent, and what amount of legal fees to charge him were made by Lux and constituted the unauthorized practice of law.

148. By allowing non-attorney staff members to engage in acts constituting the practice of law, Respondent aided a person or entity in the unauthorized practice of law.

COUNT TWENTY-EIGHT

Case No. 12-O-16100
Rules of Professional Conduct, rule 4-200(A)
[Illegal Fee]

149. Respondent wilfully violated Rules of Professional Conduct, rule 4-200(A), by entering into an agreement for, charging, or collecting an illegal fee, as follows:

150. The allegations of Counts Twenty-Six through Twenty-Seven are incorporated by reference.

151. By entering into an agreement for, charging, and collecting fees from Dohmen, when she was not licensed to practice law in Florida, Respondent entered into an agreement for, charged, or collected an illegal fee.

152. By the foregoing misconduct, Respondent entered into an agreement for, charged, or collected an illegal fee.

COUNT TWENTY-NINE

Case No. 12-O-16100
Rules of Professional Conduct, rule 3-400(B)
[Limiting Liability to a Client]

153. Respondent wilfully violated Rules of Professional Conduct, rule 3-400(B), by settling a claim or potential claim for Respondent's liability to the client for Respondent's professional malpractice, without informing the client in writing that the client may seek the advice of an independent lawyer of the client's choice regarding the settlement and giving the client a reasonable opportunity to seek that advice, as follows:

154. The allegations of Count Twenty-Six through Twenty-Eight are incorporated by reference.

155. On or about October 25, 2012, Respondent sent Dohmen an email offering a refund of the illegal, unearned, advanced, attorney's fees that he paid to her on the condition that Dohmen sign a release of liability against Respondent.

156. On or about October 30, 2012, Dohmen signed a release of liability against Respondent in order to obtain a refund of the illegal, unearned, advanced, attorney's fees that he paid to Respondent.

157. On or about November 7, 2012, Respondent provided Dohmen with a complete refund of the illegal, unearned, advanced, attorney's fees that Dohmen paid to her.

158. The release of liability that Respondent prepared, and that Dohmen signed, was for settling Dohmen's potential claim against Respondent for professional malpractice, and did not inform Dohmen in writing that the he may seek the advice of an independent lawyer of his choice regarding the settlement and giving him a reasonable opportunity to seek that advice.

159. By having Dohmen signed the release of liability, Respondent settled a claim or potential claim for Respondent's liability to the client for Respondent's professional malpractice, and without informing the client in writing that the client may seek the advice of an independent lawyer of the client's choice regarding the settlement and giving the client a reasonable opportunity to seek that advice.

COUNT THIRTY

Case No. 12-O-16597
Rules of Professional Conduct, Rule 1-300(B)
[Unauthorized Practice of Law in Another Jurisdiction]

160. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(B), by practicing law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction, as follows:

161. The allegations of Paragraphs 2 through 4, and 24 through 25 are incorporated by reference.

162. In or about November 2011, Respondent sent an advertisement via U.S. Mail to Florida residents David and Rose Perry (the "Perrys"). In this advertisement, Respondent offered to provide the Perrys with legal services in the form of mortgage loan modification services pertaining to their residential property located in Florida.

163. On or about November 18, 2011, after receiving Respondent's advertisement, Rose Perry called Prudent and spoke on the telephone with Edwin Pentz ("Pentz"), Respondent's non-attorney employee or authorized representative, about obtaining a mortgage loan modification. Pentz asked Rose Perry a few questions her finances and the terms of her mortgage, stated to her that she qualified for a loan modification, and offered Respondent's mortgage loan modification services to her. Pentz informed Rose Perry that Respondent would provide all of the legal services necessary to obtain a mortgage loan modification for attorney's fees in the amount of $3,995.

164. On or about November 18, 2011, the Perrys employed Respondent to provide mortgage loan modification services pertaining to their Florida residential property. Pursuant to

the fee agreement, Respondent agreed to provide all of the necessary legal services for attorney's fees in the amount of $3,995.

165. On or about November 21, 2011, the Perrys paid Respondent $3,995 in attorney's fees for the mortgage loan modification services.

166. By agreeing to provide legal services in the form of mortgage loan modification services to the Perrys when she was not licensed to practice law in Florida, Respondent held herself out as entitled to practice law and actually practiced law in a jurisdiction where practicing law is a violation of the regulations of the profession in that jurisdiction and of this state.

COUNT THIRTY-ONE

Case No. 12-O-16597
Rules of Professional Conduct, Rule 1-300(A)
[Aiding the Unauthorized Practice of Law]

167. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by aiding a person or entity in the unauthorized practice of law, as follows:

168. The allegations of Count Thirty are incorporated by reference.

169. Respondent was not involved in evaluating the likelihood of achieving a successful result for the Perrys or deciding whether or not to accept the Perrys as new clients. Respondent did not conduct the initial consultation. Respondent was not consulted by Pentz to determine whether he should accept the Perrys as new clients. Respondent did not determine the legal fees to be charged to the Perrys. The decisions regarding whether the Perrys qualified for a mortgage loan modification, whether to accept them as clients on behalf of Respondent, and what amount of legal fees to charge them were made by Pentz and constituted the unauthorized practice of law.

170. By allowing non-attorney staff members to engage in acts constituting the practice of law, Respondent aided a person or entity in the unauthorized practice of law.

COUNT THIRTY-TWO

Case No. 12-O-16597
Rules of Professional Conduct, rule 4-200(A)
[Illegal Fee]

171. Respondent wilfully violated Rules of Professional Conduct, rule 4-200(A), by entering into an agreement for, charging, or collecting an illegal fee, as follows:

172. The allegations of Counts Thirty through Thirty-One are incorporated by reference.

173. By entering into an agreement for, charging, and collecting fees from the Perrys, when she was not licensed to practice law in Florida, Respondent entered into an agreement for, charged, or collected an illegal fee.

174. By the foregoing misconduct, Respondent entered into an agreement for, charged, or collected an illegal fee.

COUNT THIRTY-THREE

Case No. 12-O-16597
Rules of Professional Conduct, rule 3-400(B)
[Limiting Liability to a Client]

175. Respondent wilfully violated Rules of Professional Conduct, rule 3-400(B), by settling a claim or potential claim for Respondent's liability to the client for Respondent's professional malpractice, without informing the client in writing that the client may seek the advice of an independent lawyer of the client's choice regarding the settlement and giving the client a reasonable opportunity to seek that advice, as follows:

176. The allegations of Counts Thirty through Thirty-Two are incorporated by reference.

177. In or about October 2012, Respondent sent the Perrys an email offering a refund of the illegal, unearned, advanced, attorney's fees that the Perrys paid to Respondent on the condition that they sign a release of liability against Respondent.

178. On or about October 25, 2012, the Perrys signed a release of liability against Respondent in order to obtain a refund of unearned fees.

179. On or about November 13, 2012, Respondent provided the Perrys with a complete refund of the illegal, unearned, advanced, attorney's fees that they paid to her. The release of liability that Respondent prepared, and that the Perrys signed, were for settling their potential claim against Respondent for professional malpractice, and did not inform them in writing that they may seek the advice of an independent lawyer of their choice regarding the settlement and giving them a reasonable opportunity to seek that advice.

180. By having the Perrys signed the release of liability, Respondent settled a claim or potential claim for Respondent's liability to the client for Respondent's professional malpractice, without informing the client in writing that the client may seek the advice of an independent lawyer of the client's choice regarding the settlement and giving the client a reasonable opportunity to seek that advice.

COUNT THIRTY-FOUR

Case No. 12-O-16818
Rules of Professional Conduct, Rule 1-300(B)
[Unauthorized Practice of Law in Another Jurisdiction]

181. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(B), by practicing law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction, as follows:

182. The allegations of Paragraphs 2 through 4, and 24 through 25 are incorporated by reference.

183. In or about December 2011, Respondent sent an advertisement via U.S. Mail to Florida resident Paulo Soares ("Soares"). In this advertisement, Respondent offered to provide Soares with legal services in the form of mortgage loan modification services pertaining to his residential property located in Florida.

184. On or about December 27, 2011, after receiving Respondent's advertisement, Soares called Prudent and spoke on the telephone with Gilbert Penhollow ("Penhollow"), Respondent's non-attorney employee or authorized representative, about obtaining a mortgage loan modification. Penhollow asked Soares a few questions about his finances and the terms of

his mortgage, stated to Soares that he qualified for a loan modification, and offered Respondent's mortgage loan modification services to him. Penhollow informed Soares that Respondent would provide all of the legal services necessary to obtain a mortgage loan modification for attorney's fees in the amount of $3,495.

185. On or about December 27, 2011, Soares employed Respondent to provide mortgage loan modification services pertaining to his Florida residential property. Pursuant to the fee agreement, Respondent agreed to provide all of the necessary legal services for attorney's fees in the amount of $3,495.

186. On or about December 27, 2011, Soares paid Respondent $3,495 in attorney fees for the mortgage loan modification services.

187. By agreeing to provide legal services in the form of mortgage loan modification services to Soares when she was not licensed to practice law in Florida, Respondent held herself out as entitled to practice law and actually practiced law in a jurisdiction where practicing law is a violation of the regulations of the profession in that jurisdiction and of this state.

COUNT THIRTY-FIVE

Case No. 12-O-16818
Rules of Professional Conduct, Rule 1-300(A)
[Aiding the Unauthorized Practice of Law]

188. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by aiding a person or entity in the unauthorized practice of law, as follows:

189. The allegations of Count Thirty-Four are incorporated by reference.

190. Respondent was not involved in evaluating the likelihood of achieving a successful result for Soares or deciding whether or not to accept Soares as a new client. Respondent did not conduct the initial consultation. Respondent was not consulted by Penhollow to determine whether he should accept Soares as a new client. Respondent did not determine the legal fees to be charged to Soares. The decisions regarding whether Soares qualified for a mortgage loan modification, whether to accept him as a client on behalf of

Respondent, and what amount of legal fees to charge him were made by Penhollow and constituted the unauthorized practice of law.

191. By allowing non-attorney staff members to engage in acts constituting the practice of law, Respondent aided a person or entity in the unauthorized practice of law.

COUNT THIRTY-SIX

Case No. 12-O-16818
Rules of Professional Conduct, rule 4-200(A)
[Illegal Fee]

192. Respondent wilfully violated Rules of Professional Conduct, rule 4-200(A), by entering into an agreement for, charging, or collecting an illegal fee, as follows:

193. The allegations of Counts Thirty-Four through Thirty-Five are incorporated by reference.

194. By entering into an agreement for, charging, and collecting fees from Soares, when she was not licensed to practice law in Florida, Respondent entered into an agreement for, charged, or collected an illegal fee.

195. By the foregoing misconduct, Respondent entered into an agreement for, charged, or collected an illegal fee.

COUNT THIRTY-SEVEN

Case No. 12-O-16818
Rules of Professional Conduct, rule 3-400(B)
[Limiting Liability to a Client]

196. Respondent wilfully violated Rules of Professional Conduct, rule 3-400(B), by settling a claim or potential claim for Respondent's liability to the client for Respondent's professional malpractice, without informing the client in writing that the client may seek the advice of an independent lawyer of the client's choice regarding the settlement and giving the client a reasonable opportunity to seek that advice, as follows:

197. The allegations of Counts Thirty-Four through Thirty-Six are incorporated by reference.

198. In or about November 2012, Respondent sent an email to Soares offering a refund of the illegal, unearned, advanced attorney's fees that he paid to Respondent on the condition that Soares sign a release of liability against Respondent.

199. On or about November 19, 2012, Soares signed a release of liability against Respondent in order to obtain a refund of the illegal, unearned, advanced attorney's fees that he paid to Respondent.

200. On or about November 21, 2012, Respondent provided Soares with a full refund of the illegal, unearned, advanced, attorney's fees that Soares paid to her. The release of liability that Respondent prepared and that Soares signed, was for settling his potential claim against Respondent for professional malpractice, and did not inform him in writing that the he may seek the advice of an independent lawyer of his choice regarding the settlement and giving him a reasonable opportunity to seek that advice.

201. By having Soares sign the release of liability, Respondent settled a claim or potential claim for Respondent's liability to the client for Respondent's professional malpractice, without informing the client in writing that the client may seek the advice of an independent lawyer of the client's choice regarding the settlement and giving the client a reasonable opportunity to seek that advice.

COUNT THIRTY-EIGHT

Case No. 12-O-17024
Rules of Professional Conduct, Rule 1-300(B)
[Unauthorized Practice of Law in Another Jurisdiction]

202. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(B), by practicing law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction, as follows:

203. The allegations of Paragraphs 2 through 4, and 7 through 8 are incorporated by reference.

204. In or about early 2012, Respondent sent an advertisement via U.S. Mail to Illinois resident Toni Walker ("Walker") entitled "Payment Reduction Notice." In this advertisement,

Respondent offered to provide Walker with legal services in the form of mortgage loan modification services pertaining to her residential property located in Illinois.

205. On or about February 8, 2012, after receiving Respondent's advertisement, Walker called Prudent and spoke on the telephone with Lorie Wunning ("Wunning"), Respondent's non-attorney employee or authorized representative, about obtaining a mortgage loan modification. Wunning asked Walker a few questions about her finances and the terms of her mortgage, stated to Walker that she qualified for a loan modification, and offered Respondent's mortgage loan modification services to her. Wunning informed Walker that Respondent would provide all of the legal services necessary to obtain a mortgage loan modification for attorney's fees in the amount of $3,495.

206. On or about February 8, 2012, Walker employed Respondent to provide mortgage loan modification services pertaining to her Illinois residential property. Pursuant to the fee agreement, Respondent agreed to provide all of the necessary legal services for attorney's fees in the amount of $3,495.

207. Between on or about February 10, 2012, and March 9, 2012, Walker paid Respondent a total of $3,495 in attorney fees for the mortgage loan modification services.

208. By agreeing to provide legal services in the form of mortgage loan modification services to Walker when she was not licensed to practice law in Illinois, Respondent held herself out as entitled to practice law and actually practiced law in a jurisdiction where practicing law is a violation of the regulations of the profession in that jurisdiction and of this state.

COUNT THIRTY-NINE

Case No. 12-O-17024
Rules of Professional Conduct, Rule 1-300(A)
[Aiding the Unauthorized Practice of Law]

209. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by aiding a person or entity in the unauthorized practice of law, as follows:

210. The allegations of Count Thirty-Eight are incorporated by reference.

211. Respondent was not involved in evaluating the likelihood of achieving a successful result for Walker or deciding whether or not to accept Walker as a new client. Respondent did not conduct the initial consultation. Respondent was not consulted by Wunning to determine whether she should accept Walker as a new client. Respondent did not determine the legal fees to be charged to Walker. The decisions regarding whether Walker qualified for a mortgage loan modification, whether to accept him as a client on behalf of Respondent, and what amount of legal fees to charge him were made by Wunning and constituted the unauthorized practice of law.

212. By allowing non-attorney staff members to engage in acts constituting the practice of law, Respondent aided a person or entity in the unauthorized practice of law.

COUNT FORTY

Case No. 12-O-17024
Rules of Professional Conduct, rule 4-200(A)
[Illegal Fee]

213. Respondent wilfully violated Rules of Professional Conduct, rule 4-200(A), by entering into an agreement for, charging, or collecting an illegal fee, as follows:

214. The allegations of Counts Thirty-Eight through Thirty-Nine are incorporated by reference.

215. By entering into an agreement for, charging, and collecting fees from Walker, when she was not licensed to practice law in Illinois, Respondent entered into an agreement for, charged, or collected an illegal fee.

216. By the foregoing misconduct, Respondent entered into an agreement for, charged, or collected an illegal fee.

COUNT FORTY-ONE

Case No. 12-O-17537
Rules of Professional Conduct, Rule 1-300(B)
[Unauthorized Practice of Law in Another Jurisdiction]

217. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(B), by practicing law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction, as follows:

218. The allegations of Paragraphs 2 through 4, and 7 through 8 are incorporated by reference.

219. In or about early 2011, Respondent sent an advertisement via U.S. Mail to Illinois resident Lorenzo Herrera ("Herrera"). In this advertisement, Respondent offered to provide Herrera with legal services in the form of mortgage loan modification services pertaining to his residential property located in Illinois.

220. On or about August 17, 2011, after receiving Respondent's advertisement, Herrera called Prudent and spoke on the telephone with Robert Duran ("Duran"), Respondent's non-attorney employee or authorized representative, about obtaining a mortgage loan modification. Duran asked Herrera a few questions about his finances and the terms of his mortgage, stated to Herrera that he qualified for a loan modification, and offered mortgage loan modification services to him. Duran informed Herrera that Respondent would provide all of the legal services necessary to obtain a mortgage loan modification for attorney's fees in the amount of $3,495.

221. On or about August 17, 2011, Herrera employed Respondent to provide mortgage loan modification services pertaining to his Illinois residential property. Pursuant to the fee agreement, Respondent agreed to provide all of the necessary legal services for attorney's fees in the amount of $3,495.

222. Between on or about August 17, 2011, and September 7, 2011, Herrera paid Respondent a total of $1,832 in attorney fees for the mortgage loan modification services.

223. By agreeing to provide legal services in the form of mortgage loan modification services to Herrera when she was not licensed to practice law in Illinois, Respondent held herself out as entitled to practice law and actually practiced law in a jurisdiction where practicing law is a violation of the regulations of the profession in that jurisdiction and of this state.

COUNT FORTY-TWO

Case No. 12-O-17537
Rules of Professional Conduct, Rule 1-300(A)
[Aiding the Unauthorized Practice of Law]

224. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by aiding a person or entity in the unauthorized practice of law, as follows:

225. The allegations of Count Forty-One are incorporated by reference.

226. Respondent was not involved in evaluating the likelihood of achieving a successful result for Herrera or deciding whether or not to accept Herrera as a new client. Respondent did not conduct the initial consultation. Respondent was not consulted by Duran to determine whether he should accept Herrera as a new client. Respondent did not determine the legal fees to be charged to Herrera. The decisions regarding whether Herrera qualified for a mortgage loan modification, whether to accept him as a client on behalf of Respondent, and what amount of legal fees to charge him were made by Duran and constituted the unauthorized practice of law.

227. By allowing non-attorney staff members to engage in acts constituting the practice of law, Respondent aided a person or entity in the unauthorized practice of law.

COUNT FORTY-THREE

Case No. 12-O-17537
Rules of Professional Conduct, rule 4-200(A)
[Illegal Fee]

228. Respondent wilfully violated Rules of Professional Conduct, rule 4-200(A), by entering into an agreement for, charging, or collecting an illegal fee, as follows:

229. The allegations of Counts Forty-One through Forty-Two are incorporated by reference.

230. By entering into an agreement for, charging, and collecting fees from Herrera, when she was not licensed to practice law in Illinois, Respondent entered into an agreement for, charged, or collected an illegal fee.

231. By the foregoing misconduct, Respondent entered into an agreement for, charged, or collected an illegal fee.

COUNT FORTY-FOUR

Case No. 12-O-17709
Rules of Professional Conduct, Rule 1-300(B)
[Unauthorized Practice of Law in Another Jurisdiction]

232. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(B), by practicing law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction, as follows:

233. The allegations of Paragraphs 2 through 4, and 7 through 8 are incorporated by reference.

234. In or about December 2011, Respondent sent an advertisement via U.S. Mail to Illinois resident Gabriel Figueroa ("Figueroa") entitled "Payment Reduction Notice." In this advertisement, Respondent offered to provide Figueroa with legal services in the form of mortgage loan modification services pertaining to his residential property located in Illinois.

235. On or about December 15, 2011, after receiving Respondent's advertisement, Figueroa called Prudent and spoke on the telephone with Karl Stordahl ("Stordahl"), Respondent's non-attorney employee or authorized representative, about obtaining a mortgage loan modification. Stordahl asked Figueroa a few questions about his finances and the terms of his mortgage, stated to Figueroa that he qualified for a loan modification, and offered Respondent's mortgage loan modification services to him. Stordahl informed Figueroa that Respondent would provide all of the legal services necessary to obtain a mortgage loan modification for attorney's fees in the amount of $3,495.

236. On or about December 15, 2011, Figueroa employed Respondent to provide mortgage loan modification services pertaining to his Illinois residential property. Pursuant to

the fee agreement, Respondent agreed to provide all of the necessary legal services for attorney's fees in the amount of $3,495.

237. Between on or about December 23, 2011, and February 8, 2012, Figueroa paid Respondent a total of $2,497.50 in attorney fees for the mortgage loan modification services.

238. By agreeing to provide legal services in the form of mortgage loan modification services to Figueroa when she was not licensed to practice law in Illinois, Respondent held herself out as entitled to practice law and actually practiced law in a jurisdiction where practicing law is a violation of the regulations of the profession in that jurisdiction and of this state.

COUNT FORTY-FIVE

Case No. 12-O-17709
Rules of Professional Conduct, Rule 1-300(A)
[Aiding the Unauthorized Practice of Law]

239. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by aiding a person or entity in the unauthorized practice of law, as follows:

240. The allegations of Count Forty-Four are incorporated by reference.

241. Respondent was not involved in evaluating the likelihood of achieving a successful result for Figueroa or deciding whether or not to accept Figueroa as a new client. Respondent did not conduct the initial consultation. Respondent was not consulted by Stordahl to determine whether he should accept Figueroa as a new client. Respondent did not determine the legal fees to be charged to Figueroa. The decisions regarding whether Figueroa qualified for a mortgage loan modification, whether to accept him as a client on behalf of Respondent, and what amount of legal fees to charge him were made by Stordahl and constituted the unauthorized practice of law.

242. By allowing non-attorney staff members to engage in acts constituting the practice of law, Respondent aided a person or entity in the unauthorized practice of law.

COUNT FORTY-SIX

Case No. 12-O-17709
Rules of Professional Conduct, rule 4-200(A)
[Illegal Fee]

243. Respondent wilfully violated Rules of Professional Conduct, rule 4-200(A), by entering into an agreement for, charging, or collecting an illegal fee, as follows:

244. The allegations of Counts Forty-Four through Forty-Five are incorporated by reference.

245. By entering into an agreement for, charging, and collecting fees from Figueroa, when she was not licensed to practice law in Illinois, Respondent entered into an agreement for, charged, or collected an illegal fee.

246. By the foregoing misconduct, Respondent entered into an agreement for, charged, or collected an illegal fee.

COUNT FORTY-SEVEN

Case No. 12-O-17526
Rules of Professional Conduct, Rule 1-300(B)
[Unauthorized Practice of Law in Another Jurisdiction]

247. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(B), by practicing law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction, as follows:

248. The allegations of Paragraphs 2 through 4, and 24 through 25 are incorporated by reference.

249. On or about September 12, 2012, Respondent sent an advertisement via U.S. Mail to Florida residents Senique and Edith Thomas (the "Thomases"). In this advertisement, Respondent offered to provide the Thomases with legal services in the form of mortgage loan modification services pertaining to their residential property located in Florida.

250. On or about September 20, 2012, after receiving Respondent's advertisement, Senique Thomas called Remedy and spoke on the telephone with Danielle Williams ("Williams"), Respondent's non-attorney employee or authorized representative, about obtaining

a mortgage loan modification. Williams asked Senique Thomas a few questions about the Thomases' finances and the terms of their mortgage, stated to Senique Thomas that the Thomases qualified for a loan modification, and offered Respondent's mortgage loan modification services to the Thomases. Williams informed Senique Thomas that Respondent would provide all of the legal services necessary to obtain a mortgage loan modification for attorney's fees in the amount of $1,500.

251. On or about September 20, 2012, the Thomases employed Respondent to provide mortgage loan modification services pertaining to their Florida residential property. Pursuant to the fee agreement, Respondent agreed to provide all of the necessary legal services for attorney's fees in the amount of $1,500.

252. On or about September 20, 2012, the Thomases paid Respondent a total of $1,500 in attorney fees for the mortgage loan modification services.

253. By agreeing to provide legal services in the form of mortgage loan modification services to the Thomases when she was not licensed to practice law in Florida, Respondent held herself out as entitled to practice law and actually practiced law in a jurisdiction where practicing law is a violation of the regulations of the profession in that jurisdiction and of this state.

COUNT FORTY-EIGHT

Case No. 12-O-17526
Rules of Professional Conduct, Rule 1-300(A)
[Aiding the Unauthorized Practice of Law]

254. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by aiding a person or entity in the unauthorized practice of law, as follows:

255. The allegations of Counts Forty-Seven are incorporated by reference.

256. Respondent was not involved in evaluating the likelihood of achieving a successful result for the Thomases or deciding whether or not to accept the Thomases as new clients. Respondent did not conduct the initial consultation. Respondent was not consulted by Williams to determine whether she should accept the Thomases as new clients. Respondent did not determine the legal fees to be charged to the Thomases. The decisions regarding whether the

Thomases qualified for a mortgage loan modification, whether to accept them as clients on behalf of Respondent, and what amount of legal fees to charge them were made by Williams and constituted the unauthorized practice of law.

257. By allowing non-attorney staff members to engage in acts constituting the practice of law, Respondent aided a person or entity in the unauthorized practice of law.

COUNT FORTY-NINE

Case No. 12-O-17526
Rules of Professional Conduct, rule 4-200(A)
[Illegal Fee]

258. Respondent wilfully violated Rules of Professional Conduct, rule 4-200(A), by entering into an agreement for, charging, or collecting an illegal fee, as follows:

259. The allegations of Counts Forty-Seven through Forty-Eight are incorporated by reference.

260. By entering into an agreement for, charging, and collecting fees from the Thomases, when she was not licensed to practice law in Florida, Respondent entered into an agreement for, charged, or collected an illegal fee.

261. By the foregoing misconduct, Respondent entered into an agreement for, charged, or collected an illegal fee.

COUNT FIFTY

Case No. 12-O-17526
Business and Professions Code, section 6106
[Moral Turpitude-Misrepresentation to the State Bar]

262. Respondent wilfully violated Business and Professions Code, section 6106, by committing an act involving moral turpitude, dishonesty or corruption, as follows:

263. The allegations of Counts Forty-Seven through Forty-Nine are incorporated by reference.

264. On or about November 2, 2012, Florida attorney Joseph McCormick ("McCormick") made a complaint against Respondent with the State Bar on behalf of the Thomases.

265. Thereafter, Williams sent a letter to McCormick on behalf of Respondent stating that Respondent was not practicing law in Florida because Respondent had retained an attorney licensed to practice law in Florida to be "of counsel" for the Thomases.

266. On or about November 21, 2012, a State Bar Investigator sent a letter to Respondent asking her to provide the name of the Florida attorney who was supposedly "of counsel" for Respondent.

267. In response to the State Bar Investigator's November 21, 2012 letter, on or about December 4, 2012, Respondent sent a letter to the State Bar Investigator. In her December 4, 2012 letter, Respondent stated that name of the Florida attorney who was "of counsel" for her was John J. Tripodi ("Tripodi"). At the time Respondent made this statement, Respondent knew, or was grossly negligent in not knowing, that the statement was false because at no time was Tripodi retained to be "of counsel" for Respondent.

268. By knowingly making a false statement to the State Bar, Respondent committed an act involving moral turpitude, dishonesty or corruption.

COUNT FIFTY-ONE

Case No. 12-O-17907
Rules of Professional Conduct, Rule 1-300(B)
[Unauthorized Practice of Law in Another Jurisdiction]

269. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(B), by practicing law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction, as follows:

270. The allegations of Paragraphs 2 through 4, and 24 through 25 are incorporated by reference.

271. On or about June 12, 2012, Respondent sent an advertisement via U.S. Mail to Florida resident Peter Heyen ("Heyen") entitled "Payment Reduction Notice." In this advertisement, Respondent offered to provide Heyen with legal services in the form of mortgage loan modification services pertaining to his residential property located in Florida.

272. On or about July 26, 2012, after receiving Respondent's advertisement Heyen called Remedy and spoke on the telephone with Nancy Massa ("Massa"), Respondent's non-attorney employee or authorized representative, about obtaining a mortgage loan modification. Massa asked Heyen a few questions about his finances and the terms of his mortgage, stated to Heyen that he qualified for a loan modification, and offered Respondent's mortgage loan modification services to him. Massa informed Heyen that Respondent would provide all of the legal services necessary to obtain a mortgage loan modification for attorney's fees in the amount of $4,500.

273. On or about July 27, 2012, Heyen employed Respondent to provide mortgage loan modification services pertaining to his Florida residential property. Pursuant to the fee agreement, Respondent agreed to provide all of the necessary legal services for attorney's fees in the amount of $4,500.

274. On or about July 29, 2012, Heyen paid Respondent $1,500 in attorney fees for the mortgage loan modification services.

275. By agreeing to provide legal services in the form of mortgage loan modification services to Heyen when she was not licensed to practice law in Florida, Respondent held herself out as entitled to practice law and actually practiced law in a jurisdiction where practicing law is a violation of the regulations of the profession in that jurisdiction and of this state.

COUNT FIFTY-TWO

Case No. 12-O-17907
Rules of Professional Conduct, Rule 1-300(A)
[Aiding the Unauthorized Practice of Law]

276. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by aiding a person or entity in the unauthorized practice of law, as follows:

277. The allegations of Count Fifty-One are incorporated by reference.

278. Respondent was not involved in evaluating the likelihood of achieving a successful result for Heyen or deciding whether or not to accept Heyen as a new client. Respondent did not conduct the initial consultation. Respondent was not consulted by Massa to

determine whether she should accept Heyen as a new client. Respondent did not determine the legal fees to be charged to Heyen. The decisions regarding whether Heyen qualified for a mortgage loan modification, whether to accept him as a client on behalf of Respondent, and what amount of legal fees to charge him were made by Massa and constituted the unauthorized practice of law.

279. By allowing non-attorney staff members to engage in acts constituting the practice of law, Respondent aided a person or entity in the unauthorized practice of law.

COUNT FIFTY-THREE

Case No. 12-O-17907
Rules of Professional Conduct, rule 4-200(A)
[Illegal Fee]

280. Respondent wilfully violated Rules of Professional Conduct, rule 4-200(A), by entering into an agreement for, charging, or collecting an illegal fee, as follows:

281. The allegations of Counts Fifty-One through Fifty-Two are incorporated by reference.

282. By entering into an agreement for, charging, and collecting fees from Heyen, when she was not licensed to practice law in Florida, Respondent entered into an agreement for, charged, or collected an illegal fee.

283. By the foregoing misconduct, Respondent entered into an agreement for, charged, or collected an illegal fee.

COUNT FIFTY-FOUR

Case No. 12-O-17907
Rules of Professional Conduct, rule 3-700(D)(2)
[Failure to Refund Unearned Fees]

284. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(2), by failing to refund promptly any part of a fee paid in advance that has not been earned, as follows:

285. The allegations of Counts Fifty-One through Fifty-Three are incorporated by reference.

286. To date, Respondent has not refunded any portion of the $1,500 in illegal, unearned, advanced, attorney's fees that Heyen paid to Respondent.

287. By failing to provide Heyen with a refund of illegal, unearned, attorney's fees that he paid to Respondent, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned.

COUNT FIFTY-FIVE

Case No. 12-O-18009
Rules of Professional Conduct, Rule 1-300(B)
[Unauthorized Practice of Law in Another Jurisdiction]

288. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(B), by practicing law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction, as follows:

289. The allegations of Paragraphs 2 through 4, and 24 through 25 are incorporated by reference.

290. In or about February 2012, Respondent sent an advertisement via U.S. Mail to Florida resident Kelly Graddy ("Graddy") entitled "Payment Reduction Notice." In this advertisement, Respondent offered to provide Graddy with legal services in the form of mortgage loan modification services pertaining to her residential property located in Florida.

291. On or about February 8, 2012, after receiving Respondent's advertisement Graddy called Prudent and spoke on the telephone with Jacob Murray ("Murray"), Respondent's non-attorney employee or authorized representative, about obtaining a mortgage loan modification. Murray asked Graddy a few questions about her finances and the terms of her mortgage, stated to Graddy that she qualified for a loan modification, and offered Respondent's mortgage loan modification services to her. Murray informed Graddy that Respondent would provide all of the legal services necessary to obtain a mortgage loan modification for attorney's fees in the amount of $4,500.

292. On or about February 8, 2012, Graddy employed Respondent to provide mortgage loan modification services pertaining to her Florida residential property. Pursuant to the fee

agreement, Respondent agreed to provide all of the necessary legal services for attorney's fees in the amount of $4,500.

293. Between on or about February 10, 2012, and March 9, 2012, Graddy paid Respondent $4,500 in attorney fees for the mortgage loan modification services.

294. By agreeing to provide legal services in the form of mortgage loan modification services to Graddy when she was not licensed to practice law in Florida, Respondent held herself out as entitled to practice law and actually practiced law in a jurisdiction where practicing law is a violation of the regulations of the profession in that jurisdiction and of this state.

COUNT FIFTY-SIX

Case No. 12-O-18009
Rules of Professional Conduct, Rule 1-300(A)
[Aiding the Unauthorized Practice of Law]

295. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by aiding a person or entity in the unauthorized practice of law, as follows:

296. The allegations of Count Fifty-Five are incorporated by reference.

297. Respondent was not involved in evaluating the likelihood of achieving a successful result for Graddy or deciding whether or not to accept Graddy as a new client. Respondent did not conduct the initial consultation. Respondent was not consulted by Murray to determine whether he should accept Graddy as a new client. Respondent did not determine the legal fees to be charged to Graddy. The decisions regarding whether Graddy qualified for a mortgage loan modification, whether to accept her as a client on behalf of Respondent, and what amount of legal fees to charge her were made by Murray and constituted the unauthorized practice of law.

298. By allowing non-attorney staff members to engage in acts constituting the practice of law, Respondent aided a person or entity in the unauthorized practice of law.

COUNT FIFTY-SEVEN

Case No. 12-O-18009
Rules of Professional Conduct, rule 4-200(A)
[Illegal Fee]

299. Respondent wilfully violated Rules of Professional Conduct, rule 4-200(A), by entering into an agreement for, charging, or collecting an illegal fee, as follows:

300. The allegations of Counts Fifty-Five through Fifty-Six are incorporated by reference.

301. Respondent entered into an agreement for, charged, and collected fees from Heyen in a jurisdiction in which she was not admitted to practice law.

302. By the foregoing misconduct, Respondent entered into an agreement for, charged, or collected an illegal fee.

COUNT FIFTY-EIGHT

Case No. 12-O-18009
Rules of Professional Conduct, rule 3-700(D)(2)
[Failure to Refund Unearned Fees]

303. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(2), by failing to refund promptly any part of a fee paid in advance that has not been earned, as follows:

304. The allegations of Counts Fifty-Five through Fifty-Seven are incorporated by reference.

305. On or about August 5, 2012, Graddy sent Respondent a letter requesting a refund of the illegal, unearned, advanced, attorney's fees that she paid to Respondent. Respondent received the letter.

306. On or about March 8, 2013, Respondent provided Graddy with a full refund of the illegal, unearned, advanced, attorney's fees that she received from Graddy.

307. By failing to provide Graddy with a refund of illegal, unearned, advanced, attorneys' fees until March 8, 2013, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned.

COUNT FIFTY-NINE

Case No. 12-O-18122
Rules of Professional Conduct, Rule 1-300(B)
[Unauthorized Practice of Law in Another Jurisdiction]

308. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(B), by practicing law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction, as follows:

309. The allegations of Paragraphs 2 through 4, and 90 through 91 are incorporated by reference.

310. In or about January 2012, Respondent sent an advertisement via U.S. Mail to Massachusetts resident Richard Brandano ("Brandano"). In this advertisement, Respondent offered to provide Brandano with legal services in the form of mortgage loan modification services pertaining to his residential property located in Massachusetts.

311. On or about January 26, 2012, after receiving Respondent's advertisement, Brandano called Prudent and spoke on the telephone with Lorie Wunning ("Wunning"), Respondent's non-attorney employee or authorized representative, about obtaining a mortgage loan modification. Wunning asked Brandano a few questions about his finances and the terms of his mortgage, stated to Brandano that he qualified for a loan modification, and offered Respondent's mortgage loan modification services to him. Wunning informed Brandano that Respondent would provide all of the legal services necessary to obtain a mortgage loan modification for attorney's fees in the amount of $3,495.

312. On or about January 26, 2012, Brandano employed Respondent to provide mortgage loan modification services pertaining to his Massachusetts residential property. Pursuant to the fee agreement, Respondent agreed to provide all of the necessary legal services for attorney's fees in the amount of $4,500.

313. Between on or about January 27, 2012, and February 17, 2012, Brandano paid Respondent a total of $3,495 in attorney fees for the mortgage loan modification services.

314. By agreeing to provide legal services in the form of mortgage loan modification services to Brandano when she was not licensed to practice law in Massachusetts, Respondent held herself out as entitled to practice law and actually practiced law in a jurisdiction where practicing law is a violation of the regulations of the profession in that jurisdiction and of this state.

COUNT SIXTY

Case No. 12-O-18122
Rules of Professional Conduct, Rule 1-300(A)
[Aiding the Unauthorized Practice of Law]

315. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by aiding a person or entity in the unauthorized practice of law, as follows:

316. The allegations of Count Fifty-Nine are incorporated by reference.

317. Respondent was not involved in evaluating the likelihood of achieving a successful result for Brandano or deciding whether or not to accept Brandano as a new client. Respondent did not conduct the initial consultation. Respondent was not consulted by Wunning to determine whether she should accept Brandano as a new client. Respondent did not determine the legal fees to be charged to Brandano. The decisions regarding whether Brandano qualified for a mortgage loan modification, whether to accept him as a client on behalf of Respondent, and what amount of legal fees to charge him were made by Wunning and constituted the unauthorized practice of law.

318. By allowing non-attorney staff members to engage in acts constituting the practice of law, Respondent aided a person or entity in the unauthorized practice of law.

COUNT SIXTY-ONE

Case No. 12-O-18122
Rules of Professional Conduct, rule 4-200(A)
[Illegal Fee]

319. Respondent wilfully violated Rules of Professional Conduct, rule 4-200(A), by entering into an agreement for, charging, or collecting an illegal fee, as follows:

320. The allegations of Count Fifty-Nine through Sixty are incorporated by reference.

321. By entering into an agreement for, charging, and collecting fees from Brandano, when she was not licensed to practice law in Massachusetts, Respondent entered into an agreement for, charged, or collected an illegal fee.

322. By the foregoing misconduct, Respondent entered into an agreement for, charged, or collected an illegal fee.

COUNT SIXTY-TWO

Case No. 12-O-18122
Rules of Professional Conduct, rule 3-700(D)(2)
[Failure to Refund Unearned Fees]

323. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(2), by failing to refund promptly any part of a fee paid in advance that has not been earned, as follows:

324. The allegations of Fifty-Nine through Sixty-One are incorporated by reference.

325. To date, Respondent has not refunded any portion of the illegal, unearned, advanced, attorney's fees that Brandano paid to Respondent.

326. By failing to provide Brandano with a refund of any portion of the illegal, unearned, advanced, attorney's fees, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned.

COUNT SIXTY-THREE

Case No. 12-O-18203
Business and Professions Code, section 6106.3
[Violation of Civil Code §2944.7(a)]

327. Respondent willfully violated Business and Professions Code, section 6106.3(a), by negotiating, arranging or otherwise offering to perform a mortgage loan modification for a fee paid by the borrower, and demanding, charging, collecting or receiving 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) of the Civil Code, as follows:

328. The allegations of Paragraphs 2 through 4 are incorporated by reference.

329. On or about March 6, 2012, Gilbert Penhollow, a non-attorney employee or authorized representative of Respondent, made an unsolicited telephone call to California

resident John Lamb ("Lamb") on behalf of Respondent offering Respondent's mortgage loan modification services. Penhollow asked Lamb a few questions about his finances and the terms of his mortgage, stated to Lamb that he qualified for a loan modification, and offered Respondent's mortgage loan modification services to him. Penhollow informed Bishop that Respondent would provide all of the legal services necessary to obtain a mortgage loan modification for attorney's fees in the amount of $2,700.

330. On or about March 6, 2012, Lamb employed Respondent to provide loan modification services on a mortgage loan secured by his residential property. Pursuant to the fee agreement, Respondent agreed to provide all of the necessary legal services for attorney's fees in the amount of $3,995.

331. Between March 9, 2012, and April 20, 2012, Respondent charged and collected a total of $3,995 in attorney's fees from Lamb prior to fully performing each and every service he had contracted to perform or represented that he would perform.

332. By negotiating, arranging or offering to perform a mortgage loan modification for a fee paid by a borrower, and demanding, charging, collecting and receiving $3,995 from Lamb prior to fully performing each and every service he had contracted to perform or represented that he would perform, in violation of Section 2944.7(a)(1) of the Civil Code, Respondent willfully violated Business and Professions Code section 6106.3(a).

COUNT SIXTY-FOUR

Case No. 12-O-18203
Rules of Professional Conduct, rule 4-200(A)
[Illegal Fee]

333. Respondent wilfully violated Rules of Professional Conduct, rule 4-200(A), by entering into an agreement for, charging, or collecting an illegal fee, as follows:

334. The allegations of Count Sixty-Three are incorporated by reference.

335. By charging and collecting advanced fees prior to fully performing each and every service that she contracted to perform or represented that she would perform, in violation

of Section 2944.7(a)(1) of the Civil Code, Respondent entered into an agreement for, charging, or collecting an illegal fee.

COUNT SIXTY-FIVE

Case No. 12-O-18203
Rules of Professional Conduct, Rule 1-300(A)
[Aiding the Unauthorized Practice of Law]

336. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by aiding a person or entity in the unauthorized practice of law, as follows:

337. The allegations of Counts Sixty-Three through Sixty-Four are incorporated by reference.

338. Respondent was not involved in evaluating the likelihood of achieving a successful result for Lamb or deciding whether or not to accept Lamb as a new client. Respondent did not conduct the initial consultation. Respondent was not consulted by Penhollow to determine whether he should accept Lamb as a new client. Respondent did not determine the legal fees to be charged to Lamb. The decisions regarding whether Lamb qualified for a mortgage loan modification, whether to accept him as a client on behalf of Respondent, and what amount of legal fees to charge him were made by Penhollow and constituted the unauthorized practice of law.

339. By allowing non-attorney staff members to engage in acts constituting the practice of law, Respondent aided a person or entity in the unauthorized practice of law.

COUNT SIXTY-SIX

Case No. 13-O-10175
Rules of Professional Conduct, Rule 1-300(B)
[Unauthorized Practice of Law in Another Jurisdiction]

340. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(B), by practicing law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction, as follows:

341. The allegations of Paragraphs 2 through 4, and 90 through 91 are incorporated by reference.

342. In or about November 2011, Respondent sent an advertisement via U.S. Mail to Massachusetts resident Diane Ransom ("Ransom"). In this advertisement, Respondent offered to provide Ransom with legal services in the form of mortgage loan modification services pertaining to her residential property located in Massachusetts.

343. On or about December 19, 2011, after receiving Respondent's advertisement, Ransom called Prudent and spoke on the telephone with Mike Zadeh, Respondent's non-attorney employee or authorized representative, about obtaining a mortgage loan modification. Zadeh asked Ransom a few questions about her finances and the terms of his mortgage, stated to Ransom that she qualified for a loan modification, and offered Respondent's mortgage loan modification services to her. Zadeh informed Ransom that Respondent would provide all of the legal services necessary to obtain a mortgage loan modification for attorney's fees in the amount of $3,995.

344. On or about December 19, 2011, Ransom employed Respondent to provide mortgage loan modification services pertaining to her Massachusetts residential property. Pursuant to the fee agreement, Respondent agreed to provide all of the necessary legal services for attorney's fees in the amount of $3,995.

345. Between on or about December 21, 2011, and January 12, 2012, Ransom paid Respondent $3,995 in attorney fees for the mortgage loan modification services.

346. By agreeing to provide legal services in the form of mortgage loan modification services to Ransom when she was not licensed to practice law in Massachusetts, Respondent held herself out as entitled to practice law and actually practiced law in a jurisdiction where practicing law is a violation of the regulations of the profession in that jurisdiction and of this state.

COUNT SIXTY-SEVEN

Case No. 13-O-10175
Rules of Professional Conduct, Rule 1-300(A)
[Aiding the Unauthorized Practice of Law]

347. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by aiding a person or entity in the unauthorized practice of law, as follows:

348. The allegations of Count Sixty-Six are incorporated by reference.

349. Respondent was not involved in evaluating the likelihood of achieving a successful result for Ransom or deciding whether or not to accept Ransom as a new client. Respondent did not conduct the initial consultation. Respondent was not consulted by Zadeh to determine whether he should accept Ransom as a new client. Respondent did not determine the legal fees to be charged to Ransom. The decisions regarding whether Ransom qualified for a mortgage loan modification, whether to accept her as a client on behalf of Respondent, and what amount of legal fees to charge her were made by Zadeh and constituted the unauthorized practice of law.

350. By allowing non-attorney staff members to engage in acts constituting the practice of law, Respondent aided a person or entity in the unauthorized practice of law.

COUNT SIXTY-EIGHT

Case No. 13-O-10175
Rules of Professional Conduct, rule 4-200(A)
[Illegal Fee]

351. Respondent wilfully violated Rules of Professional Conduct, rule 4-200(A), by entering into an agreement for, charging, or collecting an illegal fee, as follows:

352. The allegations of Count Sixty-Six through Sixty-Seven are incorporated by reference.

353. By entering into an agreement for, charging, and collecting fees from Ransom, when she was not licensed to practice law in Massachusetts, Respondent entered into an agreement for, charged, or collected an illegal fee.

354. By the foregoing misconduct, Respondent entered into an agreement for, charged, or collected an illegal fee.

COUNT SIXTY-NINE

Case No. 13-O-10423
Rules of Professional Conduct, Rule 1-300(B)
[Unauthorized Practice of Law in Another Jurisdiction]

355. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(B), by practicing law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction, as follows:

356. The allegations of Paragraphs 2 through 4, and 7 through 8 are incorporated by reference.

357. On or about January 17, 2012, Illinois resident Adolfo Adape ("Adape") called Prudent for the purpose of obtaining a mortgage loan modification pertaining to his two residential properties located in Illinois. Adape spoke on the telephone with Jorge Velazquez ("Velazquez"), Respondent's non-attorney employee or authorized representative. Velazquez asked Adape a few questions about his finances and the terms of his mortgage, stated to Adape that he qualified for a loan modification, and offered Respondent's mortgage loan modification services to him. Velazquez informed Adape that Respondent would provide all of the legal services necessary to obtain a mortgage loan modification for attorney's fees in the amount of $3,495 for one property and $4,095 for the other property.

358. On or about January 17, 2012, Adape employed Respondent to provide mortgage loan modification services pertaining to his two Illinois residential properties. Pursuant to the fee agreement(s), Respondent agreed to provide all of the necessary legal services for attorney's fees in the amount of $7,590.

359. On or about January 17, 2012, Adape paid Respondent a total of $7,590 in attorney fees for the mortgage loan modification services.

360. On or about January 16, 2013, Respondent refunded $4,000 of illegal, advanced, attorney's fees to Adape.

361. By agreeing to provide legal services in the form of mortgage loan modification services to Adape when she was not licensed to practice law in Illinois, Respondent held herself out as entitled to practice law and actually practiced law in a jurisdiction where practicing law is a violation of the regulations of the profession in that jurisdiction and of this state.

COUNT SEVENTY

Case No. 13-O-10423
Rules of Professional Conduct, Rule 1-300(A)
[Aiding the Unauthorized Practice of Law]

362. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by aiding a person or entity in the unauthorized practice of law, as follows:

363. The allegations of Count Sixty-Nine are incorporated by reference.

364. Respondent was not involved in evaluating the likelihood of achieving a successful result for Adape or deciding whether or not to accept Adape as a new client. Respondent did not conduct the initial consultation. Respondent was not consulted by Velazquez to determine whether he should accept Adape as a new client. Respondent did not determine the legal fees to be charged to Adape. The decisions regarding whether Adape qualified for a mortgage loan modification, whether to accept him as a client on behalf of Respondent, and what amount of legal fees to charge him were made by Velazquez and constituted the unauthorized practice of law.

365. By allowing non-attorney staff members to engage in acts constituting the practice of law, Respondent aided a person or entity in the unauthorized practice of law.

COUNT SEVENTY-ONE

Case No. 13-O-10423
Rules of Professional Conduct, rule 4-200(A)
[Illegal Fee]

366. Respondent wilfully violated Rules of Professional Conduct, rule 4-200(A), by entering into an agreement for, charging, or collecting an illegal fee, as follows:

367. The allegations of Counts Sixty-Nine through Seventy are incorporated by reference.

368. By entering into an agreement for, charging, and collecting fees from Adape, when she was not licensed to practice law in Illinois, Respondent entered into an agreement for, charged, or collected an illegal fee.

369. By the foregoing misconduct, Respondent entered into an agreement for, charged, or collected an illegal fee.

COUNT SEVENTY-TWO

Case No. 13-O-10423
Rules of Professional Conduct, rule 3-700(D)(2)
[Failure to Refund Unearned Fees]

370. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(2), by failing to refund promptly any part of a fee paid in advance that has not been earned, as follows:

371. The allegations of Counts Sixty-Nine through Seventy-One are incorporated by reference.

372. To date, Respondent has refunded only $4,000 of the $7,590 in illegal, unearned, advanced, attorney's fees that Adape paid to Respondent.

373. By failing to provide Adape with a refund of any portion of the illegal, unearned, advanced, attorney's fees, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned.

COUNT SEVENTY-THREE

Case No. 13-O-10474
Rules of Professional Conduct, Rule 1-300(B)
[Unauthorized Practice of Law in Another Jurisdiction]

374. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(B), by practicing law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction, as follows:

375. The allegations of Paragraphs 2 through 4 are incorporated by reference.

376. Subject to certain limited exceptions not relevant to the charges herein, North Carolina General Statutes, section 84-4, prohibits the practice of law in North Carolina other than by an attorney duly licensed in that state.

377. Respondent has never been admitted to practice law in the State of North Carolina.

378. In or about May 2012, Respondent sent an advertisement via U.S. Mail to North Carolina resident Norah Achuko ("Achuko"). In this advertisement, Respondent offered to provide Achuko with legal services in the form of mortgage loan modification services pertaining to her residential property located in North Carolina.

379. On or about May 31, 2012, after receiving Respondent's advertisement, Achuko called Prudent and spoke on the telephone with Leticia Stewart ("Stewart"), Respondent's non-attorney employee or authorized representative, about obtaining a mortgage loan modification. Stewart asked Achuko a few questions about her finances and the terms of her mortgage, stated to Achuko that she qualified for a loan modification, and offered Respondent's mortgage loan modification services to her. Stewart informed Achuko that Respondent would provide all of the legal services necessary to obtain a mortgage loan modification for attorney's fees in the amount of $3,500.

380. On or about May 31, 2012, Achuko employed Respondent to provide mortgage loan modification services pertaining to her North Carolina residential property. Pursuant to the fee agreement, Respondent agreed to provide all of the necessary legal services for attorney's fees in the amount of $3,500.

381. On or about May 31, 2012, Achuko paid Respondent $1,750 in attorney fees for the mortgage loan modification services.

382. By agreeing to provide legal services in the form of mortgage loan modification services to Achuko when she was not licensed to practice law in North Carolina, Respondent held herself out as entitled to practice law and actually practiced law in a jurisdiction where practicing law is a violation of the regulations of the profession in that jurisdiction and of this state.

COUNT SEVENTY-FOUR

Case No. 13-O-10474
Rules of Professional Conduct, Rule 1-300(A)
[Aiding the Unauthorized Practice of Law]

383. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by aiding a person or entity in the unauthorized practice of law, as follows:

384. The allegations of Count Seventy-Three are incorporated by reference.

385. Respondent was not involved in evaluating the likelihood of achieving a successful result for Achuko or deciding whether or not to accept Achuko as a new client. Respondent did not conduct the initial consultation. Respondent was not consulted by Stewart to determine whether she should accept Achuko as a new client. Respondent did not determine the legal fees to be charged to Achuko. The decisions regarding whether Achuko qualified for a mortgage loan modification, whether to accept her as a client on behalf of Respondent, and what amount of legal fees to charge her were made by Stewart and constituted the unauthorized practice of law.

386. By allowing non-attorney staff members to engage in acts constituting the practice of law, Respondent aided a person or entity in the unauthorized practice of law.

COUNT SEVENTY-FIVE

Case No. 13-O-10474
Rules of Professional Conduct, rule 4-200(A)
[Illegal Fee]

387. Respondent wilfully violated Rules of Professional Conduct, rule 4-200(A), by entering into an agreement for, charging, or collecting an illegal fee, as follows:

388. The allegations of Counts Seventy-Three through Seventy-Four are incorporated by reference.

389. By entering into an agreement for, charging, and collecting fees from Achuko, when she was not licensed to practice law in North Carolina, Respondent entered into an agreement for, charged, or collected an illegal fee.

390. By the foregoing misconduct, Respondent entered into an agreement for, charged, or collected an illegal fee.

COUNT SEVENTY-SIX

Case No. 13-O-10474
Rules of Professional Conduct, Rule 1-300(B)
[Unauthorized Practice of Law in Another Jurisdiction]

391. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(B), by practicing law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction, as follows:

392. The allegations of Paragraphs 2 through 4, and 376 through 377 are incorporated by reference.

393. In or about early 2012, Respondent sent an advertisement via U.S. Mail to North Carolina resident Beverly Wilkins ("Wilkins"). In this advertisement, Respondent offered to provide Wilkins with legal services in the form of mortgage loan modification services pertaining to her residential property located in North Carolina.

394. On or about March 30, 2012, after receiving Respondent's advertisement, Wilkins called Prudent and spoke on the telephone with Andre Evans ("Evans"), Respondent's non-attorney employee or authorized representative, about obtaining a mortgage loan modification. Evans asked Wilkins a few questions about her finances and the terms of her mortgage, stated to Wilkins that she qualified for a loan modification, and offered Respondent's mortgage loan modification services to her. Evans informed Wilkins that Respondent would provide all of the legal services necessary to obtain a mortgage loan modification for attorney's fees in the amount of $4,000.

395. On or about March 30, 2012, Wilkins employed Respondent to provide mortgage loan modification services pertaining to her North Carolina residential property. Pursuant to the fee agreement, Respondent agreed to provide all of the necessary legal services for attorney's fees in the amount of $4,000.

396. On or about March 30, 2012, Wilkins paid Respondent $4,000 in attorney fees for the mortgage loan modification services.

397. By agreeing to provide legal services in the form of mortgage loan modification services to Wilkins when she was not licensed to practice law in North Carolina, Respondent held herself out as entitled to practice law and actually practiced law in a jurisdiction where practicing law is a violation of the regulations of the profession in that jurisdiction and of this state.

COUNT SEVENTY-SEVEN

Case No. 13-O-10474
Rules of Professional Conduct, Rule 1-300(A)
[Aiding the Unauthorized Practice of Law]

398. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by aiding a person or entity in the unauthorized practice of law, as follows:

399. The allegations of Count Seventy-Six are incorporated by reference.

400. Respondent was not involved in evaluating the likelihood of achieving a successful result for Wilkins or deciding whether or not to accept Wilkins as a new client. Respondent did not conduct the initial consultation. Respondent was not consulted by Evans to determine whether he should accept Wilkins as a new client. Respondent did not determine the legal fees to be charged to Wilkins. The decisions regarding whether Wilkins qualified for a mortgage loan modification, whether to accept her as a client on behalf of Respondent, and what amount of legal fees to charge her were made by Evans and constituted the unauthorized practice of law.

401. By allowing non-attorney staff members to engage in acts constituting the practice of law, Respondent aided a person or entity in the unauthorized practice of law.

COUNT SEVENTY-EIGHT

Case No. 13-O-10474
Rules of Professional Conduct, rule 4-200(A)
[Illegal Fee]

402. Respondent wilfully violated Rules of Professional Conduct, rule 4-200(A), by entering into an agreement for, charging, or collecting an illegal fee, as follows:

403. The allegations of Count Seventy-Six through Seventy-Seven are incorporated by reference.

404. By entering into an agreement for, charging, and collecting fees from Wilkins, when she was not licensed to practice law in North Carolina, Respondent entered into an agreement for, charged, or collected an illegal fee.

405. By the foregoing misconduct, Respondent entered into an agreement for, charged, or collected an illegal fee.

COUNT SEVENTY-NINE

Case No. 13-O-10714
Rules of Professional Conduct, Rule 1-300(B)
[Unauthorized Practice of Law in Another Jurisdiction]

406. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(B), by practicing law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction, as follows:

407. The allegations of Paragraphs 2 through 4 are incorporated by reference.

408. Subject to certain limited exceptions not relevant to the charges herein, N.Y. Jud. Law § 478, prohibits the practice of law in New York other than by an attorney duly licensed in that state.

409. Respondent has never been admitted to practice law in the State of New York.

410. In or about early 2012, Respondent sent an advertisement via U.S. Mail to New York resident Barbara Benson ("Benson"). In this advertisement, Respondent offered to provide Benson with legal services in the form of mortgage loan modification services pertaining to her residential property located in New York.

411. On or about May 7, 2012, after receiving Respondent's advertisement, Benson called Prudent and spoke on the telephone with Kelly Miller ("Miller"), Respondent's non-attorney employee or authorized representative, about obtaining a mortgage loan modification. Miller asked Benson a few questions about her finances and the terms of her mortgage, stated to Benson that she qualified for a loan modification, and offered Respondent's mortgage loan modification services to her. Miller informed Benson that Respondent would provide all of the legal services necessary to obtain a mortgage loan modification for attorney's fees in the amount of $3,600.

412. On or about May 7, 2012, Benson employed Respondent to provide mortgage loan modification services pertaining to her New York residential property. Pursuant to the fee agreement, Respondent agreed to provide all of the necessary legal services for attorney's fees in the amount of $3,600.

413. Between on or about May 11, 2012, and June 1, 2012, Benson paid Respondent a total of $3,600 in attorney fees for the mortgage loan modification services.

414. By agreeing to provide legal services in the form of mortgage loan modification services to Benson when she was not licensed to practice law in New York, Respondent held herself out as entitled to practice law and actually practiced law in a jurisdiction where practicing law is a violation of the regulations of the profession in that jurisdiction and of this state.

COUNT EIGHTY

Case No. 13-O-10714
Rules of Professional Conduct, Rule 1-300(A)
[Aiding the Unauthorized Practice of Law]

415. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by aiding a person or entity in the unauthorized practice of law, as follows:

416. The allegations of Count Seventy-Nine are incorporated by reference.

417. Respondent was not involved in evaluating the likelihood of achieving a successful result for Benson or deciding whether or not to accept Benson as a new client. Respondent did not conduct the initial consultation. Respondent was not consulted by Miller to

determine whether she should accept Benson as a new client. Respondent did not determine the legal fees to be charged to Benson. The decisions regarding whether Benson qualified for a mortgage loan modification, whether to accept her as a client on behalf of Respondent, and what amount of legal fees to charge her were made by Miller and constituted the unauthorized practice of law.

418. By allowing non-attorney staff members to engage in acts constituting the practice of law, Respondent aided a person or entity in the unauthorized practice of law.

COUNT EIGHTY-ONE

Case No. 13-O-10714
Rules of Professional Conduct, rule 4-200(A)
[Illegal Fee]

419. Respondent wilfully violated Rules of Professional Conduct, rule 4-200(A), by entering into an agreement for, charging, or collecting an illegal fee, as follows:

420. The allegations of Counts Seventy-Nine through Eighty are incorporated by reference.

421. By entering into an agreement for, charging, and collecting fees from Benson, when she was not licensed to practice law in New York, Respondent entered into an agreement for, charged, or collected an illegal fee.

422. By the foregoing misconduct, Respondent entered into an agreement for, charged, or collected an illegal fee.

COUNT EIGHTY-TWO

Case No. 13-O-10714
Rules of Professional Conduct, rule 3-700(D)(2)
[Failure to Refund Unearned Fees]

423. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(2), by failing to refund promptly any part of a fee paid in advance that has not been earned, as follows:

424. The allegations of Counts Seventy-Nine through Eighty-One Three are incorporated by reference.

425. To date, Respondent has not refunded any portion of the illegal, unearned, advanced, attorney's fees that Benson paid to Respondent.

426. By failing to provide Benson with a refund of any portion of the illegal, unearned, advanced, attorney's fees, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned.

COUNT EIGHTY-THREE

Case No. 13-O-11223
Rules of Professional Conduct, Rule 1-300(B)
[Unauthorized Practice of Law in Another Jurisdiction]

427. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(B), by practicing law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction, as follows:

428. The allegations of Paragraphs 2 through 4, and 24 through 25 are incorporated by reference.

429. In or about June 2012, Respondent sent an advertisement via U.S. Mail to Florida resident Deborah Choate ("Choate"). In this advertisement, Respondent offered to provide Choate with legal services in the form of mortgage loan modification services pertaining to her residential property located in Florida.

430. On or about May 7, 2012, after receiving Respondent's advertisement, Choate called Remedy and spoke on the telephone with Mike Scott ("Scott"), Respondent's non-attorney employee or authorized representative, about obtaining a mortgage loan modification. Scott asked Choate a few questions about her finances and the terms of his mortgage, stated to Choate that she qualified for a loan modification, and offered Respondent's mortgage loan modification services to her. Scott informed Choate that Respondent would provide all of the legal services necessary to obtain a mortgage loan modification for attorney's fees in the amount of $4,095.

431. On or about May 7, 2012, Choate employed Respondent to provide mortgage loan modification services pertaining to her Florida residential property. Pursuant to the fee

agreement, Respondent agreed to provide all of the necessary legal services for attorney's fees in the amount of $4,095.

432. On or about May 7, 2012, Choate paid Respondent a total of $4,095 in attorney fees for the mortgage loan modification services.

433. By agreeing to provide legal services in the form of mortgage loan modification services to Choate when she was not licensed to practice law in Florida, Respondent held herself out as entitled to practice law and actually practiced law in a jurisdiction where practicing law is a violation of the regulations of the profession in that jurisdiction and of this state.

COUNT EIGHTY-FOUR

Case No. 13-O-11223
Rules of Professional Conduct, Rule 1-300(A)
[Aiding the Unauthorized Practice of Law]

434. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by aiding a person or entity in the unauthorized practice of law, as follows:

435. The allegations of Count Eighty-Three are incorporated by reference.

436. Respondent was not involved in evaluating the likelihood of achieving a successful result for Choate or deciding whether or not to accept Choate as a new client. Respondent did not conduct the initial consultation. Respondent was not consulted by Scott to determine whether he should accept Choate as a new client. Respondent did not determine the legal fees to be charged to Choate. The decisions regarding whether Choate qualified for a mortgage loan modification, whether to accept her as a client on behalf of Respondent, and what amount of legal fees to charge her were made by Scott and constituted the unauthorized practice of law.

437. By allowing non-attorney staff members to engage in acts constituting the practice of law, Respondent aided a person or entity in the unauthorized practice of law.

COUNT EIGHTY-FIVE

Case No. 13-O-11223
Rules of Professional Conduct, rule 4-200(A)
[Illegal Fee]

438. Respondent wilfully violated Rules of Professional Conduct, rule 4-200(A), by entering into an agreement for, charging, or collecting an illegal fee, as follows:

439. The allegations of Count Eighty-Three through Eighty-Four are incorporated by reference.

440. By entering into an agreement for, charging, and collecting fees from Choate, when she was not licensed to practice law in Florida, Respondent entered into an agreement for, charged, or collected an illegal fee.

441. By the foregoing misconduct, Respondent entered into an agreement for, charged, or collected an illegal fee.

COUNT EIGHTY-SIX

Case No. 13-O-11223
Rules of Professional Conduct, rule 3-700(D)(2)
[Failure to Refund Unearned Fees]

442. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(2), by failing to refund promptly any part of a fee paid in advance that has not been earned, as follows:

443. The allegations of Counts Eighty-Three through Eighty-Four are incorporated by reference.

444. To date, Respondent has not refunded any portion of the $4,095 in illegal, unearned, attorney's fees that Choate paid Respondent.

445. By failing to provide Choate with a refund of illegal, unearned attorney's fees, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned.

COUNT EIGHTY-SEVEN

Case No. 13-O-11363
Rules of Professional Conduct, Rule 1-300(B)
[Unauthorized Practice of Law in Another Jurisdiction]

446. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(B), by practicing law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction, as follows:

447. The allegations of Paragraphs 2 through 4 are incorporated by reference.

448. Subject to certain limited exceptions not relevant to the charges herein, Georgia State Bar Rules and Regulations, Rule 4-102, prohibits the practice of law in Georgia other than by an attorney duly licensed in that state.

449. Respondent has never been admitted to practice law in the State of Georgia.

450. In or about July 2012, Georgia resident Edwin Fulgham ("Fulgham") received an unsolicited telephone call from a non-attorney employee or authorized representative of Respondent offering to provide Fulgham with legal services in the form of mortgage loan modification services pertaining to his residential property located in Georgia.

451. On or about July 26, 2012, Fulgham employed Respondent for the purpose of obtaining a mortgage loan modification pertaining to his residential property located in Georgia. Respondent agreed to provide all of the legal services necessary to obtain a mortgage loan modification for attorney's fees in the amount of $3,495.12.

452. On or about July 26, 2012, Fulgham paid Respondent a total of $3,495.12 in attorney fees for the mortgage loan modification services.

453. To date, Respondent has failed to refund any portion of the $3,495.12 in advanced fees that she received from Fulgham.

454. By agreeing to provide legal services in the form of mortgage loan modification services to Fulgham when she was not licensed to practice law in Georgia, Respondent held herself out as entitled to practice law and actually practiced law in a jurisdiction where practicing law is a violation of the regulations of the profession in that jurisdiction and of this state.

COUNT EIGHTY-EIGHT

Case No. 13-O-11363
Rules of Professional Conduct, Rule 1-300(A)
[Aiding the Unauthorized Practice of Law]

455. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by aiding a person or entity in the unauthorized practice of law, as follows:

456. The allegations of Count Eighty-Seven are incorporated by reference.

457. Respondent was not involved in evaluating the likelihood of achieving a successful result for Fulgham or deciding whether or not to accept Fulgham as a new client. Respondent did not conduct the initial consultation. Respondent was not consulted by the non-attorney who conducted the initial consultation to determine whether he or she should accept Fulgham as a new client. Respondent did not determine the legal fees to be charged to Fulgham. The decisions regarding whether Fulgham qualified for a mortgage loan modification, whether to accept him as a client on behalf of Respondent, and what amount of legal fees to charge him were made by the non-attorney employee and constituted the unauthorized practice of law.

458. By allowing non-attorney staff members to engage in acts constituting the practice of law, Respondent aided a person or entity in the unauthorized practice of law.

COUNT EIGHTY-NINE

Case No. 13-O-11363
Rules of Professional Conduct, rule 4-200(A)
[Illegal Fee]

459. Respondent wilfully violated Rules of Professional Conduct, rule 4-200(A), by entering into an agreement for, charging, or collecting an illegal fee, as follows:

460. The allegations of Count Eighty-Eight are incorporated by reference.

461. By entering into an agreement for, charging, and collecting fees from Fulgham, when she was not licensed to practice law in Georgia, Respondent entered into an agreement for, charged, or collected an illegal fee.

462. By the foregoing misconduct, Respondent entered into an agreement for, charged, or collected an illegal fee.

COUNT NINETY

Case No. 13-O-11363
Rules of Professional Conduct, rule 3-700(D)(2)
[Failure to Refund Unearned Fees]

463. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(2), by failing to refund promptly any part of a fee paid in advance that has not been earned, as follows:

464. The allegations of Counts Eighty-Eight through Eighty-Nine Three are incorporated by reference.

465. To date, Respondent has not refunded any portion of the $3,495.12 in illegal, unearned, attorney's fees that Fulgham paid Respondent.

466. By failing to provide Fulgham with a refund of illegal, unearned attorney's fees, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned.

COUNT NINETY-ONE

Case No. 13-O-11698
Rules of Professional Conduct, Rule 1-300(B)
[Unauthorized Practice of Law in Another Jurisdiction]

467. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(B), by practicing law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction, as follows:

468. The allegations of Paragraphs 2 through 4 are incorporated by reference.

469. Subject to certain limited exceptions not relevant to the charges herein, New Jersey Rules of Professional Conduct, rule 5.5, prohibits the practice of law in New Jersey other than by an attorney duly licensed in that state.

470. Respondent has never been admitted to the practice of law in the State of New Jersey.

471. In or about late 2011, Respondent sent an advertisement via U.S. Mail to New Jersey resident Delicia Devreaux ("Devreaux") entitled "Payment Reduction Notice." In this advertisement, Respondent offered to provide Devreaux with legal services in the form of mortgage loan modification services pertaining to her residential property located in New Jersey.

472. After receiving Respondent's advertisement, on or about April 20, 2012, Devreaux called Prudent and spoke on the telephone with Matt Hay ("Hay"), Respondent's non-attorney employee or authorized representative, about obtaining a mortgage loan modification. Hay asked Devreaux a few questions about her finances and the terms of her mortgage, stated to Devreaux that she qualified for a loan modification, and offered Respondent's mortgage loan modification services to her. Hay informed Devreaux that Respondent would provide all of the legal services necessary to obtain a mortgage loan modification for attorney's fees in the amount of $3,495.

473. On or about April, 2012, Devreaux employed Respondent to provide mortgage loan modification services pertaining to her New Jersey residential property. Pursuant to the fee agreement, Respondent agreed to provide all of the necessary legal services for attorney's fees in the amount of $3,495.

474. Between on or about April 20, 2012, and June 1, 2012, Devreaux paid Respondent a total of $3,495 in attorney fees for the mortgage loan modification services.

475. By agreeing to provide legal services in the form of mortgage loan modification services to Devreaux when she was not licensed to practice law in New Jersey, Respondent held herself out as entitled to practice law and actually practiced law in a jurisdiction where practicing law is a violation of the regulations of the profession in that jurisdiction and of this state.

COUNT NINETY-TWO

Case No. 13-O-11698
Rules of Professional Conduct, Rule 1-300(A)
[Aiding the Unauthorized Practice of Law]

476. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by aiding a person or entity in the unauthorized practice of law, as follows:

477. The allegations of Count Ninety-One are incorporated by reference.

478. Respondent was not involved in evaluating the likelihood of achieving a successful result for Devreaux or deciding whether or not to accept Devreaux as a new client. Respondent did not conduct the initial consultation. Respondent was not consulted by Hay to

determine whether he should accept Devreaux as a new client. Respondent did not determine the legal fees to be charged to Devreaux. The decisions regarding whether Devreaux qualified for a mortgage loan modification, whether to accept her as a client on behalf of Respondent, and what amount of legal fees to charge her were made by Hay and constituted the unauthorized practice of law.

479. By allowing non-attorney staff members to engage in acts constituting the practice of law, Respondent aided a person or entity in the unauthorized practice of law.

COUNT NINETY-THREE

Case No. 13-O-11698
Rules of Professional Conduct, rule 4-200(A)
[Illegal Fee]

480. Respondent wilfully violated Rules of Professional Conduct, rule 4-200(A), by entering into an agreement for, charging, or collecting an illegal fee, as follows:

481. The allegations of Counts Ninety-One through Ninety-Two are incorporated by reference.

482. By entering into an agreement for, charging, and collecting fees from Devreaux, when she was not licensed to practice law in New Jersey, Respondent entered into an agreement for, charged, or collected an illegal fee.

483. By the foregoing misconduct, Respondent entered into an agreement for, charged, or collected an illegal fee.

COUNT NINETY-FOUR

Case No. 13-O-11698
Rules of Professional Conduct, rule 3-700(D)(2)
[Failure to Refund Unearned Fees]

484. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(2), by failing to refund promptly any part of a fee paid in advance that has not been earned, as follows:

485. The allegations of Counts Ninety-One through Ninety-Three are incorporated by reference.

486. To date, Respondent has not refunded any portion of the $3,495 in illegal, unearned, attorney's fees that Devreaux paid Respondent.

487. By failing to provide Devreaux with a refund of illegal, unearned attorney's fees, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned.

COUNT NINETY-FIVE

Case No. 13-O-11834
Rules of Professional Conduct, Rule 1-300(B)
[Unauthorized Practice of Law in Another Jurisdiction]

488. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(B), by practicing law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction, as follows:

489. The allegations of Paragraphs 2 through 4, and 24 through 25 are incorporated by reference.

490. In or about early 2012, Respondent sent an advertisement via U.S. Mail to Florida Teddy Hughart ("Hughart"). In this advertisement, Respondent offered to provide Hughart with legal services in the form of mortgage loan modification services pertaining to his residential property located in Florida.

491. On or about May 16, 2012, after receiving Respondent's advertisement, Hughart called Prudent and spoke on the telephone with Rick Silva ("Silva"), Respondent's non-attorney employee or authorized representative, about obtaining a mortgage loan modification. Silva asked Hughart a few questions about his finances and the terms of his mortgage, stated to Hughart that he qualified for a loan modification, and offered Respondent's mortgage loan modification services to him. Silva informed Hughart that Respondent would provide all of the legal services necessary to obtain a mortgage loan modification for attorney's fees in the amount of $3,995.

492. On or about May 16, 2012, Hughart employed Respondent to provide mortgage loan modification services pertaining to his Florida residential property. Pursuant to the fee

agreement, Respondent agreed to provide all of the necessary legal services for attorney's fees in the amount of $3,995.

493. In or about May 2012, Hughart paid Respondent $3,995 in attorney fees for the mortgage loan modification services.

494. By agreeing to provide legal services in the form of mortgage loan modification services to Hughart when she was not licensed to practice law in Florida, Respondent held herself out as entitled to practice law and actually practiced law in a jurisdiction where practicing law is a violation of the regulations of the profession in that jurisdiction and of this state.

COUNT NINETY-SIX

Case No. 13-O-11834
Rules of Professional Conduct, Rule 1-300(A)
[Aiding the Unauthorized Practice of Law]

495. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by aiding a person or entity in the unauthorized practice of law, as follows:

496. The allegations of Count Ninety-Five are incorporated by reference.

497. Respondent was not involved in evaluating the likelihood of achieving a successful result for Hughart or deciding whether or not to accept Hughart as a new client. Respondent did not conduct the initial consultation. Respondent was not consulted by Silva to determine whether he should accept Hughart as a new client. Respondent did not determine the legal fees to be charged to Hughart. The decisions regarding whether Hughart qualified for a mortgage loan modification, whether to accept him as a client on behalf of Respondent, and what amount of legal fees to charge him were made by Silva and constituted the unauthorized practice of law.

498. By allowing non-attorney staff members to engage in acts constituting the practice of law, Respondent aided a person or entity in the unauthorized practice of law.

COUNT NINETY-SEVEN

Case No. 13-O-11834
Rules of Professional Conduct, rule 4-200(A)
[Illegal Fee]

499. Respondent wilfully violated Rules of Professional Conduct, rule 4-200(A), by entering into an agreement for, charging, or collecting an illegal fee, as follows:

500. The allegations of Counts Ninety-Five through Ninety-Six are incorporated by reference.

501. By entering into an agreement for, charging, and collecting fees from Hughart, when she was not licensed to practice law in Florida, Respondent entered into an agreement for, charged, or collected an illegal fee.

502. By the foregoing misconduct, Respondent entered into an agreement for, charged, or collected an illegal fee.

COUNT NINETY-EIGHT

Case No. 12-O-11834
Rules of Professional Conduct, rule 3-700(D)(2)
[Failure to Refund Unearned Fees]

503. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(2), by failing to refund promptly any part of a fee paid in advance that has not been earned, as follows:

504. The allegations of Counts Ninety-Five through Ninety-Seven are incorporated by reference.

505. To date, Respondent has not refunded any portion of the $3,995 in illegal, unearned, attorney's fees that Hughart paid Respondent.

506. By failing to provide Hughart with a refund of illegal, unearned attorney's fees, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned.

COUNT NINETY-NINE

Case No. 13-O-11896
Rules of Professional Conduct, Rule 1-300(B)
[Unauthorized Practice of Law in Another Jurisdiction]

507. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(B), by practicing law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction, as follows:

508. The allegations of Paragraphs 2 through 4, and 7 through 8 are incorporated by reference.

509. In or about late 2011, Respondent sent an advertisement via U.S. Mail to Illinois resident Freddie McFerren ("McFerren"). In this advertisement, Respondent offered to provide McFerren with legal services in the form of mortgage loan modification services pertaining to his residential property located in Illinois.

510. On or about October 20, 2011, after receiving Respondent's advertisement McFerren called Prudent and spoke on the telephone with Greg Kaiker ("Kaiker"), Respondent's non-attorney employee or authorized representative, about obtaining a mortgage loan modification. Kaiker asked McFerren a few questions about his finances and the terms of his mortgage, stated to McFerren that he qualified for a loan modification, and offered Respondent's mortgage loan modification services to him. Kaiker informed McFerren that Respondent would provide all of the legal services necessary to obtain a mortgage loan modification for attorney's fees in the amount of $3,450.

511. On or about July 27, 2012, McFerren employed Respondent to provide mortgage loan modification services pertaining to his Illinois residential property. Pursuant to the fee agreement, Respondent agreed to provide all of the necessary legal services for attorney's fees in the amount of $3,450.

512. Between in or about November 2011 and January 2012, McFerren paid Respondent $3,450 in attorney fees for the mortgage loan modification services.

513. By agreeing to provide legal services in the form of mortgage loan modification services to McFerren when she was not licensed to practice law in Illinois, Respondent held herself out as entitled to practice law and actually practiced law in a jurisdiction where practicing law is a violation of the regulations of the profession in that jurisdiction and of this state.

COUNT ONE HUNDRED

Case No. 13-O-11896
Rules of Professional Conduct, Rule 1-300(A)
[Aiding the Unauthorized Practice of Law]

514. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by aiding a person or entity in the unauthorized practice of law, as follows:

515. The allegations of Count Ninety-Nine are incorporated by reference.

516. Respondent was not involved in evaluating the likelihood of achieving a successful result for McFerren or deciding whether or not to accept McFerren as a new client. Respondent did not conduct the initial consultation. Respondent was not consulted by Kaiker to determine whether he should accept McFerren as a new client. Respondent did not determine the legal fees to be charged to McFerren. The decisions regarding whether McFerren qualified for a mortgage loan modification, whether to accept him as a client on behalf of Respondent, and what amount of legal fees to charge him were made by Kaiker and constituted the unauthorized practice of law.

517. By allowing non-attorney staff members to engage in acts constituting the practice of law, Respondent aided a person or entity in the unauthorized practice of law.

COUNT ONE HUNDRED AND ONE

Case No. 13-O-11896
Rules of Professional Conduct, rule 4-200(A)
[Illegal Fee]

518. Respondent wilfully violated Rules of Professional Conduct, rule 4-200(A), by entering into an agreement for, charging, or collecting an illegal fee, as follows:

519. The allegations of Counts Ninety-Nine through One Hundred are incorporated by reference.

520. By entering into an agreement for, charging, and collecting fees from McFerren, when she was not licensed to practice law in Illinois, Respondent entered into an agreement for, charged, or collected an illegal fee.

521. By the foregoing misconduct, Respondent entered into an agreement for, charged, or collected an illegal fee.

COUNT ONE HUNDRED AND TWO

Case No. 13-O-11896
Rules of Professional Conduct, rule 3-700(D)(2)
[Failure to Refund Unearned Fees]

522. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(2), by failing to refund promptly any part of a fee paid in advance that has not been earned, as follows:

523. The allegations of Counts Ninety-Nine through One Hundred and One are incorporated by reference.

524. To date, Respondent has not refunded any portion of the $3,450 in illegal, unearned, advanced, attorney's fees that McFerren paid to Respondent.

525. By failing to provide McFerren with a refund of illegal, unearned, attorney's fees that he paid to Respondent, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned.

COUNT ONE HUNDRED AND THREE

Case No. 13-O-12459
Rules of Professional Conduct, Rule 1-300(B)
[Unauthorized Practice of Law in Another Jurisdiction]

526. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(B), by practicing law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction, as follows:

527. The allegations of Paragraphs 2 through 4, and 7 through 8 are incorporated by reference.

528. In or about June 2012, Respondent sent an advertisement via U.S. Mail to Illinois resident Anthony Daniel ("Daniel"). In this advertisement, Respondent offered to provide

Daniel with legal services in the form of mortgage loan modification services pertaining to his residential property located in Illinois.

529. On or about July 20, 2012, after receiving Respondent's advertisement, Daniel called Remedy and spoke on the telephone with Greg Stradford ("Stradford"), Respondent's non-attorney employee or authorized representative, about obtaining a mortgage loan modification. Stradford asked Daniel a few questions about his finances and the terms of his mortgage, stated to Daniel that he qualified for a loan modification, and offered Respondent's mortgage loan modification services to him. Stradford informed Daniel that Respondent would provide all of the legal services necessary to obtain a mortgage loan modification for attorney's fees in the amount of $3,495.

530. On or about July 20, 2012, Daniel employed Respondent to provide mortgage loan modification services pertaining to his Illinois residential property. Pursuant to the fee agreement, Respondent agreed to provide all of the necessary legal services for attorney's fees in the amount of $3,495.

531. On or about July 20, 2012, Daniel paid Respondent $3,495 in attorney fees for the mortgage loan modification services.

532. By agreeing to provide legal services in the form of mortgage loan modification services to Daniel when she was not licensed to practice law in Illinois, Respondent held herself out as entitled to practice law and actually practiced law in a jurisdiction where practicing law is a violation of the regulations of the profession in that jurisdiction and of this state.

COUNT ONE HUNDRED AND FOUR

Case No. 13-O-12459
Rules of Professional Conduct, Rule 1-300(A)
[Aiding the Unauthorized Practice of Law]

533. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by aiding a person or entity in the unauthorized practice of law, as follows:

534. The allegations of Count One Hundred and Three are incorporated by reference.

535. Respondent was not involved in evaluating the likelihood of achieving a successful result for Daniel or deciding whether or not to accept Daniel as a new client. Respondent did not conduct the initial consultation. Respondent was not consulted by Stradford to determine whether he should accept Daniel as a new client. Respondent did not determine the legal fees to be charged to Daniel. The decisions regarding whether Daniel qualified for a mortgage loan modification, whether to accept him as a client on behalf of Respondent, and what amount of legal fees to charge him were made by Stradford and constituted the unauthorized practice of law.

536. By allowing non-attorney staff members to engage in acts constituting the practice of law, Respondent aided a person or entity in the unauthorized practice of law.

COUNT ONE HUNDRED AND FIVE

Case No. 13-O-12459
Rules of Professional Conduct, rule 4-200(A)
[Illegal Fee]

537. Respondent wilfully violated Rules of Professional Conduct, rule 4-200(A), by entering into an agreement for, charging, or collecting an illegal fee, as follows:

538. The allegations of Count One Hundred and Three through One Hundred and Four are incorporated by reference.

539. By entering into an agreement for, charging, and collecting fees from Daniel, when she was not licensed to practice law in Illinois, Respondent entered into an agreement for, charged, or collected an illegal fee.

540. By the foregoing misconduct, Respondent entered into an agreement for, charged, or collected an illegal fee.

COUNT ONE HUNDRED AND SIX

Case No. 13-O-12459
Rules of Professional Conduct, rule 3-700(D)(2)
[Failure to Refund Unearned Fees]

541. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(2), by failing to refund promptly any part of a fee paid in advance that has not been earned, as follows:

542. The allegations of Counts One Hundred and Three through One Hundred and Five are incorporated by reference.

543. To date, Respondent has not refunded any portion of the $3,495 in illegal, unearned, advanced, attorney's fees that Daniel paid to Respondent.

544. By failing to provide Daniel with a refund of illegal, unearned, attorney's fees that he paid to Respondent, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned.

COUNT ONE HUNDRED AND SEVEN

Case Nos. 12-O-13126, 12-O-13240, 12-O-14890, 12-O-14172, 12-O-14965, 12-O-15997, 12-O-16100, 12-O-16597, 12-O-16818, 12-O-17024, 12-O-17537, 12-O-17709, 12-O-17526, 12-O-17907, 12-O-18009, 12-O-18122, 13-O-10175, 13-O-10474, 13-O-10714, 13-O-11223, 13-O-11698, 13-O-11834, 13-O-11896, 13-O-12459

Rules of Professional Conduct, rule 1-400
[Improper Solicitation]

545. Respondent willfully violated Rule of Professional Conduct, rule 1-400, by delivering, or causing to be delivered, a communication seeking professional employment for pecuniary gain, which was transmitted by mail or equivalent means, which did not bear the word "Advertisement," "Newsletter," or words of similar import in 12 point print on the first page, was presented or arranged in a matter or format which tended to confuse, deceive or mislead the public, contained untrue statements, and did not state the name of the member responsible for the communication, as follows:

546. The allegations of Paragraphs 2 through 4, and Counts One through One Hundred and Six are incorporated by reference.

547. From in or about 2011 through in or about 2012, Respondent delivered, or caused to be delivered, communications transmitted by mail to Bishop, Herskowitz, Haverly, Danskin, Torres, Amstutz, Dohmen, the Perrys, Soares, Walker, Herrera, Figueroa, the Thomases, Heyen, Graddy, Brandano, Ransom, Wilkins, Achuko, Benson, Choate, Devreaux, Hughart, McFerren, and Daniel, to their respective residences outside of California. The communication was an advertisement mailer seeking to entice these prospective clients to employ Respondent to provide

legal services in the form of mortgage loan modification services of their respective home mortgages. The communications did not bear the words "Advertisement," "Newsletter," or words of similar import in 12 point print on the first page.

548. The mailer was presented or arranged in a format that made it appear as if it was sent by the addressees' respective mortgage holders. The front page of the mailer stated, "Payment Reduction Notification" and "IMPORTANT ON FILE INFORMATION REGARDING YOUR LOAN WITH [RESPECTIVE BANK NAME]." The second page states "Payment Reduction Status PENDING REVIEW" and "Modification Program." It also contains a "Personal ID Number," "ID Number," and "Code" number intended to make the mailer appear like a personalized official bank document to and to confuse, deceive, or mislead the recipients.

549. The mailer stated, "We have reviewed your property information and have determined that you may be eligible to modify the current terms of your mortgage." There was no legitimate basis for the claim since Respondent had not reviewed the recipients' respective mortgages. The claim was at the very least misleading, if not, false.

550. The mailer stated, "This offer is good for 30 days from the above date and is subject to certain conditions. No other notice will be issued and no phone calls will be made to you." This claim was at the very least misleading, if not, false because there was no legitimate reason to claim that the mailer had an expiration date.

551. The mailer did not state Respondent's name, any of her law firm's names, or Respondent's address. The mailer did not contain the name of any person or entity responsible for sending the mailer.

552. By the foregoing conduct, Respondent delivered, or caused to be delivered, a communication seeking professional employment for pecuniary gain, which was transmitted by mail or equivalent means.

COUNT ONE HUNDRED AND EIGHT

Case Nos. 12-O-13126, 12-O-13240, 12-O-14890, 12-O-14172, 12-O-14965, 12-O-15997, 12-O-16100, 12-O-16597, 12-O-16818, 12-O-17024, 12-O-17537, 12-O-17709, 12-O-17526, 12-O-17907, 12-O-18009, 12-O-18122, 12-O-18203, 13-O-10175, 13-O-10423, 13-O-10474, 13-O-10714, 13-O-11223, 13-O-11363, 13-O-11698, 13-O-11834, 13-O-11896, 13-O-12459
Business and Professions Code, section 6106
[Moral Turpitude]

553. Respondent wilfully violated Business and Professions Code, section 6106, by committing an act involving moral turpitude, dishonesty or corruption, as follows:

554. The allegations of Paragraphs 2 through 4, and Counts One through One Hundred and Seven are incorporated by reference.

555. By engaging in a pattern of: allowing non-attorneys to determine and advise prospective clients whether they qualify for a mortgage loan modification; allowing non-attorneys to determine whether to accept clients on behalf of Respondent; allowing non-attorneys to determine the amount of legal fees to charge clients; holding herself out as entitled to practice law in jurisdictions where she is not entitled to practice law; collecting illegal fees from clients in jurisdictions where she is not licensed to practice law; improperly soliciting clients, and failing to refund unearned fees, Respondent committed acts involving moral turpitude, dishonesty or corruption.

NOTICE - INACTIVE ENROLLMENT!

YOU ARE HEREBY FURTHER NOTIFIED THAT IF THE STATE BAR COURT FINDS, PURSUANT TO BUSINESS AND PROFESSIONS CODE SECTION 6007(c), THAT YOUR CONDUCT POSES A SUBSTANTIAL THREAT OF HARM TO THE INTERESTS OF YOUR CLIENTS OR TO THE PUBLIC, YOU MAY BE INVOLUNTARILY ENROLLED AS AN INACTIVE MEMBER OF THE STATE BAR. YOUR INACTIVE ENROLLMENT WOULD BE IN ADDITION TO ANY DISCIPLINE RECOMMENDED BY THE COURT.

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NOTICE - COST ASSESSMENT!

IN THE EVENT THESE PROCEDURES RESULT IN PUBLIC DISCIPLINE, YOU MAY BE SUBJECT TO THE PAYMENT OF COSTS

INCURRED BY THE STATE BAR IN THE INVESTIGATION, HEARING AND REVIEW OF THIS MATTER PURSUANT TO BUSINESS AND PROFESSIONS CODE SECTION 6086.10.

Respectfully submitted,

THE STATE BAR OF CALIFORNIA
OFFICE OF THE CHIEF TRIAL COUNSEL

DATED: June 27, 2103

By: _____
Christine Souhrada
SENIOR TRIAL COUNSEL

THE STATE BAR OF CALIFORNIA
OFFICE OF THE CHIEF TRIAL COUNSEL

DATED: June 27, 2103

By: _____
Agustin Hernandez
DEPUTY TRIAL COUNSEL

DECLARATION OF SERVICE

by

U.S. FIRST-CLASS MAIL / U.S. CERTIFIED MAIL / OVERNIGHT DELIVERY / FACSIMILE-ELECTRONIC TRANSMISSION

CASE NUMBER(s): **12-O-13126, et al**

I, the undersigned, am over the age of eighteen (18) years and not a party to the within action, whose business address and place of employment is the State Bar of California, 1149 South Hill Street, Los Angeles, California 90015, declare that:

- on the date shown below, I caused to be served a true copy of the within document described as follows:

NDC

☐ **By U.S. First-Class Mail: (CCP §§ 1013 and 1013(a))** ☒ **By U.S. Certified Mail: (CCP §§ 1013 and 1013(a))**

- in accordance with the practice of the State Bar of California for collection and processing of mail, I deposited or placed for collection and mailing in the City and County of Los Angeles.

☐ **By Overnight Delivery: (CCP §§ 1013(c) and 1013(d))**

- I am readily familiar with the State Bar of California's practice for collection and processing of correspondence for overnight delivery by the United Parcel Service ('UPS').

☐ **By Fax Transmission: (CCP §§ 1013(e) and 1013(f))**

Based on agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax numbers listed herein below. No error was reported by the fax machine that I used. The original record of the fax transmission is retained on file and available upon request.

☐ **By Electronic Service: (CCP § 1010.6)**

Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the person(s_ at the electronic addresses listed herein below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☐ *(for U.S. First-Class Mail)* in a sealed envelope placed for collection and mailing at Los Angeles, addressed to: *(see below)*

☒ *(for Certified Mail)* in a sealed envelope placed for collection and mailing as certified mail, return receipt requested, Article No.: 7196-9008-9111-6411-3973 at Los Angeles, addressed to: *(see below)*

☐ *(for Overnight Delivery)* together with a copy of this declaration, in an envelope, or package designated by UPS, Tracking No.: _____ addressed to: *(see below)*

Person Served	Business-Residential Address	Fax Number	Courtesy Copy to:
Arthur Margolis	Margolis & Margolis, LLP Attorneys at Law 2000 Riverside Drive Los Angeles, CA 90039	Electronic Address	

☐ via inter-office mail regularly processed and maintained by the State Bar of California addressed to:

I am readily familiar with the State Bar of California's practice for collection and processing of correspondence for mailing with the United States Postal Service, and overnight delivery by the United Parcel Service ('UPS'). In the ordinary course of the State Bar of California's practice, correspondence collected and processed by the State Bar of California would be deposited with the United States Postal Service that same day, and for overnight delivery, deposited with delivery fees paid or provided for, with UPS that same day.

I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date on the envelope or package is more than one day after date of deposit for mailing contained in the affidavit.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed at Los Angeles, California, on the date shown below.

DATED: June 28, 2013

SIGNED: _____

Ana Botosaru Nercessian
Declarant