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FILED
MAR 12 2013
CLERK U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
BY: Deputy Clerk

ENTERED
MAR 12 2013
CLERK U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
BY: Deputy Clerk

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re:

Case No. 2:12-mp-00188

THE DISCIPLINARY PROCEEDING OF
ADLORE V. CLARAMBEAU.

**MEMORANDUM OF DECISION IN
DISCIPLINARY PROCEEDING
AGAINST ADLORE V. CLARAMBEAU**

The matter before the court is a disciplinary proceeding (“Proceeding”) commenced against attorney Adlore Clarambeau (“Clarambeau”) pursuant to Fourth Amended General Order 96-05 of the United States Bankruptcy Court for the Central District of California (the “General Order”).

Statement of Procedure and Notice of Hearing

Pursuant to that certain Order to Show Cause entered on July 20, 2012, by bankruptcy

1 judge Maureen Tighe, in In re Maria F. Duke, chapter 7 case no SV 11-22272-MT, a hearing was
2 held on July 25, 2012 to show cause why: (1) Clarambeau should not be barred from practicing
3 in the Central District of California Bankruptcy Court; (2) fees should not be disgorged; (3)
4 monetary sanctions should not be imposed; (4) access to the Bankruptcy Court Electronic Filing
5 System should not be denied, and; (5) Clarambeau should not be reported to the State Bar of
6 California (“OSC Hearing”). Clarambeau appeared at the OSC hearing, at which Clarambeau
7 admitted his failure to adequately represent his clients due to, *inter alia*, his failure to file all the
8 appropriate case commencement documents, communicate with his Spanish speaking clients,
9 and failure to disclose fees received. By that Order Disgorging Fees, Sanctioning Adlore V.
10 Clarambeau, and Referral to Court Disciplinary Panel entered November 2, 2012 (the “Referral
11 Order”), based on Judge Tighe’s Memorandum of Decision entered on September 4, 2012
12 (“Memorandum Decision”), among other things the Proceeding was referred to a disciplinary
13 panel established under the General Order.

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16 In accordance with the procedure set forth in the General Order, the Clerk of the
17 Bankruptcy Court designated a panel of three bankruptcy judges from this district to hear the
18 Proceeding. The members of the panel are the Hon. Barry Russell, the Hon. Robert Kwan, and
19 the Hon. Mark Houle (collectively, the “Panel”). A Notice of Assignment of Hearing Panel was
20 served on Mr. Clarambeau on November 15, 2012. Pursuant to the General Order, Mr.
21 Clarambeau had until the expiration of a period of 14 days after service of the foregoing notice to
22 move to recuse one or more of the judges assigned to the Panel. No motion to recuse was filed.
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25 Clarambeau was served with the Referral Order on September 12, 2012, and was given
26 notice of the attorney disciplinary hearing to be held before the Panel on January 11, 2013, at
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1 10:30 a.m. ("Disciplinary Hearing"). He did not file a written response of any kind or appear at
2 the disciplinary hearing.

3 **Referral to the Panel Pursuant to General Order No. 96-05**

4 The conduct that gave rise to the referral to the Panel is set forth in the attached
5 Memorandum Decision, which contains a thorough discussion of Clarambeau's practice and
6 actions at issue. In summary, Clarambeau engaged in repeated conduct where he received fees
7 for incomplete filings and repeated dismissals without discharge for failing to complete the
8 bankruptcy process throughout the Central District of California. Although the bankruptcy court
9 based its Referral Order on the five cases before it in the San Fernando Valley Division, the
10 bankruptcy court documented Clarambeau's practice of filing incomplete bankruptcy cases
11 throughout the Central District. This documentation included a table of thirty-five (35) cases
12 filed by Clarambeau in the Central District, the majority of which were dismissed for failure to
13 file information. The following is a summary of the findings contained in the Memorandum
14 Decision.
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17 The five cases that the Referral Order and Memorandum Decision are based on include:
18 (1) the Foreman Case; (2) the Foreman Adversary; (3) the Leonard Case; (4) the Duke Case and;
19 (5) the Second Duke Case (as designated in the Memorandum Decision).
20

21 In the Foreman Case, Foreman's chapter 7 case was dismissed for failure to file all
22 required documents. The bankruptcy court twice granted Foreman's motion to reopen the case
23 for the limited purpose of filing the financial management course certificate. Clarambeau did not
24 file the certificate after the case was reopened for this purpose. At the OSC hearing, Clarambeau
25 admitted to his failure to properly file the financial management course certificate.
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1 During the Foreman adversary, Clarambeau was rendered ineligible to practice law by
2 the State Bar of California on June 13, 2012. However, Clarambeau filed an opposition to the
3 defendant's motion to dismiss the adversary proceeding, but the bankruptcy court dismissed the
4 adversary without leave to amend.

5 In the Leonard Case, filed under chapter 11, Clarambeau did not disclose his
6 compensation, nor did not move to be properly employed as the debtor's counsel. The case was
7 converted to chapter 7, and was thereafter dismissed for failure to file certification of completion
8 of the financial management course and schedules. At the OSC Hearing, Clarambeau stated he
9 received \$2,000 for the work on the case although he had no experience in filing chapter 11
10 cases. The bankruptcy court found that Clarambeau did not earn the fee he received, nor were
11 fees received reasonable and necessary.
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14 In the Duke Cases, Clarambeau represented the debtor in two chapter 7 cases. The first
15 Duke case was dismissed for failure to file the required case commencement documents.
16 Moreover, Clarambeau did not disclose the compensation he received. During the OSC hearing,
17 Clarambeau indicated that he could not properly communicate with the debtor, as the debtor was
18 Spanish speaking. The bankruptcy court found that Clarambeau did not earn the fee he received,
19 nor were fees received reasonable and necessary.
20

21 Furthermore, the second Duke case was also dismissed for failure to file the required case
22 commencement documents. Again, Clarambeau did not disclose the compensation he received.
23 In this second filing, Clarambeau was still unable to properly communicate with the debtor, as
24 the debtor was Spanish speaking. The bankruptcy court found that Clarambeau did not earn the
25 fee he received, nor were fees received reasonable and necessary.
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1 Based on the foregoing, the bankruptcy court concluded Clarambeau was incompetent to
2 practice bankruptcy. The bankruptcy court ordered disgorgement of Clarambeau's fees in the
3 amount of \$6,000, barred Clarambeau from practicing before the bankruptcy court for six
4 months, and referred him to both the California State Bar and the Panel. In the Memorandum
5 Decision, the bankruptcy court suggested that the Panel consider a longer suspension based on
6 the attached findings made by the California State Bar in its suspension order.
7

8 The suspension order documents Clarambeau's unauthorized practice of law in states
9 throughout the country. Clarambeau engaged in "loan modification services" in these states
10 where he was not authorized to practice law, and collected fees in violation of the Rules of
11 Professional Conduct.
12

13 **The Hearing**


14 The Disciplinary Hearing regarding Clarambeau was held before the Panel on January
15 11, 2013. Clarambeau did not appear (nor were there any other appearances) or file a written
16 response of any kind.
17

18 **Findings**

19 Based on the Referral Order and the findings contained in the Memorandum Decision, as
20 well as Clarambeau's failure to file a written response or appear at the Disciplinary Hearing, the
21 Panel concludes that Adlore Clarambeau should be suspended for five years from practicing
22 before the United States Bankruptcy Court for the Central District of California, commencing
23 upon the effective date of this order. Upon the expiration of such suspension, Clarambeau may
24 apply for reinstatement to practice before the bankruptcy court as set forth in the General Order.
25 As conditions of reinstatement to practice before this court, Clarambeau is ordered to complete
26 fifteen (15) hours of continuing legal education in the subject of legal ethics, and is further
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1 ordered to present evidence of all monies ordered disgorged per order of this Court and of any
2 other court.

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4 Dated: March 12, 2013

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10 Barry Russell
11 United States Bankruptcy Judge

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14 Dated: March 12, 2013

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18 Robert Kwan
19 United States Bankruptcy Judge

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22 Dated: March 12, 2013

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26 Mark Houle
27 United States Bankruptcy Judge
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NOTICE OF ENTERED ORDER AND SERVICE LIST

Notice is given by the court that a judgment or order entitled (*specify*): Memorandum of Decision in Disciplinary Proceeding Against Adlore V. Clarambeau

was entered on the date indicated as "Entered" on the first page of this judgment or order and will be served in the manner stated below:

1. SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF) – Pursuant to controlling General Orders and LBRs, the foregoing document was served on the following persons by the court via NEF and hyperlink to the judgment or order. As of (*date*) 03/12/2013, the following persons are currently on the Electronic Mail Notice List for this bankruptcy case or adversary proceeding to receive NEF transmission at the email addresses stated below.

United States Trustee - LA
Ustpreion16.la.ecf@usdoj.gov
Ron.maroko@usdoj.gov

Service information continued on attached page

2. SERVED BY THE COURT VIA UNITED STATES MAIL: A copy of this notice and a true copy of this judgment or order was sent by United States mail, first class, postage prepaid, to the following persons and/or entities at the addresses indicated below:

Adlore V. Clarambeau, Esq.
Law Office of Adlore Clarambeau
427 E. 17th Street, #F-259
Costa Mesa, CA 92627

Service information continued on attached page

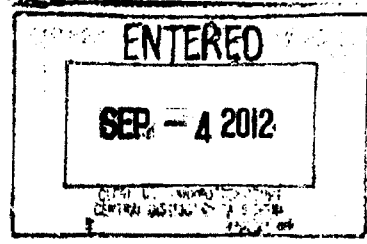
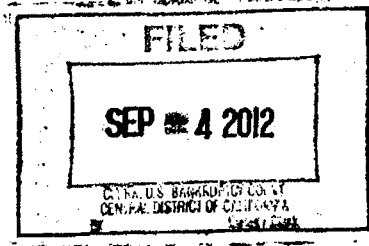
3. TO BE SERVED BY THE LODGING PARTY: Within 72 hours after receipt of a copy of this judgment or order which bears an "Entered" stamp, the party lodging the judgment or order will serve a complete copy bearing an "Entered" stamp by United States mail, overnight mail, facsimile transmission or email and file a proof of service of the entered order on the following persons and/or entities at the addresses, facsimile transmission numbers, and/or email addresses stated below:

N/A

Service information continued on attached page

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

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**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
SAN FERNANDO VALLEY DIVISION**

In re:
Maria F Duke

Case No.: 1:11-bk-22272-MT

CHAPTER 7

MEMORANDUM OF DECISION

Date: July 25, 2012
Time: 1:00 p.m.
Courtroom: 21041 Burbank Blvd., CTRM 302
Woodland Hills, CA 91367

Debtor(s).

On July 20, 2012, the Court issued five orders to show cause ("OSCs") against attorney Adlore V. Clarambeau ("Clarambeau") to show cause why: 1) he should not be barred from practicing in the Central District of California Bankruptcy Court; 2) fees should not be disgorged; 3) monetary sanctions should not be imposed; 4) access to the Bankruptcy Court Electronic Filing System (CM/ECF) should not be denied; and 5) he should not be reported to the State Bar of California. On July 24, 2012, Clarambeau filed a response to the OSCs (the "Response"). A hearing on the OSCs was heard on July 25, 2012 ("OSC Hearing").

The Court issued its OSCs based on the pattern of conduct as outlined below in this Memorandum and in the table that follows. Although the table outlines several cases filed by Clarambeau, as the attorney of record, this Memorandum and ruling are based solely on the five cases before this Court. Clarambeau's continued practice of bankruptcy in the cases not before this Court raise additional concerns that should be evaluated by the Court Disciplinary Panel. Given his repeated conduct of receiving fees for incomplete filings and repeated dismissals without discharge for failing to complete the bankruptcy process throughout the Central District of California, the Disciplinary Panel should consider a longer suspension combined with continuing education.

Foreman Cases

On February 16, 2011, Tracy L. Foreman ("Foreman") filed a chapter 13 bankruptcy petition (case no: 1:11-bk-11986-MT). Foreman was represented by Clarambeau. On February 11, 2011, Clarambeau was paid a fee of \$2,500. On March 1, 2011, the case was converted to one under chapter 7. On July 15, 2011, the case was dismissed for, among other things, failure to file all required documents.

On August 1, 2011, a motion to reopen the bankruptcy case was filed by Clarambeau; on August 5, 2011, the motion was granted with an extension of time to file debtor's certification of completion of the financial management course. On September 30, 2011, the case was closed without discharge because Debtor had not filed a financial management course certificate. On October 12, 2011, a motion to reopen the case was filed by Clarambeau; on November 18, 2011, the motion was granted for the limited purpose of allowing debtor to file a certificate of completion of the financial management course. On December 23, 2011, the case was closed without discharge because Debtor had not filed a financial management course certificate. On February 8, 2012, a motion to reopen the case was filed by Clarambeau; on March 14, 2012, the motion was granted for the limited purpose of allowing debtor to file a certificate of completion of the financial management course. On May 31, 2012, the case was closed without discharge because Debtor had not filed a financial management course certificate.

At the OSC Hearing, Clarambeau stated that this case was ultimately dismissed because Foreman lacked the funds to make her chapter 13 payments. When asked about the multiple motions to reopen to file a financial management certificate, Clarambeau stated that he filed the incorrect certificate. When asked about procedures implemented to correct his mistake, Clarambeau stated that he reached out to Foreman to try and obtain the correct certificate. Clarambeau believed that the correct certificate was filed. Clarambeau, however, could not speak on the outcome or status of the Foreman Case; the Court had to inform him at the OSC Hearing that the Foreman Case was still closed without discharge for failure to file the financial management certificate. Clarambeau admitted that he "dropped the ball," and that because of the difficulties he has encountered, he is no longer seeking to continue practicing bankruptcy.

Clarambeau did not earn the fee that Foreman tendered for Clarambeau's services; the fees were not reasonable and necessary.

On May 4, 2011, an adversary case (case no: 1:11-ap-01331-MT) was filed by Foreman, represented by Clarambeau. On July 3, 2012, Clarambeau was rendered "not eligible to practice law" by the State Bar of California. On June 13, 2012, a motion to dismiss the adversary was filed by Bank of America. On July 11, 2012, an opposition to the motion to dismiss the adversary proceeding was filed by Foreman, represented by Clarambeau. Clarambeau represented that he had addressed the issues with the California State Bar and was active once again. The Court has granted the motion and dismissed the adversary complaint, without leave to amend in a separate motion. As it appears Clarambeau was back in good standing, at least briefly at the time the opposition was filed, no action will be taken on that aspect of the OSC.

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1 Leonard Case

2 On July 7, 2011, Royal S. Leonard ("Leonard") filed a chapter 11 bankruptcy
3 petition (case no: 1:11-bk-18159-MT). Leonard was represented by Clarambeau.
4 Clarambeau did not disclose the fees paid to him or file a disclosure of compensation.
5 On September 7, 2011, the court noted that Clarambeau had failed to be properly
6 employed; the court then ordered that Clarambeau should not be entitled to any fees
7 incurred post-petition while the case was pending in Chapter 11. On September 8,
8 2011, the case was converted to one under chapter 7. On February 28, 2012, the case
9 was closed and discharge withheld for, amongst other things, failure to file certification
10 of completion of the financial management course and schedules.

11 At the OSC Hearing, Clarambeau explained that this case was filed under
12 chapter 11, because Leonard exceeded the chapter 13 debt limits. Clarambeau stated
13 that Leonard was overwhelmed with the depth of the chapter 11 process and decided
14 not to continue. Thereafter, a few extensions were sought in order to try and obtain all
15 the necessary paperwork to no avail, which lead to the conversion. Clarambeau stated
16 that he received \$2,000 for his services. When asked about his experience in filing and
17 completing chapter 11 cases, Clarambeau stated that he had not filed any before, but
18 that he had reviewed certain materials from the American Bankruptcy Institute.
19 Approval of Clarambeau's employment was never sought, let alone approved, and the
20 Court finds that he was not qualified to be employed as counsel in the chapter 11
21 bankruptcy case.

22 Clarambeau did not earn the fee that Leonard paid to Clarambeau for his
23 services; the fees tendered were not reasonable and necessary.

24 First Duke Case

25 On October 19, 2011, Maria F. Duke ("Duke") filed a chapter 7 bankruptcy
26 petition (case no: 1:11-bk-22272-MT). Duke was represented by Clarambeau, who did
27 not disclose the fees paid to him or file a disclosure of compensation. On November 7,
28 2011, the case was dismissed for, amongst other things, failure to file the initial petition
29 documents.

30 At the OSC Hearing, Clarambeau stated that Duke was a Spanish speaking
31 client, whom he allegedly communicated with through interpreters. In his response, he
32 noted that he lacked the support staff to speak with Spanish speaking clients.
33 Clarambeau attributed the demise of this case to communication difficulties; speaking to
34 the client over the phone was not fruitful. It appears that Duke had trouble traveling to
35 Clarambeau's office, so communication was limited to telephone conversations.
36 Ultimately, Clarambeau lost all communication with Duke, but still received \$1,500 from
37 Duke for a mere face sheet filing.

38 Clarambeau did not earn the fees that Duke paid to Clarambeau for his services;
39 the fees were not reasonable and necessary.

40 Second Duke Case

41 On November 8, 2011, Maria F. Duke ("Duke") filed a chapter 7 bankruptcy
42 petition (case no: 1:11-bk-23395-MT). Duke was represented by Clarambeau.
43 Clarambeau did not disclose the fees paid to him or file a disclosure of compensation.
44 On December 1, 2011, the case was dismissed for, amongst other things, failure to file
45 the initial petition documents. Clarambeau's Response reveals that the same problems
46 that arose in Duke's first filing re-manifested, and for much of the same reasons, this
47 case was also dismissed for failure to file the initial petition documents.

48 Clarambeau did not earn the fee that Duke paid to Clarambeau for his services;
49 the fees tendered for this second face sheet filing were not reasonable and necessary.

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1 Conclusion

2 Clarambeau admitted his failure to adequately represent his clients. He
3 acknowledged that "there have been problems" with his processes for completing
4 bankruptcies. Clarambeau lacked the software to even complete bankruptcy filings. He
5 did comment that, in certain cases there were other circumstances, outside of his
6 failures, that contributed to a decision not to continue with a specific case.

7 Clarambeau also had issue with completing bankruptcies where he took Spanish
8 speaking clients. Clarambeau took Spanish speaking clients without acquiring the
9 appropriate resources to be able to adequately communicate with them. These actions
10 resulted in inadequate legal advice and delay in filing the necessary forms.

11 When asked about the fees disclosed, Clarambeau stated that he used
12 bankruptcy petition preparers, often found on "craigslist," and that some of the fees
13 disclosed were often not received. In other words, some disclosed fees were listed as
14 received in anticipation of receipt of such funds. Clarambeau clarified that some of the
15 fees were listed in anticipation of expected fees or as a result of miscommunication with
16 the bankruptcy petition preparer who he had filling out the forms for him. Although
17 Clarambeau believed he earned part of his fees, he did not believe he earned all the
18 fees given the legal services actually performed.

19 Clarambeau recognized that his failure to complete the above cases is attributed
20 to his "dropping the ball," and his errors are not attributable to the debtors. Whether his
21 failing to file certain documents is ultimately a problem with third party financial
22 management certificate companies, or Clarambeau's lack of appropriate software or
23 working electronics, the failure to monitor these cases and zealously advocate for his
24 clients with an intent to complete the bankruptcy process is a failure directly attributed to
25 Clarambeau's lack of competency to practice bankruptcy. Clarambeau's suspension of
26 practice by the California State Bar is about to go into effect. Those findings
27 demonstrate a continued pattern of inadequate representation by clients facing
28 foreclosure.

The Court finds that disgorgement of \$6,000.00 – the total fees disclosed by
Clarambeau – is appropriate. The Court also finds that it is appropriate to bar
Clarambeau from practicing before it for six (6) months, and to refer him to the
California State Bar and Bankruptcy Disciplinary Panel for the Central District of
California. These sanctions address the cases before this Court. The Disciplinary
Panel may want to consider a longer suspension or required education based on the
findings of the California State Bar, and the other cases. An order will follow.

###

SEP 4 2012

Maureen Tighe

EXHIBIT A

	Case No.	Ch.	Party Info	Judge	Dates	Fee	Office	Other Info
1	2:10-bk-56203-PC	7	Debtor: Robert Hertenstein Joint Debtor: Gabriela Hertenstein represented by Adlore V Clarambeau Real Estate Law Center	Carroll	Date filed: 10/27/2010 Date terminated: 12/17/2010 Debtor dismissed: 11/17/2010 Joint debtor dismissed: 11/17/2010	Paid \$1700	Los Angeles	Dismissed for Failure to File Information
2	6:10-bk-50267-CB	7	Debtor: Violeta Cortez represented by Adlore V Clarambeau Real Estate Law Center	Bauer	Filed: 12/15/2010 Entered: 12/15/2010 Dismissed: 01/07/2011 Closed: 04/01/2011	Paid \$1799	Riverside	Dismissed for Failure to File Information- Failure to File Initial Petition Documents
3	6:10-bk-51615-DS	7	Debtor: Sergio Manuel Arteaga represented by Adlore V Clarambeau Real Estate Law Center	Saltzman	Filed: 12/29/2010 Entered: 12/29/2010 Db dismissed: 01/19/2011 Jdb dismissed: 01/19/2011 Closed: 04/25/2011	Paid \$0	Riverside	Dismissed for Failure to File Information- Failure to File Initial Petition Documents
4	6:10-bk-51646-DS	7	Debtor: Conrado and Maria Ramirez represented by Adlore V Clarambeau Real Estate Law Center	Saltzman	Filed: 12/29/2010 Entered: 12/29/2010 Db dismissed: 01/19/2011 Jdb dismissed: 01/19/2011 Closed: 04/22/2011	Paid \$1799	Riverside	Dismissed for Failure to File Information- Failure to File Initial Petition Documents
5	6:11-bk-10599-DS	7	Debtor: Jesus R Valdez represented by Adlore V Clarambeau Real Estate Law Center	Saltzman	Filed: 01/07/2011 Entered: 01/07/2011 Db dismissed: 01/27/2011 Jdb dismissed: 01/27/2011 Closed: 07/25/2011	Paid \$1500	Riverside	Dismissed for Failure to File Information- Failure to File Initial Petition Documents

Case No.	Ch.	Party Info	Judge	Dates	Fee	Office	Other Info
6	6:11-bk-12808-MJ	Debtor: Sergio Manuel Arteaga represented by Adlore V Clarambeau Real Estate Law	Jury	Filed: 01/27/2011 Entered: 01/27/2011 Closed: 07/18/2011	Paid \$1799	Riverside	Discharge Withheld for Failure to Submit Certain Instructional Course for Personal Financial Mgmt
7	6:11-bk-13369-CB	Debtor: Rose F Valdez represented by Adlore V Clarambeau Real Estate Law	Bauer	Filed: 02/01/2011 Entered: 02/01/2011 Db dismissed: 02/22/2011 Jdb dismissed: 02/22/2011 Closed: 05/03/2011	Paid \$1500	Riverside	Dismissed for Failure to File Information- Failure to File Initial Petition Documents
8	6:11-bk-13384-SC	Debtor: Violeta Cortez represented by Adlore V Clarambeau Real Estate Law	Clarkson	Filed: 02/01/2011 Entered: 02/01/2011 Dismissed: 02/22/2011 Closed: 05/19/2011	Paid \$1799	Riverside	Dismissed for Failure to File Information- Failure to File Initial Petition Documents
9	6:11-bk-13391-SC	Debtor: Conrado Ramirez represented by Adlore V Clarambeau Real Estate Law	Clarkson	Filed: 02/01/2011 Entered: 02/01/2011 Dismissed: 02/22/2011 Closed: 05/19/2011	Paid \$1799	Riverside	Dismissed for Failure to File Information- Failure to File Initial Petition Documents
10	1:11-bk-11986-MT	Debtor: Tracy L Foreman represented by Adlore V Clarambeau Real Estate Law	Tighe	Filed: 02/16/2011 Entered: 02/16/2011 Converted: 03/01/2011 Dismissed: 07/15/2011 Closed: 05/31/2012	Paid \$2500	San Fernando Valley	Discharge Withheld for Failure to Submit Certain Instructional Course for Personal Financial Mgmt
11	6:11-bk-18326-WJ	Debtor: Jesus Raul Valdez represented by Adlore V Clarambeau Real Estate Law	Johnson	Filed: 03/15/2011 Entered: 03/15/2011 Db dismissed: 04/04/2011 Jdb dismissed: 04/04/2011 Closed: 05/12/2011	Paid \$1400	Riverside	Dismissed for Failure to File Information- Failure to File Initial Petition Documents

Case No.	Ch.	Party Info	Judge	Dates	Fee	Office	Other Info
12 1:11-bk-18159-MT	7 Pre v: 11	Debtor: Royal S Leonard represented by Adlore V Clarambeau Real Estate Law	Tighe	Filed: 07/05/2011 Entered: 07/05/2011 Converted: 09/07/2011 Dismissed: 10/05/2011 Closed: 11/15/2011	Unknown	San Fernando Valley	Dismissed for Failure to File Information- Failure to File Initial Petition Documents
13 2:11-bk-43069-RK	7 Pre v: 13	Debtor: Benigno Gamez represented by Adlore V Clarambeau Real Estate Law	Kwan	Filed: 08/03/2011 Entered: 08/03/2011 Converted: 09/08/2011 Closed: 02/28/2012	Unknown	Los Angeles	Discharge Withheld for Failure to Submit Cert for Instructional Course for Personal Financial Mgmt
14 2:11-bk-45110-EC	7	Debtor: Jose Gutierrez represented by Adlore V Clarambeau Real Estate Law	Carroll	Filed: 08/17/2011 Entered: 08/17/2011 Closed: 01/17/2012	Paid \$2500	Los Angeles	Discharge Withheld for Failure to Submit Cert for Instructional Course for Personal Financial Mgmt
15 2:11-bk-48251-BB	7 Pre v: 13	Debtor: Elisa Q Garcia represented by Adlore V Clarambeau Real Estate Law	Bluebond	Filed: 09/08/2011 Entered: 09/08/2011 Converted: 10/12/2011 Closed: 02/28/2012	Paid \$2500	Los Angeles	Discharge Withheld for Failure to Submit Cert for Instructional Course for Personal Financial Mgmt
16 2:11-bk-48860-SK	13	Debtor: Rito Calederon represented by Adlore V Clarambeau Real Estate Law	Klein	Filed: 09/13/2011 Entered: 09/13/2011 Dismissed: 09/22/2011 Closed: 02/17/2012	Unknown	Los Angeles	Dismissed for Failure to File Information- Failure to File Initial Petition Documents
17 6:11-bk-39043-MH	7	Debtor: Manuel de La Rosa Hernandez represented by Adlore V Clarambeau Real Estate Law	Houle	Filed: 09/13/2011 Entered: 09/13/2011 Dismissed: 10/04/2011	Paid \$2500	Riverside	Dismissed for Failure to File Information- Failure to File Initial Petition Documents
18 2:11-bk-51580-RK	7	Debtor: Maria D. Tinson-Marshall represented by Adlore V Clarambeau Real Estate Law	Kwan	Filed: 10/03/2011 Entered: 10/03/2011 Closed: 05/10/2012	Paid \$2500	Los Angeles	Discharge Withheld for Failure to Submit Cert for Instructional Course for Personal Financial Mgmt

Case No.	Ch.	Party Info	Judge	Dates	Fee	Office	Other Info
19	1:11-bk-22272-MT	Debtor: Maria F. Duke represented by Adlore V Clarambeau Real Estate Law	Tighe	Filed: 10/19/2011 Entered: 10/19/2011 Dismissed: 11/07/2011 Closed: 11/22/2011	Unknown	San Fernando Valley	Dismissed for Failure to File Information- Failure to File Initial Petition Documents
20	1:11-bk-23395-MT	Debtor: Maria F. Duke represented by Adlore V Clarambeau Real Estate Law	Tighe	Filed: 11/18/2011 Entered: 11/18/2011 Dismissed: 12/01/2011 Closed: 12/28/2011	Unknown	San Fernando Valley	Dismissed for Failure to File Information- Failure to File Initial Petition Documents
21	2:11-bk-60085-PC	Debtor: Maria E. Quintana represented by Adlore V Clarambeau Real Estate Law	Carroll	Filed: 12/08/2011 Entered: 12/08/2011 Dismissed: 01/10/2012 Closed: 02/27/2012	Unknown	Los Angeles	Dismissed for Failure to File Information- Failure to File Initial Petition Documents
22	1:12-bk-10053-VK	Debtor: Maria F. Duke represented by Adlore V Clarambeau Real Estate Law	Kaufman	Filed: 01/03/2012 Entered: 01/03/2012 Dismissed: 02/01/2012 Closed: 02/24/2012	Unknown	San Fernando Valley	Dismissed for Failure to File Information- Failure to File Initial Petition Documents
23	2:12-bk-11424-BB	Debtor: Maria E Quintana represented by Adlore V Clarambeau Real Estate Law	Bluebond	Filed: 01/13/2012 Entered: 01/13/2012 Dismissed: 02/06/2012 Closed: 02/27/2012	Unknown	Los Angeles	Dismissed for Failure to File Information- Failure to File Initial Petition Documents
24	2:12-bk-12065-NB	Debtor: Lilia M. Lopez represented by Adlore V Clarambeau Real Estate Law	Bason	Filed: 01/19/2012 Entered: 01/19/2012 Dismissed: 01/24/2012 Closed: 02/16/2012	Unknown	Los Angeles	Dismissed for Failure to File Information- Failure to File Initial Petition Documents
25	1:12-bk-10815-VK	Debtor: Mariano Quiambao represented by Adlore V Clarambeau Real Estate Law	Kaufman	Filed: 01/26/2012 Entered: 01/26/2012 Dismissed: 02/01/2012 Closed: 04/02/2012	Paid \$0	San Fernando Valley	Dismissed for Failure to File Information- Failure to File Initial Petition Documents

Case No.	Ch.	Party Info	Judge	Dates	Fee	Office	Other Info
26	1:12-bk-10945-VK	Debtor: Scott Bailey represented by Adlore V Clarambeau Real Estate Law	Kaufman	Filed: 01/31/2012 Entered: 01/31/2012 Db dismissed: 02/06/2012 Jdb dismissed: 02/06/2012 Closed: 03/26/2012	Unknown	San Fernando Valley	Dismissed for Failure to File Information- Failure to File Initial Petition Documents
27	2:12-bk-15114-WB	Debtor: John Verduco represented by Adlore V Clarambeau Real Estate Law	Brand	Filed: 02/13/2012 Entered: 02/13/2012 Dismissed: 03/05/2012 Closed: 03/15/2012	Unknown	Los Angeles	Dismissed for Failure to File Information- Failure to File Initial Petition Documents
28	6:12-bk-14750-SC	Debtor: Jose M. Carpio represented by Adlore V Clarambeau Real Estate Law	Clarkson	Filed: 02/27/2012 Entered: 02/27/2012 Dismissed: 03/05/2012 Closed: 03/23/2012	Unknown	Riverside	Dismissed for Failure to File Information- Failure to File Initial Petition Documents
29	2:12-bk-17530-WB	Debtor: Ernesto Thomas represented by Adlore V Clarambeau Real Estate Law	Brand	Filed: 03/01/2012 Entered: 03/01/2012 Dismissed: 03/06/2012 Closed: 04/03/2012	Paid \$4000	Los Angeles	Dismissed for Failure to File Information
30	2:12-bk-18654-NB	Debtor: Rubem Vielmas represented by Adlore V Clarambeau Real Estate Law	Bason	Filed: 03/12/2012 Entered: 03/12/2012 Dismissed: 04/02/2012 Closed: 05/02/2012	Unknown	Los Angeles	Dismissed for Failure to File Information- Failure to File Initial Petition Documents
31	2:12-bk-22931-NB	Debtor: John Verduco represented by Adlore V Clarambeau Real Estate Law	Bason	Filed: 04/11/2012 Entered: 04/11/2012 Dismissed: 04/17/2012 Closed: 06/06/2012	Unknown	Los Angeles	Dismissed for Failure to File Information- Failure to File Initial Petition Documents
32	2:12-bk-23483-WB	Debtor: Ruben Vielmas represented by Adlore V Clarambeau Real Estate Law	Brand	Filed: 04/16/2012 Entered: 04/16/2012 Dismissed: 05/03/2012 Closed: 06/05/2012	Unknown	Los Angeles	Dismissed for Failure to File Information- Failure to File Initial Petition Documents

Case No.	Ch.	Party Info	Judge	Dates	Fee	Office	Other Info
33 8:12-bk-15146-TA	7	Debtor: Niko Black represented by Adlore V Clarambeau Real Estate Law	Albert	Filed: 04/24/2012 Entered: 04/24/2012 Dismissed: 04/30/2012 Closed: 05/25/2012	Unknown	Santa Ana	Dismissed for Failure to File Information- Failure to File Initial Petition Documents
34 8:12-bk-16302-MW	13	Debtor: Geraldine Heard-Rodriguez represented by Adlore V Clarambeau Real Estate Law	Wallace	Filed: 05/19/2012 Entered: 05/19/2012 Dismissed: 05/30/2012	Unknown	Santa Ana	Dismissed for Failure to File Information- Failure to File Initial Petition Documents
35 2:12-bk-32601-TD	7	Debtor: Anthony J Buccoeri, Sr. represented by Adlore V Clarambeau Real Estate Law	Donovan	Filed: 06/29/2012 Entered: 06/29/2012 Dismissed: 07/09/2012	Unknown	Los Angeles	Dismissed for Failure to File Information- Failure to File Initial Petition Documents

EXHIBIT B

State Bar Court of California Hearing Department Los Angeles ACTUAL SUSPENSION			PUBLIC MATTER
Counsel For The State Bar Ross E. Viselman Deputy Trial Counsel 1149 South Hill Street Los Angeles, California 90015 (213) 765-1295 Bar # 204979	Case Number(s): Filed matters: 09-O-16588 10-O-02452 10-O-02466 10-O-02469 10-O-04902 10-O-04927 10-O-04931 10-O-04932 10-O-05548 10-O-05676 10-O-09139 10-O-09795 10-O-09797 Unfiled matters: 10-O-04920 11-O-11972 11-O-14556	For Court use only <div style="font-size: 2em; font-weight: bold; margin: 10px 0;">FILED</div> <div style="margin: 10px 0;"> JAN 30 2012 STATE BAR COURT CLERK'S OFFICE SAN FRANCISCO </div>	
Counsel For Respondent Scott J. Drexel 1325 Howard Avenue, # 151 Burlingame, California 94010 (650) 918-8328 Bar # 65670	Submitted to: Settlement Judge STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING ACTUAL SUSPENSION <input type="checkbox"/> PREVIOUS STIPULATION REJECTED		
In the Matter of: Adlore V. Clarambeau Bar # 174540 A Member of the State Bar of California (Respondent)			

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

A. Parties' Acknowledgments:

- (1) Respondent is a member of the State Bar of California, admitted December 12, 1994.
- (2) The parties agree to be bound by the factual stipulations contained herein even if conclusions of law or disposition are rejected or changed by the Supreme Court.

(Effective January 1, 2011)



- (3) All investigations or proceedings listed by case number in the caption of this stipulation are entirely resolved by this stipulation and are deemed consolidated. Dismissed charge(s)/count(s) are listed under "Dismissals." The stipulation consists of 24 pages, not including the order.
- (4) A statement of acts or omissions acknowledged by Respondent as cause or causes for discipline is included under "Facts."
- (5) Conclusions of law, drawn from and specifically referring to the facts are also included under "Conclusions of Law".
- (6) The parties must include supporting authority for the recommended level of discipline under the heading "Supporting Authority."
- (7) No more than 30 days prior to the filing of this stipulation, Respondent has been advised in writing of any pending investigation/proceeding not resolved by this stipulation, except for criminal investigations.
- (8) Payment of Disciplinary Costs—Respondent acknowledges the provisions of Bus. & Prof. Code §§6086.10 & 6140.7. (Check one option only):
 - Until costs are paid in full, Respondent will remain actually suspended from the practice of law unless relief is obtained per rule 5.130, Rules of Procedure.
 - Costs are to be paid in equal amounts prior to February 1 for the following membership years: Three (3) billing cycles immediately following the effective date of the Supreme Court order in this matter. (Hardship, special circumstances or other good cause per rule 5.132, Rules of Procedure.) If Respondent fails to pay any installment as described above, or as may be modified by the State Bar Court, the remaining balance is due and payable immediately.
 - Costs are waived in part as set forth in a separate attachment entitled "Partial Waiver of Costs".
 - Costs are entirely waived.

B. Aggravating Circumstances [for definition, see Standards for Attorney Sanctions for Professional Misconduct, standard 1.2(b)]. Facts supporting aggravating circumstances are required.

- (1) Prior record of discipline [see standard 1.2(f)]
 - (a) State Bar Court case # of prior case
 - (b) Date prior discipline effective
 - (c) Rules of Professional Conduct/ State Bar Act violations:
 - (d) Degree of prior discipline
 - (e) If Respondent has two or more incidents of prior discipline, use space provided below.
- (2) **Dishonesty:** Respondent's misconduct was surrounded by or followed by bad faith, dishonesty, concealment, overreaching or other violations of the State Bar Act or Rules of Professional Conduct.
- (3) **Trust Violation:** Trust funds or property were involved and Respondent refused or was unable to account to the client or person who was the object of the misconduct for improper conduct toward said funds or property.

(Effective January 1, 2011)

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

Additional aggravating circumstances:

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

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

(Effective January 1, 2011)

- (11) **Good Character:** Respondent's good character is attested to by a wide range of references in the legal and general communities who are aware of the full extent of his/her misconduct.
- (12) **Rehabilitation:** Considerable time has passed since the acts of professional misconduct occurred followed by convincing proof of subsequent rehabilitation.
- (13) **No mitigating circumstances** are involved.

Additional mitigating circumstances:

Respondent has no record of prior discipline since being admitted to the practice of law in California in December 1994.

Respondent cooperated with the State Bar by entering into this stipulation.

Respondent explains that he had an honest, but mistaken, belief that he was entitled to represent clients outside of the State of California on loan modification matters.

Respondent explains that he had an honest, but mistaken, belief that the State Bar rules permitted the payment of a modest referral fee.

D. Discipline:

- (1) **Stayed Suspension:**

(a) Respondent must be suspended from the practice of law for a period of Two (2) years.

i. and until Respondent shows proof satisfactory to the State Bar Court of rehabilitation and present fitness to practice and present learning and ability in the law pursuant to standard 1.4(c)(ii) Standards for Attorney Sanctions for Professional Misconduct.

ii. and until Respondent pays restitution as set forth in the Financial Conditions form attached to this stipulation.

iii. and until Respondent does the following:

(b) The above-referenced suspension is stayed.

- (2) **Probation:**

Respondent must be placed on probation for a period of Two (2) years, which will commence upon the effective date of the Supreme Court order in this matter. (See rule 9.18, California Rules of Court)

- (3) **Actual Suspension:**

(a) Respondent must be actually suspended from the practice of law in the State of California for a period of One hundred twenty (120) days.

i. and until Respondent shows proof satisfactory to the State Bar Court of rehabilitation and present fitness to practice and present learning and ability in the law pursuant to standard 1.4(c)(ii), Standards for Attorney Sanctions for Professional Misconduct

- ii. and until Respondent pays restitution as set forth in the Financial Conditions form attached to this stipulation.
- iii. and until Respondent does the following:

E. Additional Conditions of Probation:

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

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

- (6) Respondent must be assigned a probation monitor. Respondent must promptly review the terms and conditions of probation with the probation monitor to establish a manner and schedule of compliance. During the period of probation, Respondent must furnish to the monitor such reports as may be requested, in addition to the quarterly reports required to be submitted to the Office of Probation. Respondent must cooperate fully with the probation monitor.
- (7) Subject to assertion of applicable privileges, Respondent must answer fully, promptly and truthfully any inquiries of the Office of Probation and any probation monitor assigned under these conditions which are directed to Respondent personally or in writing relating to whether Respondent is complying or has complied with the probation conditions.
- (8) Within one (1) year of the effective date of the discipline herein, Respondent must provide to the Office of Probation satisfactory proof of attendance at a session of the Ethics School, and passage of the test given at the end of that session.
 - No Ethics School recommended. Reason:
- (9) Respondent must comply with all conditions of probation imposed in the underlying criminal matter and must so declare under penalty of perjury in conjunction with any quarterly report to be filed with the Office of Probation.

(Effective January 1, 2011)

(10) The following conditions are attached hereto and incorporated:

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

F. Other Conditions Negotiated by the Parties:

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

(Do not write above this line.)

In the Matter of: Adlore V. Clarambeau No. 174540	Case Number(s): Filed matters: 09-O-16588 10-O-02452 10-O-02466 10-O-02469 10-O-04902 10-O-04927 10-O-04931 10-O-04932 10-O-05548 10-O-05676 10-O-09139 10-O-09795 10-O-09797 Unfiled matters: 10-O-04920 11-O-11972 11-O-14556
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Financial Conditions

a. Restitution

- Respondent must pay restitution (including the principal amount, plus interest of 10% per annum) to the payee(s) listed below. If the Client Security Fund ("CSF") has reimbursed one or more of the payee(s) for all or any portion of the principal amount(s) listed below, Respondent must also pay restitution to CSF in the amount(s) paid, plus applicable interest and costs.

Payee	Principal Amount	Interest Accrues From
See Attachment on page 10		

- Respondent must pay above-referenced restitution and provide satisfactory proof of payment to the Office of Probation not later than December 6, 2013.

b. Installment Restitution Payments

- Respondent must pay the above-referenced restitution on the payment schedule set forth below. Respondent must provide satisfactory proof of payment to the Office of Probation with each quarterly probation report, or as otherwise directed by the Office of Probation. No later than 30 days prior to the expiration of the period of probation (or period of reprobation), Respondent must make any necessary final payment(s) in order to complete the payment of restitution, including interest, in full.

(Effective January 1, 2011)

(Do not write above this line.)

Payee/CSF (as applicable)	Minimum Payment Amount	Payment Frequency
See Attachment on page 10		

- If Respondent fails to pay any installment as described above, or as may be modified by the State Bar Court, the remaining balance is due and payable immediately.

c. Client Funds Certificate

1. If Respondent possesses client funds at any time during the period covered by a required quarterly report, Respondent must file with each required report a certificate from Respondent and/or a certified public accountant or other financial professional approved by the Office of Probation, certifying that:
- a. Respondent has maintained a bank account in a bank authorized to do business in the State of California, at a branch located within the State of California, and that such account is designated as a "Trust Account" or "Clients' Funds Account";

b. Respondent has kept and maintained the following:

- i. A written ledger for each client on whose behalf funds are held that sets forth:
 1. the name of such client;
 2. the date, amount and source of all funds received on behalf of such client;
 3. the date, amount, payee and purpose of each disbursement made on behalf of such client; and,
 4. the current balance for such client.
- ii. a written journal for each client trust fund account that sets forth:
 1. the name of such account;
 2. the date, amount and client affected by each debit and credit; and,
 3. the current balance in such account.
- iii. all bank statements and cancelled checks for each client trust account; and,
- iv. each monthly reconciliation (balancing) of (i), (ii), and (iii), above, and if there are any differences between the monthly total balances reflected in (i), (ii), and (iii), above, the reasons for the differences.

c. Respondent has maintained a written journal of securities or other properties held for clients that specifies:

- i. each item of security and property held;
- ii. the person on whose behalf the security or property is held;
- iii. the date of receipt of the security or property;
- iv. the date of distribution of the security or property; and,
- v. the person to whom the security or property was distributed.

2. If Respondent does not possess any client funds, property or securities during the entire period covered by a report, Respondent must so state under penalty of perjury in the report filed with the Office of Probation for that reporting period. In this circumstance, Respondent need not file the accountant's certificate described above.

3. The requirements of this condition are in addition to those set forth in rule 4-100, Rules of Professional Conduct.

d. Client Trust Accounting School

- Within one (1) year of the effective date of the discipline herein, Respondent must supply to the Office of Probation satisfactory proof of attendance at a session of the Ethics School Client Trust Accounting School, within the same period of time, and passage of the test given at the end of that session.

Attachment to Financial Conditions

Payee	Principal amount	Interest accrues from	Minimum quarterly payment amount	Payment frequency
Roy Reyes	\$2,950	May 1, 2009	\$250.00	Quarterly
Laurie Ferrell	\$2,850	April 1, 2009	\$250.00	Quarterly
Keith LeeKwai	\$2,950	September 1, 2009	\$250.00	Quarterly
Monica Parga	\$2,950	October 1, 2009	\$250.00	Quarterly
Purnima Prasad	\$2,200	February 1, 2009	\$250.00	Quarterly
Tiffany Campbell	\$3,700	August 1, 2009	\$250.00	Quarterly
Rafiq Waziri	\$2,950	September 1, 2009	\$250.00	Quarterly
Indira Hodzic	\$1,500	August 1, 2009	\$250.00	Quarterly
Dr. Hung Vu	\$2,950	August 1, 2009	\$250.00	Quarterly
Mark Erkers	\$2,950	April 1, 2009	\$250.00	Quarterly
Mary Villasin	\$2,950	April 1, 2009	\$250.00	Quarterly
Jeremy Clark	\$2,950	October 1, 2009	\$250.00	Quarterly
Conrado Ramirez	\$1,400	October 1, 2010	\$250.00	Quarterly

(Do not write above this line.)

<p>In the Matter of: Adlore V. Clarambeau No. 174540</p>	<p>Case Number(s):</p> <p>Filed matters:</p> <p>09-O-16588 10-O-02452 10-O-02466 10-O-02469 10-O-04902 10-O-04927 10-O-04931 10-O-04932 10-O-05548 10-O-05676 10-O-09139 10-O-09795 10-O-09797</p> <p>Unfiled matters:</p> <p>10-O-04920 11-O-11972 11-O-14556</p>
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Nolo Contendere Plea Stipulations to Facts, Conclusions of Law, and Disposition

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

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

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

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

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

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

(1) . . . (1)

(5) a statement that the member either:

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

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

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

12/27/11
Date


Respondent's Signature

Adore Clarambeau
Print Name

ATTACHMENT TO

STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION

IN THE MATTER OF: Adlore V. Clarambeau

CASE NUMBERS: Filed Matters:
09-O-16588
10-O-02452
10-O-02466
10-O-02469
10-O-04902
10-O-04927
10-O-04931
10-O-04932
10-O-05548
10-O-05676
10-O-09139
10-O-09795
10-O-09797

Unfiled Matters:
10-O-04920
11-O-11972
11-O-14556

I. FACTS AND CONCLUSIONS OF LAW

Respondent pleads nolo contendere to the following facts and violations. Respondent completely understands that the plea for nolo contendere shall be considered the same as an admission of the stipulated facts and of his culpability of the statutes and/or Rules of Professional Conduct specified herein.

Case No. 10-O-02452 (Complainant: Roy Reyes)

FACTS:

1. At no time was Respondent licensed to practice law in the state of Hawaii or otherwise authorized to practice law in that state.
2. Roy Reyes is a resident of the State of Hawaii.
3. In marketing materials sent to Hawaii residents, including Roy Reyes, Respondent offered loan modification services that recipients of the marketing materials could reasonably interpret to state that Respondent was authorized to practice law in that State. On April 9, 2009, Respondent accepted the representation of Reyes to negotiate and obtain for him a home mortgage loan modification for Reyes's residence in Hawaii.
4. Reyes entered into an agreement with Respondent entitled "Attorney-Client Fee Agreement" to "provide legal services in the following matter: mortgage modification services, and litigation in connection therewith if necessary."

5. The real property for which Respondent agreed to negotiate and seek a mortgage modification on behalf of Reyes was located in the State of Hawaii.

6. In July 2009, Reyes paid Respondent a fee of \$2,950 for the services specified in the Attorney-Client Fee Agreement.

7. Respondent has not returned any portion of the fee to Reyes.

CONCLUSIONS OF LAW:

8. By sending marketing materials that could be reasonably interpreted to state that Respondent was authorized to practice law in Hawaii (and thereby holding himself out as entitled to practice law in Hawaii when he was not entitled to do so), and accepting Reyes as a client, Respondent practiced law in a jurisdiction where to do so violated the regulations of the profession in that jurisdiction, in willful violation of Rules of Professional Conduct, rule 1-300B.

9. By entering into an agreement for, charging, and collecting fees from Reyes, when he was not licensed to practice law in Hawaii, Respondent entered into an agreement for, charged, and collected an illegal fee from Reyes, in willful violation of Rules of Professional Conduct, rule 4-200A.

Case No. 10-O-02466 (Complainant: Laurie Ferrell)

FACTS:

10. At no time was Respondent licensed to practice law in the state of Arizona or otherwise authorized to practice law in that state.

11. Laurie Ferrell is a resident of the State of Arizona.

12. In marketing materials sent to Arizona residents, including Laurie Ferrell, Respondent offered loan modification services that recipients of the marketing materials could reasonably interpret to state that Respondent was authorized to practice law in that State. On March 30, 2009, Respondent accepted representation of Ferrell to negotiate and obtain for her a home mortgage loan modification for Ferrell's residence in Arizona.

13. Ferrell entered into an agreement with Respondent entitled "Attorney-Client Fee Agreement" to "provide legal services in the following matter: mortgage modification services, and litigation in connection therewith if necessary."

14. The real property for which Respondent agreed to negotiate and seek a mortgage modification on behalf of Ferrell was located in the State of Arizona.

15. On April 8, 2009, Ferrell paid Respondent a fee of \$2,850 for the services specified in the Attorney-Client Fee Agreement.

16. Respondent has not returned any portion of the fee to Ferrell.

CONCLUSIONS OF LAW:

17. By sending marketing materials that could be reasonably interpreted to state that Respondent was authorized to practice law in Arizona (and thereby holding himself out as entitled to practice law in Arizona when he was not entitled to do so), and accepting Ferrell as a client, Respondent practiced law in a jurisdiction where to do so violated the regulations of the profession in that jurisdiction, in willful violation of Rules of Professional Conduct, rule 1-300B.

18. By entering into an agreement for, charging, and collecting fees from Ferrell, when he was not licensed to practice law in Arizona, Respondent entered into an agreement for, charged, and collected an illegal fee from Ferrell, in willful violation of Rules of Professional Conduct, rule 4-200A.

Case No. 10-O-02469 (Complainant: Keith LeeKwai)

FACTS:

19. At no time was Respondent licensed to practice law in the state of Hawaii or otherwise authorized to practice law in that state.

20. In April 2009, Keith LeeKwai was a resident of Hawaii.

21. In marketing materials sent to Hawaii residents, including Keith LeeKwai, Respondent offered loan modification services that recipients of the marketing materials could reasonably interpret to state that Respondent was authorized to practice law in that State. On August 13, 2009, Respondent accepted representation of LeeKwai to negotiate and obtain for him a home mortgage loan modification for LeeKwai's residence in Hawaii.

22. LeeKwai entered into an agreement with Respondent entitled "Attorney-Client Fee Agreement" to "provide legal services in the following matter: mortgage modification services, and litigation in connection therewith if necessary."

23. The real property for which Respondent agreed to negotiate and seek a mortgage modification on behalf of LeeKwai was located in the State of Hawaii.

24. In July 2009, LeeKwai paid Respondent a fee of \$2,950 for the services specified in the Attorney-Client Fee Agreement.

25. Respondent has not returned any portion of the fee to LeeKwai.

CONCLUSIONS OF LAW:

26. By sending marketing materials that could be reasonably interpreted to state that Respondent was authorized to practice law in Hawaii (and thereby holding himself out as entitled to practice law in Hawaii when he was not entitled to do so), and accepting LeeKwai as a client, Respondent practiced law in a jurisdiction where to do so violated the regulations of the profession in that jurisdiction, in willful violation of Rules of Professional Conduct, rule 1-300B.

27. By entering into an agreement for, charging, and collecting fees from LeeKwai, when he was not licensed to practice law in Hawaii, Respondent entered into an agreement for, charged, and collected an illegal fee from LeeKwai, in willful violation of Rules of Professional Conduct, rule 4-200A.

Case No. 10-O-04902 (Complainant: Monica Parga)

FACTS:

28. On August 18, 2009, Monica Parga employed Respondent to negotiate and obtain for her a home mortgage loan modification and for Respondent's "litigation [services] in connection therewith."

29. Parga paid Respondent a fee of \$2,950, in four installments which were complete on September 25, 2009. Respondent did not commence any work on her behalf before Respondent received full payment from Parga.

30. On January 5, 2010, Parga's lender sent a letter to Parga informing her that the lender had been unable to contact Respondent to discuss Parga's modification request. Parga called her lender to confirm with her lender Respondent's representation of Parga, and to check on the status of her modification request.

31. On January 14, 2010, Respondent sent Parga a letter informing her that he was withdrawing from representation because she had communicated directly with her lender.

32. At the time Respondent withdrew from Parga's representation, he did not earn the fee that she had paid to Respondent for his services.

33. In a letter to Parga dated January 29, 2010, Respondent solicited referrals from Parga of "anyone who [Parga] may know, with respect to the following areas of law: Family law, Bankruptcy, and Criminal Law," and went on to assert that "we appreciate your referrals and are allowed by State Bar rules to pay a modest referral fee for any such referrals." Respondent's assertion that such a referral fee is legally permissible was incorrect.

CONCLUSIONS OF LAW:

34. By not performing legal services of value to Parga, including, but not limited to, negotiating and obtaining a home mortgage loan modification, Respondent recklessly failed to perform legal services with competence in willful violation of Rules of Professional Conduct, rule 3-110(A).

35. By not refunding any portion of Parga's fee, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned in willful violation of Rules of Professional Conduct, rule 3-700(D)(2).

36. By asserting to Parga, in his letter to dated January 29, 2010, that payment of a referral fee was legally permissible, Respondent promised to provide a thing of value to another person in exchange for that person's recommendation of employment in willful violation of Rules of Professional Conduct, rule 1-320(B).

Case No. 10-O-04920 (Complainant: Purnima Prasad)

FACTS:

37. In September 2008, Purnima Prasad employed Respondent to negotiate and obtain a home mortgage loan modification.

38. Prasad paid Respondent a fee of \$2,200 in two equal installments: one installment of \$1,100 on October 27, 2008 and another on January 8, 2009. A final payment of \$1,000 was to be paid upon completion of Respondent's services.

39. In the months following her employment of Respondent, Prasad submitted to Respondent all of the paperwork that Respondent requested.

40. On September 29, 2009, Prasad called the bank to check on the status of her loan modification. At that time, she learned that the bank had not received the documents that Prasad had sent to Respondent. Thereafter, Prasad sent paperwork to the bank herself and worked with the lender to obtain a loan modification.

41. On January 12, 2010, Respondent sent Prasad a letter terminating his relationship with Prasad and requesting the final payment of \$1,000 because "a resolution of your loan default was obtained."

42. At the time Respondent withdrew from Prasad's representation, Respondent had not provided legal services of any value to Prasad, and did not earn the fee that Prasad had paid to Respondent for his services.

43. Respondent has not returned any portion of the fee to Prasad.

CONCLUSIONS OF LAW:

44. By not performing legal services of value to Prasad, including, but not limited to, negotiating and obtaining a home mortgage loan modification, Respondent recklessly failed to perform legal services with competence in willful violation of Rules of Professional Conduct, rule 3-110(A).

45. By not refunding any portion of Prasad's fee, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned in willful violation of Rules of Professional Conduct, rule 3-700(D)(2).

Case No. 10-O-04927 (Complainant: Terry Campbell)

FACTS:

46. At no time was Respondent licensed to practice law in the state of North Carolina or otherwise authorized to practice law in that state.

47. Terry Campbell is a resident of the State of North Carolina.

48. In marketing materials sent to North Carolina residents, including Terry Campbell, Respondent offered loan modification services that recipients of the marketing materials could reasonably interpret to state that Respondent was authorized to practice law in that State. On July 31, 2009, Respondent accepted the representation of Campbell to negotiate and obtain for him a home mortgage loan modification for Campbell's residence in North Carolina.

49. Campbell entered into an agreement with Respondent entitled "Attorney-Client Fee Agreement" to "provide legal services in the following matter: mortgage modification services, and litigation in connection therewith if necessary."

50. The real property for which Respondent agreed to negotiate and seek a mortgage modification on behalf of Campbell was located in the State of North Carolina.

51. Campbell paid Respondent a fee of \$3,700 in three installments, which were complete on October 20, 2009, for the services specified in the Attorney-Client Fee Agreement.

52. Respondent has not returned any portion of the fee to Campbell.

CONCLUSIONS OF LAW:

53. By sending marketing materials that could be reasonably interpreted to state that Respondent was authorized to practice law in North Carolina (and thereby holding himself out as entitled to practice law in North Carolina when he was not entitled to do so), and accepting Campbell as a client, Respondent practiced law in a jurisdiction where to do so violated the regulations of the profession in that jurisdiction, in willful violation of Rules of Professional Conduct, rule 1-300B.

54. By entering into an agreement for, charging, and collecting fees from Campbell, when he was not licensed to practice law in North Carolina, Respondent entered into an agreement for, charged, and collected an illegal fee from Campbell, in willful violation of Rules of Professional Conduct, rule 4-200A.

Case No. 10-O-04931 (Complainant: Rafiq Waziri)

FACTS:

55. On August 31, 2009, Rafiq Waziri employed Respondent to negotiate and obtain for him a home mortgage loan modification on Waziri's \$955,000 "jumbo" mortgage loan.

56. Waziri paid Respondent a fee of \$2,950 on September 1, 2009.

57. At the time Waziri employed Respondent, Waziri's lender was not offering modifications to any of its borrowers who, like Waziri, had "jumbo" mortgage loans.

58. Waziri's lender repeatedly informed Respondent of its "no modifications for jumbo loans" policy on: September 24, 2009, November 23, 2009, and again on January 15, 2010.

59. Respondent never communicated to Waziri that Waziri's lender had repeatedly informed Respondent of its "no modifications for jumbo loans" policy.

60. On January 28, 2010, Respondent sent Waziri a letter in which he informed Waziri that his "file has been canceled for the following reason: Lender Disqualification."

61. At the time Respondent withdrew from Waziri's representation, Respondent did not earn the fee that Waziri had paid to Respondent for his services.

62. Respondent has not returned any portion of the fee to Waziri.

CONCLUSIONS OF LAW:

63. By not performing legal services of value to Waziri, including, but not limited to, negotiating and obtaining a home mortgage loan modification, Respondent recklessly failed to perform legal services with competence in willful violation of Rules of Professional Conduct, rule 3-110(A).

64. By not refunding any portion of Waziri's fee, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned in willful violation of Rules of Professional Conduct, rule 3-700(D)(2).

Case No. 10-O-04932 (Complainant: Indira Hodzic)

FACTS:

65. At no time was Respondent licensed to practice law in the state of Nevada or otherwise authorized to practice law in that state.

66. Indira Hodzic is a resident of the State of Nevada.

67. In marketing materials sent to Nevada residents, including Indira Hodzic, Respondent offered loan modification services that recipients of the marketing materials could reasonably interpret to state that Respondent was authorized to practice law in that State. On June 19, 2009, Respondent accepted the representation of Hodzic to negotiate and obtain for her a home mortgage loan modification for Hodzic's residence in Nevada.

68. Hodzic entered into an agreement with Respondent entitled "Attorney-Client Fee Agreement" to "provide legal services in the following matter: mortgage modification services, and litigation in connection therewith if necessary."

69. The real property for which Respondent agreed to negotiate and seek a mortgage modification on behalf of Hodzic was located in the State of Nevada.

70. In July 2009, Hodzic paid Respondent a fee of \$1,500 for the services specified in the Attorney-Client Fee Agreement.

71. Respondent has not returned any portion of the fee to Hodzic.

CONCLUSIONS OF LAW:

72. By sending marketing materials that could be reasonably interpreted to state that Respondent was authorized to practice law in Nevada (and thereby holding himself out as entitled to practice law in Nevada when he was not entitled to do so), and accepting Hodzic as a client, Respondent practiced law

in a jurisdiction where to do so violated the regulations of the profession in that jurisdiction, in willful violation of Rules of Professional Conduct, rule 1-300B.

73. By entering into an agreement for, charging, and collecting fees from Hodzic, when he was not licensed to practice law in Nevada, Respondent entered into an agreement for, charged, and collected an illegal fee from Hodzic, in willful violation of Rules of Professional Conduct, rule 4-200A.

Case No. 10-O-05548 (Complainant: Hung Vu)

FACTS:

74. On July 24, 2009, Hung Vu employed Respondent to negotiate and obtain a home mortgage loan modification.

75. In July 2009, Vu paid Respondent a fee of \$2,950 before Respondent commenced any services on behalf of Vu.

76. On January 11, 2010 Vu requested a status update from Respondent on the loan modification negotiations. Respondent told Vu to provide certain documents requested by the lender. Vu promptly did so.

77. That same day, on January 11, 2010, Respondent withdrew from representation of Vu and informed Vu that his "file has been canceled for the following reason: Non-compliance."

78. At the time Respondent withdrew from Vu's representation, Respondent did not earn the fee that Vu had paid to Respondent for his services.

79. Respondent has not returned any portion of the fee to Vu.

80. In a letter to Vu dated March 9, 2010, Respondent solicited referrals from Vu of "anyone who [Vu] may know, with respect to the following areas of law: Family law, Bankruptcy, and Criminal Law," and went on to assert that "we appreciate your referrals and are allowed by State Bar rules to pay a modest referral fee for any such referrals." Respondent's assertion that such a referral fee is legally permissible was incorrect.

CONCLUSIONS OF LAW:

81. By not performing legal services of value to Vu, including, but not limited to, negotiating and obtaining a home mortgage loan modification, Respondent recklessly failed to perform legal services with competence in willful violation of Rules of Professional Conduct, rule 3-110(A).

82. By not refunding any portion of Vu's fee, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned in willful violation of Rules of Professional Conduct, rule 3-700(D)(2).

83. By asserting to Vu, in his letter to dated March 9, 2010, that payment of a referral fee was legally permissible, Respondent promised to provide a thing of value to another person in exchange for that person's recommendation of employment in willful violation of Rules of Professional Conduct, rule 1-320(B).

Case No. 10-O-05676 (Complainant: Mark Erkers)

FACTS:

84. At no time was Respondent licensed to practice law in the state of Washington or otherwise authorized to practice law in that state.

85. Mark Erkers is a resident of the State of Washington.

86. In marketing materials sent to Washington residents, including Mark Erkers, Respondent offered loan modification services that recipients of the marketing materials could reasonably interpret to state that Respondent was authorized to practice law in that State. On March 18, 2009, Respondent accepted the representation of Erkers to negotiate and obtain for him a home mortgage loan modification for Erkers's residence in Washington.

87. Erkers entered into an agreement with Respondent entitled "Attorney-Client Fee Agreement" to "provide legal services in the following matter: mortgage modification services, and litigation in connection therewith if necessary."

88. The real property for which Respondent agreed to negotiate and seek a mortgage modification on behalf of Erkers was located in the State of Washington.

89. In April 2009, Erkers paid Respondent a fee of \$2,950 for the services specified in the Attorney-Client Fee Agreement.

90. Respondent has not returned any portion of the fee to Erkers.

CONCLUSIONS OF LAW:

91. By sending marketing materials that could be reasonably interpreted to state that Respondent was authorized to practice law in Washington (and thereby holding himself out as entitled to practice law in Washington when he was not entitled to do so), and accepting Erkers as a client, Respondent practiced law in a jurisdiction where to do so violated the regulations of the profession in that jurisdiction, in willful violation of Rules of Professional Conduct, rule 1-300B.

92. By entering into an agreement for, charging, and collecting fees from Erkers, when he was not licensed to practice law in Washington, Respondent entered into an agreement for, charged, and collected an illegal fee from Erkers, in willful violation of Rules of Professional Conduct, rule 4-200A.

Case No. 10-O-09139 (Complainant: Mary Villasin)

FACTS:

93. At no time was Respondent licensed to practice law in the state of Washington or otherwise authorized to practice law in that state.

94. Mary Villasin is a resident of the State of Washington.

95. In marketing materials sent to Washington residents, including Mary Villasin, Respondent offered loan modification services that recipients of the marketing materials could reasonably interpret to state that Respondent was authorized to practice law in that State. On March 31, 2009, Respondent accepted the representation of Villasin to negotiate and obtain for her a home mortgage loan modification for Villasin's residence in Washington.

96. Villasin entered into an agreement with Respondent entitled "Attorney-Client Fee Agreement" to "provide legal services in the following matter: mortgage modification services, and litigation in connection therewith if necessary."

97. The real property for which Respondent agreed to negotiate and seek a mortgage modification on behalf of Villasin was located in the State of Washington.

98. On April 6, 2009, Villasin paid Respondent a fee of \$2,950 for the services specified in the Attorney-Client Fee Agreement.

99. Respondent has not returned any portion of the fee to Villasin.

CONCLUSIONS OF LAW:

100. By sending marketing materials that could be reasonably interpreted to state that Respondent was authorized to practice law in Washington (and thereby holding himself out as entitled to practice law in Washington when he was not entitled to do so), and accepting Villasin as a client, Respondent practiced law in a jurisdiction where to do so violated the regulations of the profession in that jurisdiction, in willful violation of Rules of Professional Conduct, rule 1-300B.

101. By entering into an agreement for, charging, and collecting fees from Villasin, when he was not licensed to practice law in Washington, Respondent entered into an agreement for, charged, and collected an illegal fee from Villasin, in willful violation of Rules of Professional Conduct, rule 4-200A.

Case No. 10-O-09797 (Complainant: Jessica Clark)

FACTS:

102. On September 4, 2009, Jessica Clark employed Respondent to negotiate and obtain a home mortgage loan modification.

103. By October 7, 2009 Clark paid Respondent a fee of \$2,950 before Respondent commenced any work on Clark's behalf.

104. In the months following his employment of Respondent, Clark sent Respondent all of the information Respondent requested.

105. On January 11, 2010, Respondent sent Clark a letter informing her that her "file has been canceled for the following reason: Non-compliance" with no elaboration or explanation.

106. At the time Respondent withdrew from Clark's representation, Respondent did not earn the fee that Clark had paid to Respondent for his services.

107. Respondent has not returned any portion of the fee to Clark.

CONCLUSIONS OF LAW:

108. By not performing legal services of value to Clark, including, but not limited to, negotiating and obtaining a home mortgage loan modification, Respondent recklessly failed to perform legal services with competence in willful violation of Rules of Professional Conduct, rule 3-110(A).

109. By not refunding any portion of Clark's fee, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned in willful violation of Rules of Professional Conduct, rule 3-700(D)(2).

Case No. 11-O-11972 (Complainant: Lupe Perez)

FACTS:

110. On August 10, 2009, Lupe Perez employed Respondent to negotiate and obtain a home mortgage loan modification on three separate properties.

111. On August 31, 2009 Perez paid Respondent a fee of \$5,950.

112. On multiple occasions, including November 12 and December 2, 2009, and February 4, 2010, Perez requested a "bill statement itemized" from Respondent.

113. On January 7, 2010, Respondent sent Perez a letter informing him that his "file has been canceled for the following reason: Requested by client."

114. To date, Respondent has not provided Perez with an accounting of Perez's fees.

CONCLUSIONS OF LAW:

115. By not providing an accounting of Perez's fees and costs, Respondent failed to render appropriate accounts to a client regarding all funds coming into Respondent's possession, in willful violation of Rule of Professional Conduct, rule 4-100(B)(3).

Case No. 11-O-14556 (Complainant: Conrado Ramirez)

FACTS:

116. On October 18, 2010, Conrado Ramirez employed Respondent to represent Ramirez on a bankruptcy petition and related matters. Ramirez told Respondent that Respondent was authorized to file a bankruptcy petition on behalf of Ramirez only (and not his wife, Maria Ramirez).

117. On October 18, 2010 Ramirez paid Respondent a fee of \$1,400.

118. On December 29, 2010, Respondent filed a Chapter 7 bankruptcy petition in United States Bankruptcy Court, Central District of California (Riverside), Bankruptcy No. 6:10-bk-51646-DS (the "First Petition") on behalf of both Ramirez and his wife, Maria, contrary to Ramirez's explicit instruction to name Ramirez only (and not his wife).

119. On January 19, 2011, the First Petition was dismissed for, among other things, the failure "to file all the documents required" in accordance with the applicable rules and regulations.

120. On February 1, 2010, Respondent filed a second Chapter 7 bankruptcy petition in United States Bankruptcy Court, Central District of California (Riverside), Bankruptcy No. 6:11-bk-13391-SC (the "Second Petition") on behalf of Ramirez only.

121. On February 22, 2011, the Second Petition was dismissed for, among other things, the failure "to file all the documents required" in accordance with the applicable rules and regulations.

122. On April 12, 2011, Ramirez requested in writing that Respondent "stop" representing him and demanded a "full refund" of fees paid.

123. At the time Ramirez terminated Respondent's representation of him, Respondent had not provided legal services of any value to Ramirez, and did not earn the fee that Ramirez had paid to Respondent for his services.

124. Respondent has not returned any portion of the fee to Ramirez.

CONCLUSIONS OF LAW:

125. By not performing legal services of value to Ramirez, including, but not limited to, failing to file required documents in the course of bankruptcy proceedings, Respondent recklessly failed to perform legal services with competence in willful violation of Rules of Professional Conduct, rule 3-110(A).

126. By not refunding any portion of Ramirez's fee, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned in willful violation of Rules of Professional Conduct, rule 3-700(D)(2).

II. DISMISSALS

The parties respectfully request that the Court, in the interest of justice, dismiss Counts 1, 9, 11, 13, 17, 18, 23, 26, 31, 33 and 34 of the Notice of Disciplinary Charges filed in this matter. Those Counts allege

that Respondent violated rules 3-700(D)(2) and 4-100(B)(3) of the Rules of Professional Conduct, and Business and Profession Code, sections 6068(m), 6106, and 6106.3.

III. WAIVER OF VARIANCE BETWEEN NOTICE OF DISCIPLINARY CHARGES AND STIPULATED FACTS AND CULPABILITY

The parties waive any variance between the Notice of Disciplinary Charges filed in this matter on August 18, 2011 and the facts and/or conclusions of law contained in this stipulation. Additionally, the parties waive the issuance of an amended Notice of Disciplinary Charges. Finally, the parties waive the right to a formal hearing on any charge not included in the pending Notice of Disciplinary Charges.

IV. PENDING PROCEEDINGS

The disclosure date referred to, on page 2, paragraph A(7), was January 13, 2012.

V. AUTHORITIES SUPPORTING DISCIPLINE

Standard 1.3, Title IV, Standards for Attorney Sanctions for Professional Misconduct, provides that the primary purposes of the disciplinary system are: "the protection of the public, the courts and the legal profession; the maintenance of high professional standards by attorneys and the preservation of public confidence in the legal profession."

Standard 2.4(b) holds that a failure to perform in individual client matters, not demonstrating a pattern, shall result in reproof or suspension depending on the extent of the misconduct and the extent of harm to the client.

Standard 2.10 holds that the violation of rule 1-300(B), Rules of Professional Conduct [Unauthorized Practice of Law in Another Jurisdiction], rule 3-700(D)(2) [Failure to Refund Unearned Fees], rule 4-200(A) [Illegal Fee], and section 6106.3 [Violation of California Civil Code section 2944.7(a) and 2944.6(A)] shall result in reproof or suspension, depending on the gravity of the offense or the harm to the victim.

The parties submit that the discipline recommended in the matter, coupled with the recommended probation conditions (including restitution), will protect the public.

VI. COSTS OF DISCIPLINARY PROCEEDINGS

Respondent acknowledges that the Office of the Chief Trial Counsel has informed respondent that as of December 27, 2011, the prosecution costs in this matter are \$ 22,956.00. Respondent further acknowledges that should this stipulation be rejected or should relief from the stipulation be granted, the costs in this matter may increase due to the cost of further proceedings.

(Do not write above this line.)

<p>In the Matter of: Adlore V. Clarambeau No. 174540</p>	<p>Case Number(s):</p> <p>Filed matters: 09-O-16588 10-O-02452 10-O-02466 10-O-02469 10-O-04902 10-O-04927 10-O-04931 10-O-04932 10-O-05548 10-O-05676 10-O-09139 10-O-09795 10-O-09797</p> <p>Unfiled matters: 10-O-04920 11-O-11972 11-O-14556</p>
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ACTUAL SUSPENSION ORDER

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

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

See attached Modifications to Stipulation.


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

(Do not write above this line.)

of the Supreme Court order herein, normally 30 days after file date. (See rule 9.18(a), California Rules of Court.)

Date

1/25/12



Judge of the State Bar Court

RICHARD A. EGAN

ADLORE V. CLARAMBEAU, Bar No. 174540

Case Nos. 09-O-16588 (10-O-02452; 10-O-02466; 10-O-02469;
10-O-04902; 10-O-04927; 10-O-04931; 10-O-04932; 10-O-05548; 10-O-05676; 10-O-
09139; 10-O-09795; 10-O-09797); Inv. #10-O-04920; 11-O-11972; 11-O-14556
(Consolidated)

MODIFICATIONS TO STIPULATION

- 1) Delete the restitution conditions set forth at page 7, item a in their entirety as they are inconsistent with the installment restitution payments set forth at page 7, item b;
- 2) On the chart at page 10, correct the following payees' names: "Tiffany Campbell" to "Terry Campbell"; "Dr. Hung Vu" to "Hung Vu"; "Jeremy Clark" to "Jessica Clark";
- 3) On the chart at page 10, correct the interest accrual dates for the following payees:

Reyes, July 1, 2009
Ferrell, April 8, 2009
LeeKwai, July 2009
Parga, September 25, 2009
Prasad, January 8, 2009
Campbell, October 20, 2009
Hodzic, July 1, 2009
Vu, July 1, 2009
Villasin, April 6, 2009
Clark, October 7, 2009
Ramirez, October 18, 2010




-x-x-x-

(Do not write above this line.)

<p>In the Matter of: Adlore V. Clarambeau No. 174540</p>	<p>Case number(s):</p> <p>Filed matters: 09-O-16588 10-O-02452 10-O-02466 10-O-02469 10-O-04902 10-O-04927 10-O-04931 10-O-04932 10-O-05548 10-O-05676 10-O-09139 10-O-09795 10-O-09797</p> <p>Unfiled matters: 10-O-04920 11-O-11972 11-O-14556</p>
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SIGNATURE OF THE PARTIES

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

12/27/11		Adlore V. Clarambeau
Date	Respondent's Signature	Print Name
12/27/11		Scott J. Drexel
Date	Respondent's Counsel Signature	Print Name
12/28/11		Ross E. Viselman
Date	Deputy Trial Counsel's Signature	Print Name

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

I am a Case Administrator of the State Bar Court of California. I am over the age of eighteen and not a party to the within proceeding. Pursuant to standard court practice, in the City and County of San Francisco, On January 30, 2012, I deposited a true copy of the following document(s):

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

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


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

SCOTT JOHN DREXEL
1325 HOWARD AVE #151
BURLINGAME, CA 94010

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

ROSS VISELMAN, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in San Francisco, California, on January 30, 2012.


Lauretta Cramer
Case Administrator
State Bar Court

NOTICE OF ENTERED ORDER AND SERVICE LIST

Notice is given by the court that a judgment or order entitled **MEMORANDUM OF DECISION** was entered on the date indicated as "Entered" on the first page of this judgment or order and will be served in the manner stated below:

1. SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF) - Pursuant to controlling General Orders and LBRs, the foregoing document was served on the following persons by the court via NEF and hyperlink to the judgment or order. As of September 4, 2012, the following persons are currently on the Electronic Mail Notice List for this bankruptcy case or adversary proceeding to receive NEF transmission at the email addresses stated below.

- Adlore V Clarambeau atty4u2011@gmail.com
- David Seror (TR) kpscion@ebg-law.com, dseror@ecf.epiqsystems.com
- Ramesh Singh claims@recoverycorp.com
- United States Trustee (SV) ustpreion16.wh.ecf@usdoj.gov
- Edward T Weber bknotice@rcolegal.com

2. SERVED BY THE COURT VIA UNITED STATES MAIL: A copy of this notice and a true copy of this judgment or order was sent by United States mail, first class, postage prepaid, to the following persons and/or entities at the addresses indicated below:

Maria F Duke
14352 Lorne Street 6
Panorama City, CA 91402

Adlore V Clarambeau
Real Estate Law Center
739 E. Walnut St., Ste 204
Pasadena, CA 91101

Adlore V Clarambeau
427 E. 17th St., F-259
Costa Mesa, CA 92627

3. TO BE SERVED BY THE LODGING PARTY: Within 72 hours after receipt of a copy of this judgment or order which bears an "Entered" stamp, the party lodging the judgment or order will serve a complete copy bearing an "Entered" stamp by United States mail, overnight mail, facsimile transmission or email and file a proof of service of the entered order on the following persons and/or entities at the addresses, facsimile transmission numbers, and/or email addresses stated below: