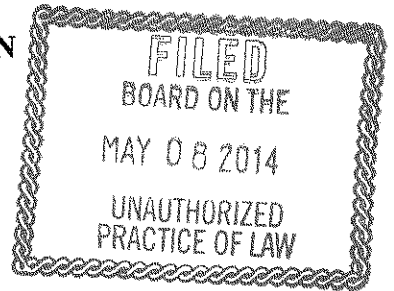


BEFORE THE BOARD OF COMMISSIONERS ON
THE UNAUTHORIZED PRACTICE OF LAW
OF THE SUPREME COURT OF OHIO



In the matter of:

OHIO STATE BAR ASSOCIATION)
Relator,)

CASE NO. UPL 13-07

v.)

SETTLEMENT AGREEMENT

GARY M. ERICKSON, et. al.)
Respondents.)

SETTLEMENT AGREEMENT OF RELATOR AND RESPONDENTS PURSUANT TO RULE
VII SECTION 5b OF THE RULES FOR THE GOVERNMENT OF THE BAR OF OHIO

Relator, the Ohio State Bar Association, filed a Formal Complaint against Respondents, Gary M. Erickson and Erickson Law Group, with the Board of Commissioners on the Unauthorized Practice of Law of the Supreme Court of Ohio ("Board") on November 8, 2013. Respondents filed an Answer to the Complaint on or about December 24, 2013. Relator and Respondents now enter into this Settlement Agreement pursuant to Gov. Bar R. VII §5b.

I. STIPULATED FACTS

Relator and Respondents have stipulated to the following agreed upon facts:

1. Gary M. Erickson is a California-based attorney who does business as a sole practitioner in the Erickson Law Group.
2. Gary M. Erickson was admitted to the practice of law in California by the Supreme Court of California and admitted to practice law in Oregon by the Supreme Court of Oregon. Respondent Gary Erickson is and has been an active member in good standing with the state bars of Oregon and California.

3. Gary M. Erickson currently operates a law office in California, located at 4475 Mission Blvd. Suite 243, San Diego, CA 92109 and has, in the past, operated law offices located at 7676 Hazard Center Drive, Suite 500 San Diego, CA 92108 and 27121 Towne Centre Drive, #240 Foothill Ranch, CA 92610 and 7525 Irvine Center Drive, #200 Irvine, CA 92618.
4. In 2009 Gary M. Erickson received nine Ohio-resident client referrals from Guardian Credit Services, Inc., a business that is no longer operating. Guardian Credit Services, Inc., was shut down by the California State Bar Loan Modification Task Force in December 2009. The California State Bar found no wrongdoing on the part of the Respondents in their investigation of Guardian Credit Services, Inc.
5. In his representation of Ohio residents Gary M. Erickson held himself out as being able to negotiate and settle debts for consumers in Ohio.
6. Gary M. Erickson engaged in the negotiations of debt settlement with creditors of nine residents of Ohio in 2009 and 2010, identified by name in the Complaint.
7. Respondents did not affiliate with any legal counsel that has been admitted to the practice of law in Ohio during his representation of the nine Ohio Residents.
8. The unauthorized practice of law consists of rendering legal services for another person by a person not admitted to practice in Ohio Gov. Bar R. VII(2)(A).
9. The practice of law includes the negotiation and settlement of unsecured consumer debt. *Ohio State Bar Assn. v. Kolodner*, 103 Ohio St.3d 504 (2004).
10. Respondents' obtaining a limited power of attorney from an Ohio resident in order to communicate with creditors, make good faith settlement offers, and settle or resolve debts for Ohio consumers constituted the unauthorized practice of law.

11. Respondents were paid for their services by each of the Ohio residents as set forth in the Complaint, *Cincinnati Bar Assn. v. Telford* (1999), 850 Ohio St. 3d 111.
12. Respondents have made a good faith effort to address and cooperate with the investigation.
13. Respondents agreed not to continue said activities that gave rise to Relator's complaint and did so promptly upon being notified by Relator of the allegations set forth in the Complaint regarding the unauthorized practice of law.
14. Respondents were unaware at the time that their activities constituted the practice of law in Ohio and/or mistakenly believed that Respondent Erickson was authorized to engage in said activities due to his being license to practice law in another state and in part based upon an incorrect interpretation of the Rules of Professional Conduct 5.5 regarding multijurisdictional practice.

II. STIPULATED RESOLUTION

Relator and Respondents have stipulated to the following agreed upon Resolution to this proceeding as set forth in Gov. Bar. R. VII (5b)(C):

1. Respondent Erickson admits that he engaged in the unauthorized practice of law and that the Erickson Law Group facilitated the unauthorized practice of law as set forth in Relator's formal Complaint;
2. The public is protected from future harm and no substantial injury has occurred;
3. Respondents agree to cease and desist from engaging in the unauthorized practice of law in the future;
4. This settlement agreement does not involve any public policy issues or encroach upon the jurisdiction of the Supreme Court to regulate the practice of law; and,

5. This settlement agreement furthers the stated purposes of Gov. Bar R. VII.
6. Respondent Erickson agrees and acknowledges that should he wish to in the future practice in the state of Ohio, that he will do so pursuant to the processes provided in the Supreme Court Rules for the Government of the Bar of Ohio using the applicable process set forth therein dependent upon the circumstances.
7. Respondent, Gary M. Erickson, will not engage in the unauthorized practice of law, which includes, but is not limited to, representing clients in Ohio by advising, counseling, and/or representing any individual or answering any questions regarding legal information or legal process and will strictly limit his activities in the State of Ohio to matters where he has affiliated with local legal counsel, or has obtained appropriate *pro hac vice* status.
8. Respondent, Gary M. Erickson, will not, whether directly or indirectly, engage in the unauthorized practice of law, which includes, but is not limited to, providing legal advice to any person in Ohio, advising any person regarding a person's rights in any matter regarding any legal process or procedure, nor will Gary M. Erickson engage in any legal representation of a client in a proceeding.
9. Respondent, Gary M. Erickson, agrees to notify all clients in Ohio of this Stipulation Agreement.

III. CIVIL PENALTY

Relator does not believe it is appropriate to impose a civil penalty upon Respondents for the following reasons:

1. Respondent Erickson is a licensed attorney in the states of Oregon and California and redress for any harm caused by his activities to Ohio residents is provided

through applicable disciplinary processes and any applicable insurance carried by Respondents in those respective jurisdictions.

2. By entering into these Stipulations and admitting to the above incidents of the unauthorized practice of law by providing legal advice to Ohio residents with want of Ohio counsel, and by agreeing not to engage in this type of practice again, Relator agrees that Gary M. Erickson has cooperated with Relator's prosecution of Relator's investigation and Complaint.
3. By entering into proposed Stipulations and attempting to resolve this matter pre-filing of the Complaint, Respondents made a good faith effort to address and cooperate with the investigation and promptly agreed not to continue said activities.
4. Respondents have agreed to notify all clients in Ohio of this Stipulation Agreement and by so doing have made affirmative steps to address any possible harm caused by their activities.
 - a. Respondents shall notify all Ohio clients by either email or U.S. Mail to the last known address (either email or U.S. Mail) in the possession of Respondent informing the client of the stipulations reached in this proceeding.
 - b. Respondents shall provide either a paper copy of these stipulations to all Ohio clients or alternatively shall provide a URL web address whereby a client may read and download a copy of this agreement at no cost.
 - c. Respondent shall send the email and/or U.S. Mail notification to all of the clients within thirty days of the date of this agreement's approval by the Panel and Board.

- d. Within sixty days of the date of this agreement's approval by the Panel and Board, Respondent shall send to counsel for the Relator an affidavit setting forth the names and addresses of the Ohio clients contacted, the method by which contacted and affirming that the client was sent either an email or U.S. Mail notice of this settlement and a copy of said notice to each client shall be attached to said affidavit.
 - e. In the event that an email address is returned as undeliverable, and Respondent has a U.S. Mail address for the client, Respondent shall send a copy of the notice to the U.S. Mail address. In the event that a U.S. Mail address is returned as undeliverable, and Respondent has an email address for the client, Respondent shall send a copy of the notice to the email address or shall send a copy to any designated address on the U.S. Mail return service. In the event that both the email and U.S. Mail addresses are undeliverable and the U.S. Mail return does not designate an alternative address, Respondent has complied with the notice requirements and no further notice is required.
5. Respondents were unaware at the time that their activities constituted the practice of law in Ohio and/or mistakenly believed that Respondent Erickson was authorized to engage in said activities due to his being license to practice law in another state and an incorrect interpretation of Rules of Professional Conduct 5.5 regarding multijurisdictional practice.
 6. Respondents have admitted the conduct alleged in the Complaint
 7. Respondents have admitted the material allegations of the unauthorized practice of law set forth in the Complaint.
 8. Respondents' conduct did not result from a dishonest motive.

9. Respondents have agreed to pay the costs of this proceeding.

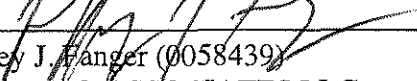
In light of Respondents' cooperation with Relator, their willingness to enter into these stipulations, the above mitigating factors and their commitment not to engage in the unauthorized practice of law in the future, Relator recommends that there be no civil penalty imposed.

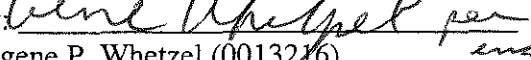
Respondents through a separate concurrent filing, have withdrawn their Motion for Enforcement of the Stipulations and Dismissal of the Complaint filed by Respondents on December 26, 2013.

Upon acceptance of this settlement agreement pursuant to Gov. Bar R. VII §5b by the Panel and the Board, an order dismissing the complaint will be issued by the Board chair or vice-chair in accordance with Gov. Bar R. VII (5b)(D)(1).

Approved & Respectfully Submitted,

ON BEHALF OF RELATOR
THE OHIO STATE BAR ASSOCIATION

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ON BEHALF OF RESPONDENTS
GARY M. ERICKSON AND ERICKSON
LAW GROUP

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Counsel for Gary M. Erickson

By: 
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San Diego, CA 92109

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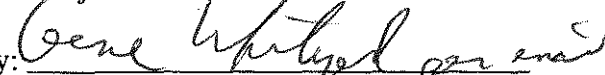
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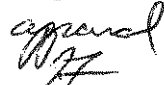
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