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State Bar Court of California
Hearing Department
Los Angeles

~~CONFIDENTIAL~~

PROGRAM FOR RESPONDENTS WITH SUBSTANCE ABUSE OR MENTAL HEALTH ISSUES

Counsel For The State Bar DAVID T. SAUBER Deputy Trial Counsel 1149 S. Hill Street Los Angeles, CA 90015-2299 Tel: (213)765-1252	Case Number (s) 05-O-02211; 06-O-13149	(for Court Use) LODGED JUN 30 2008 STATE BAR COURT CLERK'S OFFICE LOS ANGELES
Bar # 176554 In Pro Per Respondent Matthew P. Todd 904 Silver Spur Road Rolling Hills Estates, CA 90274-3800 Tel: (310)265-0574	PUBLIC MATTER	FILED OCT 19 2010 STATE BAR COURT CLERK'S OFFICE LOS ANGELES
Bar # 133023 In the Matter Of: MATTHEW P. TODD		
Bar # 133023 A Member of the State Bar of California (Respondent)	Submitted to: Program Judge ADDENDUM TO STIPULATION RE FACTS AND CONCLUSIONS OF LAW, REGARDING STATE BAR FILE NOS. 05-O-02211 & 06-O-13149 <input type="checkbox"/> PREVIOUS STIPULATION REJECTED	

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 **January 4, 1988**.
- (2) The parties agree to be bound by the factual stipulations contained herein even if conclusions of law or disposition (to be attached separately) are rejected or changed by the Supreme Court. However, if Respondent is not accepted into the Lawyer Assistance Program, this stipulation will be rejected and will not be binding on the Respondent or the State Bar.
- (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, except for Probation Revocation proceedings. Dismissed charge(s)/count(s) are listed under "Dismissals." The stipulation consists of **12** pages, excluding 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) 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.
- (7) Payment of Disciplinary Costs—Respondent acknowledges the provisions of Bus. & Prof. Code §§6086.10 & 6140.7 and will pay timely any disciplinary costs imposed in this proceeding.

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 **01-O-03426 et al. (S118760)**
- (b) ☒ Date prior discipline effective **December 25, 2003**
- (c) ☒ Rules of Professional Conduct/ State Bar Act violations: **Rule 4-100(A) of the California Rules of Professional Conduct**
- (d) ☒ Degree of prior discipline **30 days actual suspension, 12 months stayed suspension, and 12 months of probation**
- (e) ☒ If Respondent has two or more incidents of prior discipline, use space provided below:

Effective September 12, 1998, in State Bar Court Case Numbers 95-O-11336 and 96-H-03618 (S070818), Respondent was disciplined for violating rules 1-110 and 3-110(A) of the California Rules of Professional Conduct. He was suspended for one year, stayed, on conditions of two years of probation and until restitution is made.

Effective June 4, 1995, in State Bar Court Case Numbers 93-O-12247 and 94-O-13613, Respondent was privately reprimanded for violating rules 3-700(D)(1) and 5-200 of the California Rules of Professional Conduct, and for violating California Business and Professions Code section 6068, subdivisions (d) and (m).

- (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.
- (4) ☒ **Harm:** Respondent's misconduct harmed significantly a client, the public or the administration of justice. **As a result of Respondent's misconduct, Gail Bergman's civil action was dismissed.**
- (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. **Respondent's misconduct evidences multiple acts of wrongdoing in that the objects of Respondent's misconduct were his clients and the superior court.**
- (8) ☐ **No aggravating circumstances** are involved.

Additional aggravating circumstances:

None

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.
- (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:

ATTACHMENT TO
STIPULATION RE FACTS AND CONCLUSIONS OF LAW

IN THE MATTER OF: MATTHEW P. TODD

CASE NUMBER: 05-O-02211; 06-O-13149

FACTS AND CONCLUSIONS OF LAW.

Respondent admits that the following facts are true and that he is culpable of violating the specified statutes and the California Rules of Professional Conduct, which constitute causes for discipline in these matters.

Facts for Case No. 05-O-02211:

1. Respondent Matthew P. Todd (Respondent) was admitted to the practice of law in the State of California on January 4, 1988, was a member at all times pertinent to these charges, and is currently a member of the State Bar of California.
2. On April 17, 2001, Gail Bergman (Bergman) was involved in an automobile accident in Lancaster, California, with Dianna Rimer (Rimer). Bergman's son, Zachary Bergman (Zachary), was a passenger in Bergman's vehicle.
3. On May 15, 2001, Bergman employed Respondent to represent her and Zachary with regards to their claims for personal injury and property damage relating to the April 17, 2001 accident.
4. On November 14, 2001, Bergman sent a letter to Respondent complaining about his failure to perform legal services with regards to the April 17, 2001 accident and his failure to respond to her multiple telephone calls concerning payment for the property damage to her vehicle. In her letter, Bergman asked Respondent to send her a letter terminating his representation by November 28, 2001, if he did not want to represent Bergman and Zachary. Respondent received that November 14, 2001 letter from Bergman.
5. Respondent did not respond to Bergman's November 14, 2001 letter or otherwise communicate with Bergman.
6. On April 16, 2002, Respondent filed a complaint in the Los Angeles Superior Court (hereafter Superior Court or LASC) titled *Gail Bergman and Zachary Bergman v. Dianna Rimer*,

7. On April 16, 2002, the Superior Court served a Notice to Appear at a Status Conference for *Bergman v. Rimer* on August 12, 2002.
8. In June and July 2002, Respondent repeatedly told Bergman that her claim was close to settlement and that Zachary's settlement was imminent. At the time that he made those statements to Bergman, Respondent knew that those statements were false, as no substantive settlement negotiations had taken place with the insurance carrier providing automobile insurance to Rimer (hereafter Allstate Insurance Group or Allstate).
9. On June 3, 2002, Respondent prepared and mailed a letter to Allstate offering to settle the personal injury claims of Bergman and Zachary for \$25,000 and \$8,000, respectively.
10. On June 24, 2002, Allstate prepared and mailed a letter to Respondent declining to settle the personal injury claims of Bergman and Zachary until Respondent provided medical records substantiating their injuries. Respondent received that June 24, 2002 letter from Allstate.
11. Respondent did not respond to Allstate's June 24, 2002 letter or otherwise communicate with Allstate or Bergman.
12. In July 2002, Bergman called Respondent and left messages requesting that he call her and provide a status report regarding the settlement. Respondent received Bergman's messages, but he did not respond to those messages or otherwise communicate with Bergman.
13. In August 2002, Bergman's daughter called Respondent almost everyday and left messages requesting that he call Bergman in Montana and provide a status report regarding the settlement of the April 17, 2001 accident. Respondent received those messages, but he did not respond to them or otherwise communicate with Bergman.
14. On August 6, 2002, Bergman sent a letter to Respondent complaining about his failure to perform regarding the April 17, 2001 accident and her wrongful termination action against Servpro. In her letter, Bergman also complained that Servpro was seeking reimbursement for the two months of health care that it had provided to her that Respondent had authorized. Bergman provided Respondent with her new address and telephone number in Montana. Respondent received that August 6, 2002 letter from Bergman.
15. Respondent did not respond to Bergman's August 6, 2002 letter or otherwise communicate with Bergman.

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16. On August 12, 2002, Respondent appeared for the Status Conference in *Bergman v. Rimer*, which was continued to September 10, 2002, at Respondent's request.
17. On August 13, 2002, Respondent sent a letter to Allstate offering to settle the personal injury claim of Zachary for \$3,000.
18. In late August 2002, Respondent called Bergman and contended that her daughter was harassing him. That was the last conversation between Respondent and Bergman.
19. On August 26, 2002, Allstate sent a letter to Respondent declining to settle the personal injury claims of Bergman and Zachary until Respondent provided medical bills substantiating the injuries allegedly suffered by Bergman and Zachary. Respondent received that August 26, 2002 letter from Allstate.
20. Respondent did not respond to Allstate's August 26, 2002 letter or otherwise communicate with Allstate or Bergman.
21. On September 10, 2002, Respondent telephonically appeared for the Status Conference in *Bergman v. Rimer*. No appearance was made on behalf of Rimer as Respondent had not served the complaint on her or her legal representative. During the Status Conference, Respondent told the Superior Court that the matter had settled, which Respondent knew was a false statement because the matter had not settled. The Superior Court set the matter for an Order to Show Cause re Dismissal (OSC re Dismissal) for October 9, 2002.
22. On September 12, 2002, and October 11, 2002, Allstate sent letters to Respondent requesting medical bills substantiating the personal injuries suffered by Bergman and Zachary. Both letters were returned to Allstate by the United States Postal Service (U.S. Postal Service).
23. On October 9, 2002, Respondent failed to appear for the OSC re Dismissal in *Bergman v. Rimer*. The Superior Court dismissed the matter without prejudice and served notice of the dismissal on Respondent. Respondent received the October 9, 2002 notice of dismissal.
24. Respondent did not respond to the October 9, 2002 notice of dismissal in *Bergman v. Rimer* or otherwise take any action to set aside that dismissal.
25. Respondent did not inform Bergman at any time that *Bergman v. Rimer* had been dismissed.
26. In late October or early November, Respondent settled Zachary's personal injury claim with Allstate for \$2,170.

27. In November 2002, Bergman called Respondent and left messages requesting that he call her and provide a status report on their matters. Respondent received Bergman's messages, but he did not respond to them or otherwise communicate with Bergman.
28. On November 6, 2002, Bergman sent a letter to Respondent requesting that he settle Zachary's case immediately and provide her with a status report on her cases. Bergman provided Respondent with her address and telephone number in Montana. The return receipt requested was signed by someone at Respondent's address, but the letter was ultimately returned to Bergman by the U.S. Postal Service on December 31, 2003.
29. On November 12, 2002, Allstate sent a letter to Respondent confirming their agreement to settle the personal injury claim of Zachary for \$2,170 and requested that Respondent have Bergman sign and return the enclosed "Release of All Claims" (Release). The letter was returned to Allstate by the U.S. Postal Service.
30. On December 10, 2002, January 9, 2003, March 12, 2003, April 11, 2003, May 17, 2003, June 10, 2003, July 16, 2003, August 7, 2003, September 8, 2003, October 9, 2003, and November 5, 2003, Allstate sent letters to Respondent requesting medical bills substantiating the injuries allegedly suffered by Bergman and the return of the signed Release regarding Zachary. The letters were returned to Allstate by the U.S. Postal Service.
31. On March 31, 2003, Bergman sent a letter to Respondent requesting that he provide her with copies of documents from her file by April 9, 2003. The return receipt requested was signed "M P Todd" by someone at Respondent's address on April 21, 2003, but the letter was ultimately returned to Bergman by the U.S. Postal Service.
32. On August 21, 2003, Respondent changed his official State Bar membership record address to P.O. Box 3641 Granda Hills, California, 91394-0641. Respondent did not inform Bergman or Allstate at any time that he had changed his address.
33. On February 9, 2004, Bergman sent a letter to Respondent requesting that he settle her case so that she could pay a creditor. That letter was returned to Bergman by the U.S. Postal Service.

Conclusions of Law for Case No. 05-O-02211:

COUNT ONE: By failing to submit Bergman's medical bills to Allstate, pursue negotiations with Allstate to settle Bergman's personal injury claim, prevent the Superior Court from dismissing *Bergman v. Rimer*, and obtain Bergman's signature on the Release regarding Zachary's claim, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence, in willful violation of rule 3-110(A) of the California Rules of

Professional Conduct.

COUNT TWO: By failing to respond to Bergman's August 6, 2002 letter or any of her telephone messages requesting a status report from June to November 2002, Respondent failed to respond promptly to reasonable status inquiries of a client, in willful violation of California Business and Professions Code section 6068, subdivision (m).

COUNT THREE: By failing to inform that he had settled Zachary's claim for \$2,170, that he had never sent her medical bills to Allstate, that he moved his office on August 21, 2003, and that *Bergman v. Rimer* had been dismissed by the Superior Court, Respondent willfully failed to keep a client reasonably informed of significant developments in a matter in which Respondent had agreed to provide legal services, in willful violation of California Business and Professions Code section 6068, subdivision (m).

COUNT FOUR: By failing to maintain an address at which Allstate and Bergman could contact him and to provide the documents that Allstate requested to settle Bergman and Zachary's claims, Respondent willfully failed to take reasonable steps to avoid reasonably foreseeable prejudice to his client upon termination of employment, in willful violation of rule 3-700(A)(2) of the California Rules of Professional Conduct.

COUNT FIVE: By telling the Superior Court on September 10, 2002, that *Bergman v. Rimer* had been settle when Respondent knew that it had not settled and that Allstate had not even made an offer to settle the matter, Respondent committed an act involving moral turpitude, dishonesty or corruption, in willful violation of California Business and Professions Code section 6106.

COUNT SIX: By telling Bergman in June and July 2002 that *Bergman v. Rimer* was close to settlement when he knew that statement was false, Respondent committed an act involving moral turpitude, dishonesty or corruption, in willful violation of California Business and Professions Code section 6106.

Facts for Case No. 06-O-13149:

1. On or about July 15, 2005, the Office of Certification mailed Respondent a letter in which it advised Respondent that as of July 8, 2005, Respondent was not in compliance with the Mandatory Continuing Legal Education ("MCLE") Rules and Regulations ("the July 2005 letter"). The letter stated that if Respondent failed to comply with the MCLE requirement by September 15, 2005 at 5:00 p.m., Respondent would not be entitled to practice law until such time as adequate proof of compliance was received by the State Bar. The July 2005 letter was placed in a sealed envelope correctly addressed to Respondent at his then current State Bar of California membership address, P.O. Box 3641, Granada Hills, California 91394-0641 ("the

Granada Hills address"). The letter was properly mailed by first class mail, postage prepaid, by depositing for collection by the United States Postal Service in the ordinary course of business.

2. On or about August 5, 2005, the Office of Certification mailed Respondent another letter in which it again advised Respondent that as of July 28, 2005, Respondent was not in compliance with the Mandatory Continuing Legal Education ("MCLE") Rules and Regulations ("the August 2005 letter"). The letter stated that if Respondent failed to comply with the MCLE requirement by September 15, 2005, at 5:00 p.m., Respondent would not be entitled to practice law until such time as adequate proof of compliance was received by the State Bar. The August 2005 letter was placed in a sealed envelope correctly addressed to Respondent at the Granada Hills address. The letter was properly mailed by first class mail, postage prepaid, by depositing for collection by the United States Postal Service in the ordinary course of business.

3. On or about August 15, 2005, the United States Postal Services returned the July 2005 letter and the August 2005 letter as undeliverable with notations on the envelopes that stated "Return to Sender. Box closed. No order."

4. On or about September 12, 2005, Respondent updated his official membership records address with Membership Records. As of that date, Respondent's membership records address was 904 Silver Spur Road, Rolling Hills Estates, California 90274-3800 ("Rolling Hills address").

5. Respondent did not comply with his MCLE requirements by September 15, 2005. Therefore, effective September 16, 2005, Respondent was enrolled on Not Entitled status due to his failure to comply with the MCLE Rules and Regulations.

6. On or about September 23, 2005, the Office of Certification mailed Respondent a letter informing him that he had been enrolled on Not Entitled status effective September 16, 2005 ("the September 2005 letter"). The letter also informed Respondent that if he practiced law during the period he was on Not Entitled status, Respondent would be subject to disciplinary action by the State Bar. The September 2005 letter was placed in a sealed envelope correctly addressed to Respondent at his Rolling Hills address. The letter was properly mailed by first class mail, postage prepaid, by depositing for collection by the United States Postal Service in the ordinary course of business. The United States Postal Service did not return the letter as undeliverable or for any other reason. Respondent received the letter.

7. On or about March 29, 2006, Respondent was reinstated to active status after completing the remainder of his MCLE requirements in November 2005, January 2006, and March 2006.

8. In or about 2005, Respondent represented Steve Slepcevic ("Steve"), in a family law matter involving Steve's estranged spouse, Trudy Slepcevic ("Trudy"), and their minor daughter. The case was entitled *Slepcevic vs. Slepcevic*, Los Angeles Superior Court Case No. YD044344.

9. On or about October 7, 2005, while Respondent was not entitled to practice law, Respondent mailed Trudy a letter in which he stated that he had been retained by Steve to clarify several terms and conditions pertaining to custody, visitation, and support of their daughter. Respondent's October 7, 2005, letter was written on the letterhead of "The Law Offices of Matthew P. Todd."

10. When Respondent mailed the October 7, 2005, letter to Trudy, Respondent knew that he was not entitled to practice law and thereby misrepresented his membership status to Trudy.

11. Respondent did not maintain a current membership address with the State Bar from in or about July 15, 2005 through in or about September 11, 2005.

Conclusions of Law for Case No. 06-O-13149

COUNT ONE: By writing a letter to Trudy in which he identified himself on the letterhead and in the body of the letter as an attorney, Respondent held himself out as entitled to practice law when he was not entitled to do so, in wilful violation of Business and Professions Code sections 6125 and 6126, and thereby failed to support the laws of the State of California in violation of Business and Professions Code, section 6068(a).

COUNT THREE: By not providing the State Bar with a current office address or, if no office is maintained, the address to be used for State Bar purposes or purposes of the agency charged with attorney discipline, Respondent wilfully failed to comply with the requirements of section 6002.1, which requires a member of the State Bar to maintain on the official membership records of the State Bar.

PENDING PROCEEDINGS.

The disclosure date referred to, on page two, paragraph A(6), was August 27, 2007.

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

The parties hereby waive any variance between the Notices of Disciplinary Charges filed on November 3, 2006, and September 19, 2007, in State Bar Court Case Numbers 05-O-02211 and 06-O-13149, respectively, and the facts and conclusions of law contained in this stipulation. Additionally, the parties waive the issuance of an amended Notice of Disciplinary Charges relating to cases which are the subject matters of this stipulation.

DISMISSAL

The State Bar requests that the following count be dismissed in the interest of justice: Case No. 06-O-13149, Count Two.

(Do not write above this line.)

In the Matter of MATTHEW P. TODD Member #133023	Case number(s): 05-O-02211; 06-O-13149
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SIGNATURE OF THE PARTIES

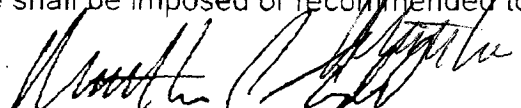
By their signatures below, the parties and their counsel, as applicable, signify their agreement with each of the recitations and each of the terms and conditions of this Stipulation Re Facts and Conclusions of Law.

Respondent enters into this stipulation as a condition of his/her participation in the Program. Respondent understands that he/she must abide by all terms and conditions of Respondent's Program Contract.

If the Respondent is not accepted into the Program or does not sign the Program contract, this Stipulation will be rejected and will not be binding on Respondent or the State Bar.

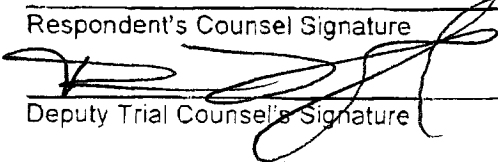
If the Respondent is accepted into the Program, upon Respondent's successful completion of or termination from the Program, this Stipulation will be filed and the specified level of discipline for successful completion of or termination from the Program as set forth in the State Bar Court's Statement Re: Discipline shall be imposed or recommended to the Supreme Court.

2/21/08
Date


Respondent's Signature

Matthew P. Todd 6/30/08
MATTHEW P. TODD
Print Name

2-27-08
Date


Respondent's Counsel Signature
Deputy Trial Counsel's Signature

DAVID T. SAUBER
Print Name

(Do not write above this line.)

In the Matter Of MATTHEW P. TODD Member #133023	Case Number(s): 05-O-02211; 06-O-13149
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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 stipulation as to facts and conclusions of law is APPROVED.
- ☐ The stipulation as to facts and conclusions of law is APPROVED AS MODIFIED as set forth below.
- ☐ All court dates in the Hearing Department are vacated.

The parties are bound by the stipulation as approved unless: 1) a motion to withdraw or modify the stipulation, filed within 15 days after service of this order, is granted; or 2) this court modifies or further modifies the approved stipulation; or 3) Respondent is not accepted for participation in the Program or does not sign the Program Contract. (See rule 135(b) and 802(b), Rules of Procedure.)

Date

6/30/08



Judge of the State Bar Court

CERTIFICATE OF SERVICE

[Rule 62(b), Rules Proc.; 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 Los Angeles, on June 30, 2008, I deposited a true copy of the following document(s):

ORDER AMENDING CONFIDENTIAL STATEMENT OF ALTERNATIVE DISPOSITIONS AND ORDERS; FURTHER ORDER;

ADDENDUM TO STIPULATION RE FACTS AND CONCLUSIONS OF LAW, REGARDING STATE BAR FILE NOS. 05-O-02211 & 06-O-13149; and,

AGREEMENT AND ORDER AMENDING CONTRACT AND WAIVER FOR PARTICIPATION IN THE STATE BAR COURT'S ALTERNATIVE DISCIPLINE PROGRAM; FURTHER ORDER

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

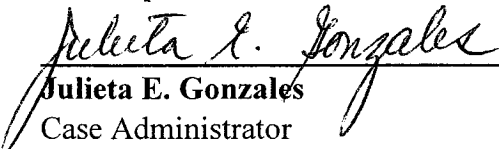
☒ by first-class mail, with postage thereon fully prepaid, through the United States Postal Service at Los Angeles, California, addressed as follows:

**MATTHEW P TODD ESQ
LAW OFC MATTHEW P TODD
904 SILVER SPUR RD
ROLLING HILLS ESTATES, CA 90274 - 3800**

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

David T. Sauber, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on **June 30, 2008**.



Julieta E. Gonzales
Case Administrator
State Bar Court