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State Bar Court of California
Hearing Department
Los Angeles

Counsel For The State Bar	Case Number (s)	(for Court's use)
William F. Stralka **Deputy Trial Counsel** **1149 S. Hill Street** **Los Angeles, CA 90015-2299** **(213) 765-1091** Bar # **56147**	**05-O-02141**	FILED APR 24 2008 STATE BAR COURT CLERK'S OFFICE LOS ANGELES PUBLIC MATTER
Counsel For Respondent **Arthur L. Margolis** **2000 Riverside Drive** **Los Angeles, CA 90039-3758** **(323) 953-8996** Bar # **57703**	Submitted to: **Assigned Judge** STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING	
In the Matter Of: **Byron Lee Landau** Bar # **177247** A Member of the State Bar of California (Respondent)	**ACTUAL SUSPENSION** ☐ 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 **June 14, 1995**.

(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.

(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 **14** 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."

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(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 284, Rules of Procedure.
- ☐ costs to be paid in equal amounts prior to February 1 for the following membership years: (hardship, special circumstances or other good cause per rule 284, Rules of Procedure)
- ☐ costs waived in part as set forth in a separate attachment entitled "Partial Waiver of Costs"
- ☐ costs 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.

(4) ☒ **Harm:** Respondent's misconduct harmed significantly a client, the public or the administration of justice. **By causing his client to have to resort to litigation to recoup his funds, Respondent delayed the recovery of the funds and thus harmed his client.**

(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.

(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

D. Discipline:

(1) ☒ **Stayed Suspension:**

(a) ☒ Respondent must be suspended from the practice of law for a period of **two 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 **three 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 **60 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 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.

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

☐ Substance Abuse Conditions ☐ Law Office Management Conditions

☐ Medical Conditions ☐ 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 321(a)(1) & (c), 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:**

ATTACHMENT TO

STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION

IN THE MATTER OF: Byron Lee Landau

CASE NUMBER(S): 05-O-02141

PENDING PROCEEDINGS:

The disclosure date referred to, on page one, paragraph A.(7), was March 14, 2008.

PARTIES ARE BOUND BY THE STIPULATION FACTS:

The Parties intend to be and are hereby bound by the stipulation to facts contained in this stipulation. This stipulation as to facts, and the facts so stipulated shall independently survive, even if the conclusions of law and/or stipulated disposition set forth herein are rejected, or changed in any manner whatsoever, by the Hearing Department or the Review Department of the State Bar Court, or by the California Supreme Court.

FACTS AND CONCLUSIONS OF LAW:

Facts:

Case No. 05-O-02141

1. David D. Bezar ("Bezar") is an Individual. Interactive Communications, LLC ("Interactive") is a California limited liability company. Bezar is the manager of Interactive and the owner of 95% of the outstanding equity interest in Interactive.

2. In February 2002, Bezar first met Respondent. Respondent's office entity was also known as the Landau Law Group ("Law Group"). The two became friendly. On two occasions Bezar lent Respondent small amounts of money. In both instances Respondent paid Bezar back. On March 2, 2002, Respondent represented Bezar and Interactive in a contract dispute.

3. In May 2003, Bezar employed Respondent as attorney, on behalf of Interactive, to represent Interactive in connection with a different contract dispute.

4. In early June 2003, Bezar offered to loan money to Respondent to keep his law practice running. At the time, Respondent, along with his wife, Gail, were co-Debtors in a pending bankruptcy action, U.S. Bankruptcy Court Central District Of California, case no. 01-16710-RA. Bezar knew of the pending bankruptcy case.

5. On June 10, 2003, Respondent, borrowed the sum of $10,000 from Bezar. In connection with this loan, Respondent and Bezar signed a promissory note prepared by Respondent, dated June 10, 2003, providing for payment of principal and interest on July 10, 2003.

6. On June, 16, 2003, Respondent borrowed an additional $20,000, from Bezar, bringing the total amount borrowed by Respondent to $30,000, plus accrued interest. In connection with the $20,000 loan, Respondent and Bezar signed a promissory note, dated June 16, 2003, providing for payment of principal and interest on August 1, 2003. The promissory note incorporated a security agreement securing payment by Respondent. The collateral described therein is as follows: "an immediate assignment of Landau Law Group (Tax Id. #04-3669237) receivables sufficient to net $20,250, to Mr. Bezar."

7. Bezar forbore Respondent's repayment on the June 10, 2003, $10,000 promissory note, and June 16, 2003, $20,000 promissory note based on Respondent's offer to engage Interactive as an independent contractor at Respondent Law Group.

8. On August 10, 2003, Bezar, through Interactive, began working for Respondent as a consultant to Respondent's Law Group, providing information technology and management services.

9. At that time, Respondent offered Bezar, through Interactive, the position of full-time Chief Operating Officer (hereinafter "COO") and Chief Financial Officer (hereinafter "CFO") of Respondent's Law Group, pursuant to which Bezar/Interactive as an independent contractor would render management and consulting services.

10. On September 3, 2003, while Interactive was still his client, Respondent borrowed an additional $15,000 from Bezar, bringing the total amount borrowed by Respondent, to $45,000, plus accrued interest.

11. In connection with the loans made by Bezar to Respondent through September 3, 2003, Respondent and Bezar signed a $45,000 promissory note, dated September 2, 2003, providing for payment of principal and interest on October 1, 2003. Said note, by its terms, superseded the June 10, 2003, $10,000 promissory note and June 16, 2003, $20,000 promissory note. The September 3, 2003, promissory note incorporated a security agreement securing payment by Respondent. The collateral described therein is as follows: "an immediate assignment of Landau Law Group (Tax Id. #04-3669237) receivables sufficient to [pay] the principal, interest and penalties that accrue monthly to Mr. Bezar."

12. On September 22, 2003, while Respondent and Bezar were negotiating the terms under which Bezar/Interactive would render management and consulting services to Respondent's Law Group, Respondent borrowed an additional $5,000 from Bezar, bringing the total amount borrowed by Respondent, to $50,000, plus accrued interest.

13. In connection with the loans made by Bezar to Respondent through September 22, 2003, Respondent and Bezar signed a promissory note, dated September 22, 2003, for $50,000, providing for payment of principal and interest on or before October 1, 2003. Said note by its terms, superseded the June 10, 2003, $10,000 promissory note, the June 16, 2003, $20,000 promissory note, and the

September 2, 2003, $45,000 promissory note. The September 22, 2003, $50,000 promissory note incorporated a security agreement securing payment by Respondent. The collateral described therein is as follows: "an immediate assignment of Landau Law Group (Tax Id. #04-3669237) receivables sufficient to [pay] the principal, interest and penalties that accrue monthly to Mr. Bezar."

14. On September 26, 2003, while Respondent and Bezar were still negotiating the terms under which Bezar/Interactive would render management and consulting services to Respondent's Law Group, Respondent and Bezar employed attorney Jerome Bennett Friedman ("Friedman") to help both parties negotiate their agreement. Bezar and Respondent understood that Friedman joined their negotiations as a mediator. Respondent then borrowed an additional $6,500 from Bezar, bringing the total amount borrowed by Respondent to $56,500, plus accrued interest.

15. On September 30, 2003, Bezar received a document entitled Memorandum Of Understanding ("MOU"), drafted by Friedman based on Bezar's and Respondent's negotiations regarding management and consulting services to be rendered by Bezar/Interactive to Respondent's Law Group. The MOU also contained terms providing that Interactive lend Respondent money and that the previous sums loaned to Respondent by Bezar be rolled into a new loan to be paid by Respondent over sixty months.

16. On October 10, 2003, while Respondent and Bezar were negotiating the terms under which Bezar/Interactive would render management and consulting services to Respondent's Law Group, Respondent borrowed an additional $5,000 from Bezar, bringing the total amount borrowed by Respondent to $61,500, plus accrued interest.

17. On October 16, 2003, while Respondent and Bezar were negotiating the terms under which Bezar/Interactive would render management and consulting services to Respondent's Law Group, Respondent borrowed an additional $4,000 from Bezar, bringing the total amount borrowed by Respondent to $65,500.

18. By mid-October, 2003, Respondent disputed Bezar's accounting of work done for Landau Law Group.

19. On October 31, 2003, Bezar purchased a 2003 Lexus E300, on credit, for Respondent to use. The purchase price including tax, license and registration was $25,406.57. Respondent provided a $2,000 down payment and Bezar financed the remaining $23,406.19 in Bezar's name. Respondent agreed to remit the monthly payments to Bezar, in the amount of $421.09 per month. Respondent also agreed to pay all expenses, including but not limited to insurance premiums, maintenance and repair and fuel. It was agreed that at the time Respondent's bankruptcy was discharged, Respondent would obtain his own financing for the Lexus and put the Lexus in his name.

20. On November 3, 2003, while Respondent and Bezar were negotiating the terms under which Bezar/Interactive would render management and consulting services to Respondent's Law Group, Respondent borrowed an additional $5,000 from Bezar, bringing the total amount borrowed by Respondent to $70,500, plus accrued interest.

21. On various dates between September 24, 2003 and November 4, 2003, at Respondent's request, and understood by the parties to be money loaned to Respondent, Bezar directly paid various outstanding debts owed by Respondent, by cash, check and credit charge in the aggregate amount of $9,195.42, bringing the amount borrowed by Respondent to $79,695.42, plus accrued interest.

22. On November 7, 2003, while Respondent and Bezar were negotiating the terms under which Bezar/Interactive would render management and consulting services to Respondent's Law Group, Respondent borrowed an additional $33,129.58, bringing the total borrowed by Respondent to approximately $115,000.00, with accrued interest.

23. In connection with the loans made by Bezar to Respondent through November 7, 2003, Respondent and Bezar signed a promissory note, dated November 7, 2003, for $115,000 ("the Note"), providing for payment of principal and interest on or before November 1, 2003 (sic). The Note incorporates a security agreement securing payment by Respondent. The collateral described therein is as follows: ". . . an immediate assignment of Landau Law Group receivables sufficient to pay principal, interest and penalties that accrue monthly to Mr. Bezar."

24. On November 10, 2003, (three days after loaning Respondent the additional $33,129.58), Bezar was notified by Respondent that Bezar's/Interactive's services as "COO" and "CFO" for the Respondent's Law Group would no longer be required. One of Respondent's employees was promoted to perform the work Bezar had been doing.

25. Between November 10, 2003 and November 14, 2003, Interactive paid $131.86 for office supplies, attorney's services, and Internet hosting for Landau Law Group, at Respondent's request. Respondent never paid Interactive back for these expenditures.

26. On November 12, 2003, Respondent e-mailed Bezar a proposed Memorandum Of Understanding ("MOU"), pursuant to which Bezar/Interactive agreed it would provide "computer systems consultation and implementation services" to Landau Law Group, for remuneration in the amount of $3,000 per month. The draft agreement included a provision pursuant to which Interactive would loan Respondent additional sums, "moneys and credit, up to and including, $150,000."

27. Bezar and Respondent could not agree on the proposed MOU. Bezar suggested that they either finalize an agreement based on the prior negotiations or that Respondent repay the money he borrowed. Respondent agreed to attempt to finalize an agreement. The parties requested that Friedman draft the document.

28. On November 18, 2003, Bezar requested from Respondent proof of insurance on the Lexus and a spare key.

29. By November 25, 2003, Bezar instructed Friedman to cease working on the new MOU.

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30. On November 25, 2003, Bezar demanded that Respondent remit payments of $1,634.62, for services rendered to Respondent by Interactive, $549.30 for insurance on the Lexus, and with regard to the loans made by Bezar to Respondent, a minimum payment of $958.33, representing interest due on the various loans.

31. On November 25, 2003, Respondent sent Bezar an e-mail representing that he had sent Bezar the $958.33 interest payment, $1,634.62 for services rendered by Interactive, and $45.78 for one month's payment for insurance on the Lexus.

32. By e-mail, on November 28, 2003, Respondent again represented to Bezar that he had sent out payment for interest on the loans, for services rendered by Interactive and the insurance premium.

33. By letter dated December 2, 2003, Bezar gave Respondent notice of Respondent's default on the personal loan and demanded payment of all amounts due under the November 7, 2003 Note.

34. On December 12, 2003, Respondent sent an e-mail addressed to Bezar, with copies to Friedman and Bezar's attorney, indicating that he would not respond to any telephone calls or e-mails from Bezar. He stated that he would participate in a mediation session with Friedman and Bezar's attorney.

35. Respondent's e-mail stated further, "Otherwise, I will settle for what the appellate court deems just three years from now."

36. On January 12, 2004, Bezar took possession of the Lexus at the offices of Landau Law Group. Though Respondent was present and in possession of keys to the Lexus, he refused to turn them over to Bezar, because he disputed Bezar's right to possession of the Lexus. Bezar incurred $117.00 in towing expenses to repossess the Lexus. Additionally, on January 20, 2004, Bezar incurred $518.95 in expenses to have the Lexus re-keyed and to have the Lexus' computer reset. Further, on February 3, 2004, Bezar made the monthly payment due on the Lexus in the amount of $421.09.

37. On February 20, 2004, Bezar/Interactive filed a lawsuit against Respondent for the repayment of Bezar's loan(s) to Respondent entitled *Bezar/Interactive v. Respondent,* Los Angeles Superior Court case number BC310974 ("the *Bezar* case").

38. On July 30, 2004, Respondent executed a stipulation for settlement and entry of judgment to repay Bezar $117, 000 in the *Bezar* case. Bezar dismissed the *Bezar* case on or about August 3, 2004.

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Legal Conclusions:

Respondent entered into a business transaction with a client where the transaction and its terms were not fully disclosed and transmitted in writing to the client in a manner which should reasonably have been understood by the client; the client was not advised in writing that the client may seek the advice of an independent lawyer of the client's choice; and the client did not consent in writing to the terms of the transaction, in wilful violation of Rules of Professional Conduct, rule 3-300.

AUTHORITIES SUPPORTING DISCIPLINE:

To determine the appropriate level of discipline, the standards provide guidance. *Drociak v. State Bar* (1991) 52 Cal.3d 1085, 1090; *In the Matter of Sampson* (Review Dept. 1994) 3 Cal. State Bar Ct. Rptr. 119, 134. A disciplinary recommendation must be consistent with the discipline in similar proceedings. See *Snyder v. State Bar* (1990) 49 Cal.3d 1302, 1310-1311. Also, the recommended discipline must rest upon a balanced consideration of relevant factors. *In the Matter of Sampson, supra*, 3 Cal. State Bar Ct. Rptr. 119, 135.

Pursuant to Standard 1.3 of the Standards for Attorney Sanctions for Professional Misconduct:
The primary purposes of disciplinary proceedings conducted by the State Bar of California and of sanctions imposed upon a finding or acknowledgment of a member's professional misconduct are the protection of the public, the courts and the legal profession; the maintenance of high professional standards by attorneys and the protection of public confidence in the legal profession.

CASES:

In *Hunniecutt v. State Bar* (1988) 44 Cal.3d 362, the Supreme Court agreed with a hearing department recommendation that respondent be actually suspended for 90 days for among other counts a violation of former rule 5-101 and act of moral turpitude for entering into an unsecured loan transaction with his client. The respondent also abandoned clients in two separate matters, failed to communicate, and failed to return his client's file. Respondent's misconduct occurred over a three year period that began only two years after his admission to the State Bar. The respondent had no prior record of discipline

Respondent has been a member of the California State Bar since June 14, 1995, and has had no prior State Bar discipline. In addition, the complaining witness, who loaned the Respondent funds on numerous occasions over approximately 19 months, was either an employee or an independent contractor who worked in Respondent's office and had full knowledge of Respondent's precarious financial situation. Respondent did not take advantage of a vulnerable client and did not seek to borrow client funds that came into his possession during the representation of his client. Respondent never denied the loans and memorialized the terms of every loan in writings which were approved by the complaining witness. Additionally, this matter only involves one client and one rule violation.

COSTS OF DISCIPLINARY PROCEEDINGS:

Respondent acknowledges that the Office of the Chief Trial Counsel has informed Respondent that as of December 7, 2007, the estimated prosecution costs in this matter are approximately $1,983.00. Respondent acknowledges that this figure is an estimate only, and that it does not include State Bar Court costs, which will be included in any final cost assessment. 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.)

In the Matter of **Byron Lee Landau, Bar #177247**	Case number(s): **05-O-02141**

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 Fact, Conclusions of Law and Disposition.

~~December~~ March 31, 2008 Date	Respondent's Signature	Byron Lee Landau Print Name
~~December~~ April 7, 2008 Date	Respondent's Counsel Signature	Arthur Margolis Print Name
~~December~~ April 9, 2008 Date	Deputy Trial Counsel's Signature	William F. Stralka Print Name

(Do not write above this line.)

In the Matter Of **Byron Lee Landau, Bar #177247**	Case Number(s): **05-O-02141**

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:

- [x] 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.

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 135(b), Rules of Procedure.) **The effective date of this disposition is the effective date of the Supreme Court order herein, normally 30 days after file date. (See rule 9.18(a), California Rules of Court.)**

4/22/08
Date

Judge of the State Bar Court
DONALD F. MILES

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 April 24, 2008, I deposited a true copy of the following document(s):

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

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

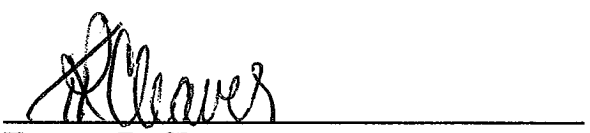
[X] by first-class mail, with postage thereon fully prepaid, through the United States Postal Service at Los Angeles, California, addressed as follows:

ARTHUR LEWIS MARGOLIS
MARGOLIS & MARGOLIS LLP
2000 RIVERSIDE DR
LOS ANGELES, CA 90039

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

WILLIAM STRALKA, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on **April 24, 2008**.



Tammy R. Cleaver
Case Administrator
State Bar Court