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State Bar Court of California

Hearing Department
Los Angeles

PUBLIC MATTER

<p>Counsel For The State Bar</p> <p>William F. Stralka Deputy Trial Counsel 1149 S. Hill Street Los Angeles, CA 90015-2211 (213) 765-1091</p> <p>Bar # 56147</p>	<p>Case Number (s) 06-O-12977</p>	<p>(for Court's use)</p> <p>FILED</p> <p>JAN 14 2008</p> <p>STATE BAR COURT CLERK'S OFFICE LOS ANGELES</p>
<p>In Pro Per Respondent</p> <p>Morris Stephen Coontz 30448 Rancho Viejo Road, #120 San Juan Capistrano, CA 92675 (949) 240-3040</p> <p>Bar # 47614</p>	<p>Submitted to: Assigned Judge</p>	
<p>In the Matter Of: Morris Stephen Coontz,</p> <p>Bar # 47614</p> <p>A Member of the State Bar of California (Respondent)</p>	<p>STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING</p> <p>PUBLIC REPROVAL</p> <p><input type="checkbox"/> PREVIOUS STIPULATION REJECTED</p>	

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 7, 1971**.
- (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 12 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):
- costs added to membership fee for calendar year following effective date of discipline (public reproof)
 - case ineligible for costs (private reproof)
 - costs to be paid in equal amounts 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
- (9) The parties understand that:
- (a) A private reproof imposed on a respondent as a result of a stipulation approved by the Court prior to initiation of a State Bar Court proceeding is part of the respondent's official State Bar membership records, but is not disclosed in response to public inquiries and is not reported on the State Bar's web page. The record of the proceeding in which such a private reproof was imposed is not available to the public except as part of the record of any subsequent proceeding in which it is introduced as evidence of a prior record of discipline under the Rules of Procedure of the State Bar.
 - (b) A private reproof imposed on a respondent after initiation of a State Bar Court proceeding is part of the respondent's official State Bar membership records, is disclosed in response to public inquiries and is reported as a record of public discipline on the State Bar's web page.
 - (c) A public reproof imposed on a respondent is publicly available as part of the respondent's official State Bar membership records, is disclosed in response to public inquiries and is reported as a record of public discipline on the State Bar's web page.

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 or a separate attachment entitled "Prior Discipline."
- (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.
- (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. **Respondent was admitted to the California State Bar on January 7, 1971, and has had no prior State Bar discipline**
- (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. **Respondent has admitted all of the facts to the State Bar and to his clients and has fully cooperated and participated in the State Bar investigation.**
- (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) **Private reproof (check applicable conditions, if any, below)**
 - (a) Approved by the Court prior to initiation of the State Bar Court proceedings (no public disclosure).
 - (b) Approved by the Court after initiation of the State Bar Court proceedings (public disclosure).

or

- (2) **Public reproof (Check applicable conditions, if any, below)**

E. Conditions Attached to Reproval:

- (1) Respondent must comply with the conditions attached to the reproof for a period of **one year**.
- (2) During the condition period attached to the reproof, 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 condition period attached to the reproof. 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 the reproof during the preceding calendar quarter. Respondent must also state in each report 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 (thirty) days, that report must be submitted on the next following 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 condition period and no later than the last day of the condition period.

- (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 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 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 conditions attached to the reproof.
- (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) 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 within one year of the effective date of the reproof.
- No MPRE recommended. Reason: _____
- (11) 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 type="checkbox"/> Financial Conditions |

F. Other Conditions Negotiated by the Parties:

N/A

ATTACHMENT TO

STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION

IN THE MATTER OF: Morris Stephen Coontz

CASE NUMBER(S): 06-O-12977

PENDING PROCEEDINGS:

The disclosure date referred to, on page one, paragraph A.(7), was December 17, 2007.

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:

Respondent hereby pleads nolo contendere to the following facts and conclusions of law.

Facts:

Case No. 06-O-12977

1. In September 1997, Charles and Jean Cook and Susan Mulholland, as trustees of their respective trusts (collectively "CWs") agreed to buy a vacant lot near the beach in San Clement ("City"). These were two elderly couples who had been friends for years. They wanted to build a two-unit condominium on the property and live there during their retirement years. The property, know as 109 Boca del la Playa, was part of a 1927 subdivision and consisted of Lot 40 and a ten-foot wide strip, Lot 10. The seller of the property, Donald Bonanno ("Bonanno"), had paid the developer's successor-in-interest for a quitclaim deed to the strip of Lot 10 in 1992 and had effected a lot line adjustment.

2. Bonanno told CWs that he had rejected a proposal several years before from his uphill neighbor, Real Ouiment ("Ouiment"), to enter into a joint venture for the development of a three-unit condominium on the property. Bonanno had later rejected another offer by Ouiment to buy the property. After these rejections, Ouiment threatened Bonanno that if he could not build on the property, no one lese could either. In April 1997, Ouiment's "significant other," Doreen Talbot ("Talbot"), wrote

Bonanno a letter stating that a group of homeowners in the subdivision intended to “build stairs to gain access to the beach as the original owner planned it” on the portion of Lot 10 subsumed by a lot line adjustment. Talbot asserted, “It is the opinion of the group of lot owners that this right to use is granted to them per the original tract record and they have never renounced . . . their right to use it. [¶] . . . [¶] If we do not hear from you before the end of the month, we will have no other choice than taking legal procedures so we can exercise our rights without objections.”

3. During the negotiations for the sale of the property, Bonanno disclosed his history with Ouiment and Talbot to the CWs and gave them a copy of the Talbot’s letter. But the April deadline had come and gone without any lawsuit, and the CWs considered it “saber rattling” that was “way past.”

4. Bonanno also advised Chicago Title Insurance Company, the CWs’ proposed insurer, about the Talbot letter. Consequently, the owner’s title insurance policy subsequently issued by Chicago Title excepted from coverage any claim arising by reason of “the effect of the dedication on the map of said tract . . . , for the use of the lot owners of this subdivision” Although the CWs received a copy of the title insurance policy, none of them was aware of the exception. Escrow closed in November 1997.

5. On or about February 20, 1998, CWs, employed Respondent.

6. Respondent’s services included assisting his clients in obtaining approval of the City of their condominium project, which necessarily included obtaining the appropriate title insurance policy required by the City.

7. In July 1998, CWs’ grading engineer noticed the exception for Lot 10 in the Chicago Title policy and told CWs about it. The CWs called Respondent for help, filling him in on the background with the uphill neighbors. Respondent said he would “handle it,” and called Chicago Title to see if it would remove the exception. Chicago Title refused. Respondent visited the property and sent a memo to Cook on September 29: “It is obvious that the easement is impassable and has been for a very long time After seeing the property I have little concern about our ability to defend against an attempt to enforce the easement, but a quiet title action by us remains unfeasible because it would be prohibitively expensive.” Respondent told Cook he had talked to a title officer who was a friend of his about eliminating the exception and was waiting for information. Respondent confirmed, “as we discussed, the main reason for getting the exception eliminated from the title policy is to enable you to obtain a construction loan.”

8. Respondent’s friend, Gordon Anderson (“Anderson”), worked for South Coast Title/Northern Counties Title Insurance Company. South Coast issued a preliminary title report in September 1998 that stated it was “prepared to issue, or cause to be issued, at the date hereof shown, a policy or policies of the title insurance of Northern Counties Title Insurance Company, describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception below or not excluded from coverage pursuant to the printed schedules, conditions and stipulations of said policy forms.” There was no exception in the policy for Lot 10.

9. Respondent sent the preliminary title report to Charles Cook on October 7, 1998. Cook stated that he was “ecstatic” when got it. He did not know the difference between a preliminary title report and title insurance policy; he believed the document he received was “title insurance with the exception removed.” Respondent never explained the document to him.

10. After Chicago Title refused to remove the exception from its owner’s title insurance policy, Respondent came up with a plan that would allow the CWs to “get the plans going with the city . . .” He felt it was not feasible to get another owner’s policy for Lot 10 because “[title insurance policies] were only issued in connection with some sort of event. An owner’s policy in connection with the purchase and sale of property or a lender’s policy in connection with some kind of a loan transaction. Typically, either refinancing the property or building on it where you need a construction loan.” Respondent’s plan was to go to a different title insurer and try to get another preliminary title report without the exception so the project could continue through the City process. “[T]he actual title policy would be in the form of a lender’s policy and that would not come until they got their final approval from the City which was quite a ways away yet, and that would actually be a lender’s policy of title insurance in connection with a construction loan . . .” According to Cook, Respondent never explained that his plan to get a lender’s policy would leave the owners “without any protection against prohibitively expensive lawsuit.”

11. In March 1999, the City requested a preliminary title report no older than 60 days. Respondent contacted Anderson, who arranged for an updated report from Northern Counties. A few days later, however, the insurer notified Respondent it would except Lot 10 in any policy it would issue. Respondent sent the notice to Cook, who asked Mulholland to call Respondent for an explanation because he and his wife were leaving on a trip. Respondent told Mulholland he had talked to Anderson and “[t]hey had used the wrong language and that there was really no problem, they were going to correct it and issue a new policy with the correct language and we were still covered, there was no problem.” Northern Counties issued a new preliminary title report without the exception on April 29, which Respondent sent to the CWs. On May 19, 1999, Mulholland “looked specifically for the language referring to the exemption,” but found it confusing, so she called Respondent for help. Respondent agreed the language was confusing but reassured her “we still had coverage” and “we were okay.”

12. In May 1999, the CWs project was considered at a City planning commission meeting. An attorney opposed the project and threatened a lawsuit on behalf of a group of neighbors, including Ouiment and Talbot. Notwithstanding, the planning commission approved the project, and it went to the City Council for a hearing on August 4, 1999. Respondent attended and advised the council, “[W]e have a title commitment that makes no mention of that ten-foot- strip. And we have discussed that issue with the title company. And they are satisfied that the ten-foot strip is not a legitimate title issue.” The City denied approval of the project, however, because the proposed building was too big for the site. The CWs were not present at the meeting; however, they viewed a videotape of the proceedings and discussed them with Respondent.

13. After downsizing the project, the CWs again brought it before the City Counsel on November 3, 1999. Ouiment spoke in opposition and pointed out that Lot 10 was not covered by a title insurance policy. “We have here a preliminary offer of title report, which says, ‘It is important to note

that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.’ It is even more kind of worrying when you go to the notes and requirements page, which says, ‘Note No. 1. No policy of title insurance has been issued on this property within the last five years.’”¹ Upon hearing this, Mulholland “leaned over and asked [(Respondent) Coontz], ‘What is he talking about? We have title insurance, don’t we?’ [¶] And he said, ‘Don’t worry, you’re okay.’” Charles Cook, who was standing in the back during the meeting, approached Respondent outside the meeting room afterwards and said, “What’s this all about, and in response, [(Respondent) Coontz] said, don’t worry about it, I’ve got you covered.” Later that evening, the City approved the project.

14. The next month, Ouiment and Talbot filed a lawsuit against the Cooks, Mulholland, and the owners of Lot 10, seeking to quiet title to an alleged public walkway across Lot 10. Charles Cook called Respondent to advise him that the complaint was being sent to him and told him to “hand it over to the title insurance company.” Respondent told Cook they had no title insurance. Shortly thereafter, the CWs terminated Respondent’s representation and hired another attorney to defend them.

Legal Conclusions:

By failing to explain the difference between a preliminary title report and a title insurance policy to the CWs; by not explaining to the CWs that his plan to obtain a lender’s policy in connection with a construction loan after City approval of the condominium plan would not leave CWs with any protection from a quiet title action; by advising the CWs that they had title policy “coverage” and that the title company had no legitimate issue regarding the ten-foot strip without determining the validity of his statement or explaining the meaning of the language in the preliminary title report to the CWs; by representing to the City Council that CWs had a “title commitment,” implying that a title policy would issue to the CWs, where they had only a preliminary title report on their property; and by further misrepresenting to the CWs that they would be covered by a title insurance policy regarding the ten-foot wide strip - Lot 10 - without doing adequate foundational research or investigating the basis for his statements to the CWs, Respondent intentionally, recklessly or repeatedly failed to perform services with competence in wilful violation of Rules of Professional Conduct, rule 3-110(A).

By failing to advise Mulholland and the CWs that Northern Counties would except Lot 10 in any title insurance policy they would issue, and by assuring Mulholland that the CWs still had full title policy coverage even though their coverage was only in the form of a preliminary title report, and by failing to advise CWs that they were not covered regarding Lot 10 by a title insurance policy at any time during the course of their representation by Respondent, Respondent failed to keep a client reasonably informed of significant developments in a matter in which Respondent agreed to provide legal services in wilful violation of Business and Professions Code, section 6068(m).

¹Somewhere between April and September of 1999, Anderson moved from South Coast/Northern Counties to American Title Company. His new company issued a preliminary title report in September 1999 with no exception for Lot 10.

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.

Standard 2.4(b) calls for reproof or suspension for wilfully failing to perform services not demonstrating a pattern of misconduct, depending on the extent of the misconduct and the degree of harm to the client.

Standard 2.6 calls for disbarment or suspension for a violation of Business and Professions Code, section 6068(m), depending on the gravity of the offense or the harm, if any, to the victim, with due regard to the purposes of imposing discipline set forth in standard 1.3

Standard 2.10 calls for a reproof or suspension for any wilful violation of the Rules of Professional Conduct or Business and Professions Code sections not specified in the Standards.

CASES:

In the Review Department opinion in *In the Matter of Respondent G* (Review Dept. 1992) 2 Cal. State Bar Ct. Rptr. 175, the review department approved the imposition of a private reproof where the misconduct of the respondent was isolated, and he had a relatively minor incident of failing to perform services competently. In *In the Matter of Respondent G*, the Respondent failed to ensure that his client knew the amount of the state inheritance tax in a probate matter. Respondent's conduct resulted in his client incurring three years of accumulated interest and penalties on unpaid inheritance taxes. After a full trial, the court imposed a private reproof with conditions, including restitution to the client for the accumulated interest. The stipulated discipline - a public reproof - falls well within the standards for the appropriate discipline for Respondent's violation of Rules of Professional Conduct, rule 3-110(A), and Business and Professions Code, section 6068(m), especially where there are no aggravating circumstances.

In the Matter of Hanson (Review Dept. 1994) 2 Cal. State Bar Ct. Rptr. 703. In *Hanson*, respondent had prior private reproof. The Review Department weighed the misconduct which involved a failure to return unearned fees and withdrawing without taking steps to avoid foreseeable prejudice to his client and judged that the circumstances were not enough to justify suspension.

In this case the Respondent mislead his clients to believe that they were or would be covered by a title insurance policy, and failed to keep his clients reasonably informed of significant developments. The imposition of a public reproof is appropriate, complies with the purposes of sanctions according to standard 1.3, and adequately protects the public and the profession.

COSTS OF DISCIPLINARY PROCEEDINGS:

Respondent acknowledges that the Office of the Chief Trial Counsel has informed Respondent that as of December 5, 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.

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In the Matter of Morris Stephen Coontz, Bar #47614	Case number(s): 06-O-12977
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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 Fact, Conclusions of Law and Disposition.

December 27, 2007
 Date

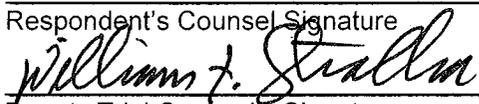

 Respondent's Signature

Morris Stephen Coontz
 Print Name

 Date

December 28, 2007
 Date

 Respondent's Counsel Signature


 Deputy Trial Counsel's Signature

 Print Name

William F. Stralka
 Print Name

(Do not write above this line.)

In the Matter Of Morris Stephen Coontz, Bar #47614	Case Number(s): 06-O-12977
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ORDER

Finding that the stipulation protects the public and that the interests of Respondent will be served by any conditions attached to the reproof, 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 REPROVAL IMPOSED.
- The stipulated facts and disposition are APPROVED AS MODIFIED as set forth below, and the REPROVAL IMPOSED.
- 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. (See rule 125(b), Rules of Procedure.) **Otherwise the stipulation shall be effective 15 days after service of this order.**

Failure to comply with any conditions attached to this reproof may constitute cause for a separate proceeding for willful breach of rule 1-110, Rules of Professional Conduct.

1/11/08
Date



Judge of the State Bar Court
RICHARD A. HONN

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 January 14, 2008, 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:

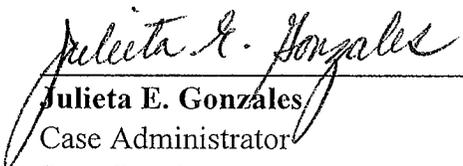
- [X] by first-class mail, with postage thereon fully prepaid, through the United States Postal Service at Los Angeles, California, addressed as follows:

**MORRIS STEPHEN COONTZ ESQ
COONTZ & MATTHEWS LLP
30448 RANCHO VIEJO RD #120
SAN JUAN CAPISTRANO, CA 92675**

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

William F. Stralka, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on **January 14, 2008**.



Julieta E. Gonzales
Case Administrator
State Bar Court