

<p>STATE BAR COURT OF CALIFORNIA</p> <p>HEARING DEPARTMENT</p> <p>1149 S. Hill St., 5th Fl., Los Angeles, CA 90015</p>	<p>FOR CLERK'S USE ONLY:</p> <p>FILED</p> <p>JUL 30 2013</p> <p>STATE BAR COURT CLERK'S OFFICE LOS ANGELES</p>
<p>In the Matter of:</p> <p>LINDA LEE SEALS, Member No. 129003,</p> <p>A Member of the State Bar</p>	<p>Case No: 09-O-11191, etc.</p> <p>ORDER CLARIFYING/MODIFYING CONDITION OF PROBATION AND DETERMINING SUFFICIENCY OF PROOF OF COMPLIANCE</p>

On June 3, 2013, Respondent filed a motion to extend the time for her to provide satisfactory proof of payment of restitution. On June 20, 2013, the State Bar's Office of Probation filed an opposition to the requested extension. That opposition, however, also asked this court to determine whether the documentation previously provided by Respondent demonstrated satisfaction of "some of her restitution conditions." In response to those pleadings, this court issued an order on July 2, 2013, requiring the parties to meet and confer regarding the issues and establishing a schedule whereby Respondent could participate in the request that this court determine whether she has complied with the restitution conditions of probation.

The parties and their counsel have now complied with this court's July 2, 2013 order. Respondent has also filed a motion seeking to have this court determine and make clear that her prior acts regarding her restitution obligation satisfy that condition of her probation.

Having reviewed the papers and supporting documents of the parties, as well as the terms of the underlying conditions of probation, and finding good cause, this court finds and orders as follows:

The conditions of probation at issue here resulted from a negotiated stipulation reached during settlement discussions. The terms of that settlement do not mirror the normal language of a standard form stipulation, but instead include language that was crafted to reflect the specific agreement and intent of the parties. One such custom provision is the language, at issue here, allowing Respondent, directly or indirectly, to compromise and secure a release of her restitution obligations with one or more of the payees identified in the stipulation. The language contained in the settlement agreement on that issue reads, "Where Respondent has entered a compromise and release with any of the payees, full compliance with the compromise and release constitutes satisfactory proof of restitution."

Unfortunately, to a party not privy to the underlying intent of the parties, the language, quoted above, is potentially ambiguous and is capable of being read as applying only to

settlements reached by Respondent with a payee prior to the date of the stipulation. That was not the intent of the parties or of the language.

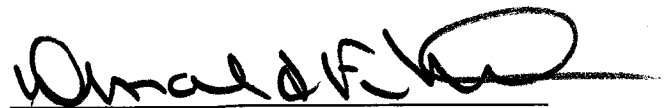
To make clear the contrary intent of the parties and this court, the quoted language is hereby modified to read as follows:

“Where Respondent has entered a compromise and release with any of the payees, now or in the future, full compliance with such compromise and release constitutes satisfactory proof of restitution. A ‘compromise and release’ includes any contractual agreement whereby the payee, or the payee’s designee or successor, agrees to accept an amount of money, less than that set forth in the stipulation as Respondent’s restitution obligation, in full satisfaction of Respondent’s restitution obligation to such payee.”

In addition to the above, at the request of the parties, this court hereby determines that Respondent’s proof that there has been full compliance with compromise and release agreements reached with certain designated payees, including but not limited to Marc Norych, Prime-Line Products Company, dba California Screen Pros, Patrick Davidson, and Peregrine Financial Group, constitutes full satisfaction with her restitution obligation to each such payee.

IT IS SO ORDERED.

Dated: July 30, 2013


DONALD F. MILES
Judge of the State Bar Court

CERTIFICATE OF SERVICE

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

I am a Case Administrator of the State Bar Court of California. I am over the age of eighteen and not a party to the within proceeding. Pursuant to standard court practice, in the City and County of Los Angeles, on July 30, 2013, I deposited a true copy of the following document(s):

ORDER CLARIFYING/MODIFYING CONDITION OF PROBATION AND
DETERMINING SUFFICIENCY OF PROOF OF COMPLIANCE

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

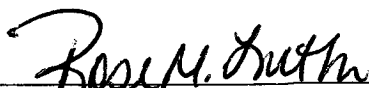
- by first-class mail, with postage thereon fully prepaid, through the United States Postal Service at Los Angeles, California, addressed as follows:

JAMES IRWIN HAM
PANSKY MARKLE HAM LLP
1010 SYCAMORE AVE UNIT 308
SOUTH PASADENA, CA 91030

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

TERRIE GOLDADE, Office of Probation, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on July 30, 2013.



Rose M. Luthi
Case Administrator
State Bar Court