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State Bar Court of California
Hearing Department
Los Angeles

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<p>Counsel For Respondent</p> <p>Edward O. Lear Century Law Group LLP 5200 West Century Blvd., #345 Los Angeles, CA 90045 Telephone: (310) 642-6900 Facsimile: (310) 642-6910</p> <p>Bar # 132699</p>	<p>Submitted to: Settlement Judge</p> <p>STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING</p> <p>ACTUAL SUSPENSION</p> <p><input type="checkbox"/> PREVIOUS STIPULATION REJECTED</p>	
<p>In the Matter Of: Linda Lee Seals</p> <p>Bar # 129003</p> <p>A Member of the State Bar of California (Respondent)</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 June 17, 1987.
- (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 21 pages, not including the order.

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- (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):
 - 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: two years following the effective date of the Supreme Court order of discipline.
(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. Respondent failed to properly supervise her husband/law partner, who was primarily responsible for maintaining the firm's client trust account and cost account. Respondent's illness and her husband's consequent inattention at the office afforded the firm's office manager/bookkeeper the opportunity to misuse client funds in the accounts.
- (4) **Harm:** Respondent's misconduct harmed significantly a client, the public or the administration of justice.

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- (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 failure to adequately supervise her law practice and her over-reliance on her husband/law partner to manage the law office created a situation where the firm's office manager/bookkeeper had the opportunity to misuse the firm's accounts without detection for a significant period of time.
- (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. Throughout this proceeding, Respondent cooperated fully with the State Bar, answered the questions that were posed by the State Bar, and entered into this comprehensive stipulation acknowledging her misconduct and settling this case pre-filing.
- (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. Respondent and her husband/law partner have taken steps to resolve the outstanding disputes with the clients whose funds were misused by their office manager/bookkeeper. Most of the litigation stemming from the closing of their practice has been settled.
- (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. As the result of Respondent's Hepatitis C condition, her

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pregnancy with twins was a difficult, high risk pregnancy. Respondent was not able to work for most of that pregnancy, and relied on her husband/law partner to cover for her work commitments to their joint practice. Respondent's husband took over Respondent's responsibilities in the firm, and neglected to properly supervise the office manager/bookkeeper during this critical period. The office manager/bookkeeper took advantage of the opportunity to misuse the firm's accounts.

- (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. At the time of the onset of the misconduct, Respondent's law firm began to experience severe financial stress (which resulted from the office manager/bookkeeper's misuse of the firm's funds). Respondent and her husband/law partner invested over \$525,000.00 of their own funds in a futile effort to keep the firm afloat. It was not until after the firm closed that Respondent discovered the misuse of firm and client funds by the former officer manager/bookkeeper.
- (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

Respondent was admitted to practice in 1987 and had over twenty years of discipline-free practice prior to the onset of the misconduct.

D. Discipline:

- (1) **Stayed Suspension:**
- (a) Respondent must be suspended from the practice of law for a period of two (2) 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 two (2) years, which will commence upon the effective date of the Supreme Court order in this matter. (See rule 9.18, California Rules of Court)

(Stipulation form approved by SBC Executive Committee 10/16/00. Revised 12/16/2004; 12/13/2006.)

Actual Suspension

(3) **Actual Suspension:**

- (a) Respondent must be actually suspended from the practice of law in the State of California for a period of thirty (30) 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:
- | | |
|---|---|
| <input type="checkbox"/> Substance Abuse Conditions | <input type="checkbox"/> Law Office Management Conditions |
| <input type="checkbox"/> Medical Conditions | <input checked="" type="checkbox"/> 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:** Before the expiration of each year of her probation, Respondent must provide to the Office of Probation satisfactory proof of attendance and completion of five (5) hours of participatory live instruction courses in attorney/client relations or Ethics, for a total of 10 hours.

The Attachment to the Stipulation re Facts, Conclusions of Law and Disposition comprises pages 9 to 20.

In the Matter of

Case number(s):

Linda Lee Seals

09-O-11191, 09-O-11294, 09-O-11441, 09-O-11722,
10-O-03434

A Member of the State Bar

Financial Conditions

a. Restitution

- Respondent must pay restitution (including the principal amount, plus interest of 10% per annum) to the payee(s) listed below. If the Client Security Fund ("CSF") has reimbursed one or more of the payee(s) for all or any portion of the principal amount(s) listed below, Respondent must also pay restitution to CSF in the amount(s) paid, plus applicable interest and costs.

Payee	Principal Amount	Interest Accrues From

- Respondent must pay above-referenced restitution and provide satisfactory proof of payment to the Office of Probation not later than

b. Installment Restitution Payments

- Respondent must pay the above-referenced restitution on the payment schedule set forth below. Respondent must provide satisfactory proof of payment to the Office of Probation with each quarterly probation report, or as otherwise directed by the Office of Probation. No later than 30 days prior to the expiration of the period of probation (or period of reproval), Respondent must make any necessary final payment(s) in order to complete the payment of restitution, including interest, in full.

Payee/CSF (as applicable)	Minimum Payment Amount	Payment Frequency

c. Client Funds Certificate

- 1. If Respondent possesses client funds at any time during the period covered by a required quarterly report, Respondent must file with each required report a certificate from Respondent and/or a certified public accountant or other financial professional approved by the Office of Probation, certifying that:
 - a. Respondent has maintained a bank account in a bank authorized to do business in the State of California, at a branch located within the State of California, and that such account is designated as a "Trust Account" or "Clients' Funds Account";

- b. Respondent has kept and maintained the following:
- i. A written ledger for each client on whose behalf funds are held that sets forth:
 - 1. the name of such client;
 - 2. the date, amount and source of all funds received on behalf of such client;
 - 3. the date, amount, payee and purpose of each disbursement made on behalf of such client; and,
 - 4. the current balance for such client.
 - ii. a written journal for each client trust fund account that sets forth:
 - 1. the name of such account;
 - 2. the date, amount and client affected by each debit and credit; and,
 - 3. the current balance in such account.
 - iii. all bank statements and cancelled checks for each client trust account; and,
 - iv. each monthly reconciliation (balancing) of (i), (ii), and (iii), above, and if there are any differences between the monthly total balances reflected in (i), (ii), and (iii), above, the reasons for the differences.
- c. Respondent has maintained a written journal of securities or other properties held for clients that specifies:
- i. each item of security and property held;
 - ii. the person on whose behalf the security or property is held;
 - iii. the date of receipt of the security or property;
 - iv. the date of distribution of the security or property; and,
 - v. the person to whom the security or property was distributed.
2. If Respondent does not possess any client funds, property or securities during the entire period covered by a report, Respondent must so state under penalty of perjury in the report filed with the Office of Probation for that reporting period. In this circumstance, Respondent need not file the accountant's certificate described above.
3. The requirements of this condition are in addition to those set forth in rule 4-100, Rules of Professional Conduct.

d. Client Trust Accounting School

- Within one (1) year of the effective date of the discipline herein, Respondent must supply to the Office of Probation satisfactory proof of attendance at a session of the Ethics School Client Trust Accounting School, within the same period of time, and passage of the test given at the end of that session.

ATTACHMENT TO

STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION

IN THE MATTER OF: Linda L. Seals

CASE NUMBERS: 09-O-11191, 09-O-11294, 09-O-11441, 09-O-11722
and 10-O-03434

PENDING PROCEEDINGS:

The disclosure date referred to, on page two, paragraph A.(7), was December 13, 2010.

Respondent admits that the following facts are true and that she is culpable of violations of the specified Rules of Professional Conduct.

General Facts Applicable to All Matters

1. Respondent and her husband/law partner operated a law practice entitled Seals & Tenenbaum ("S&T") from 1990 until November 2008.

2. Respondent's husband/law partner was the managing partner of S&T. Respondent's husband/law partner was the partner with primary responsibility for overseeing the administrative side of their joint practice and reconciling the firm's business accounts.

3. Respondent did not personally handle, reconcile or review the statements, ledgers or payment histories related to any of the matters assigned to S&T. All administrative duties were entrusted to Respondent's husband/law partner.

4. Up until 2008, S&T experienced no problems related to its administration or financial accounts. During the entire time period from 1990 when S&T was formed, up to 2008, Respondent's husband/law partner was responsible for the administration of the firm.

5. In late 2007, Respondent became debilitated by her Hepatitis C condition which exacerbated her difficult, high-risk pregnancy with her now two and one-half year old twins.

6. Respondent was unable to work in the office, and her husband/law partner was forced to take on her work at S&T.

7. Respondent's husband/law partner was distracted from his administrative duties at S&T, due to his commitment to cover for Respondent's absence from the office and the consequent increase of his workload.

8. These circumstances afforded S&T's long-time office manager/bookkeeper the opportunity to misuse the firm's accounts without detection for a significant period of time.

9. Respondent and her husband/law partner invested over \$525,000 of their own funds to cover the unexplained shortfalls in the firm's accounts in 2008.

10. Respondent and her husband closed S&T in November 2008, when they were unable to continue to pay for the firm's expenses.

11. At that time, Respondent and her husband/law partner discovered their trusted office manager/bookkeeper's misuse of the firm's accounts.

Case No. 09-O-11191

12. On July 9, 2007, S&T was retained by Richard Crowther, on behalf of CA Screen Pros, for a collection matter (the "Screen Pros matter"). The amount of the debt was \$10,406.63. Pursuant to the retainer agreement with Screen Pros, S&T was entitled to a 20% contingency fee from the amount collected from the debtor.

13. The client paid advanced costs of \$450.00 to S&T, which were deposited into Respondent's CalNational cost account.

14. On June 26, 2008, S&T filed a lawsuit in Orange County Superior Court entitled *California Screen Pros, Inc. v. Dutch Bros.*, case no. 30-2008-00079570-CL-CL-NJC.

15. By October 2008, S&T settled the Screen Pros matter for payment of \$5,900.00. On October 20, 2008, Dutch Bros. provided the settlement check to S&T. S&T staff deposited the settlement check in the firm's CalNational trust account on October 22, 2008.

16. S&T never paid any portion of the Screen Pros settlement check to the client, even though the client was entitled to receive \$4,720.00 from the settlement.

17. The office manager/bookkeeper for S&T misused the funds from the Screen Pros settlement. Respondent did not discover the misuse of the client funds until the firm closed in November 2008.

CONCLUSIONS OF LAW

By failing to properly supervise the accounts of S&T, and relying instead on her husband/law partner to reconcile the S&T accounts, Respondent intentionally, recklessly or repeatedly failed to perform legal services with competence in wilful violation of Rule of Professional Conduct 3-110(A).

By failing to promptly pay to Screen Pros the portion of the Screen Pros settlement owed to Screen Pros in the amount of \$4,750.00, as requested by the client, Respondent failed to promptly pay to Screen Pros any funds in Respondent's possession which the client is entitled to receive in wilful violation of Rule of Professional Conduct 4-100(B)(4).

Case No. 09-O-11294

FACTS

S&T was hired in August 2008 by Marc Norych for several collection matters against debtors CR Management, Ross and Michelle Hashemi, Kevin and Keith Presley, Corinthian

International Parking Service, Mitchell Bailey and Jeffrey Winters, Richard Burdick, Eddie Vicenty and Joe Pena.

CR Management Matter

1. In August 2008, S&T was hired for a collection matter against CR Management and Time Warner. The balance due was \$11,044.49 (the "CR Management matter"). Pursuant to the retainer agreement with Norych, S&T was entitled to receive a 20% contingency fee for the monies collected in the CR Management matter.

2. S&T settled the CR Management matter for \$11,294.49. The debtor provided the settlement check to S&T. S&T staff deposited the check into the firm's CalNational trust account on October 8, 2008.

3. By November 2008, the balance in the firm's CalNational trust account dropped to zero.

4. S&T failed to pay out to Norych the amount of the CR Management settlement due American Bankers, even though the client was due \$9,035.60 of the settlement proceeds.

Hashemi Matter

5. On August 6, 2008, S&T sent a letter to Norych confirming the firm's retention in the collection matter against Ross and Michelle Hashemi.

6. On September 5, 2008, S&T sent a letter to Norych requesting a payment for advanced costs in the amount of \$450.00, which was received. S&T deposited the advanced cost into the firm's CalNational cost account on October 29, 2008.

7. S&T did not file a lawsuit or undertake any legal work with respect to the Hashemi matter.

8. S&T failed to maintain the advanced costs of \$450.00 in a trust account.

9. S&T failed to pay out to Norych the advanced costs of \$450.00 after the firm closed in November 2008.

Presley Matter

1. On July 20, 2007, S&T sent a letter to Norych confirming the firm's retention in the collection matter against Kevin and Keith Presley.

2. On August 15, 2007, S&T sent a letter to Norych requesting a payment for advanced costs in the amount of \$450.00, which was received. On November 14, 2008, S&T staff deposited the advanced costs into the firm's CalNational cost account.

3. S&T did not file a lawsuit or undertake any legal work with respect to the Presley matter.

4. S&T failed to maintain the advanced costs of \$450.00 in a trust account.

5. S&T failed to pay out to Norych the advanced costs of \$450.00 after the law firm closed in November 2008.

Corinthian Matter

1. On November 2, 2007, S&T sent a letter to Norych confirming the firm's retention in the collection matter against Corinthian International Parking Service.

2. On December 6, 2007, S&T sent a letter to Norych requesting a payment for advanced costs in the amount of \$375.00, which was received. On January 18, 2008, S&T staff deposited the advanced costs into the firm's CalNational cost account.

3. S&T did not file a lawsuit or undertake any legal work with respect to the Corinthian matter.

4. S&T failed to maintain the advanced costs of \$375.00 in a trust account.

5. S&T failed to pay out to Norych the advanced costs of \$375.00 after the law firm closed in November 2008.

Bailey/Winters Matter

1. On November 8, 2007, S&T sent a letter to Norych confirming the firm's retention in the collection matter against Mitchell Bailey and Jeffrey Winters.

2. On November 12, 2007, S&T sent a letter to Norych requesting a payment for advanced costs in the amount of \$495.00, which was received. On January 31, 2008, S&T staff deposited the advanced costs into the firm's CalNational cost account.

3. S&T did not file a lawsuit or undertake any legal work with respect to the Bailey/Winters matter.

4. S&T failed to maintain the advanced costs of \$495.00 in a trust account.

5. S&T failed to pay out to Norych the advanced costs of \$495.00 after the law firm closed in November 2008.

Burdick Matter

1. On November 19, 2007, S&T sent a letter to Norych confirming the firm's retention in the collection matter against Richard Burdick.

2. On January 11, 2008, Norych sent a check for advanced costs in the Burdick matter of \$330.00, which was received. On January 29, 2008, S&T staff deposited the advanced costs into the firm's CalNational cost account.

3. S&T did not file a lawsuit or undertake any legal work with respect to the Burdick matter.
4. S&T failed to maintain the advanced costs of \$330.00 in a trust account.
5. S&T failed to pay out to Norych the advanced costs of \$330.00 after the law firm closed in November 2008.

Vicenty Matter

1. On February 22, 2008, S&T sent a letter to Norych confirming the firm's retention in the collection matter against Eddie Vicenty.
2. On March 19, 2008, S&T sent a letter requesting the payment of advanced costs in the amount of \$450.00, which was received. On April 25, 2008, S&T staff deposited the advanced costs into the firm's CalNational cost account.
3. S&T did not file a lawsuit or undertake any legal work with respect to the Vicenty matter.
4. S&T failed to maintain the advanced costs of \$450.00 in a trust account.
5. S&T failed to pay out to Norych the advanced costs of \$450.00 after the law firm closed in November 2008.

Pena Matter

1. On August 6, 2008, S&T sent a letter to Norych confirming the firm's retention in the collection matter against Joe Pena.
2. On September 5, 2008, S&T requested a payment of advanced costs in the amount of \$550.00, which was received. On October 24, 2008, S&T deposited the advanced costs into the firm's CalNational cost account.
3. S&T did not file a lawsuit or undertake any legal work with respect to the Pena matter.
4. S&T failed to maintain the advanced costs of \$550.00 in a trust account.
5. S&T failed to pay out to Norych the advanced costs of \$550.00 after the law firm closed in November 2008.

CONCLUSIONS OF LAW

By failing to maintain the unused advanced costs owed to Norych in a client trust account, Respondent failed to maintain all funds received or held on behalf of a client, including advances for costs, in a client trust account in wilful violation of Rule of Professional Conduct 4-100(A).

By failing to properly supervise the accounts of S&T, and relying instead on her husband/law partner to reconcile the S&T accounts, Respondent intentionally, recklessly or repeatedly failed to perform legal services with competence in wilful violation of Rule of Professional Conduct 3-110(A).

By failing to promptly pay to Norych the portion of the CR Management settlement owed to American Bankers in the amount of \$9,035.60, and the unused advanced costs owed to Norych, as requested by the client, Respondent failed to promptly pay to American Bankers any funds in Respondent's possession which the client is entitled to receive in wilful violation of Rule of Professional Conduct 4-100(B)(4).

Case No. 09-O-11441

FACTS

6. On November 5, 2008, S&T was retained by Patrick Davidson to enter a sister-state judgment against a debtor located in California (the "Davidson matter").

7. S&T requested a payment of advanced costs in the amount of \$450.00, which was received. On November 14, 2008, S&T staff deposited the advanced costs into the firm's CalNational cost account.

8. At no time did S&T file any documents or perform any legal services related to the Davidson matter.

9. S&T failed to maintain the advanced costs of \$450.00 in a trust account.

10. S&T failed to pay out to Davidson the advanced costs of \$450.00 after the law firm closed in November 2008.

CONCLUSIONS OF LAW

By failing to maintain the unused advanced costs owed to Davidson in a client trust account, Respondent failed to maintain all funds received or held on behalf of a client, including advances for costs, in a client trust account in wilful violation of Rule of Professional Conduct 4-100(A).

By failing to properly supervise the accounts of S&T, and relying instead on her husband/law partner to reconcile the S&T accounts, Respondent intentionally, recklessly or repeatedly failed to perform legal services with competence in wilful violation of Rule of Professional Conduct 3-110(A).

By failing to promptly pay to Davidson the unused advanced costs owed to Davidson, as requested by the client, Respondent failed to promptly pay to American Bankers any funds in Respondent's possession which the client is entitled to receive in wilful violation of Rule of Professional Conduct 4-100(B)(4).

Case No. 09-O-11722

FACTS

1. On February 7, 2007, S&T was retained by Peregrine Financial Group ("PFG") for a collection matter against debtors Paul and Ernestine Scott. Pursuant to the contingency agreement with PFG, S&T was entitled to collect 25% of the monies collected from the debtor.
2. S&T filed a lawsuit in Riverside Superior Court entitled *Peregrine Financial Group v. Scott*, case no. RIC294363 (the "PFG matter").
3. The PRG matter resulted in a judgment against the Scotts.
4. In fall 2007, S&T identified debtor Paul Scott's employer and initiated garnishment proceedings. The first garnishment occurred in November 2007.
5. In March 2008, S&T made the first remittance to the client. The monthly remittance continued until July 2008. Thereafter, despite the receipt of garnishment checks from the debtor's employer, S&T failed to make any additional payments to PFG.
6. Before S&T closed down in November 2008, S&T received and deposited into the firm's CalNational trust account five garnishment checks totaling \$8,709.35, received during the time period from August 26, 2008 through November 5, 2008.
7. S&T failed to maintain the \$6,532.01 owed to PFG from the garnishment checks in a trust account.
8. S&T did not pay out to PFG the \$6,532.01 owed from the garnishment checks.

CONCLUSIONS OF LAW

By failing to properly supervise the accounts of S&T, and relying instead on her husband/law partner to reconcile the S&T accounts, Respondent intentionally, recklessly or repeatedly failed to perform legal services with competence in wilful violation of Rule of Professional Conduct 3-110(A).

By failing to promptly pay to PFG the portion of the garnishment checks owed to PFG in the amount of \$6,532.01, as requested by the client, Respondent failed to promptly pay to American Bankers any funds in Respondent's possession which the client is entitled to receive in wilful violation of Rule of Professional Conduct 4-100(B)(4).

Case No. 10-O-3434

FACTS

S&T was retained by the Florida law firm of Douglas, Knight & Associates, Inc. ("Douglas") to pursue four subrogation claims on behalf of Douglas clients against debtors Attic Busters, Inc., Edulfo Testa, Timothy Long and Rita Magallanes.

Attic Busters Matter

1. On December 12, 2007, S&T sent a letter to Douglas acknowledging receipt of the Attic Busters matter.
2. On January 9, 2008, S&T requested a \$450.00 cost deposit for filing and services fees.
3. On January 21, 2008, the client sent a \$450.00 check to S&T.
4. On January 30, 2008, S&T staff deposited the check into the firm's CalNational cost account.
5. S&T provided no legal services of value related to the Attic Busters matter. The law firm closed firm in November 2008. S&T did not return the unused advanced costs to the client.
6. S&T failed to maintain the unused advanced costs in a trust account.

Edrulfo Testa Matter

1. On May 2, 2008, S&T sent a letter to Douglas acknowledging receipt of the Testa matter.
2. On May 27, 2008, S&T requested a \$550.00 cost deposit for filing and services fees.
3. On May 28, 2008, the client sent a \$550.00 check to S&T.
4. On June 4, 2008, S&T staff deposited the check into the firm's CalNational cost account.
5. S&T provided no legal services of value related to the Testa matter. The law firm closed in November 2008. S&T did not return the unused advanced costs to the client.
6. S&T failed to maintain the unused advanced costs in a trust account.

Timothy Long Matter

1. On August 13, 2008, S&T sent a letter to Douglas acknowledging receipt of the Timothy Long matter.
2. On August 26, 2008, the client sent a \$550.00 check for advanced costs to S&T.
3. On September 3, 2008, S&T staff deposited the check into the firm's CalNational cost account.

4. S&T provided no legal services of value related to the Timothy Long matter. The law firm closed in November 2008. S&T did not return the unused advanced costs to the client.

5. S&T failed to maintain the unused advanced costs in a trust account.

Magallanes Matter

1. On August 20, 2008, S&T sent a letter to Douglas acknowledging receipt of the Magallanes matter.

2. On September 18, 2008, S&T requested a \$550.00 cost deposit for filing and services fees.

3. On October 9, 2008, the client sent a \$550.00 check to S&T.

4. On October 15, 2008, S&T staff deposited the check into the firm's CalNational cost account.

5. S&T provided no legal services of value related to the Magallanes matter. The law firm closed in November 2008. S&T did not return the unused advanced costs to the client.

6. S&T failed to maintain the unused advanced costs in a trust account.

CONCLUSIONS OF LAW

By failing to maintain the unused advanced costs owed to Douglas in a client trust account, Respondent failed to maintain all funds received or held on behalf of a client, including advances for costs, in a client trust account in wilful violation of Rule of Professional Conduct 4-100(A).

By failing to properly supervise the accounts of S&T, and relying instead on her husband/law partner to reconcile the S&T accounts, Respondent intentionally, recklessly or repeatedly failed to perform legal services with competence in wilful violation of Rule of Professional Conduct 3-110(A).

By failing to promptly pay to Douglas the unused advanced costs in the Attic Busters, Tesa, Timothy Long and Magallanes matters, as requested by the client, Respondent failed to promptly pay to Douglas any funds in Respondent's possession which the client is entitled to receive in wilful violation of Rule of Professional Conduct 4-100(B)(4).

RESTITUTION

Respondent acknowledges that she owes restitution (including the principal amount, plus interest of 10 percent per annum) to the payees listed below. If the Client Security Fund ("CSF") has reimbursed one or more of the payees for all or any portion of the principal amounts listed below, Respondent must also pay restitution to CSF in the amounts paid, plus applicable interest and costs. To the extent Respondent has already made any restitution

payments, she will submit satisfactory proof of his restitution payments with her first quarterly report required pursuant to the disciplinary order resulting from this stipulation. 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.

Respondent must pay the restitution owed pursuant to the disciplinary order resulting from this stipulation and provide satisfactory proof of payment to the Office of Probation not later than two (2) years from the effective date of the disciplinary order resulting from this stipulation.

Case No. 09-O-11191

Client Screen Pros

Client Matter	Principal Amount	Interest Accrues From
Dutch Bros.	\$4,720.00	October 22, 2008

Case No. 09-O-11294

Client Marc Norych

Client Matter	Principal Amount	Interest Accrues From
CR Management	\$9,035.60	October 8, 2008
Hashemi	\$450.00	October 29, 2008
Presley	\$450.00	November 14, 2008
Corinthian International Parking Service	\$375.00	January 18, 2008
Bailey/Winters	\$450.00	January 31, 2008
Burdick	\$330.00	January 29, 2008
Vicenty	\$450.00	April 25, 2008
Pena	\$550.00	October 24, 2008

Case No. 09-O-11441

Client Patrick Davidson

Client Matter	Principal Amount	Interest Accrues From
Patrick Davidson	\$450.00	November 14, 2008

Case No. 09-O-11724

Client Peregrine Financial Group

Client Matter	Principal Amount	Interest Accrues From
Paul Scott	\$6,532.01	November 5, 2008

Case No. 10-O-03434

Client Douglas

Client Matter	Principal Amount	Interest Accrues From
Attic Busters	\$450.00	January 30, 2008
Edrulfo Testa	\$550.00	June 4, 2008
Timothy Long	\$550.00	September 3, 2008
Magallanes	\$550.00	October 15, 2008

AUTHORITIES SUPPORTING DISCIPLINE:

Standards:

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 preservation of public confidence in the legal profession.

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

Pursuant to Standard 2.2(a) of the Standards for Attorney Sanctions for Professional Misconduct:

Culpability of a member of wilful misappropriation of entrusted funds or property shall result in disbarment. Only if the amount of the funds or property misappropriated is insignificantly small or if the most compelling circumstances clearly predominate, shall disbarment not be imposed. In those latter cases, the discipline shall not be less than one-year actual suspension, irrespective of mitigating circumstances

Pursuant to Standard 2.2(b) of the Standards for Attorney Sanctions for Professional Misconduct:

Culpability of a member of commingling of entrusted funds or property with personal property or the commission of another violation of rule 4-100, Rules of Professional Conduct, none of which offenses result in the wilful misappropriation of entrusted funds or property shall result in at least a three month actual suspension from the practice of law, irrespective of mitigating circumstances.

Where Respondent's misappropriation was the result of Respondent's gross negligence, rather than intentional dishonesty, and there is compelling mitigation, discipline less than disbarment is an appropriate sanction. *In the Matter of Robins* (Review Dept. 1991) 1 Cal. State Bar Ct. Rptr. 708); *In the Matter of Lilly* (Review Dept. 1992) 2 Cal. State Bar Ct. Rptr. 185.

Respondent's serious health condition and long-standing agreement as to the division of labor with her husband/law partner at S&T led to her failure to adequately supervise S&T's accounts, and created the opportunity for the firm's unscrupulous office manager/bookkeeper to misuse the accounts without detection. The substantial mitigating circumstances support the stipulated discipline in these matters. In *In re Blum* (Review Dept. 2002) 4 Cal. State Bar Ct. Rptr. 403, the attorney and her then-husband attorney were both signatories of the firm's trust account. The attorney's husband was responsible for the day-to-day operation of their firm. His mismanagement of the firm's trust account led to the misappropriation of funds from two clients. After considering the attorney's mitigation, the court imposed a thirty (30) day actual suspension and three year stayed suspension. *See also, In Re Malek-Younan* (Review Dept. 2003) 4 Cal. State Bar Ct. Rptr. 627 (18 months actual suspension where Respondent abdicated responsibility for her trust account to non-attorneys who misused over \$1.7 million in Respondent's CTA).

The stipulated discipline of a thirty day actual suspension, and two year stayed suspension is the appropriate discipline in these matters to protect the public. Respondent has established compelling mitigating circumstances which led directly to her inattention to S&T's accounts. Respondent's over-reliance on her husband/law partner to manage the firm's trust and cost accounts constitutes a failure to supervise, but should not subject Respondent to the most severe penalty for wilful misappropriation of client funds. Respondent's medical condition rendered it impossible for her to work in the office for most of her difficult pregnancy. Her absence and her husband's attendant inattention to the firm's business affairs while covering for Respondent's workload, created the circumstances under which their office manager/bookkeeper misused firm accounts.

COSTS OF DISCIPLINARY PROCEEDINGS:

Respondent acknowledges that the Office of the Chief Trial Counsel has informed respondent that as of December 13, 2010, the prosecution costs in this matter are \$4,599.00. 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.

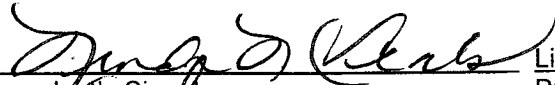
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In the Matter of Linda Lee Seals	Case number(s): 09-O-11191, 09-O-11294, 09-O-11441, 09-O-11722, 10-O-03434
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SIGNATURE OF THE PARTIES

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.

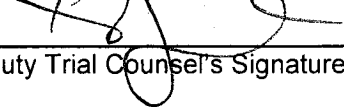
12-12-10
Date


Respondent's Signature Linda Lee Seals
Print Name

12/13/10
Date


Respondent's Counsel Signature Edward O. Lear
Print Name

12-13-10
Date


Deputy Trial Counsel's Signature Erin McKeown Joyce
Print Name

(Do not write above this line.)

In the Matter Of Linda Lee Seals	Case Number(s): 09-O-11191, 09-O-11294, 09-O-11441, 09-O-11722, 10-O-03434
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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 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.)**

1/10/11
Date


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 January 10, 2011, 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:

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

EDWARD O. LEAR, ESQ.
CENTURY LAW GROUP LLP
5200 W CENTURY BLVD #345
LOS ANGELES, CA 90045

by certified mail, No. , with return receipt requested, through the United States Postal Service at , California, addressed as follows:

by overnight mail at , California, addressed as follows:

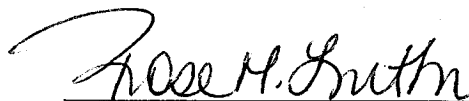
by fax transmission, at fax number . No error was reported by the fax machine that I used.

By personal service by leaving the documents in a sealed envelope or package clearly labeled to identify the attorney being served with a receptionist or a person having charge of the attorney's office, addressed as follows:

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

ERIN JOYCE, ESQ., Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on January 10, 2011.



Rose Luthi
Case Administrator
State Bar Court