FILED APRIL 8, 2014

STATE BAR COURT OF CALIFORNIA

HEARING DEPARTMENT - SAN FRANCISCO

In the Matter of	)	Case No.: **12-O-12482-PEM**
	)	**12-C-12048 (Cons.)**
CYNTHIA RENEE BROWN, AKA CYNTHIA RENEE FLAHIVE	)	**DECISION**
	)	
Member No. 207823,	)	
	)	
A Member of the State Bar.	)	

Introduction[1]

In this disciplinary proceeding, respondent Cynthia Renee Brown, AKA Cynthia Renee Flahive, is charged with two counts of misconduct in one client matter. The charged misconduct includes not depositing client funds in a trust account and committing an act of moral turpitude. This disciplinary hearing is also based upon respondent's misdemeanor conviction for violating Civil Code section 2944.7 (unlawful collection of fees re: loan modification or other form of mortgage loan forbearance).

Significant Procedural History

State Bar Court Case No. 12-O-12482

The Office of the Chief Trial Counsel of the State Bar of California (State Bar) initiated this proceeding by filing a notice of disciplinary charges (NDC) on December 21, 2012, to which

[1] Unless otherwise indicated, all references to rules refer to the State Bar Rules of Professional Conduct. Furthermore, all statutory references are to the Business and Professions Code, unless otherwise indicated.

a response was filed on January 10, 2013. A hearing began on June 18 and 19, 2013, but was continued because of respondent's pending conviction.

State Bar Court Case No. 12-C-10248

On October 7, 2013, the Review Department of the State Bar Court issued a reference order to the Hearing Department for a hearing and decision recommending the discipline to be imposed if it found that the facts and circumstances surrounding respondent's conviction for a Civil Code section 2944.7 violation involved moral turpitude or other misconduct warranting discipline.

On October 8, 2013, the State Bar Court issued and properly served a notice of hearing on conviction on respondent to which she filed a response on October 28, 2013. The next day, the court consolidated the conviction matter with case no 12-O-12482.

An additional two days of trial were held on December 20, 2013, and January 15, 2014. The State Bar was represented by Treva R. Stewart. Julia M. Young represented respondent. On January 15, 2013, following closing arguments, the court took this matter under submission.

Findings of Fact and Conclusions of Law

Respondent was admitted to the practice of law in California on June 5, 2000, and has been a member of the State Bar of California at all times since that date.

Case No. 12-O-12482 – The Rodriguez Matter

Facts

On February 4, 2010, Carlos and Martha Rodriguez (Rodriguez), hired the Flahive Law Corporation, of which respondent was a member, for a Chapter 7 bankruptcy proceeding. On February 4 and March 8, 2010, Rodriguez paid respondent $872 and $523, respectively, as advanced attorney's fees and costs, for a total of $1,395.

On January 20, 2011, Rodriguez met with Michael Johnson, another attorney in the Flahive Law Corporation, about the Chapter 7 bankruptcy. Rodriguez gave Johnson a check for $299 for the bankruptcy filing fee. When he accepted the check, Johnson stated that the Flahive Law Corporation would not negotiate it until the Chapter 7 bankruptcy petition was filed. The Flahive Law Corporation received the $299 check for Rodriguez's benefit. Shortly thereafter, respondent deposited Rodriguez's $299 check into her business account. Respondent testified that she did so because she was told that the petition had been filed. Shortly after Johnson accepted the $299 check, he informed Rodriguez that he did not qualify for a Chapter 7 bankruptcy.

On March 2, 2011, Rodriguez sent Gregory Flahive, respondent's ex-husband and former law partner, a letter requesting the return of the $299 filing fee. Since the letter was addressed to Gregory, it is unclear to this court whether respondent personally received or saw this letter. Although Gregory had left the Flahive Law Corporation by January 2011, it is clear that he continued to do work on its behalf and that Rodriguez was corresponding with him about returning the $299 filing fee. It is also clear that, by April 2011, respondent should have been aware that Rodriguez sought the return of the filing fee as the Flahive Law Corporation's notes reflect that one of its employees forwarded Rodriguez's complaint to both respondent and Gregory.

In March 2012, Rodriguez filed a complaint with the State Bar regarding his dealings with the Flahive Law Corporation. Thereafter, respondent refunded the $299 filing fee to him.

Conclusions

Count 1 - (Rule 4-100(A) [Failure to Maintain Client Funds in Trust Account])

Rule 4-100(A) provides that all funds received or held for the benefit of clients must be deposited in a client trust account and no funds belonging to the attorney or law firm must be deposited therein or otherwise commingled therewith, except for limited exceptions.

By depositing the $299 check for filing fees into her general account, respondent willfully failed to deposit funds received for the benefit of a client in a bank account labeled "Trust Account," "Client's Funds Account" or words of similar import in violation of rule 4-100(A).

Count 2 - (§ 6106 [Moral Turpitude])

Section 6106 provides, in part, that the commission of any act involving dishonesty, moral turpitude, or corruption constitutes cause for suspension or disbarment.

There is not clear and convincing evidence that respondent's conduct rises to the level of gross negligence to support a finding of moral turpitude. It appears that respondent had little to do with the bankruptcy aspect of the Flahive Law Corporation, although, as a co-owner of the law firm, she bears responsibility for its operations, as more fully discussed below.

Facts

Case No. 12-C-12048

1. <u>Respondent's Conviction</u>

Pursuant to a felony indictment filed March 7, 2012, respondent was charged with violating Penal Code section 182 (a)(1) (conspiracy) and Civil Code section 2944.7 (unlawful collection of fees re: loan modification or other form of mortgage loan forbearance) and Penal Code section 182(a)(1) (conspiracy) and Business and Professions section 17500 (false advertising for the purposes of carrying out the objectives of the conspiracy). (*People v. Cynthia*

Renee Flahive, Sacramento Superior Court case no. 12F01781.)[2] Some of the overt acts that constituted the conspiracy were the creation and use of manipulative fee agreements in order to collect up-front fees from homeowners and yet give the appearance of compliance with Civil Code section 2944.7 and collecting up-front fees for loan modifications from Cecilia Masinas, Jo and Edward Boe, Brett Hopkins, Howard and Jo Ann Lytle and Karen Moore.

On April 11, 2013, respondent pled nolo contendere to one misdemeanor violation of Civil Code section 2944.7 and the remaining charges against her were dismissed. Among other things, she was sentenced to three years' probation, 240 hours of community service and to pay a total of $8,965 in restitution to some of the aforementioned persons.

2. <u>Facts and Circumstances Surrounding Respondent's Conviction</u>

Respondent was admitted to practice in California in 2000 and formed the Law Offices of Cynthia Flahive which dealt primarily with trust and estates. In 2007, her law office joined the Flahive Law Corporation, which was owned and managed by her and her then-husband, Gregory Flahive. Respondent and Gregory were president and vice-president of the Flahive Law Corporation, respectively, and they were co-equals. Respondent's chief responsibility was to pay the office staff and continue with her practice of trusts and estates. Respondent did not have any client complaints when she headed her own law office. The evidence shows that when the Flahive Law Corporation was formed, its trust account remained under the name of the Law Offices of Cynthia Flahive, though respondent claims that when she became part of the Flahive Law Corporation, she lost control of the trust account and no longer had access to it.[3]

In 2009, Flahive Law Corporation began to take on a large number of loan modification cases such that, in October 2009, it created a formal loan modification department. The Flahive

[2] The indictment was also against Gregory Flahive and Michael Johnson and included other charges against them.

[3] Respondent stated that Greg set up a separate merchant IOLTA account through which all the checks came into the trust account and that she had no control over the merchant account.

Law Corporation advertised its loan modification services in the Sacramento area over the radio and on television. Respondent appeared in ads and on television with her husband. Respondent did not do legal work on the loan modification cases as that was not her area expertise.

In 2009, however, state laws were enacted to protect homeowners facing foreclosures.[4] California legislators sought to curb abuses by "a cottage industry that has sprung up to exploit borrowers who are having trouble affording their mortgages, and are facing default, and possible foreclosure, if they are unable to negotiate a loan modification or any other form of mortgage loan forbearance with their lender." (Sen. Com. on Banking, Finance, and Insurance, Analysis of Sen. Bill No. 94 (2009 Reg. Sess.) as amended Mar. 23, 2009, pp. 6-7.)

On October 11, 2009, California Senate Bill number 94 (SB 94) became effective, providing two safeguards for borrowers who employ the services of someone to help with a loan modification: (1) a requirement for a separate notice to borrowers that it is not necessary to use a third party to negotiate a loan modification (codified as Civ. Code, § 2944.6);[5] and (2) a proscription against charging pre-performance compensation, i.e., restricting the collection of fees until all loan modification services are completed (codified as Civ. Code, § 2944.7).[6] The

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[4] Much of the discussion in this section is taken directly from the Review Department's decision in *In the Matter of Taylor* (Review Dept. 2012) 5 Cal. State Bar Ct. Rptr. 221.

[5] Civil Code section 2944.6 requires that before entering into a fee agreement, a person attempting to negotiate or arrange a loan modification must provide the borrower the following information in 14-point font "as a separate statement:"

> It is not necessary to pay a third party to arrange for a loan modification or other form of forbearance from your mortgage lender or servicer. You may call your lender directly to ask for a change in your loan terms. Nonprofit housing counseling agencies also offer these and other forms of borrower assistance free of charge. A list of nonprofit housing counseling agencies approved by the United States Department of Housing and Urban Development (HUD) is available from your local HUD office or by visiting www.hud.gov.

[6] The relevant portion of Civil Code section 2944.7 reads:

> (a) Notwithstanding any other provision of law, it shall be unlawful for any person who negotiates, attempts to negotiate, arranges, attempts to arrange, or

new legislation was designed to "prevent persons from charging borrowers an up-front fee, providing limited services that fail to help the borrower, and leaving the borrower worse off than before he or she engaged the services of a loan modification consultant." (Sen. Com. on Banking, Finance, and Insurance, Analysis of Sen. Bill No. 94 (2009 Reg. Sess.) as amended Mar. 23, 2009, p. 7.) A violation of either Civil Code provision constitutes a misdemeanor (Civ. Code, §§ 2944.6, subd. (c); 2944.7, subd. (b)), and is cause for imposing attorney discipline. (Bus. & Prof. Code, § 6106.3.)

In *In the Matter of Taylor*, *supra*, 5 Cal. State Bar Ct. Rptr. 221, the Review Department specifically stated that Civil Code section 2944.7 is clear on its face:

> "The language of Civil Code section 2944.7, subdivision (a), plainly prohibits *any person* engaging in loan modifications from collecting *any fees* related to such modifications until *each and every* service contracted for has been completed. (*In the Matter of Jaurequi* (Review Dept. 1999) 4 Cal. State Bar Ct. Rptr. 56, 59 [plain language of statute controlled where meaning lacked ambiguity, doubt, or uncertainty].) [footnote] We find nothing ambiguous about the statute's language, or the legislative history, which provides that "legal professionals" are one of the groups the bill was designed to reach. [footnote] (See 4 Miller & Starr, Cal. Real Estate (3d ed. 2011) § 10:145.10 [statute directed at brokers and attorneys who, as self-styled consultants, were holding themselves out as able to facilitate loan modifications, "but usually produced no worthwhile results after collecting substantial advance fees from desperate homeowners"].)"

(*In the Matter of Taylor, supra*, at p. 232.)

Before SB 94 passed, the Flahive Law Corporation charged a flat fee for their legal loan modifications services. When the new laws took effect, Gregory Flahive changed the fee agreements as they related to loan modifications. Now there were multiple fee agreements for

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> otherwise offers to perform a mortgage loan modification or other form of mortgage loan forbearance for a fee or other compensation paid by the borrower, to do any of the following:
>
> (1) Claim, demand, charge, collect, or receive any compensation until after the person has fully performed each and every service the person contracted to perform or represented that he or she would perform.

loan modifications cases. The multiple contracts were designed so that the Flahive Law Corporation could collect fees before modification services were complete. For example, the first part of the fee agreement called for the Flahive Law Corporation to contact the bank and request a restructuring of the loan. After that notification, Flahive's services would be deemed fully performed and satisfied and the client had to pay for them. Once Flahive contacted the bank and a trial workout payment plan with the bank was made, the workout plan would be viewed as restructuring and that would require the client to pay for those services at that time. Finally, the client would be required to pay additional fees and execute a separate agreement in writing if the client wanted Flahive to monitor and supervise the client's trial workout payments with the bank. Once the bank notified the client or Flahive on its decision to accept or reject the client's request, Flahive's services were concluded. The fee agreements also made it clear that the Flahive Law Corporation was not required to investigate and review most of the methods used to restructure the client's mortgage.[7]

Respondent did not write the new fee agreements.[8] The fee agreements were designed and written by Gregory Flahive. He thought that, despite the passage of SB 94 codified in the Civil Code as section 2944.7, his office could "unbundle" each service in loan modification cases and charge for it separately after it was performed. He told respondent that he had an ethics opinion that confirmed his belief that the Flahive fee agreements were in compliance with the new law.

[7] Methods would include loan modification, term extension, rate reduction, balance reduction, forbearance, agreement for deed in lieu, agreement for short payoff, repayment plan and loan restructure.

[8] It was clear from all the testimony at the hearing that Greg Flahive wrote all fee agreements independent of any attorneys working in the Flahive law firm. The only fee agreements he did not write were those dealing with estate planning which were handled by respondent.

The issue in this case is the extent of the role respondent played in the Flahive Law Corporation as it related to its loan modification cases. Respondent had some role in the loan modification cases as she was president of the Flahive Law Corporation and she also pled "no contest" to a misdemeanor violation of Civil Code section 2944.7 and all other charges against her were dismissed. The extent of her involvement determines whether her behavior constitutes moral turpitude or other misconduct warranting discipline.

The evidence is clear that Gregory Flahive and respondent owned and operated the Flahive Law Corporation. The Flahive Law Corporation had a business and a trust account. Only Gregory Flahive and respondent had check writing authority as their names were the only ones on the account for the corporation, though respondent testified that, after she joined the Flahive Law Corporation, she somehow lost control of the trust account.[9] She also participated in the Flahive Law Corporation marketing strategy as she appeared in television programs and ads touting the success of their loan modifications work. She credibly testified that Gregory gave her the script for the ads television programs. Respondent also credibly testified that, occasionally, she made a decision as to who was to be hired in Flahive Law Corporation[10] and that Gregory Flahive was the only person who made a decision as to which clients were entitled to refund checks.

Based on the evidence, the court concludes that respondent was the co-owner of the Flahive Law Corporation; however she had no control over the loan modification department.

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[9] There is not clear and convincing evidence that respondent had check writing authority over the merchant account for the Flahive Law Corporation or that, if she did, that she ever wrote checks on the account. The State Bar only produced two checks purportedly signed by her. Respondent testified that Gregory forged her initials. This court believes that if respondent had co-control over the trust account for the Flahive Law Corporation over a four-year period, the State Bar could have produced more than two checks bearing her initials.

[10] Respondent testified that, infrequently, Gregory would ask her to participate in an interview for a new hire for the purpose of giving an opinion as whether the person was a good match for the firm. However, Greg made the final decision.

Moreover, she did not spend much time in the Flahive Law Corporation office until Gregory left the organization in 2010 after their divorce and an avalanche of client complaints. She also had no decision-making authority as it related to the loan modification department.

That being said, as a co-owner and president of Flahive Law Corporation, respondent had a responsibility to see that the Flahive contracts were in compliance with SB 94. Respondent testified that Gregory Flahive told her that he had an ethics opinion that said that the contracts were in compliance and she believed him. This court believes that she is not free to rely on what her then ex-husband told her. She had some responsibility to do her own research on the issue because she was a co-owner. It is clear that respondent did participate in the Flahive Law Corporation's false advertising schemes as she did appear in ads and on television with Gregory touting the Flahive Law Corporation's success at obtaining loan modifications. However, she says that Gregory gave her the scripts and that until he left the Flahive Law Corporation she never had much to do with the loan modification department of the corporation. While respondent pled "no contest" to a misdemeanor violation of taking up-front fees in loan modification matters, the remaining charges were dismissed. Moreover, she was never charged in the 19 remaining grand theft charges of the indictment against her ex-husband Gregory Flahive and Michael Johnson.

Consequently, the court finds that the facts and circumstances surrounding respondent's 2012 misdemeanor violation of Civil Code section 2944.7 do not involve moral turpitude, but do involve other misconduct warranting discipline.

Aggravation[11]

Prior Record of Discipline (Std. 1.5(a).)

Respondent has a prior record of discipline. In Supreme Court order no. S200651 (State Bar Court case nos. 10-O-02067 (10-O-00257), discipline was imposed consisting of two years' stayed suspension and three years' probation on conditions including 60 days' actual suspension for violations of rule 4-100(A) and Civil Code section 2944.7 and Business and Professions Code section 6106.3 in six client matters occurring between approximately October 2009 and May 2010. The parties agreed that there were no aggravating factors. In mitigation, they stipulated to no prior discipline, candor and cooperation, remorse and family problems. As the instant criminal matter is largely based on the incidents included in the prior disciplinary matter, it is appropriate to analyze the level of discipline to recommend as suggested by *In the Matter of Sklar* (Review Dept. 1993) 2 Cal. State Bar Ct. Rptr. 602. Accordingly, the aggravating effect of this prior discipline is diminished as it is not indicative of respondent's inability to conform to ethical norms and the court will consider the totality of the findings in both cases to ascertain what the discipline would have been had the matters been brought as one case. (*Id.* at p. 619.)

Multiple Acts (Std. 1.5(b).)

Respondent committed multiple acts of misconduct.

Harm to Client/Public/Administration of Justice (Std. 1.5(f).)

Clients suffered significant harm due to respondent's failure to promptly return their bankruptcy filing fee.

[11] All references to standards (std.) are to the Rules of Procedure of the State Bar, title IV, Standards for Attorney Sanctions for Professional Misconduct.

Mitigation

As noted above, the court will consider the misconduct, aggravating and mitigating factors from the prior discipline in recommending the level of discipline in this matter.

Other

Respondent participated in the Folsom Convalescent Ministries for three years, reading to people in rest homes, and in the Boys' and Girls' Club, where she volunteered for six hours a week prior to her arrest in 2010.

Discussion

The purpose of State Bar disciplinary proceedings is not to punish the attorney, but to protect the public, to preserve public confidence in the profession, and to maintain the highest possible professional standards for attorneys. (*Chadwick v. State Bar* (1989) 49 Cal.3d 103, 111; *Cooper v. State Bar* (1987) 43 Cal.3d 1016, 1025; std. 1.1.)

Standard 1.7 provides that the appropriate sanction for the misconduct found must be balanced with any mitigating or aggravating circumstances, with due regard for the purposes of imposing discipline. If two or more acts of professional misconduct are found in a single disciplinary proceeding, the sanction imposed must be the most severe of the applicable sanctions. (Std. 1.7(a).) Discipline is progressive. However, the standards do not require a prior record of discipline as a prerequisite for imposing any appropriate sanction, including disbarment. (Std. 1.8.)

Standards 2.2(a) and 2.12(b) apply in this matter, allowing a range of disciplinary recommendations from reproval to suspension. The more severe sanction is prescribed by standard 2.2(a) which suggests three months' actual suspension for commingling entrusted and personal funds.

The Supreme Court gives the standards "great weight" and will reject a recommendation consistent with the standards only where the court entertains "grave doubts" as to its propriety. (*In re Silverton* (2005) 36 Cal.4th 81, 91, 92; *In re Naney* (1990) 51 Cal.3d 186, 190; std. 1.1.) Although the standards are not mandatory, they may be deviated from when there is a compelling, well-defined reason to do so. (*Bates v. State Bar* (1990) 51 Cal.3d 1056, 1061, fn. 2; *Aronin v. State Bar* (1990) 52 Cal.3d 276, 291; std. 1.1.)

This case involved one misdemeanor conviction for violating Civil Code section 2944.7, which the court found not to constitute moral turpitude in this instance, and one violation of rule 4-100(A) in one client matter. In aggravation, the court considered multiple acts of misconduct, harm and a prior disciplinary record whose aggravating effect was diminished. Mitigating circumstances included community service.

The State Bar recommends, among other things, one year's actual suspension.

As previously stated, the court will consider the totality of the findings in this and the prior disciplinary matter to ascertain what the discipline would have been had both matters been brought as one case. Accordingly, the court found instructive *In the Matter of Taylor, supra,* 5 Cal. State Bar Ct. Rptr. 221. In *Taylor*, the attorney was placed on actual suspension for six months and until restitution was made for charging illegal fees in eight client matters during a six-month period. Aggravating factors included multiple acts of misconduct, harm and indifference. The sole mitigating factor was evidence of good character, the weight of which was discounted. The instant case, along with the prior disciplinary record, presents similar misconduct over a similar period of time but more mitigation. Accordingly, the present matter merits similar discipline. Respondent has already served a 60-day actual suspension.

Having considered the facts and the law, the court believes that two years' stayed suspension with two years' probation on conditions, including 120 days' actual suspension and

compliance with her criminal probation conditions[12] will be sufficient to protect the public in this instance.

Recommendations

It is recommended that respondent Cynthia Renee Brown AKA Cynthia Renee Flahive, State Bar Number 207823, be suspended from the practice of law in California for two years, that execution of that period of suspension be stayed, and that respondent be placed on probation[13] for a period of two years subject to the following conditions:

1. Respondent Cynthia Renee Brown AKA Cynthia Renee Flahive is suspended from the practice of law for the first 120 days of probation.

2. Respondent must comply with the provisions of the State Bar Act, the Rules of Professional Conduct, and all of the conditions of respondent's probation.

3. Within 10 days of any change in the information required to be maintained on the membership records of the State Bar pursuant to Business and Professions Code section 6002.1, subdivision (a), including respondent's current office address and telephone number, or if no office is maintained, the address to be used for State Bar purposes, respondent must report such change in writing to the Membership Records Office and the State Bar's Office of Probation.

4. Within 30 days after 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. During the probation period, respondent must report in writing quarterly to the Office of Probation. The reports must be postmarked no later than each January 10, April 10, July 10, and October 10 of the probation period. Under penalty of perjury, respondent must state in each report whether respondent has complied with the State Bar Act, the Rules of Professional Conduct, and all of respondent's probation conditions during the preceding calendar quarter or applicable reporting period. If the first report would cover less than 30 days, no report is required at that time; however, the following report must cover the period of time from the commencement of probation to the end of that next quarter. In addition to all quarterly reports, a final

[12] Respondent's criminal probation conditions include making restitution to specified clients.

[13] The probation period will commence on the effective date of the Supreme Court order imposing discipline in this matter. (See Cal. Rules of Court, rule 9.18.)

report must be postmarked no earlier than 10 days before the last day of the probation period and no later than the last day of the probation period.

6. Subject to the assertion of applicable privileges, respondent must answer fully, promptly, and truthfully, any inquiries of the Office of Probation or any probation monitor that are directed to respondent personally or in writing, relating to whether respondent is complying or has complied with respondent's probation conditions.

7. Within one year after the effective date of the discipline herein, respondent must submit to the Office of Probation satisfactory evidence of completion of the State Bar's Ethics School and passage of the test given at the end of that session. This requirement is separate from any Minimum Continuing Legal Education (MCLE) requirement, and respondent will not receive MCLE credit for attending Ethics School. (Rules Proc. of State Bar, rule 3201.)

8. Respondent must comply with all conditions of respondent's criminal probation and must so declare under penalty of perjury in any quarterly report required to be filed with the Office of Probation. If respondent has completed probation in the underlying criminal matter, or completes it during the period of his disciplinary probation, respondent must provide to the Office of Probation satisfactory documentary evidence of the successful completion of the criminal probation in the quarterly report due after such completion. If such satisfactory evidence is provided, respondent will be deemed to have fully satisfied this probation condition.

9. At the expiration of the probation period, if respondent has complied with all conditions of probation, respondent will be relieved of the stayed suspension.

Multistate Professional Responsibility Examination

It is recommended that respondent be ordered to take and pass the Multistate Professional Responsibility Examination (MPRE) within one year after the effective date of the Supreme Court order imposing discipline in this matter and provide satisfactory proof of such passage to the State Bar's Office of Probation in Los Angeles within the same period.

California Rules of Court, Rule 9.20

It is further recommended that respondent be ordered to comply with the requirements of rule 9.20 of the California Rules of Court, and to perform the acts specified in subdivisions (a) and (c) of that rule within 30 and 40 days, respectively, after the effective date of the Supreme Court order in this proceeding. Failure to do so may result in disbarment or suspension.

Costs

It is recommended that costs be awarded to the State Bar in accordance with Business and Professions Code section 6086.10, and are enforceable both as provided in Business and Professions Code section 6140.7 and as a money judgment.

Dated: April _____, 2014

PAT E. McELROY
Judge of the State Bar Court