FILED MAY 5, 2015

STATE BAR COURT OF CALIFORNIA

HEARING DEPARTMENT - LOS ANGELES

In the Matter of	)	Case Nos.: **14-O-00482-PEM (14-O-03093)**
	)	
JOSEPH LYNN DeCLUE,	)	
	)	
Member No. 163954,	)	**DECISION**
	)	
A Member of the State Bar.	)	

Introduction[1]

In this contested disciplinary proceeding, respondent Joseph Lynn DeClue is charged with violating loan modification law in two client matters. This court finds, by clear and convincing evidence, that respondent is culpable of offering to perform a mortgage loan modification for a fee and collecting a fee prior to fully perform the services contracted to perform in violation of Civil Code section 2944.7, subdivision (a)(1).

Based on the serious nature and extent of culpability, as well as the applicable aggravating circumstances, the court recommends, among other things, that respondent be suspended from the practice of law for two years, that execution of suspension be stayed, that he be placed on probation for two years, and that he be actually suspended for six months and until he makes restitution.

[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.

Significant Procedural History

On September 25, 2014, 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). Respondent filed a response on February 2, 2015.

On February 18, 2015, the parties entered into a stipulation as to undisputed facts and the trial was held on February 18 and 20, 2015. On February 18, at the close of the case, the State Bar made an oral motion to amend. On the following day, the State Bar filed a formal motion to amend the NDC to conform to evidence admitted at trial. At the February 19 status conference, the court denied the motion, but stated it will consider evidence respondent proffered in aggravation as uncharged misconduct.

Deputy Trial Counsel Anand Kumar and Ann J. Kim represented the State Bar. Respondent represented himself. Following closing arguments on February 20, 2015, the matter was submitted.

Findings of Fact and Conclusions of Law

Respondent was admitted to the practice of law in California on April 6, 1993, and has been a member of the State Bar of California at all times since that date.

Background on Legislation Regulating Loan Modification (SB 94)[2]

In 2009, state laws were enacted to protect homeowners facing foreclosures. 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

[2] The background description of California Senate Bill number 94 (SB 94) is taken from the review department's opinion in *In the Matter of Taylor* (Review Dept. 2012) 5 Cal. State Bar Ct. Rptr. 221, 225-226.

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, Senate Bill No. 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);[3] 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).[4] The 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

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[3] 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.

[4] 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 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.

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.)

Background Facts

At all relevant times alleged herein, respondent was the owner and operator of Millenia Law Group (Millenia); in that capacity, respondent hired lawyers and a paralegal staff. In October 2012, he hired One World Alliance to manage his law firm. Respondent testified that he paid One World Alliance as much as $175,000 a month as management fees. The owners of One World Alliance were Robert Campoy and Andres Martinez, both of whom were nonlawyers.

A few years earlier, Campoy and Martinez operated a loan modification business called National Mitigation Services (NMS). In 2009 they met a lawyer named Jack Huang. After their meeting, attorney Huang opened a branch office in Corona under the fictitious business name Jack Law Group and commenced a loan modification practice, including bankruptcy cases. Campoy and Martinez closed NMS and notified their clients that their cases would be processed by Jack Law Group. Attorney Huang then hired Campoy and Martinez as co-managers of the Corona office, along with four to six loan modification processors from NMS.

By September 2011, attorney Huang realized he had lost control of the Corona office and decided to close it. But Campoy and Martinez ignored attorney Huang and continued to work under a new firm name of "MarCam Law Group" after associating with a new attorney, Charlotte Spadaro. In November 2012, attorney Spadaro was ordered inactive from the practice of law and subsequently disbarred in July 2013.

After respondent formed Millenia Law Group in October 2012, the firm took approximately 200 cases from the MarCam Law Group. MarCam and Millenia shared the same office address. MarCam Law Group went out of business when attorney Spadaro was disbarred.

In August 2014, attorney Huang was disciplined in part for aiding and abetting the unauthorized practice of law (UPL) by allowing nonlawyers Martinez and Campoy to practice law. (See *In the Matter of Huang* (Review Dept. 2014) 5 Cal. State Bar Ct. Rptr. 296 [three years' stayed suspension, three years' probation and two years' actual suspension and until restitution was paid and compliance with standard 1.2(c)(1) was met].)

Respondent read the Huang NDC filed in 2012 and was at all times aware of the activities of Campoy and Martinez. He interviewed them extensively before hiring their firm, One World Alliance, to manage his law firm precisely because he was aware of the attorney Spadaro's and Huang's trouble with the State Bar and their subsequent discipline.

Yet, respondent paid no heed to the warning signs of the demise of Spadaro's and Huang's business relationships with Campoy and Martinez. Within one year after respondent hired One World Alliance to manage his firm, the State Bar charged respondent with misconduct involving loan modification and failure to supervise his nonlawyer staff. He stipulated to the misconduct in December 2013. A year later, respondent is charged with additional misconduct involving loan modification as discussed below.

Case No. 14-O-00482 – The Ornelas Matter

Facts

On June 29, 2012, Juan and Teresa Ornelas (the Ornelases) entered into a retainer agreement with the MarCam Law Group to perform home mortgage loan modification services and paid an advanced legal fee of $3,000 to the MarCam. The retainer agreement provided that the Ornelases would pay MarCam a monthly maintenance case management fee of $500. In the fall of 2012, MarCam ceased doing business as the principal attorney Spadaro was ordered inactive and subsequently disbarred. Respondent's firm, Millenia, took over representation of

MarCam's clients, including the Ornelases. The Ornelases did not enter into a separate retainer agreement with respondent.

Between November 26, 2012, and May 7, 2013, respondent charged and collected a total of $2,000 in fees from the Ornelases under the MarCam retainer agreement for performance of loan modification services, as follows:

Date Charged	*Amount*	*Method of Payment*
11/ 26/2012	$500	Credit Card
12/6/2012	$500	Credit Card
1/28/2013	$500	Credit Card
5/7/2013	$500	Check
Total Collected:	*$2,000*	

Teresa Ornelas credibly testified that she did not receive notice that Millenia took over her case until she was late with a payment. When she received notice about being late with a payment she went down to the Millenia's office and wrote a check and signed a credit card authorization form to Millenia.

The Ornelases were not provided any loan modification services of any value and never received a loan modification. They requested a refund of their $2,000. Respondent refunded them $500 in 2015.

Conclusions

Count 1 - (§ 6106.3 subd. (a) [Violation of Civil Code section 2944.7, subd. (a)(1)])

Section 6106.3, subdivision (a) provides that an attorney's conduct in violation of Civil Code section 2944.7 constitutes cause for the imposition of discipline.

Respondent presented several arguments in his defense. According to respondent, his involvement with MarCam was limited to assisting attorney Spadaro to finish existing cases after

her disbarment and Millenia only did litigation in the area of foreclosure. Respondent claimed that the Ornelases were not his clients. He also claimed that the only money he owed the Ornelases was the $500 for the check they wrote in May 2013 because that was the only money he personally received from them. He testified that Campoy and Martinez set up a separate bank account as managers of Millenia of which he had no knowledge and while acting outside the scope of their authority as employees of his firm took money from the Ornelases.

However, respondent admitted that he took over the MarCam caseload, ignoring its problems as a caveat to his own predicament. He did not deny that the Ornelases signed a credit card authorization form to his law firm. Moreover, he could not deny that a loan modification packet was sent to the bank with his law firm's name on the packet.

In light of these facts, the court finds his arguments without merit and his claims to be incredulous. The Ornelases were his clients, respondent received $2,000 for performance of loan modification services, and respondent did not provide any loan modification services of any value.

Therefore, by negotiating, arranging, or offering to perform a mortgage loan modification for a fee from the Ornelases, and thereafter collecting $500 from the Ornelases on December 6, 2012, December 11, 2012, January 28, 2013, and May 7, 2013, for a total of $2,000, before respondent had fully performed each and every service respondent had been contracted to perform or represented he would perform, in violation of Civil Code, section 2944.7, subdivision (a)(1), respondent willfully violated section 6106.3, subdivision (a).

Case No. 14-O-03093 – The Andinyan Matter

Facts

On May 21, 2013, Sarkis Andinyan employed Millenia to provide loan modification services for him. Andinyan credibly testified that his home was never in foreclosure and all he

wanted was help with a loan modification. When he retained the services of Millenia, his first interview was with Paul Vierra, a paralegal in Millenia. Vierra told him that in order to get a loan modification he would have to engage in litigation. He gave Vierra $4,000 to begin the process of getting a loan modification. Millenia submitted a loan modification request that was denied.

After the denial of the loan modification request, Andinyan made another appointment with Vierra. Vierra told him that in order to get a loan modification, Millenia was going to have to pursue litigation. To this end, in September 2013, Andinyan entered into a new fee agreement with Millenia to pursue litigation against his lender in order to get a loan modification. He agreed to pay $6,000 and a monthly fee of $1,000 beginning November 2013.

Andinyan paid Millenia $6,000 on September 27, 2013. Between November 1, 2013, and January 8, 2014, Andinyan paid Millenia three payments of $1,000. Thus, between May 2013 and January 2014, Andinyan paid Millenia a total of $13,000 in fees.

Respondent filed an action on Andinyan's behalf on November 14, 2013. The lender responded with a demurrer filed on January 14, 2014, with a hearing date of September 2, 2014. After Andinyan made his third payment in January, he contacted Millenia and asked to speak with Vierra. He was told that Vierra no longer worked there. He was told to talk to respondent. He made an appointment with respondent. At that appointment he was told that Vierra's contract was no longer valid. He reiterated to respondent that all he wanted was a loan modification. Respondent tried to talk him into pursuing litigation at a cost of at least $95,000. Andinyan told respondent to drop all litigation and asked him to refund his money.

To date, Andinyan has received only $3,000 of the $13,000 he paid respondent. The only reason he has received $3,000 is he put a stop payment on his credit card.

Conclusions

Count 2 - (§ 6106.3 subd. (a) [Violation of Civil Code section 2944.7, subd. (a)(1)])

Here again respondent claimed that One World Alliance took Andinyan's money and he never saw a cent of it. He testified that the first time he got an inkling that One World Alliance was taking Andinyan's money was when he got a copy of Andinyan's email to the State Bar through discovery. He further claimed that the receipts his office produced were not his even though the receipts were from Millenia.

Respondent was paying One World Alliance upwards of $175,000 a month to manage his law firm. It is incredible that respondent took no interest in the way One World Alliance was managing his firm. Thus, the court rejects his claims.

There is clear and convincing evidence that respondent entered into an agreement with Andinyan to attempt to negotiate a mortgage loan modification or other form of mortgage loan forbearance for a fee for Andinyan, and collected $4,000 from Andinyan on May 21, 2013. On September 27, 2013, respondent entered into a second agreement with Andinyan to attempt to negotiate a mortgage loan modification or other form of mortgage loan forbearance for Andinyan, and collected $6,000 from Andinyan on September 27, 2013, and an additional $3,000 vis-a-vis payments of $1,000 each on or about November 13, 2013, December 10, 2013, and January 8, 2014, respectively.

Therefore, by entering into both agreements before he had fully performed each and every service respondent had been contracted to perform, in violation of Civil Code, section 2944.7, subdivision (a)(1), respondent willfully violated section 6106.3, subdivision (a).

Aggravation[5]

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

Respondent has one prior record of discipline.

On April 25, 2014, the Supreme Court ordered that respondent be suspended from the practice of law for two years, stayed, and placed on probation for two years. His misconduct involved loan modification in two client matters in 2012 and 2013. Respondent failed to supervise an employee (Rules Prof. Conduct, rule 3-110(A) and violated loan modification law (Bus. & Prof. Code, §6106.3). (California Supreme Court case No. S215978; State Bar Court case Nos. 13-O-11459 et al.).) Respondent and the State Bar entered into a stipulation in this matter.

Because respondent's misconduct in the prior matter occurred contemporaneously with the current misconduct in 2012 and 2013, the court assigns limited aggravating weight to respondent's prior record. (See *In the Matter of Sklar* (Review Dept. 1993) 2 Cal. State Bar Ct. Rptr. 602, 618-619 [diminished aggravating weight for two acts of contemporaneous misconduct charged in separate cases]; and *In the Matter of Jensen* (Review Dept. 2013) 5 Cal. State Bar Ct. Rptr. 283, 289.)

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

Respondent's violation of the loan modification law significantly harmed his clients. Andinyan testified that the money ($10,000) he gave respondent could have been used toward his mortgage payments, medical bills and his kid's tuition. Teresa Ornelas could use the money ($1,500) to pay back a debt or to hire someone who was really going to help them. Thus,

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

respondent harmed his clients by depriving them of their money when they were financially vulnerable. (*In the Matter of Huang, supra,* 5 Cal. State Bar Ct. Rptr. 296, 305.)

Failure to Make Restitution (Std. 1.5(i).)

Respondent failed to return unearned fees of a total of $11,500 to two clients.

Other (Uncharged Misconduct)

At the end of trial, the court denied the State Bar's motion to amend the NDC but indicated that it would consider respondent's evidence in aggravation as uncharged misconduct. (*Edwards v. State* Bar (1990) 52 Cal.3d 28, 35-36 [evidence of uncharged misconduct was relevant to establish a circumstance in aggravation].) Specifically, based on respondent's own evidence and testimony at trial, the court finds that respondent is culpable of the following uncharged misconduct in aggravation:

(1) Respondent failed to perform services competently in willful violation of rule 3-110(A) by failing to supervise his nonattorney staff and thereby allowing them to practice law by entering into an attorney services agreement with the Ornelases on his behalf, receiving legal fees from the Ornelases and Andinyan, and providing loan modification services to the two clients, including providing legal service to Andinyan regarding his eligibility for a loan modification and wrongful foreclosure litigation; and

(2) Respondent aided his office staff, who were at no time licensed to practice law in California, in UPL by providing his staff with access and control in managing and operating his law firm, Millenia, without adequate supervision and turning over his attorney responsibilities to his staff, including initial legal consultation and providing legal advice to Andinyan, charging and collecting legal fees, and performing loan

modification services for Ornelases and Andinyan, in willful violation of rule 1-300(A).

In the State Bar's motion to amend the NDC, it also alleged that respondent willfully violated section 6105[6] by lending his name to be used as attorney by his office staff and by allowing them to operate Millenia as a loan modification law practice under his name and law license. The court does not consider these acts as uncharged misconduct in aggravation warranting increased discipline because these same acts have already been found as aggravation in support of the uncharged misconduct of aiding and abetting nonattorney to engage in UPL in willful violation of rule 1-300(A). (See *In the Matter of Valinoti* (Review Dept. 2002) 4 Cal. State Bar Ct. Rptr. 498, 523-526.)

Mitigation

Respondent did not establish any mitigating circumstances by clear and convincing evidence. (Std. 1.6.)

Discussion

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

In determining the appropriate level of discipline, the court looks first to the standards for guidance. (*Drociak v. State Bar* (1991) 52 Cal.3d 1095, 1090; *In the Matter of Koehler* (Review Dept. 1991) 1 Cal. State Bar Ct. Rptr. 615, 628.) The Supreme Court gives the standards "great weight" and will reject a recommendation consistent with the standards only where the court

[6] Section 6105 provides that lending his name to be used as attorney by another person who is not an attorney constitutes a cause for disbarment or suspension.

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.) 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.)

Standard 1.7(a) provides that, when a member commits two or more acts of misconduct and the standards specify different sanctions for each act, the most severe sanction must be imposed.

However, standard 1.7(b) provides that if aggravating circumstances are found, they should be considered alone and in balance with any mitigating circumstances, and if the net effect demonstrates that a greater sanction is needed to fulfill the primary purposes of discipline, it is appropriate to impose or recommend a greater sanction than what is otherwise specified in a given standard. On balance, a greater sanction is appropriate in cases where there is serious harm to the client, the public, the legal system, or the profession and where the record demonstrates that the member is unwilling or unable to conform to ethical responsibilities in the future.

Standard 2.14 provides that actual suspension or disbarment is appropriate for any violation of a provision of Article 6 of the Business and Professions Code, not otherwise specified in the Standards.

The State Bar urges that respondent be suspended from the practice of law for two years, stayed, that he be placed on probation for two years, and that he be actually suspended for six months and until he makes restitution, citing *In the Matter of Taylor* (Review Dept. 2012) 5 Cal. State Bar Ct. Rptr. 221 in support of its recommendation.

Respondent argues that his disciplinary matter should be dismissed because he is not culpable of any misconduct. The court finds his arguments without merit.

In *In the Matter of Taylor* (Review Dept. 2012) 5 Cal. State Bar Ct. Rptr. 221, the attorney was found culpable of violating mortgage loan modification laws in eight client matters. He only had one factor in mitigation (good character), which the court assigned only modest mitigating credit. But his three factors in aggravation were significant – multiple acts of misconduct, significant harm, and lack of remorse. The attorney took advantage of his clients' financial desperation and exploited his fiduciary position by repeatedly charging upfront fees for loan modification services that the new laws prohibited. For years he failed to provide full refunds to his clients. Particularly egregious was his denial of any wrongdoing and refusal to accept any responsibility for his misconduct. The attorney knew about the loan modification laws and was aware of the State Bar ethics alert posted on the State Bar's website, informing the public and members of the State Bar that SB 94 prohibits attorneys from charging or collecting legal fees for loan modification services prior to the completion of those services. Yet, he purposely ignored the warnings, made a calculated business decision to subvert the public protection purposes of SB 94, and collected illegal fees for his loan modification services. Given his multiple violations of loan modification laws designed to protect the public and his lack of insight into his misconduct, Taylor was suspended for two years, stayed, and placed on probation for two years, with an actual suspension of six months and until he made restitution to the clients he harmed.

Similarly, respondent's misconduct in his prior and current matter involved violation of loan modification law. He, too, purposely ignored SB 94; made a calculated business decision to hire One World Alliance despite its questionable past; and collected fees before performing any loan modification services. Furthermore, respondent failed to supervise his employees and aided and abetted his staff and One World Alliance in UPL. While "an attorney cannot be held

responsible for every detail of office procedure, he must accept responsibility to supervise the work of his staff." (*Vaughn v. State Bar* (1972) 6 Cal.3d 847, 857.)

As discussed previously, because respondent's misconduct in the prior two client matters occurred contemporaneously with the current misconduct in 2012 and 2013, the aggravating effect of his prior discipline is diminished as it is not indicative of respondent's inability to conform to ethical norms. Thus, 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. (*In the Matter of Sklar, supra,* 2 Cal. State Bar Ct. Rptr. 602, 619.)

Here, respondent committed multiple acts of misconduct to the detriment of his clients. He has failed to return unearned fees of $11,500 to two clients in this matter and failed to supervise his nonattorney staff and violated loan modification law in both prior and instant matters.

Accordingly, having considered the misconduct, the aggravating circumstances, as well as the case law and the standards, this court concludes that a six-month actual suspension and until he makes restitution will adequately protect the public and preserve the integrity of the legal profession.

Recommendations

It is recommended that respondent Joseph Lynn DeClue, State Bar Number 163954, be suspended from the practice of law in California for two years, execution of that period of suspension be stayed, and respondent be placed on probation[7] for two years subject to the following conditions:

[7] 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.)

1. Respondent is suspended from the practice of law for a minimum of the first six months of probation, and respondent will remain suspended until the following requirement(s) are satisfied:

    a. Respondent must make restitution to the following payees (or reimburse the Client Security Fund, to the extent of any payment from the fund to the payees, in accordance with Business and Professions Code section 6140.5) and furnish proof to the State Bar's Office of Probation in Los Angeles:

        (1) Juan and Teresa Ornelas in the amount of $1,500 plus 10 percent interest per year from June 29, 2012; and

        (2) Sarkis Andinyan in the amount of $10,000 plus 10 percent interest per year from January 8, 2013.

    b. If respondent remains suspended for two years or more as a result of not satisfying the preceding requirement(s), he must also provide satisfactory proof to the State Bar Court of his rehabilitation, fitness to practice and present learning and ability in the general law before his actual suspension will be terminated. (Rules Proc. of State Bar, tit. IV, Stds. for Atty. Sanctions for Prof. Misconduct, std. 1.2(c)(1).)

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 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.

4. 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.

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 of the conditions of respondent's probation during the preceding calendar quarter. In addition to all quarterly reports, a final report, containing the same information, is due no earlier than 20 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. 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 Exam

It is not recommended that respondent be ordered to take and pass the Multistate Professional Responsibility Examination (MPRE) because he was previously ordered to do so in S215978.

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: May _____, 2015

PAT McELROY
Judge of the State Bar Court