PUBLIC MATTER

STATE BAR COURT OF CALIFORNIA

HEARING DEPARTMENT - LOS ANGELES

In the Matter of	)	Case Nos.: **14-O-00897 YDR**
	)	
CARI DONAHUE,	)	**AMENDED DECISION**
	)	
Member No. 273436	)	
	)	
A Member of the State Bar.	)	

Introduction[1]

In this matter, Cari Donahue ("Respondent") is charged with the following misconduct: (1) one count of violating section 6106.3 (accepting an illegal advanced fee in violation of Civil Code section 2944.7(a)(1); (2) one count of violating rule 4-100(A) (failure to deposit and maintain client funds in trust account); (3) one count of violating rule 4-100(B)(4) (failure to pay client funds promptly); (4) one count of violating section 6106 (moral turpitude-misappropriation); and (5) one count of violating rule 4-100(B)(3) (failure to render accounts of client funds). Since Respondent stipulated to culpability with respect to counts one, two, three and five, the Office of the Chief Trial Counsel of the State Bar of California ("State Bar") had only the burden of proving the Count Four charges by clear and convincing evidence. This court finds that the State Bar met its burden of proof. Accordingly, this court finds by clear and convincing evidence that Respondent is culpable of the above-referenced misconduct charged in each of the five counts of the Notice of Disciplinary Charges ("NDC").

[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.

Based on the nature and extent of Respondent's culpability, as well as the applicable aggravating and mitigating circumstances, this court recommends, among other requirements, that Respondent be actually suspended from the practice of law for a minimum period of two years and until she makes restitution to Tony and Ghalia Karam in the amount of $13,500 plus interest; and until she complies with the Rules of Procedure of the State Bar, title IV, Standards For Attorney Sanctions for Professional Misconduct, standard 1.2(c)(1).

Significant Procedural History

The State Bar initiated this proceeding by filing an NDC in case number 14-O-00897 on February 11, 2015. Respondent's former counsel filed a response to the NDC on March 9, 2015.

Trial took place December 1, 2015. The State Bar was represented by Deputy Trial Counsel Diane J. Meyers, Esq. Respondent has been represented by two counsel in this matter. Initially, Respondent was represented by Terry John Walker, Esq. Edward Lear, Esq., substituted in as Respondent's counsel on October 13, 2015. During the period that Mr. Walker was counsel of record, the parties filed a Stipulation as to Facts and Admission of Documents on September 10, 2015 ("Stipulation"). The matter was submitted for decision December 9, 2015, and the parties filed their respective closing argument briefs on or before January 5, 2016.

Findings of Fact and Conclusions of Law

Respondent was admitted to the practice of law in California on or about December 6, 2010, and has been a member of the State Bar of California at all times since that date. These findings of fact are based on the record, evidence admitted at trial, and facts set forth by the parties in their factual Stipulation.[2]

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[2] The Stipulation filed on September 10, 2015, was executed by Respondent, Deputy Trial Counsel Meyers and Respondent's first lawyer. Notwithstanding the fact that Respondent executed the Stipulation, she gave testimony at trial that seemed to contradict certain facts contained in her executed Stipulation. If Respondent sought to amend or omit certain of the facts

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Facts

Before graduating from law school, Lennie Alzate started working with two non-attorneys, Rey Mendez and Robert Edgemonte in a law firm which handled loan modification cases. In February 2011, she registered the law firm of Pacific Coast Law Group APC as a corporation and changed the name to Westside Law Group in April 2011. During January 2012, Ms. Alzate stopped taking new clients at the WLG and left WLG sometime that year.

Respondent started working as an appearance attorney for WLG in 2012. Later, that year she began to manage the Carlsbad office.

On June 19, 2012, Tony Karam ("Mr. Karam") entered into a written fee agreement with Respondent and Westside Law Group ("WLG") for WLG to represent Mr. Karam and his wife, Ghalia Karam (collectively "the clients"), relating to two loans against their residence, one with Bank of America ("BOA") and one with J.P. Morgan Chase Bank ("Chase"). At the time of the retention, Mr. Karam had a pending loan modification offer from BOA but a final agreement had not been reached.

Between June 19, 2012 and December 19, 2012, Mr. Karam paid a total of $5,000 to Respondent as advanced fees for pre-litigation services and loan modification services before Respondent fully performed the agreed-upon services. Although Respondent's fee agreement stated that monthly invoices detailing the services performed and costs charged would be issued to the clients by the 15th of each month, from June 2012 through December 2012, Respondent did not provide the clients with monthly invoices. In or about January 2013, Respondent provided the clients with an invoice reflecting services performed between December 17, 2012 and January 2013.

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to which she stipulated, Respondent should have filed a motion or stipulation for relief from the September 10, 2015 stipulation of facts, as required under rule 5.54(C). As such, any of Respondent's testimony that contradicts any of her stipulated facts, is inadmissible. (See rule 5.54(B).)

On July 7, 2012, WLG, through a non-attorney employee, received a check for $8,500 from Mr. Karam which was earmarked for payment of the clients' second mortgage with Chase if Chase would accept the clients' proposed compromise of the balance due on the clients' Chase loan. On the same date, the non-attorney gave Mr. Karam a receipt which stated that the $8,500 would be returned to Mr. Karam if Chase did not accept the $8,500 as a compromise. Ultimately, Chase refused to accept the $8,500 in compromise of the disputed balance.

At the time the $8,500 was received, neither Respondent nor WLG had an existing client trust account and consequently, there were no office procedures regarding the handling of client trust funds. Because Respondent was not adequately supervising WLG's employees or WLG's bank accounts, the $8,500 was not deposited into a client trust account. Instead, on July 9, 2012, the $8,500 check was deposited into WLG's business account at Wells Fargo Bank in the name of the non-attorney, dba WLG Law Group (the "WLG account"). Within two days of the deposit, all of the $8,500 had been withdrawn from WLG's business account.

By letter dated December 12, 2012, Respondent advised Mr. Karam that she was starting her own solo practice, Westside Law APC, effective January 15, 2013. Respondent further advised Mr. Karam that her solo practice would "resume" his pre-litigation efforts with his mortgage servicers.

On or about April 15, 2013, Mr. Karam emailed a non-attorney employee at WLG and asked that the $8,500 be returned, as Mr. Karam wanted to use the money for other purposes and he was losing interest on the money. The $8,500 was not returned to Mr. Karam.

After Respondent's representation of the clients terminated during August 2013, Respondent did not provide any accounting to the clients which detailed all of the services performed for the $5,000 paid in advance fees. Nor did Respondent provide an accounting for the $8,500 earmarked to pay the loan with Chase. Letters about the termination of the representation received by the clients from Respondent's office in August 2013 and September 2013, indicated that the clients had a $4,500 refund due to them from the $8,500, but the clients did not receive any refund from Respondent. Subsequently, Respondent claimed that the clients

owed fees to Respondent and Respondent proposed to the clients that the fee dispute be mediated.

In or about October 2013, the clients employed another attorney to obtain a full accounting and a refund from Respondent, but the clients' new attorney did not receive a full accounting or a refund from Respondent. Ultimately, Respondent and the clients were unable to agree to a mediator.

On October 28, 2013, and on December 2, 2013, Respondent filed small claims actions against the clients alleging that $4,500 was owed to Respondent for legal services. Later, Respondent dismissed each small claims action, without prejudice.

In January 2014, Mr. Karam submitted a complaint to the State Bar of California against Respondent regarding the representation and the money due to the clients.

Respondent filed a civil action in the San Diego County Superior Court against the clients on May 6, 2015, alleging that the clients owed fees to Respondent from the $8,500 received from the clients and seeking to interplead the $8,500 with the Superior Court. The clients employed another attorney to defend the action venued in the San Diego Superior Court.

In September 2015, Respondent acknowledged, in hindsight, that because the $8,500 was earmarked for payment of the loan with Chase, and because none of the $8,500 was used for that purpose, the $8,500 should have been promptly returned to the clients and not interpled.

Respondent has not paid the clients for either the $8,500 earmarked for the payment of the Chase loan, nor the $5,000 in advanced fees paid to Respondent and WLG. Although she could do so, Respondent has not yet paid the clients the $8,500 in entrusted funds because she is negotiating a mutual release from the clients in consideration for the clients' receipt of the $8,500 in entrusted funds.

Conclusions of Law

Count One – Section 6106.3 [Violation of Civ. Code section 2944.7(a)(1) Illegal Advanced Fee]

In Count One, the State Bar charges that by receiving $5,000 from her clients between June 19, 2012 and December 19, 2012, to perform loan modification or loan forbearance services, yet by failing to fully perform such services before receipt of the $5,000 advanced fees, Respondent willfully violated Business and Professions Code section 6106.3.

Respondent stipulated to culpability charged under Count One of the NDC. Specifically, in the September 10, 2015 Stipulation, Respondent unequivocally stated she received $5,000 in advanced fees from the clients between June 9, 2012 and December 19, 2013, for pre-litigation services and loan modification services before fully performing the agreed-upon services. By so stipulating, Respondent admitted that she violated Civil Code section 2944.7, in willful violation of Business and Professions Code, section 6106.3. (Stipulation, p. 5)

Count Two – Rule 4-100(A) [Failure To Deposit and Maintain Client Funds in Trust Account]

In Count Two, the State Bar charges that in willful violation of rule 4-100(A), Respondent failed to deposit and maintain in a client trust account, funds in the amount of $8,500 that she received on behalf of the Karams for payment of their second mortgage with Chase.

Respondent stipulated to culpability as charged under Count Two of the NDC. Specifically, Respondent stipulated that as to the $8,500 received from the clients to pay their Chase mortgage, Respondent, by failing to properly supervise Westside Law Group's employee and account, "failed to deposit and maintain funds received for the benefit of the clients in a bank account labeled 'Trust Account,' 'Client's Funds Account', in willful violation of rule 4-100(A)

of the Rules of Professional Conduct." (Stipulation, p. 5). Respondent is culpable of willfully violating rule 4-100(A).

Count Three – Rule 4-100(B(4)) [Failure to Pay/Deliver Client Funds Promptly]

Rule 4-100(B)(4) requires an attorney to promptly pay or deliver, as requested by the client, any funds, securities, or other properties in the attorney's possession which the client is entitled to receive. In Count Three of the NDC, the State Bar charges that by receiving an $8,500 check earmarked to pay her clients, the Karams' second mortgage, and by failing to return any of the funds to the Karams when they requested that she do so, Respondent willfully violated rule 4-100(B)(4).

As to Count Three, Respondent stipulated to the willful violation of rule 4-100(B)(4) by stating that after the clients requested the return of the $8,500 in August 2013, she "failed to pay promptly, as requested by Respondent's clients, any portion of the $8,500 in Respondent's possession which the clients were entitled to receive." (Stipulation, p. 5) Respondent is culpable of willfully violating rule 4-100(B)(4).

Count Four – § 6106 [Moral Turpitude- Misappropriation]

Section 6106 provides, in part, that the commission of any act involving dishonesty, moral turpitude, or corruption constitutes cause for suspension or disbarment. In Count Four, the State Bar charges that by failing to return to her clients the $8,500 forwarded to Respondent by her clients for payment of their second Chase mortgage, Respondent was dishonest or grossly negligent in misappropriating the $8,500 for Respondent's own purposes. Count Four charges Respondent willfully violated section 6106 by committing an act involving moral turpitude, dishonesty, or corruption.

Respondent stipulated that on June 19, 2012, she and Westside Law Group entered into a written fee agreement to represent the clients in connection with a loan modification matter. (Stipulation, p. 3, Fact No. 2.) Respondent further stipulated that Westside Law Group received the $8,500 check from Mr. Karam on July 7, 2012. (Stipulation, p. 3, Fact No. 5.) Respondent also stipulated that she did not manage or properly supervise the non-attorneys or the WLG law firm accounts. (*Id.*)

At trial, Respondent's testimony at times seemed to contradict her stipulated facts. Such testimony is not admissible. (Rules of Proc., rule 5.54(B)). Most importantly, Respondent testified at trial that she is responsible for payment of the entrusted funds to the clients because she was the manager and owner of the Westside Law APC firm, the firm Respondent began to operate on January 15, 2013.[3] By totally abdicating her ethical obligations and by failing to supervise the non-attorneys who managed WLG and later, Westside Law APC, Respondent was grossly negligent. Respondent's gross negligence is an act involving moral turpitude that resulted in the misappropriation of the clients' entrusted funds in violation of section 6106.

Count Five – Rule 4-100(B)(3) [Failure To Render Accounts of Client Funds]

In Count Five, the State Bar charges that in willful violation of rule 4-100(B)(3), Respondent failed to render an accounting to her clients with respect to the $5,000 she received from them as advanced fees between June 19, 2012 and December 19, 2012. Count Five further charges that Respondent failed to render an accounting to her clients with respect to the $8,500 she received that was earmarked to pay the clients' second mortgage with Chase Bank. Respondent's employment was terminated on August 15, 2013, however when her clients, on or about October 8, 2013, requested that Respondent render an accounting, she failed to do so.

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[3] Neither the record nor Respondent did not state how she obtained the entrusted funds.

Respondent stipulated to culpability for the willful violation of rule 4-100(B)(3), as charged under Count Five, by stipulating that as to the $13,500 collected from the clients, "[R]espondent failed to render appropriate accountings to the clients regarding those funds" after Respondent's employment terminated August 15, 2013. Respondent is culpable of willfully violating rule 4-100(B)(3).

Aggravation

The State Bar bears the burden of proving aggravating circumstances by clear and convincing evidence. (Rules Proc. of State Bar, Standards for Atty. Sanctions for Prof. Misconduct[4], Std. 1.5) The court finds the following with regard to aggravating factors.

Multiple Acts of Misconduct (Std. 1.5(b).)

Respondent has been found culpable on the five counts of misconduct charged in the instant proceeding. Respondent's commission of multiple acts of misconduct is an aggravating factor.

Significant Harm To Clients (Std. 1.5(j).)

Respondent's misconduct significantly harmed her clients. They were not only harmed by Respondent's failure to promptly pay them the Chase funds that they were due, but they were also harmed by the fact that they had to obtain representation in connection with the lawsuits Respondent filed against them because Respondent mistakenly believed that she was owed attorney's fees that should be paid from the entrusted Chase funds. The significant harm Respondent inflicted upon her clients is another aggravating factor.

Failure To Make Restitution (Std. 1.5(m).)

Respondent stipulated that the Karams are entitled to repayment of the $8,500 Chase second mortgage payment that Respondent received. Yet, as of the commencement of trial,

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[4] All further references to standards are to this source.

Respondent had yet to pay her clients the $8,500 to which they are entitled. Nor have Respondents' clients been reimbursed for the $5,000 in illegal advanced fees that they paid. (*See In the Matter of Taylor* (Review Dept. 2012) 5 Cal. State Bar Ct. Rptr. 221, 225.)

Respondent's failure to pay any restitution to the Karams is an aggravating factor.

Uncharged Misconduct (Std. 1.5(h)

The State Bar urges the court to consider certain uncharged misconduct as an aggravating factor. Specifically, the State Bar argues that Respondent's failure to properly supervise the non-attorneys' handling of the clients' matter was reckless and amounted to a failure to perform legal services competently, in violation of Rules of Professional Conduct, rule 3-110(A), and an act of moral turpitude, in violation of section 6106. (State Bar Closing Brief, p. 14-15.) Under these circumstances, where Respondent's testimony regarding her lack of supervision of the non-attorneys was introduced for the purpose of inquiring into the charged misconduct rather than attempting to show an independent ethical violation, it is appropriate to consider this uncharged misconduct as an aggravating factor. (*See Edwards v. State Bar* (1990) 52 Cal.3d 28, 36; *In the Matter of Dixon* (Review Dept. 1999) 4 Cal. State Bar Ct. Rptr. 23.)

Mitigation

It is Respondent's burden to prove mitigating circumstances by clear and convincing evidence. (Std. 1.6.) The court finds the following with regard to mitigating factors.

No Prior Record (Std. 1.6(a))

Although Respondent has no prior record of discipline, she is not entitled to any mitigation credit for her years of discipline-free practice because Respondent only practiced law for about a year and half before the time of her initial misconduct in 2012. (*In the Matter of Hertz* (Review Dept. 1991) 1 Cal. State Bar Ct. Rptr. 456, 473 [four years of practice prior to misconduct is not long enough to give rise to mitigation credit].)

Cooperation (Std. 1.6(e))

Respondent is entitled to significant mitigation credit for cooperating with the State Bar by entering into an extensive stipulation of facts which assisted the State Bar in prosecution of this case. (Std. 1.6(e)). In addition to stipulating to facts which were easily provable, the Court affords Respondent significant mitigation cooperation credit for stipulating to culpability on four of the five counts at issue. (*In the Matter of Johnson* (Review Dept. 2000) 4 Cal. State Bar Ct. Rptr. 179, 190 [where appropriate, more extensive weight in mitigation is accorded to those who admit to culpability as well as facts]; *Silva-Vidor v. State Bar* (1989) 49 Cal.3d 1071, 1079 [mitigation credit was given for entering into a stipulation as to facts and culpability].)

Character Evidence (Std. 1.6(f))

Respondent presented six declarations containing good character evidence from individuals who have known her since middle school, high school and/or law school at Chapman University School of Law. Each declarant indicated she or he has known Respondent for a number of years. Two of Respondent's good moral character declarants are attorneys. Both of the attorney declarants considered Respondent trustworthy. This evidence from members of the bar is entitled to greater consideration than nonlawyers because lawyers are interested in maintaining the administration of justice. (*In the Matter of Riordan* (Review Dept. 2007) 5 Cal. State Bar Ct. Rptr 41, 50).

The declarants stated that Respondent was honest, upfront, truthful and not likely to engage in deceitful conduct. They were familiar with the charged misconduct because they read the NDC. Most of the declarants stated they were shocked at the allegations which they believed to be inconsistent with Respondent's behavior.

Respondent is entitled to moderate credit for the character witness evidence from these attorneys and colleagues.

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.)

In determining the level of discipline, the court looks first to the standards for guidance. *(Drociak v. State Bar* (1991) 52 Cal.3d 1085, 1090; *In the Matter of Koehler* (Review Dept. 1991) 1 Cal. State Bar Ct. Rptr. 615, 628.) Second, the court looks to decisional law. *(Snyder v. State Bar* (1990) 49 Cal.3d 1302, 1310-1311; *In the Matter of Taylor* (Review Dept. 1991) 1 Cal. State Bar Ct. Rptr. 563, 580.)

Standard 1.7(a) provides that if 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. Standard 1.7 further states that if aggravating or mitigating circumstances are found, they should be considered alone and in balance with any aggravating or mitigating factors.

In this case, the standards call for the imposition of sanctions ranging from actual suspension to disbarment. (Stds. 2.1(b), 2.3(a), 2.2 (b), 2.2 (a), 2.11.) The most severe sanction is found at standard 2.11 which recommends actual suspension or disbarment for an act of moral turpitude, fraud or dishonesty, intentional or grossly negligent misrepresentation(s). The degree of sanction is dependent upon the magnitude of the misconduct.

However, the standards "do not mandate a specific discipline." (*In the Matter of Van Sickle* (Review Dept. 2006) 4 Cal. State Bar Ct. Rptr. 980, 994.) It has long been held that the court is "not bound to follow the standards in talismanic fashion. As the final and independent arbiter of attorney discipline, [the Supreme Court is] permitted to temper the letter of the law with considerations peculiar to the offense and the offender." (*Howard v. State Bar* (1990)

51 Cal.3d 215, 221-222.) Yet, while the standards are not binding, they are entitled to great weight. (*In re Silverton* (2005) 36 Cal.4th 81, 92.)

The State Bar has requested that Respondent be disbarred. Respondent, on the other hand, argued that a six month actual suspension is appropriate. In determining the appropriate level of discipline, this court is guided by *Lipson v. State Bar* (1991) 53 Cal.3d 1010, *Lawhorn v. State Bar* (1987) 43 Cal.3d 1357 and *In the Matter of Phillips* (Review Dept. 2001) 4 Cal. State Bar Ct. Rptr. 315.

In *Lipson v. State Bar*, *supra*, 53 Cal.3d 1010, the Supreme Court suspended an attorney for two years and until he satisfied the requirements of former standard 1.4(c)(ii) for misconduct involving two clients. Due to "serious and inexcusable lapses in office procedure" constituting gross carelessness, the attorney misappropriated $8,400. (*Id.* at p. 1020.) He later attempted to repay the funds but did so with an NSF check, which was dishonored. The attorney borrowed an additional $7,000 from the same client and failed to repay the funds, and then borrowed $10,000 from a second client and again attempted to repay the loan with NSF checks. Lipson had no prior record of discipline in over 42 years of practice, was candid with the State Bar but, Lipson had not made restitution. As in *Lipson*, Respondent has misappropriated a significant sum of money by gross carelessness and has not made restitution. Although Lipson had many more years of practice, here, Respondent's misconduct involved fewer clients and she owes less than the $26,400 in total restitution that substantially harmed the clients in *Lipson*.

Lawhorn v. State Bar (1987) 43 Cal.3d 1357 involved an attorney with a little more than four years of experience who misappropriated $1,355.75 from one of his clients. The attorney claimed that he placed $1,100 of the funds he withdrew from the client trust fund and enough other cash to make up the amount due to his client in a "stash box" in his refrigerator. Bank service charges depleted the remainder of his client's funds. The attorney repaid the funds to his

client under a threat that the client would report him to the State Bar. The Supreme Court noted that the attorney's actions were foolish and "definitely wrong" but the court was "not convinced he is venal." (*Id.* at p. 1367.) The Court determined that it was "dealing with a single instance of misconduct . . . founded in negligence and inexperience." (*Id.* at p. 1368.) Similarly, Respondent is an inexperienced attorney whose gross negligence led to a single instance of misappropriation of client funds. Moreover, as in *Lawhorn*, there is no evidence in the record that Respondent used any of the $13,500 for her personal needs.

This court also found instructive *In the Matter of Phillips, supra,* 4 Cal. State Bar Ct. Rptr. 315. In *Phillips*, the attorney was disbarred for his misconduct over a four year period involving five client matters and two non-client matters. His 13 counts of misconduct included charging an illegal fee, failing to return a client file, sharing legal fees with a nonlawyer, forming a law partnership with a nonlawyer, failing to perform services, failing to refund an unearned fee, and failing to render an accounting and solicitation. The attorney began to commit professional misconduct soon after he was admitted to practice and the misconduct was surrounded by little evidence in mitigation, but significant evidence in aggravation. *Phillips* presents greater misconduct and greater aggravation than the present case, which also presents more mitigation. Accordingly, the present matter merits less discipline than *Phillips*.

Here, the court is not only troubled by Respondent's stated lack of knowledge about and relinquishment of her ethical obligations to nonlawyers but, the court is particularly disturbed by the fact that up to and through the end of trial, Respondent was attempting to leverage her clients' entrusted funds as consideration for her clients' agreement to release any claims they may have against her. Notwithstanding Respondent's stipulation that her clients were entitled to the return of the entrusted funds (which she has held for a few years now) and which she acknowledges are owed to the clients, Respondent is able but has yet to return the funds to her

clients. As such, this court believes that a lengthy period of actual suspension coupled with restitution and the requirement of proving rehabilitation before resuming practice, among other requirements, will suffice to protect the public in this instance.

After considering the law and the facts, the court believes that the public will be protected by, among other prerequisites, an actual suspension for two years and until Respondent makes restitution with interest to the Karams and until she complies with standard 1.2(c)(1) by demonstrating her rehabilitation, fitness to practice and present learning and ability in the general law before she is allowed to again resume the practice of law.

Recommendations

It is recommended that Respondent **Cari Donahue**, State Bar Number 273436, be suspended from the practice of law in California for three years, that execution of that period of suspension be stayed and that Respondent Donahue be placed on probation[5] for a period of three years, subject to the following conditions:

1. Respondent is suspended from the practice of law for a minimum of the first two years of probation and she will remain suspended until the following conditions are satisfied:

    a. She makes restitution to Tony and Ghalia Karam in the amount of $13,500 plus 10 percent interest per year from January 15, 2013 (or reimburses the Client Security Fund, to the extent of any payment from the Fund to Tony and Ghalia Karam, in accordance with Business and Professions Code section 6140.5) and furnishes proof of payment to the State Bar's Office of Probation in Los Angeles and;

    b. Respondent must provide proof to the State Bar of her rehabilitation, fitness to practice and present learning and ability in the general law. (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.

[5] 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.)

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. 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 Donahue will not receive MCLE credit for attending Ethics School. (Rules Proc. of State Bar, rule 3201)

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

California Rules of Court, Rule 9.20

It is further recommended that Respondent be ordered to comply with the requirements of California Rules of Court, rule 9.20, 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.

Multistate Professional Responsibility Examination

It is recommended that Respondent be ordered to take and pass the Multistate Professional Responsibility Examination (MPRE) during the period of her suspension and provide satisfactory proof of such passage to the State Bar's Office of Probation in Los Angeles within the same period.

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: March 10, 2016

YVETTE D. ROLAND
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 March 10, 2016, I deposited a true copy of the following document(s):

AMENDED DECISION

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
CENTURY LAW GROUP LLP
5200 W CENTURY BLVD #345
LOS ANGELES, CA 90045

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

William S. Todd, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on March 10, 2016.

Angela Carpenter
Case Administrator
State Bar Court