



PUBLIC MATTER

STATE BAR COURT OF CALIFORNIA

HEARING DEPARTMENT – LOS ANGELES

FILED

NOV 20 2015

STATE BAR COURT
CLERK'S OFFICE
LOS ANGELES

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| In the Matter of |) | Case No.: 14-O-01145-DFM |
| |) | |
| BRIAN EDWARD REED, |) | DECISION INCLUDING DISBARMENT |
| |) | RECOMMENDATION AND |
| Member No. 95877, |) | INVOLUNTARY INACTIVE |
| |) | ENROLLMENT ORDER |
| <u>A Member of the State Bar.</u> |) | |

INTRODUCTION

Respondent **Brian Edward Reed** (Respondent) is charged here with eight counts of misconduct involving a single client matter. The eight counts include allegations of willfully violating (1) rule 4-100(A) of the Rules of Professional Conduct¹ (commingling personal funds in client trust account); (2) rule 4-100(A) (failure to maintain client funds in trust account); (3) Business and Professions Code² section 6106 (moral turpitude – misappropriation); (4) rule 4-100(C) (deficient trust account record-keeping); (5) rule 4-100(B)(3) (failure to render accounts of client funds); (6) rule 4-100(B)(4) (failure to pay client funds promptly); (7) section 6106 (moral turpitude – misrepresentation); and (8) section 6068, subdivision (i) (failure to cooperate with State Bar investigation). The court finds culpability and recommends discipline as set forth below.

¹ Unless otherwise noted, all future references to rule(s) will be to the Rules of Professional Conduct.

² Unless otherwise noted, all future references to section(s) will be to the Business and Professions Code.

PERTINENT PROCEDURAL HISTORY

The Notice of Disciplinary Charges (NDC) was filed in this matter by the State Bar of California on July 31, 2014.

On August 25, 2014, Respondent filed his response to the NDC.

On September 8, 2014, the initial status conference was held in the case. At that time the case was scheduled to commence trial on December 18, 2014.

On December 5, 2014, Respondent filed a motion to continue the scheduled trial due to health problems. On December 10, 2014, this court issued an order requiring Respondent to present medical documentation of his need for a continuance of the trial. On December 18, 2014, the scheduled trial was continued to April 22, 2015.

On April 15, 2015, Respondent filed a new motion to continue the trial based on ongoing health issues resulting in his hospitalization. On April 17, 2015, the State Bar filed a statement of non-opposition to the continuance. On April 20, 2015, this court issued an order abating the action until June 15, 2015, due to Respondent's inability to participate in it as a witness. That order further stated that any further abatement or trial postponement would require medical verification of Respondent's inability to participate in the trial and his voluntary enrollment as an inactive attorney.

On June 15, 2015, a status conference was held. Respondent was not present but, instead, was represented by Edward Lear of Century Law Group LLP. Based on the representation that Respondent continued to be impaired and unable to participate in the trial, an order was issued on June 15, 2015, abating the matter until June 28, 2015, when another status conference would be held. This order stated, "Continued abatement will be affected by issue of whether Respondent chooses to enroll himself inactive." At the status conference on June 23, 2015, the matter was unabated and scheduled to commence trial on July 21, 2015.

On July 13, 2015, Respondent filed a new motion to continue the scheduled trial. This motion indicated that Respondent had been released to resume work on June 24, 2015, but only on a “half a day” basis, which Respondent interpreted to be limited to four hours a day. The motion was unaccompanied by any statement from Respondent’s doctor indicating that Respondent was unable to participate in the scheduled trial.

On July 15, 2015, the State Bar filed an opposition to the requested continuance, arguing that Respondent had been cleared to return to work and was working; that he had declined to go inactive while simultaneously indicating an inability to be involved in the instant disciplinary matter; and that he had by then had ample time to be able to work with his counsel to be prepared for the scheduled trial.

On July 15, 2015, this court issued the following order, denying the requested continuance but modifying the scheduled trial days to accommodate the half-day limitation placed on Respondent’s work schedule by his doctor:

This court agrees with the State Bar that no good cause has been shown to warrant a further continuance of the scheduled trial. The medical evidence submitted by Respondent merely indicates that he was released to return to work on July 5, 2015, albeit on a half-time basis, and has been cleared to drive. The only other limitation placed on him was a prohibition against lifting or carrying weights over 15 pounds. That is not a factor here. The motion was not accompanied by any statement by Respondent’s doctor that Respondent is not able to participate in the trial of this matter or that his doing so would create any undue risk of a repeat of his pulmonary emboli or any other medical problem.

Respondent is represented by experienced defense counsel in this case. Given the facts that this matter has been pending since 2014 and that the July 21, 2015 trial date has been known since June 2015, Respondent has had, and continues to have, ample time to be adequately prepared with his counsel to try the case. For all of the above reasons, the motion to continue the scheduled trial date is denied.

That said, this court is not insensitive to the “half-time” limitation placed by Respondent’s doctor on his ability to work. Accordingly, absent the agreement of the parties otherwise, the trial of this matter will be limited to the equivalent of half-days, as set forth below:

- On July 21, 2015, trial will commence at 10:00 a.m.; recess for lunch at 12:00 noon; reconvene at 1:30 p.m.; and recess for the day at approximately 3:30 p.m.
- On July 22, 2015, and all subsequent trial days, unless otherwise ordered, trial will commence at 1:30 p.m. and recess on or before 5:00 p.m., with a 15-minute break at some point in the afternoon.
- Trial will continue day-to-day, Tuesday through Friday, until completed, unless otherwise ordered.

On July 21, 2015, this matter was called to commence trial. Respondent was present, as was his counsel-of-record, Edward Lear. At that time, Respondent's defense counsel notified the court that he had just been terminated by Respondent, based on a new conflict that Respondent's counsel did not want to disclose to this court (suggesting instead that the disclosure be allowed by this court to be made in camera to a different judge). At the same time, Respondent indicated that he was both physically unable to represent himself at this time and that he also needed time to prepare to try the case on his own behalf or retain new attorney to do so. Accordingly, he again asked that the trial be continued until after his next scheduled cardiology examination in early September. In a meet-and-confer session during a break in the proceeding, an apparent agreement was reached between Respondent and the State Bar whereby Respondent would agree to go voluntarily inactive and the State Bar would not object to the requested continuance. This proposal was then presented to the court by the parties and accepted by it. Respondent then prepared a formal request to be enrolled inactive and agreed to file it with the State Bar's Membership Office on July 22, 2015. The court then agreed to continue the trial as requested by the parties but indicated that it was going to order Respondent to provide a minimum of 10 days' written notice of any intent by him to be restored to active status prior to the commencement of trial. At the conclusion of this session, the court issued an order continuing the trial until September 17, 2015, with a trial estimate of two days. Respondent then went voluntarily inactive, but resumed his active status, after notice to this court, shortly before the scheduled September 17, 2015 trial.

Trial was commenced on September 17, 2015 and completed on September 18, 2015, followed by a brief period of post-trial briefing. The State Bar was represented at trial by Deputy Trial Counsel Charles Calix. Respondent was represented at trial by Anthony Radogna.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The following findings of fact are based on Respondent's response to the NDC, the stipulations of undisputed facts and conclusions of law previously filed by the parties, and the documentary and testimonial evidence admitted at trial.

Jurisdiction

Respondent was admitted to the practice of law in California on December 16, 1980, and has been a member of the State Bar at all relevant times.

Case No. 14-O-01145 (Westcott Matter)

On May 17, 2010, Candace R. Westcott (Westcott), who is a citizen of the province of Nova Scotia, Canada, was involved in an automobile accident in Lancaster, California. On July 19, 2010, Westcott retained Respondent to handle her personal injury claims arising from the accident. The retainer agreement called for a 33% contingency fee of all gross settlement amounts obtained on behalf of Westcott.

On December 4, 2012, Respondent settled Westcott's case at mediation for \$90,000.

On December 12, 2012, Respondent deposited a settlement check for \$90,000 on behalf of Westcott into his client trust account (CTA). However, Respondent did not promptly withdraw from the CTA his contingency fees and costs in one amount for his contingency fee and costs, or two amounts for his contingency fees and costs, respectively. Instead, Respondent withdrew his contingency fees and costs in numerous smaller amounts over an extended period of time.

On January 7, 2013, Respondent wired \$32,000 of the settlement funds to Westcott. After that initial distribution to his client was made and until Respondent disbursed additional funds to his client or to medical providers having liens on the settlement funds, Respondent was obligated to maintain \$25,597.60 in his CTA for the benefit of his client and those lienholders.

On January 17, 2013, Respondent sent via email a letter to Westcott, in which he indicated that the liens of medical providers in California were close to \$3,600; that fees and costs were close to \$34,000; and that he was required to hold the balance of the funds because of his belief that “the Canadian version of Medicare, and/or the folks who have ‘paid’ for the medical care you received in Canada, will have a claim for reimbursement[.]” He went on to state that he was “trying to ascertain the explicit requirements so as not to run afoul of Canadian law on one hand and to get you [Westcott] any additional funds as may be available.” (Ex. 12, p. 2.) He then asked Westcott to “Please allow me the opportunity to attempt to resolve this issue.”

On the next day, January 18, 2013, Westcott responded to Respondent’s letter, asking for an explanation of why the Canadian government would have a lien, which she disputed, and requesting a “complete and detailed list of your fees, costs, and disbursements for the entire claim.” (Ex. 13.) Respondent returned to Westcott that same day a letter addressing her various concerns and “another copy of the costs incurred to date.” (Ex. 14.)

Within two weeks after the above letter, despite Respondent’s obligation to maintain \$25,597.60 in his CTA, the balance of the account fell to \$24,848.79 on January 30, 2013, when Respondent issued to himself a check on his CTA in the amount of \$1,000. Then, on February 6, 2013, when Respondent issued a \$7,600 CTA check to himself, the balance of his CTA fell to \$22,978.19. By the end of February, 2013, the balance of the CTA was down to \$16,856.75, due largely to a third check by Respondent to himself on February 20, 2013, this check in the amount of \$7,000.

In March 2013, the balance of Respondent's CTA continued to dip at times below the amount required to be maintained in it for the Westcott matter. On March 20, 2013, the balance of the account was \$10,756.50, an amount **\$14,841.11** less than that required to be maintained in the CTA for the benefit of Westcott. (Ex. 37, p. 104.)

Although the balance in the CTA was again above the \$25,597.60 figure at the beginning of April, 2013, during that month the CTA balance again dipped below \$25,597.60. On April 5, 2013, the balance was \$16,744.05; on April 25, 2013, the balance was \$12,659.95.

In the month of May 2013, the balance of the CTA was always below the \$25,597.60 level required to be maintained in the account. On May 23, 2013, the balance in Respondent's CTA was \$12,663.76.

In June 2013, the CTA account balance continued to bounce above and below the \$25,597.60 figure. In August 2013, the account balance remained above that level for the first half of the month of August 2013, but dipped to \$23,119.70 on August 21, 2013, and remained at that level for the balance of the month.

On September 16, 2013, nine months after the Westcott settlement had been reached and funded, Respondent paid \$390.00 of the settlement funds to Frye Chiropractic, which held a lien on the funds. (Ex. 37, p. 207.) At that point, the balance of the Westcott settlement funds required to be maintained in the CTA, until distributed to or for the benefit of Westcott, was \$25,207.60.

On November 1, 2013, Westcott telephoned Respondent's office to obtain a report on the "status on rest of settlement money." (Ex. 16.) According to the telephone message prepared by Respondent's office at that time, Westcott complained that she had not heard from Respondent since January. She was told by Respondent's office that Respondent was handling the file and

“dealing with liens in Canada.” In fact, he had taken no steps to contact the Canadian authorities to determine the existence and amount of any lien on Westcott’s funds.

On December 6, 2013, Joshua Bryson, an attorney in Canada for whom Westcott was then employed, wrote a letter to Respondent, indicating that Bryson represented Westcott with regard to the personal injury settlement and complaining that Respondent had failed to release any portion of the remaining settlement funds due to some “unidentified subrogation claim.” Bryson also asserted that Respondent had been refusing to communicate with Westcott. (Ex. 17.) In this letter, Bryson demanded on behalf of Westcott that Respondent provide “a complete trust statement of monies your office received in regards to her claim and payments made within the next ten (10) days.” Bryson also indicated that he had been in contact with the California State Bar.

On December 13, 2013, Respondent faxed a response to Bryson. In it, Respondent disputed the contention that his office was refusing to communicate with Westcott, stating that Westcott had been speaking with his “litigation staff.” With regard to the alleged “unidentified subrogation claim,” Respondent replied:

The concern is that your client obtained a significant amount of medical care in Canada for which my office was never able to obtain any billing statement or statement of reasonable value of services.

In the United States when an injured person has medical care provided by healthcare practitioners who are paid by Medi-care – which I understand is the equivalent of the system in Canada – Medi-care has a lien created by operation of law for the value of the medical care, services, prescriptions, etc.

Moreover, if Medi-care is not notified and/or not paid the amount of the lien, the claimant, the defense insurance company and the claimant’s attorney can be sued and held responsible for up to three times the amount of the “lien.”

(Ex. 18, p. 1.)

In this December 13, 2013 letter, Respondent did not ask for any assistance from the Canadian attorney in resolving the Canadian lien, not even information regarding the name and contact information of the Canadian lienholder. Instead, Respondent offered to send all of the funds to Bryson and Westcott if they would both “agree, in writing, to defend, indemnify and hold my [Respondent’s] office and Allstate Insurance harmless from any and all claims regarding the medical treatment that your client obtained in Canada.[¶] The ‘hold harmless’ agreement would cover any responsibility for medical bills, prescriptions, liens, government claims and insurance reimbursement claims.” (Ex. 18, p. 2.)³

Finally, in response to Bryson’s request for a detailed accounting, Respondent merely stated in his letter: “At the present time, my recollection is that approximately \$22,000.00 is being held in regards to any claimed lien that exists because of the factual circumstances of this case.” This response failed to satisfy the request for an accounting. It failed to state the actual amount of money then required to be held for the benefit of Westcott; failed to provide the precise amount of Westcott funds then being held by Respondent in his CTA; and failed to disclose the prior disbursement of a portion of the settlement funds to Frye Chiropractic in September 2013. After sending this letter, no subsequent accounting was ever provided by Respondent to Bryson or Westcott until at least December 2014, a year later, when Respondent distributed the remaining portions of the settlement funds to Westcott.

On February 12, 2014, a State Bar investigator wrote a letter to Respondent, informing him that Westcott had filed a complaint against him regarding his alleged failures to distribute

³ Had the parties gone forward with this proposed arrangement, Respondent’s disbursement to his client of the funds subject to a valid medical lien would have been both a breach of his fiduciary duties and a basis for civil tort liability. (*Kaiser Foundation Health Plan v. Aguiluz* (1996) 47 Cal.App.4th 302 [attorney who disburses to client settlement monies subject to medical lien is liable for conversion for failing to honor the lien]; *In the Matter of Respondent P* (Review Dept. 1993) 2 Cal. State Bar Ct. Rptr. 622 [distribution by attorney to client of settlement funds subject to statutory medical lien constitutes grounds for discipline].)

the settlement funds and to provide an accounting. The letter requested, inter alia, that Respondent provide various information and documents, including a copy of any accounting provided to Westcott.

On February 20, 2014, the balance in Respondent's CTA was \$10,421.77, an amount \$14,785.83 less than what was required to be maintained in the CTA for the benefit of Westcott. (Ex. 37, p. 283.) On that date, Respondent sent a letter to the State Bar, purportedly responding to its February 12, 2013 letter. In this letter, Respondent asserted that "Ms. Westcott's allegations are provably inaccurate." He then went on to blame Westcott and her attorney for his ongoing failure to fund from the Westcott settlement:

Every time she has called my office she was put into contact with my litigation secretary who provided her with an explanation as to what information we needed from her or her Canadian counsel as regards for the Canadian government's rules and regulations and position on reimbursement for medical bills paid by the Canadian government.

We faxed her attorneys a letter in January telling them we would resolve the case upon receipt of their written agreement to indemnify and defend my office and Allstate Insurance from any and all claims by what I will refer to as the Canadian Medicare system and the providers she obtained treatment from in Canada.

No proposed written agreement was ever sent to my office by her Canadian attorneys, nor did we receive any communication from Ms. Westcott or her Canadian attorneys once we sent them our request.

Please also know that Ms. Westcott was given a distribution sheet over a year ago with all of the information she claims she didn't "know". How else could she have any idea about the amounts she discussed with you? Her statements, again, are not accurate.

...

The fact that her Canadian attorneys failed and refused to provide my office with a written indemnification and hold harmless agreement as I asked concerns me greatly as that action - or lack of action - confirms my understanding of reimbursement rules.

(Ex. 20.)

Respondent did not provide the requested accounting to the State Bar. Nor did he indicate that he would take steps to resolve the existing liens, so that the individuals entitled to the settlement funds would receive them. Instead, Respondent concluded his letter to the State Bar with the following declaration:

I am willing to resolve this situation on the terms offered to the Canadian attorneys, but I must receive their written agreement to indemnify and hold my office and Allstate Insurance Company harmless for all claims by the providers she treated with, by the provinces she treated in, and by the Canadian health insurance entity which I believe is akin to our Medicare system. Unless and until I receive that written agreement I will maintain my position.

(Ibid.)

In a letter dated April 15, 2014, the State Bar again asked Respondent to provide, *inter alia*, an accounting of the Westcott funds, a description of the efforts he had made to resolve any California and Canadian medical liens held on the funds, and his records for his CTA.

In a letter dated May 16, 2014, Respondent provided a written response to the State Bar's inquiry. In it, he indicated that the Westcott file "had been filed into storage, however, the stored files are not presently available to me." With regard to his efforts to resolve any California liens, he stated, "I believe as to the two different liens in California, one has been paid and I frankly do not remember about the second one, but will get more information from the file when I get access to it and will provide that information." (Ex. 22, p. 1.) With regard to any Canadian liens, Respondent reiterated his understanding that such a lien existed, but made no suggestion that he had sought to resolve it. Instead, he again sought to justify his continued retention of the funds by complaining that Westcott and her Canadian attorney had not agreed to indemnify him in exchange for him disbursing all of the funds to them, notwithstanding the existing liens:

Please keep in mind that on multiple occasions I offered to write a check payable to Ms. Westcott and counsel IF they agreed to indemnify and hold me harmless from all claims by Canadian lien holders, but they refused to do so.

To me that refusal speaks volumes as to my concern about Canadian liens and confirms those concerns. Why did they not agree to hold me harmless from all claims by Canadian lien holders, but they refused to do so.

(Ex. 22, p. 2.)

On June 5, 2014, the State Bar again requested that Respondent provide an accounting of the Westcott funds being held by him, noting that his bank records indicated that the CTA balance had dipped below the minimum balance required to maintained to reflect the Westcott funds. In addition, the State Bar again asked for (1) a description of the efforts he had made to resolve any California and Canadian medical liens held on the funds and (2) copies of Respondent's CTA records.

Respondent replied to the above requests on June 23, 2014. In his letter, while continuing to criticize Westcott and her attorney for not agreeing to indemnify him, Respondent indicated that he would follow up in the future to seek to resolve all existing medical liens. In response to the State Bar's request for Respondent's CTA records, Respondent indicated that he had no copies of the deposit information, no client ledger, and no reconciliations of the CTA account. Finally, despite the State Bar's renewed request for an accounting of the settlement funds, Respondent again failed to provide any sort of an accounting. (Ex. 24.)

On July 8, 2014, Respondent paid \$2,261 to the second California medical lienholder, Dewald Chiropractic. This payment was made more than 18 months after the settlement funds were deposited by Respondent into his CTA.

On July 23, 2014, Respondent informed the State Bar that his recent research confirmed that the Westcott funds were, in fact, subject to a Canadian lien. As a result, he asked that the State Bar's investigation of Westcott's complaint be closed. The letter included no indication from Respondent that he was going to take steps to resolve the Canadian lien. (Ex. 27.)

As previously noted, on July 31, 2014, the formal notice of disciplinary charges against Respondent was filed by the State Bar in this court. On August 25, 2014, Respondent filed his response to the NDC, denying all of the allegations contained in it, including the jurisdictional allegations that Respondent was a member of the State Bar, and averring 18 “affirmative claims,” including claims that the State Bar lacked jurisdiction and standing to pursue the disciplinary action against him.⁴

On September 2 and 19, 2014, Respondent sent letters to the Nova Scotia Department of Health and Wellness (Department of Health and Wellness), requesting that it identify any amounts Westcott might owe to it or any other health care provider in Canada for health care services related to her injuries from the May 17th accident.

On September 18 and 23, 2014, the Department of Health and Wellness sent letters to Respondent, stating, in part, that it had provided health care services worth \$4,039.21 to Westcott related to her injuries from the May 17th accident.

On September 22, 2014, Respondent sent a letter to the State Bar, again suggesting that the disciplinary proceeding should not go forward:

I have now reviewed most of the documents provided by the State Bar and wish to discuss two significant points which I believe when either one of them are established, will and should in my opinion result in the charges against me being dropped.

First of all, Candace Westcott lied to me and many others about Canadian health care liens. By lying to me, she breached the attorney/client retainer agreement. According to an express term and condition of the retainer agreement, Ms. Westcott promised to be honest with me. The minute she lied about there being no liens, she breached the agreement and the representation ended.

⁴ None of these affirmative claims, even if factually true, would have provided a defense to Respondent’s culpability in this proceeding. To the extent that some of these claims, if true, might have affected procedural issues in the case or potentially provided a mitigating factor, Respondent failed to provide persuasive proof of such claims.

As a result of her breaching the retainer agreement - she was no longer my client. She cannot and should not in any fair system, be permitted to lie and then accuse me of anything.

Secondly, Ms., Westcott was given every opportunity to be paid the entire amount of \$22,900.00 and she refused to accept the offer. She admitted to the State Bar she received the offer and admitted she rejected the offer. By refusing that offer she lost any claim against me. Frankly - as of the day I made the offer to resolve what Ms. Westcott perceived to be an issue of money being owed to her, the State Bar, in my opinion, lost jurisdiction over what was an issue of who any money was owed to - i.e., liens, etc. Had she accepted the offer this claim by the State Bar never gets filed.

...

The attorney/client relationship ended at the time the case settled in December 2012 when she lied to me about third party reimbursement liens in Nova Scotia.

My position is that once there was no longer any contract, the State Bar was divested of jurisdiction in regards to any claim made by Ms. Westcott.

Please provide me with all legal authority you are aware of which holds to the contrary. I do not believe the State Bar, based on the termination of the contract by Ms. Westcott's dishonesty, had any jurisdiction to entertain any complaint by someone who was no longer a client.

(Ex. 31.)

On October 27, 2014, Respondent sent a letter and CTA check in the amount of \$4,039.21 to the Nova Scotia Department of Health and Wellness,.

On December 11, 2014, roughly two years after Respondent had first received the Westcott settlement funds, Respondent sent to Westcott a letter and CTA check for \$18,907.39. Westcott received the letter and negotiated the CTA check.

Count 1 – Rule 4-100(A) [Commingling]

Rule 4-100(A)(2) requires that earned fees “must be withdrawn at the earliest reasonable time after the member’s interest in that portion becomes fixed” and the failure to timely withdraw earned fees from a CTA constitutes grounds for discipline. (See, e.g., *Arm v. State Bar* (1990) 50 Cal.3d 763, 776-777; *Silver v. State Bar* (1974) 13 Cal.3d 134, 145, fn. 7 [maintenance

of “buffer” funds in CTA to prevent checks being returned for insufficient funds constituted prohibited commingling].)

At trial, Respondent stipulated, and this court finds, that Respondent’s failure to remove promptly from the CTA his earned fees from the Westcott settlement constituted a willful violation by him of the prohibition of rule 4-100(A) against commingling.

Count 2 – Rule 4-100(A) [Failure to Maintain Client Funds in Trust Account]

Rule 4-100(A) requires that “funds received or held for the benefit of clients” shall be deposited in a client trust account. It is well-established that an attorney has a personal obligation of reasonable care to comply with the critically important rules for the safekeeping and disposition of client funds. These duties are non-delegable. (*In the Matter of Blum* (Review Dept. 2002) 4 Cal. State Bar Ct. Rptr. 403, 411.) Under this non-delegable duty, an attorney must maintain client funds in the CTA until outstanding balances are settled. (*In the Matter of Bleecker* (Review Dept. 1990) 1 Cal State Bar Ct. Rptr. 113, 123.)

In this count, the State Bar alleges that, between December 12, 2012 and September 16, 2013, Respondent was obligated to maintain in his CTA \$25,597.60 for the benefit of his client and/or any of her healthcare providers holding a valid lien on those funds and that he failed to maintain such a balance of funds in his CTA in willful violation of rule 4-100(A).

At trial, Respondent stipulated, and this court finds, that Respondent is culpable as alleged in Count 2.

Count 3 – Section 6106 [Moral Turpitude – Misappropriation]

Section 6106 of the Business and Professions Code prohibits an attorney from engaging in conduct involving moral turpitude, dishonesty or corruption. While moral turpitude generally requires a certain level of intent, guilty knowledge, or wilfulness, a finding of gross negligence will support such a charge where an attorney’s fiduciary obligations, particularly trust account

duties, are involved. (*In the Matter of Blum*, supra, 4 Cal. State Bar Ct. Rptr. at p. 410.) “[A]n attorney’s failure to use entrusted funds for the purpose for which they were entrusted constitutes misappropriation. [Citation.]” (*Baca v. State Bar* (1990) 52 Cal.3d 294, 304; *In the Matter of Priamos* (Review Dept. 1998) 3 Cal. State Bar Ct. Rptr. 824, 829-830 [attorney’s willful misappropriation of trust funds usually compels conclusion of moral turpitude].)

In this count, the State Bar alleges:

On or about December 12, 2012, Respondent received on behalf of Respondent’s client, Candice R. Westcott, a settlement check from Allstate made payable to Respondent, the Kuzyk Law Office, and the client in the sum of \$90,000. On or about December 12, 2012, Respondent deposited the \$90,000 into Respondent’s client trust account at American Security Bank, Account No. xxx40453 on behalf of the client. Between on or about February 6, 2013 and on or about March 20, 2013, Respondent dishonestly or grossly negligently misappropriated for Respondent’s own purposes \$14,841.11 that the client was entitled to receive, and thereby committed an act involving moral turpitude, dishonesty or corruption in willful violation of Business and Professions Code section 6106

At trial, Respondent stipulated, and this court finds, that Respondent is culpable as alleged in Count 3.

While Respondent has not stipulated that his misappropriation of Westcott’s funds was intentional, the court finds that it was. Respondent’s misuse of Westcott’s funds did not result from a bookkeeping error or a single transaction. Instead, the misconduct involved numerous improper withdrawals of funds by Respondent from his CTA for his own purposes and these improper invasions by Respondent into the funds of his client continued over a lengthy period of time. During that same time, Respondent ignored the many demands by his client that the funds be relinquished by him; failed to provide an accounting of the funds, despite the many demands for an accounting by his client, her attorney, and the State Bar; disregarded the rights of the known lienholders to have prompt access to the funds subject to their liens; and sought to justify his continued retention of the settlement funds by indefensible complaints that the client and her

attorney would not indemnify him for what would have been improper and potentially tortious disregard by Respondent of the fiduciary duties he owed to the unpaid lienholders.

Count 4 - Rule 4-100(C) [Failure to Maintain Required Client Trust Account Records]

Rule 4-100(B)(3) provides, in pertinent part, that a member shall "maintain complete records of all funds, securities, and other properties of a client coming into the possession of the member or law firm and render appropriate accounts to the client regarding them; preserve such records for a period of no less than five years after final appropriate distribution of such funds or properties[.]" Rule 4-100(C) provides: "The Board of Governors of the State Bar shall have the authority to formulate and adopt standards as to what 'records' shall be maintained by members and law firms in accordance with subparagraph (B)(3). The standards formulated and adopted by the Board, as from time to time amended, shall be effective and binding on all members."

Pursuant to rule 4-100(C), the Board of Governors of the State Bar adopted the following standards, effective January 1, 1993, as to what "records" shall be maintained by members and law firms in accordance with subparagraph (B)(3):

A member shall, from the date of receipt of client funds through the period ending five years from the date of appropriate disbursement of such funds, maintain:

- (a) a written ledger for each client on whose behalf funds are held that sets forth:
 - (i) the name of such client,
 - (ii) the date, amount and source of all funds received on behalf of such client,
 - (iii) the date, amount, payee and purpose of each disbursement made on behalf of such client, and
 - (iv) the current balance for such client;
- (b) a written journal for each bank account that sets forth:
 - (i) the name of such account,
 - (ii) the date, amount and client affected by each debit and credit, and
 - (iii) the current balance in such account;
- (c) all bank statements and cancelled checks for each bank account; and
- (d) each monthly reconciliation (balancing) of (a), (b), and (c).

In this count, the State Bar alleges that Respondent failed to maintain the records required by the standards adopted by the State Bar pursuant to rule 4-100(C), in willful violation of that

rule. At trial, Respondent stipulated, and this court finds, that Respondent did not prepare and/or maintain the required records for his CTA, in willful violation of his obligations under rule 4-100(C).

Count 5 – Rule 4-100(B)(3) [Failure to Render Accounts of Client Funds]

Rule 4-100(B)(3) requires a member to “maintain complete records of all funds, securities, and other properties of a client coming into the possession of the member or law firm and render appropriate accounts to the client regarding them[.]”

In this count, the State Bar alleges:

On or about December 12, 2012, Respondent received on behalf of Respondent’s client, Candice R. Westcott, a settlement check from Allstate made payable to Respondent, the Kuzyk Law Office, and the client in the sum of \$90,000. Respondent thereafter failed to render an appropriate accounting to the client regarding those funds following a written request for an accounting made on behalf of the client on or about December 6, 2013, in willful violation of the Rules of Professional Conduct, rule 4-100(B)(3).

As previously noted, rule 4-100(B)(3) requires attorneys to provide appropriate accounts of client funds on request. Viewing the “appropriate accounts” requirements of rule 4-100(B)(3) as part of the entirety of trust fund regulations, an appropriate account must, at a minimum, reference any trust account balance owed the client, reflect any interim deposits of trust funds, set forth as deductions any interim payments identified by nature, and reflect the remaining or interim closing balance.

Westcott’s attorney Bryson made a formal written demand on Respondent for an accounting on December 6, 2013. The evidence is clear and convincing that Respondent failed to provide a timely accounting to Westcott or Bryson as a result of that demand. That failure

constituted a willful failure by Respondent to comply with his obligations under Rule 4-100(B)(3).⁵

Count 6 – Rule 4-100(B)(4) [Failure to Pay Client Funds Promptly]

Rule 4-100(B)(4) of the Rules of Professional Conduct requires attorneys to “[p]romptly pay or deliver, as requested by the client, any funds, securities, or other properties in the possession of the member which the client is entitled to receive.” This obligation includes the duty to pay valid medical liens where the attorney is holding client funds for that purpose. (See, e.g., *In the Matter of Dyson* (Review Dept. 1990) 1 Cal. State Bar Ct. Rptr. 280, 286; *In the Matter of Mapps* (Review Dept. 1990) 1 Cal. State Bar Ct. Rptr. 1, 10.)

Although Respondent made an initial distribution to Westcott of \$32,000 in January 2013, he made no other payments to her or on her behalf until September 2013, when he paid \$390 to one of her several medical providers holding a valid medical lien. The balance of the funds were then held by him until July 2014, more than 18 months after the Westcott settlement funds were received, when he paid \$2,261 to a second lienholder, Dewald Chiropractic. He then held the remaining funds, more than \$22,000, until October 2014, after the instant disciplinary proceeding was filed, at which point he finally investigated and paid \$4,039 to the Nova Scotia lienholder. Even then, he did not promptly disburse the balance of the funds, \$18,907, to his former client until December 11, 2014, two years after the settlement had been effected. Such delays by Respondent in paying the settlement funds to his client and the three lienholders constituted clear violations by him of his duties under rule 4-100(B)(4). (*In the Matter of Hagen* (Review Dept. 1992) 2 Cal. State Bar Ct. Rptr. 153, 170 [two-month delay violated rule].)

⁵ Although it is not charged here, and is not the basis for this court’s finding of culpability, the court notes that the attorney’s obligation to provide an accounting upon written demand of the client is also codified in Business and Professions Code section 6091, which requires the accounting to be furnished within 10 calendar days of the receipt of the request.

Respondent's claimed excuses for his delays in releasing the settlement funds all lack merit.

Until the trial of this matter commenced, Respondent's claimed justification for not disbursing funds to Westcott for two years was his purported concern regarding a possible lien by the Canadian health providers. This claimed excuse lacks factual or legal merit. Factually, Respondent's testimony that he was delaying payment based on this concern was not credible. Instead this court finds that Respondent was merely using the existence of the Canadian lien as a pretext to enable him to have the continued use of Westcott's funds. Legally, the existence of the Canadian lienholder also fails to justify Respondent's prolonged failures to disburse any of the remaining portions of the settlement funds to Westcott or any of the lienholders. While such a concern about such an unspecified lien would justify some delay in payment, it also required Respondent to act promptly to determine whether the lien existed and, if so, the amount of it. This, Respondent did not do until September 2014, despite his ability to identify quickly on the internet the name of the pertinent Canadian authority to contact. Once he took steps to verify and satisfy the Canadian lien, he was quickly able to do so fairly easily and the process of satisfying the lien was completed relatively quickly. Then, even after this lien was satisfied, Respondent delayed even further in releasing the significant balance of the funds to his former client. Finally, Respondent's purported concern about the Canadian lien does not justify his delays in paying the two California lienholders, both of which he paid after undue delays but before he had determined the amount of the Canadian lien. His explanation at trial for his delay for nine months in paying the chiropractor was that he was "busy." Legally, that is not a justification for his violation of rule 4-100.

Count 7 - Section 6106 [Moral Turpitude – Misrepresentation]

Under section 6106, “The commission of any act involving moral turpitude, dishonesty or corruption . . . constitutes a cause for disbarment or suspension.” If this statute means anything, it means that an attorney may not intentionally lie to a client about the status of that client’s matter.

In this count, the State Bar alleges:

On or about December 13, 2013, Respondent stated in writing to Joshua E. Bryson, an attorney acting on behalf of his client Candice R. Westcott, that approximately \$22,000 was being held in trust for the client, when Respondent knew or was grossly negligent in not knowing the statement was false, and thereby committed an act involving moral turpitude, dishonesty or corruption in willful violation of Business and Professions Code section 6106.

At the completion of the State Bar’s case-in-chief on issues of culpability, this court dismissed this count pursuant to Rule 5.110 of the Rules of Procedure of the State Bar of California, which provides for such a dismissal after notice and an opportunity to be heard when the party with the burden of proof fails to meet that burden. Here, the party with the burden of proof was the State Bar.

The evidence submitted at trial by the State Bar showed that, on December 13, 2013, the balance of the CTA on that date was \$65,675.99, far more than the \$22,000 figure represented in Respondent’s letter as then being held in trust for Westcott in his CTA. (Ex. 37, p. 249.) At no time in December 2013 did the balance of the account drop below \$49,784. The State Bar made no effort at trial to show that more than \$43,000 of these funds in the CTA on December 13, 2013, were being held for the benefit of other clients. Instead, the State Bar relies solely on the fact that Respondent had previously misappropriated a portion of this \$22,000. That fact, however, does not mean that the CTA had not been

replenished by December 13, 2013, intentionally or otherwise, with funds available to be disbursed properly to or for the benefit of Westcott. (See *Guzzetta v. State Bar* (1987) 43 Cal.3d 962 [attorney who has previously misappropriated client funds may replenish client trust account with attorney's own funds for the benefit of the client].) The possibility of such a replenishment is especially strong here, given the evidence of Respondent's practice of leaving in his CTA earned fees from settlements that he would otherwise be both entitled and obligated to withdraw promptly from the account.

The State Bar had the burden of proving that Respondent's representation was inaccurate and an act of moral turpitude. The evidence presented by it fell short of satisfying that requirement. Reiterating this court's order of dismissal at trial, this count is dismissed with prejudice.

Count 8 – Section 6068, subd. (i) [Failure to Cooperate in State Bar Investigation]

At trial, the State Bar requested that this court be dismissed with prejudice, and the court so ordered.

Aggravating Circumstances

The State Bar bears the burden of proving aggravating circumstances by clear and convincing evidence. (Rules Proc. of State Bar, Stds. for Atty. Sanctions for Prof. Misconduct, ⁶ std. 1.5.) The court finds the following with respect to aggravating circumstances.

Prior Discipline

Respondent has a history of one prior discipline. (Case No. 96-O-04221.) In April 1997, he stipulated to being privately reprovved by this court as a result of a violation of rule 3-110(A) [repeated, reckless or intentional failure to perform with competence]. The reprovval resulted

⁶ All further references to standard(s) or std. are to this source.

from Respondent's failure to supervise an associate attorney in his office, whose mismanagement of a file led to it being dismissed by the court for lack of prosecution.

Because this discipline is remote in time relative to the current misconduct and did not involve serious misconduct, this history of prior discipline, while an aggravating factor, is not viewed by this court as a significant aggravating factor. (Std. 1.8(a).)

Multiple Acts of Misconduct

Respondent has been found culpable of multiple counts of misconduct in the present proceeding. Among those counts is this court's finding that he misappropriated funds on numerous, separate occasions. Each of those transactions represented a separate act of moral turpitude. (*In the Matter of Song* (Review Dept. 2013) 5 Cal. State Bar Ct. Rptr. 273, 279.) The existence of multiple acts of misconduct is an aggravating circumstance. (Std. 1.5(b).)

Lack of Insight and Remorse

Respondent has demonstrated indifference throughout the pendency of the disciplinary investigation and this proceeding toward rectification of or atonement for the consequences of his misconduct. (Std. 1.5(g).) As reflected in his letters to the State Bar during its investigation, quoted above, he remained defiant and had no insight regarding his unethical behavior. Moreover, while he sought to attribute his mishandling of his client's funds to his lack of proper CTA record-keeping, his testimony at trial indicated that he had then still not implemented appropriate safeguards for funds held in the account.

Mitigating Circumstances

Respondent bears the burden of proving mitigating circumstances by clear and convincing evidence. (Std. 1.6.) The court finds the following with regard to mitigating factors.

Cooperation

Respondent entered into an extensive stipulation of facts and freely admitted certain of the trust account violations in this case, for which conduct Respondent is entitled to some mitigation. (Std. 1.6(e); see also *In the Matter of Gadda* (Review Dept. 2002) 4 Cal. State Bar Ct. Rptr. 416, 443; cf. *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 those who admit to culpability as well as facts].) However, the fact that Respondent's acknowledgement of culpability for his many acts of misconduct came only at the commencement of the trial significantly diminishes the weight this court affords such cooperation as a mitigating factor, given Respondent's ongoing denials of responsibility up until that time.

Restitution

This court declines to afford Respondent mitigation credit for eventually paying to his former client the funds he had previously misappropriated. The authorities are clear and consistent that restitution made only after the initiation of disciplinary proceedings is not a proper source of mitigation credit. (See, e.g., *In the Matter of Petilla* (Review Dept. 2001) 4 Cal. State Bar Ct. Rptr. 231, 249, citing *Warner v. State Bar* (1983) 34 Cal.3d 36, 47; *In the Matter of Ike* (Review Dept. 1996) 3 Cal. State Bar Ct. Rptr. 483, 490; *In the Matter of Sklar* (Review Dept. 1993) 2 Cal. State Bar Ct. Rptr. 602, 619; *In the Matter of Rodriguez* (Review Dept. 1993) 2 Cal. State Bar Ct. Rptr. 480, 496; *In the Matter of Robins* (Review Dept. 1991) 1 Cal. State Bar Ct. Rptr. 708, 714 [delay in making restitution is aggravating, not mitigating, factor]; and *In the Matter of Tindall* (Review Dept. 1991) 1 Cal. State Bar Ct. Rptr. 652, 663, citing *Rosenthal v. State Bar* (1987) 43 Cal.3d 658, 663.)

Character Evidence/Community Service

Respondent presented good character testimony from two witnesses regarding his good character, his fine qualities as an attorney, and his work in community and charitable activities. The court provides only limited “good character” credit for this evidence as two witnesses do not constitute “a wide range of references in the legal and general communities” as called for in standard 1.6(f). (See also *In the Matter of Riordan* (Review Dept. 2007) 5 Cal. State Bar Ct. Rptr. 41, 50 [testimony of four character witnesses afforded diminished weight in mitigation].) However, through these witnesses, Respondent presented proof of his community service, which is “a mitigating factor that is entitled to ‘considerable weight.’ [Citation.]” (*Calvert v. State Bar* (1991) 54 Cal.3d 765, 785; *Rose v. State Bar* (1989) 49 Cal.3d 646, 665.)

Good Faith

Respondent, in his post-trial brief, argues that his good faith belief that there was a Canadian lien should be a mitigating factor here. This court disagrees. Respondent’s understanding that there was a lien on the Westcott funds does not justify his misappropriation of any of those funds but instead reinforces the impropriety of such misconduct. Similarly, Respondent’s understanding that there was a Canadian lien on the Westcott funds does not justify or explain Respondent’s prolonged delays in satisfying those liens but, instead, makes Respondent’s prolonged inaction even more inexcusable.

DISCUSSION

The purpose of State Bar disciplinary proceedings is not to punish the attorney, but to protect the public, preserve public confidence in the profession, and maintain the highest possible professional standards for attorneys. (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 1085, 1090; *In the Matter of*

Koehler (Review Dept. 1991) 1 Cal. State Bar Ct. Rptr. 615, 628.) Although the standards are not binding, they are to be afforded great weight because “they promote the consistent and uniform application of disciplinary measures.” (*In re Silvertan* (2005) 36 Cal.4th 81, 91-92.) Nevertheless, the court is not bound to follow the standards in talismanic fashion. As the final and independent arbiter of attorney discipline, the court is permitted to temper the letter of the law with considerations peculiar to the offense and the offender. (*In the Matter of Van Sickle* (2006) 4 Cal. State Bar Ct. Rptr. 980, 994; *Howard v. State Bar* (1990) 51 Cal.3d 215, 221-222.) In addition, the court considers relevant decisional law for guidance. (See *Snyder v. State Bar* (1990) 49 Cal.3d 1302, 1310-1311; *In the Matter of Frazier* (Review Dept. 1991) 1 Cal. State Bar Ct. Rptr. 676, 703.) Ultimately, in determining the appropriate level of discipline, each case must be decided on its own facts after a balanced consideration of all relevant factors. (*Connor v. State Bar* (1990) 50 Cal.3d 1047, 1059; *In the Matter of Oheb* (Review Dept. 2006) 4 Cal. State Bar Ct. Rptr. 920, 940.)

The State Bar contends that disbarment of Respondent is called for by both the standards and the case law and that such is necessary here to protect both the public and the profession. This court agrees.

Standard 1.7(a) provides that, when two or more acts of misconduct are found in a single disciplinary proceeding and different sanctions are prescribed for those acts, the recommended sanction is to be the most severe of the different sanctions. In the present proceeding, the most severe sanction for Respondent's misconduct is found in standard 2.1(a).

Standard 2.1(a) provides: "Disbarment is the presumed sanction for intentional or dishonest misappropriation of entrusted funds or property, unless the amount misappropriated is insignificantly small or sufficiently compelling mitigating circumstances clearly predominate, in which case actual suspension is appropriate."

Application of this standard here indicates that disbarment should result from Respondent's action. His misconduct included multiple acts of misappropriation and moral turpitude; the amount of money misappropriated by him was clearly not insignificant; and no compelling mitigating circumstances have been demonstrated.

Turning to the case law, misappropriation of client funds has long been viewed by the courts as a particularly serious ethical violation. The Supreme Court has repeatedly stated that misappropriation breaches the high duty of loyalty owed by an attorney, violates basic notions of honesty, endangers public confidence in the profession, and generally warrants disbarment in the absence of clearly mitigating circumstances. (*McKnight v. State Bar* (1991) 53 Cal.3d 1025, 1035; *Kelly v. State Bar* (1988) 45 Cal.3d 649, 656; *Waysman v. State Bar* (1986) 41 Cal.3d 452, 457; *Cain v. State Bar* (1979) 25 Cal.3d 956, 961.) The Supreme Court has also imposed disbarment on attorneys with no prior record of discipline in cases involving a single misappropriation. (See, e.g., *In re Abbott* (1977) 19 Cal.3d 249 [taking of \$29,500, showing of manic-depressive condition, prognosis uncertain].) In *Kaplan v. State Bar* (1991) 52 Cal.3d 1067, an attorney with over 11 years of practice and no prior record of discipline was disbarred for misappropriating approximately \$29,000 in law firm funds over an 8-month period. In *Chang v. State Bar* (1989) 49 Cal.3d 114, an attorney misappropriated almost \$7,900 from his law firm, coincident with his termination by that firm, and was disbarred. (See also *In the Matter of Blum, supra*, 3 Cal. State Bar Ct. Rptr. 170 [no prior record of discipline, misappropriation of approximately \$55,000 from a single client]; *In the Matter of Spaith* (Review Dept. 1996) 3 Cal. State Bar Ct. Rptr. 511 [misappropriation of nearly \$40,000, misled client for a year, no prior discipline]; *Kennedy v. State Bar* (1989) 48 Cal.3d 610 [disbarment for misappropriation in excess of \$10,000 from multiple clients and failure to return files with no prior misconduct in

eight years]; and *Kelly v. State Bar, supra*, 45 Cal.3d 649 [disbarment for misappropriation of \$20,000 and failure to account with no prior discipline in seven years].)

“An attorney who deliberately takes a client’s funds, intending to keep them permanently, and answers the client’s inquiries with lies and evasions, is deserving of more severe discipline than an attorney who has acted negligently, without intent to deprive and without acts of deception.” (*Edwards v. State Bar* (1990) 52 Cal.3d 28, 38.) Respondent intentionally misappropriated over \$14,000 entrusted to him to hold as a fiduciary; because he had misused the money for his own purposes, he unduly delayed disbursing it to his client for two years, despite numerous demands by the client that she receive the funds; he sought to justify his continued retention of the funds by unreasonable and unjustified demands on and criticisms of his client and her attorney; and his misconduct continued even after the State Bar became involved and this disciplinary action was filed. Under such circumstances, a recommendation of disbarment is both appropriate and necessary to protect the public and the profession.

RECOMMENDED DISCIPLINE

Disbarment

The court recommends that respondent **BRIAN EDWARD REED**, State Bar No. 95877, be disbarred from the practice of law in the State of California and that his name be stricken from the Roll of Attorneys of all persons admitted to practice in this state.

California Rules of Court, Rule 9.20

The court further recommends that Respondent be ordered to comply with California Rules of Court, rule 9.20 and perform the acts specified in subdivisions (a) and (c) of that rule within 30 and 40 calendar days, respectively, after the effective date of the Supreme Court order in this matter.

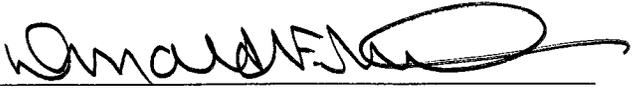
Costs

It is further recommended that costs be awarded to the State Bar in accordance with section 6086.10 and that such costs be enforceable both as provided in section 6140.7 and as a money judgment. Respondent must also reimburse the Client Security Fund to the extent that the misconduct in this matter results in the payment of funds, and such payment is enforceable as provided under Business and Professions Code section 6140.5.

ORDER OF INACTIVE ENROLLMENT

In accordance with Business and Professions Code section 6007, subdivision (c)(4), it is ordered that **BRIAN EDWARD REED**, State Bar No. 95877, be involuntarily enrolled as an inactive member of the State Bar of California effective three calendar days after service of this decision and order by mail. (Rules Proc. of State Bar, rule 5.111(D)(1).)⁷

Dated: November 20, 2015


DONALD F. MILES
Judge of the State Bar Court

⁷ Only active members of the State Bar may lawfully practice law in California. (Bus. & Prof. Code, § 6125.) It is a crime for an attorney who has been enrolled inactive (or disbarred) to practice law, to attempt to practice of law, or even to hold himself or herself out as entitled to practice law. (Bus. & Prof. Code, § 6126, subd. (b).) Moreover, an attorney who has been enrolled inactive (or disbarred) may not lawfully represent others before any state agency or in any state administrative hearing even if laypersons are otherwise authorized to do so. (*Ibid.*; *Benninghoff v. Superior Court* (2006) 136 Cal.App.4th 61, 66-73.)

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 November 20, 2015, I deposited a true copy of the following document(s):

**DECISION INCLUDING DISBARMENT RECOMMENDATION AND
INVOLUNTARY INACTIVE ENROLLMENT ORDER**

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

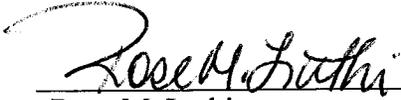
- by first-class mail, with postage thereon fully prepaid, through the United States Postal Service at Los Angeles, California, addressed as follows:

**ANTHONY P. RADOGNA
LAW OFFICES OF ANTHONY RADOGNA
1 PARK PLZ STE 600
IRVINE, CA 92614**

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

CHARLES CALIX, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on November 20, 2015.



Rose M. Luthi
Case Administrator
State Bar Court