

STATE BAR COURT OF CALIFORNIA  
HEARING DEPARTMENT – LOS ANGELES

In the Matter of	)	Case Nos.: <b>09-O-12766-RAH</b>
	)	(09-O-18149)
<b>PATRICIA ANN GREGORY</b>	)	
	)	<b>DECISION AND ORDER OF INACTIVE</b>
<b>Member No. 226239</b>	)	<b>ENROLLMENT</b>
	)	
A Member of the State Bar.	)	

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**1. INTRODUCTION AND PROCEDURAL MATTERS**

The trial in this matter commenced on November 15, 2010. The Office of the Chief Trial Counsel of the State Bar of California (“Office of the Chief Trial Counsel”) was represented by Brandon Tady. Respondent Patricia Ann Gregory (“respondent”) represented herself. This matter was originally submitted for decision on November 22, 2010; however, this submission date was subsequently vacated to allow for new exhibits. This matter was then re-submitted on February 16, 2011.

The Office of the Chief Trial Counsel seeks to disbar respondent. For the reasons set forth below, and, in particular, because of the seriousness of respondent’s misconduct, this court agrees that disbarment is the appropriate level of discipline.

On the first day of trial, Count Four of the Notice of Disciplinary Charges (“NDC”) was dismissed by stipulation of the parties. In addition, on November 17, 2010, the NDC was amended according to proof.

## **2. FINDINGS OF FACT AND CONCLUSIONS OF LAW**

### **A. Jurisdiction**

Respondent was admitted to the practice of law in the State of California on August 7, 2003, and since that time has been an attorney at law and a member of the State Bar of California.

### **B. Facts and Conclusions of Law of Charged Matters**

The culpability case was presented by both testimony and an agreed upon set of facts, contained in a Partial Stipulation as to Facts and Admission of Documents, filed November 8, 2010.

#### **1. The Luwain Ng Matter—Case No. 09-O-12766**

In or about May 2006, Luwain Ng (“Ng”) employed respondent to represent her in a marital dissolution case. On May 30, 2006, respondent filed a petition for dissolution of marriage on behalf of Ng in the San Diego County Superior Court, case no. D497115 (“Ng Case”).

During the pendency of the Ng case, Ng and her husband sold their family residence. On or about August 21, 2007, they instructed the escrow company to disburse the net proceeds to respondent’s trust account. On or about August 24, 2007, the sum of \$188,325 was deposited by wire in respondent’s trust account at Washington Mutual Bank, account no. \*\*\*\*\*3417<sup>1</sup> (“respondent’s CTA”). These funds were deposited in respondent’s CTA with the restriction that they would “be held in trust for the benefit of the parties by [respondent] as an officer of the court, and *that no funds will be withdrawn without a prior written agreement of the parties of counsel or an order of the court expressly requiring the withdrawal.*” (Exhibit 24, page 1; emphasis added.)

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<sup>1</sup> The complete account number has been omitted due to privacy concerns.

After respondent received the deposit of \$188,325 on behalf of Ng and her husband, and without authority to do so, respondent repeatedly transferred sums from respondent's CTA by online banking to another account which was not designated a trust account, thereby depleting respondent's CTA of funds deposited on behalf of Ng and her husband. By on or about March 3, 2008, the balance in respondent's CTA was approximately \$103,278.91.

Respondent filed a motion on behalf of Ng to obtain an order from the court permitting her to disburse to Ng one-half of the proceeds of sale of the family residence. Ng's former husband, through his attorney William Henrich, objected to respondent's motion. On February 28, 2008, the court granted respondent's motion. In its order, the court noted that "[t]he balance of the funds is to be held in trust for further disposition at a later date."<sup>2</sup>

On March 3, 2008, respondent disbursed the sum of \$94,162.50 from respondent's CTA to Ng. Upon the disbursement of the funds to Ng, the balance in respondent's CTA was approximately \$9,116.41. On or about April 23, 2008, the balance in respondent's CTA was approximately \$239.30.

On August 1, 2008, the court in the Ng case filed a judgment which awarded to Ng as her sole and separate property all proceeds from the sale of the family residence. The judgment also provided that Ng "...shall pay, on entry of the judgment, the sum of \$15,000. Said payment shall be made to attorney Heinrich from the proceeds in the trust account held by attorney Gregory." The court ordered the \$15,000 payment to Ng's former husband to equalize the division of community property and debts.

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<sup>2</sup> The parties stipulated as follows: "The disbursement of \$94,162.50 was made pursuant to the order of the superior court on or about January 22, 2008, authorizing the disbursement and providing that the balance of \$94,162.50 from the sale be held in trust pending further order of the court." However, the only court order authorizing the disbursement of funds was the aforementioned February 28, 2008 order, and that order did not add the restriction that the funds were to be held in trust "pending further order of the court." However, the February 28, 2008 order does reference a prior "tentative ruling," which may be the January 22, 2008 order.

On August 27, 2008, respondent disbursed \$15,000 to William Henrich. Respondent did not make the \$15,000 payment from the funds she placed in trust from the sale of the family residence. On September 11, 2008, the balance in respondent's CTA was \$167.90.<sup>3</sup>

In August or September 2008, respondent spoke to Ng and told her she no longer had \$79,162.50 in her CTA. This is the first time respondent told Ng she had withdrawn funds from the CTA other than the payment to Ng of \$94,162.50 and the \$15,000 payment to attorney Henrich. On September 18, 2008, Ng sent an e-mail to respondent, describing respondent's failure to maintain funds in the CTA and proposing a promissory note. On September 18, 2008, respondent sent an e-mail to Ng, acknowledging the fact that the money was not held in trust, and agreeing to send a promissory note the following day. In that e-mail, respondent noted "I unconditionally owe you the sum of \$93,000 less the \$15,000 already paid to his attorney. On September 19 or 20, 2008, respondent signed a "Promissory Note" in favor of Ng. The "Promissory Note" reads:

"I, Patricia Gregory, owe Luwain Ng the sum of \$79,162.50 as of 09/01/08. This total amount plus interest at a rate to be determined by Ms. Ng is due and payable on October 1, 2008."

On September 29, 2008, respondent sent an e-mail to Ng, discussing the various options she was pursuing to fund the repayment of the amounts owed. From October 2008 through January 2009, the parties exchanged many e-mail messages regarding the status of the funds respondent was seeking to use for repayment. Commencing in October 2008, respondent began making monthly interest payments of approximately \$1,300.00 on the principal outstanding.

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<sup>3</sup> It should be noted that, while not a justification for her withdrawal of the funds held in the CTA, respondent performed extensive and apparently high quality work for Ng. The record is replete with examples of her work and the services provided. There were no serious complaints by the client concerning the quality of her work. In fact, before the issues with the unilateral withdrawal of funds from the CTA arose, the extensive correspondence between respondent and her client was cordial and professional.

Respondent began having problems with raising the cash to repay Ng. When her anticipated source of funds failed to materialize, respondent began to seek out other avenues of raising the money to repay Ng, including negotiating with U.S. Pension Funding about selling a portion of her military pension. The parties again exchanged multiple e-mail messages.

On April 8, 2009, respondent informed Ng that she had obtained a loan for \$5,000 and she would send her a check in that amount. Both Ng and respondent understood this payment was to be applied to reduce the amount of the principal respondent owed to Ng. On April 15, 2009, respondent met with Ng and gave her the \$5,000 check. Starting in October 2008, respondent continued to make monthly interest payments on the amount owed.

On May 5, 2009, Ng sent another e-mail to respondent stating, in part, "I am getting a little worried because it has been 9 months of this and I'm afraid I may never see my money...." Respondent received this e-mail.

On May 7, 2009, Ng sent a letter to respondent and she filed a State Bar complaint against respondent. Respondent received the letter. More e-mail correspondence occurred, and on May 10, 2009, respondent sent an e-mail to Ng. In this email, she begged Ng not to file a complaint with the State Bar, stating "If I am turned [in to] the State Bar my life is over ... If the State Bar is involved I will be disbarred."

On May 12, 2009, Ng mailed a letter to the San Diego District Attorney's Office, complaining of the conduct of respondent. On May 12, 2009, respondent learned that her supplemental application to U.S. Pension Funding was denied. She then began negotiating with her ex-husband to modify their respective rights to the pension to allow her to get immediate cash out of the plan.

On June 4, 2009, State Bar investigator Agnes Mina sent a letter to respondent informing her that Ng had filed a State Bar complaint and requesting respondent's written response and documents. Respondent received the letter.

On June 14, 2009, respondent sent an e-mail to Ng, in which she acknowledged receipt of the investigator's letter. After June 14, 2009, respondent informed Ng in an e-mail that she would not make any further payments of interest to her. In fact, she did not make any further payments to Ng. In closing her e-mail to Ng, respondent stated: "If you wanted to punish me, you have succeeded. I am destroyed. You have \$20,000, a ridiculously low legal bill and my obligation to pay the \$80,000. I have nothing. Seems a bit unfair, no? But you did get your revenge. Hope it was sweet."

From October 1, 2008 to June 4, 2009, respondent paid to Ms. Ng an approximate average of \$1,300 each month and a principal payment of \$5,000.

Between May 30, 2006 and March 20, 2008, respondent sent the following invoices for legal fees and costs to Ng which Ng paid in full by bank checks:

- a. Retainer fee of \$1,500, paid in full by Ng on May 30, 2006.
- b. Invoice No. 10 dated August 1, 2006, for \$1,230, paid in full by Ng on August 2, 2006.
- c. Invoice No. 13 dated October 5, 2006, for \$1,332.02, paid in full by Ng on October 5, 2006. This Invoice also reflects payments, totaling \$1,885.48, from Mr. James Shortall. Mr. Shortall was claiming to be a tenant in the home owned by Ng and her ex-husband.
- d. Invoice No. 29 dated December 23, 2006, for \$1,185, paid in full by Ng on December 29, 2006.
- e. Invoice No. 29 dated April 8, 2007, for \$892.50, paid in full by Ng on April 11, 2007.
- f. Invoice No. 48 dated May 3, 2007 for \$717.50, paid in full by Ng on May 7, 2007.

- g. Invoice No. 59 dated July 26, 2007 for \$647.50, paid in full by Ng on July 30, 2007.
- h. Invoice No. 70 dated March 20, 2008, for \$3,486, paid in full by Ng on March 24, 2008.

**Conclusions of Law (Case No. 09-O-12766)**

***Count One – Rule 4-100(A), Rules of Professional Conduct<sup>4</sup> [Failure to Maintain Client Funds in Trust Account]***

Rule 4-100(A) provides in pertinent part, “All funds received or held for the benefit of clients by a member or law firm, including advances for costs and expenses, shall be deposited in one or more identifiable bank accounts labeled ‘Trust Account,’ ‘Client’s Funds Account’ or words of similar import[.]”

Respondent did not maintain the funds received from Ng and her husband in respondent’s CTA. By this failure, she violated rule 4-100(A). The Office of the Chief Trial Counsel has met its burden of proof as to Count One.

***Count Two – Section 6106, Business and Professions Code<sup>5</sup> [Moral Turpitude – Misappropriation]***

Section 6106 provides that an attorney’s “commission of any act involving moral turpitude...whether committed in the course of his relations as an attorney or otherwise, and whether the act is a felony or misdemeanor or not, constitutes a cause for disbarment or suspension.” Moreover, conduct which indicates that an attorney is unable to meet the professional and fiduciary duties of his practice may show him or her to be unfit to practice and constitute moral turpitude. (*In re Strick* (1983) 34 Cal.3d 891, 901.) Thus, an attorney’s deliberate breach of a fiduciary duty to a client involves moral turpitude as a matter of law. (*In the Matter of Kittrell* (Review Dept. 2000) 4 Cal. State Bar Ct. Rptr. 195, 208.) Further, even an attorney’s non-deliberate breach of a fiduciary duty to a client involves moral turpitude if the

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<sup>4</sup> Unless otherwise noted, all references to “rule(s)” are to this source.

<sup>5</sup> Unless otherwise noted, all references to “section(s)” are to this source.

breach occurred as a result of the attorney's gross carelessness and negligence. (*Id.*, citing *Lipson v. State Bar* (1991) 53 Cal.3d 1010, 1020; *In the Matter of Rubens* (Review Dept. 1995) 3 Cal. State Bar Ct. Rptr. 468, 478.)

In the absence of client consent, an attorney may not unilaterally withhold entrusted funds even though he may be entitled to reimbursement. (*Most v. State Bar* (1967) 67 Cal.2d 589, 597; *Crooks v. State Bar* (1970) 3 Cal.3d 346, 358.) Withholding and appropriating client funds without client consent clearly supports a finding that an attorney misappropriated funds in violation of section 6106. (*Jackson v. State Bar* (1975) 15 Cal.3d 372, 380-381; see also *McKnight v. State Bar* (1991) 53 Cal.3d 1025, 1033-1034 [depriving client of rightful and timely access to funds by withholding them without authority represents clear and convincing proof of violation of § 6106].)

Respondent removed at least \$85,046.09 from her client trust account without any permission to do so from Ng. Respondent, after the fact, sought to characterize these funds as due her for attorney's fees, but that clearly was not the case. In fact, when billed for the services respondent rendered, Ng promptly paid the invoices she received. Respondent misappropriated these funds, and in doing so, committed an act involving moral turpitude, dishonesty or corruption.

***Count Three – Section 6103 [Failure to Obey Court Order]***

Section 6103 provides, in pertinent part, that a willful disobedience or violation of an order of the court requiring an attorney to do or forbear an act connected with or in the course of his or her profession, which he or she ought in good faith to do or forbear, constitute causes for disbarment or suspension.”

The funds held on behalf of Ng were ordered to remain in respondent's CTA and be removed only upon the agreement of the parties or a court order. Although the parties reference



a January 22, 2008 court order that requires the funds “be held in trust pending further order of the court,” the court is unable to find a copy of this order in the exhibits. However, on February 28, 2008, the court ordered that one-half of the funds be distributed, with the requirement that “[t]he balance of the funds is to be held in trust for further disposition at a later date.” This constituted an order of the court that respondent hold the funds in trust. As a fiduciary, she had the duty to not appropriate those funds for her own use. When she removed at least \$85,046.09 of these funds from her client trust account without any permission to do so from Ng, she violated that court order. The State Bar has met its burden with respect to Count Three.

## **2. The Denise Doll Matter—Case No. 09-O-18149**

On July 26, 2007, Denise Doll (“Doll”) employed respondent to represent her in various legal matters. The retainer agreement between respondent and Doll provided that “[a]t the time of each billing, the amount of legal services and expenses billed by the Attorney shall be disbursed from the Attorney’s Trust Account to the Attorney’s Operating Account.” As such, a prerequisite to withdrawing funds from the client trust account was respondent sending Doll a bill.

On or about April 28, 2008, respondent negotiated a settlement in the sum of \$27,500 with Doll’s former insurer, USAA, of Doll’s claim for a property loss incurred during moving and storage. On or about April 30, 2008, respondent deposited the \$27,500 received on behalf of Doll in respondent’s CTA.

On June 30, 2008, the balance in respondent’s CTA was \$7,861.40. On July 30, 2008, the balance in respondent’s CTA was \$583.00. On August 30, 2008, the balance in respondent’s

CTA was \$1013.90. Between July 26, 2007 (the date of the retainer agreement) and August 30, 2008, respondent did not send Doll bills for her services.<sup>6</sup>

Shortly after August 2008, respondent advised Doll that the reason she could not disburse the funds to her from the CTA was because she had received an attorney's lien from Jeffrey Schwartz, Doll's prior attorney. While there is some evidence of an attorney's lien by Mr. Schwartz (exhibit 134), it is also clear that at the time of this representation by respondent to Doll, most or all of Doll's money had already been disbursed from the CTA.

On December 12, 2008, respondent sent a letter to Wendy Evers on behalf of Doll. In that letter, respondent stated that she was holding in a trust account for Doll an amount that exceeds the funds required to pay 12 months' rent at the rate of \$2,100 per month. On December 16, 2008, respondent wrote a letter to Frank Stroot. In that letter, respondent stated that she was holding in a trust account an amount that exceeds the funds required to pay 12 months of rent at the rate of \$2,395 per month. On December 18, 2008, respondent sent a letter to Wendy Evers. In that letter respondent stated she would guarantee two checks for \$7,000 and \$7,100 written by Dan Stragier for Doll's benefit. Respondent stated this guarantee was based on funds that she was currently holding in trust for Ms. Doll that exceeded \$14,100. On August 13, 2009, respondent sent a letter to David Stubbs Realty on behalf of Doll. In that letter, respondent stated that Doll had sufficient funds in respondent's CTA to lease property for \$2,400 a month for 12 months, for a total of \$28,800.

By letter dated September 17, 2009, Doll demanded that respondent disburse the \$27,500 to her. Respondent received Doll's letter and responded by letter to inform Doll that she could not disburse the \$27,500 because both respondent and prior counsel were asserting liens on the

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<sup>6</sup> The only bills submitted by respondent were prepared after the fact from her notes, and were provided after Doll filed the State Bar complaint.

funds. Again, respondent asserted that the reason she could not disburse the funds was because of Mr. Schwartz' lien. In fact, as noted above, she had already disbursed the funds by this time.

Respondent has not disbursed to Doll any of the \$27,500 received on her behalf. On October 21, 2009, Doll filed a State Bar complaint against respondent.

### **Conclusions of Law (Case No. 09-O-18149)**

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

By failing to maintain \$27,500.00 in her CTA on behalf of Doll, respondent failed to maintain the balance of funds received for the benefit of a client and deposited in a trust account, in violation of rule 4-100(A). The Office of the Chief Trial Counsel has met its burden as to this count.

#### ***Count Six – Section 6106 [Moral Turpitude – Misappropriation]***

Respondent misappropriated at least \$27,500 of Doll's funds, thereby committing an act involving moral turpitude, dishonesty or corruption.

### **3. LEVEL OF DISCIPLINE**

#### **A. Factors in Aggravation**

It is the prosecution's burden to establish aggravating circumstances by clear and convincing evidence. (Rules of Procedure of the State Bar, title IV, Standards for Attorney Sanctions for Professional Misconduct, std. 1.2(b).)<sup>7</sup> The court finds the following three factors in aggravation.

#### **Multiple Acts of Misconduct**

Respondent's multiple acts of misconduct constitute an aggravating factor. (Std. 1.2(b)(ii).)

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<sup>7</sup> All further references to standard(s) are to this source.

### **Bad Faith, Dishonesty, Concealment, and Overreaching**

Respondent misled her client by informing her that the reason she could not disburse the funds to her was because of an attorney's lien. In fact, the funds had already been disbursed. Further, respondent misrepresented the facts to potential landlords of Doll, advising them that she held in trust funds that could act as security for their agreement to lease to her client. As such, respondent's acts of misconduct were surrounded by or followed by bad faith, dishonesty, concealment, and overreaching. (Std. 1.2(b)(iii).)

### **Significant Harm**

Respondent's conduct significantly harmed her clients. (Std. 1.2(b)(iv).) By misappropriating funds belonging to Ng and Doll, respondent caused both of her clients to suffer significant financial harm.

### **B. Factors in Mitigation**

Respondent bears the burden of establishing mitigation by clear and convincing evidence. (Std. 1.2(e).) The court finds one factor in mitigation.

### **Cooperation with the Office of the Chief Trial Counsel**

Respondent cooperated with the Office of the Chief Trial Counsel by entering into an extensive stipulation of facts and conclusions of law. (Std. 1.2(e)(v).) This dramatically reduced the time necessary for trial of the matter. Therefore, respondent is entitled to credit in mitigation for such conduct.

## **4. DISCUSSION**

Standard 1.3 provides that the primary purposes of discipline are to protect the public, the courts, and the legal profession; to maintain the highest possible professional standards for attorneys; and to preserve public confidence in the legal profession. (*Chadwick v. State Bar* (1989) 49 Cal.3d 103, 111.)

In determining the appropriate level of discipline, this 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 1.6 provides that the appropriate sanction for the misconduct found must be balanced with any mitigating or aggravating circumstances, with due regard for the purposes of imposing discipline. If two or more acts of professional misconduct are found in a single disciplinary proceeding, the sanction imposed shall be the most severe of the applicable sanctions. (Std. 1.6(a).)

Standards 2.2, 2.3, and 2.6 apply in this matter. The most severe sanction is found at standard 2.2(a) which recommends disbarment for willful misappropriation of entrusted funds unless the amount misappropriated is insignificantly small or unless the most compelling mitigating circumstances clearly predominate, in which case the minimum discipline recommended is a one-year actual suspension.

The Supreme Court gives the standards “great weight” and will reject a recommendation consistent with the standards only where the court entertains “grave doubts” as to its propriety. (*In re Silverton* (2005) 36 Cal.4th 81, 91-92; *In re Naney* (1990) 51 Cal.3d 186, 190.) The standards are not mandatory; they may be deviated from when there is a compelling, well-defined reason to do so. (*Bates v. State Bar* (1990) 51 Cal.3d 1056, 1061, fn. 2; *Aronin v. State Bar* (1990) 52 Cal.3d 276, 291.) There is no reason, however, to deviate from the standards in this case.

The court also finds *In the Matter of Spaith* (1996) 3 Cal. State Bar Ct. Rptr. 511, to be instructive. In *Spaith*, the attorney was found culpable of misappropriating approximately

\$40,000 from a client and misleading the client regarding the status of the money for over a year. In mitigation, the attorney demonstrated good character; provided community service and other pro bono activities; and cooperated with the State Bar by admitting his wrongdoing and stipulating to the facts and culpability. In addition, the attorney had no prior record of discipline in over 15 years of practicing law.<sup>8</sup> In aggravation, the attorney's misconduct involved multiple acts of wrongdoing. The Review Department ultimately found that the mitigating circumstances were not sufficiently compelling to justify a lesser sanction than disbarment when weighed against the attorney's misconduct and aggravating circumstances. (*Id.* at p. 522.)

The court finds the facts involved in the instant case to be more egregious than those of *Spaith*. Here, respondent, in two separate matters, misappropriated a total sum of over \$112,000. This amount is almost three times the amount misappropriated in *Spaith*. The court also notes that, unlike the attorney in *Spaith*, respondent still owes money to the victims of her misappropriation. Further, there was not as much compelling mitigation in this matter as there was in *Spaith*.

To be sure, respondent spent many hours representing her clients, and there was no serious contention that the quality of her services was deficient in any way. But doing good work is not a justification for the unilateral payment of her own fees. And it certainly does not justify her later lying about the status of her client trust account.

Therefore, after weighing the evidence, including the factors in aggravation and mitigation, the court finds no compelling reason to recommend a level of discipline short of disbarment.

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<sup>8</sup> Although the attorney paid restitution, this did not warrant mitigative credit due to the fact that none of the restitution was paid until after the attorney's client threatened to report him to the State Bar.

## **5. RECOMMENDED DISCIPLINE**

This court recommends that respondent **Patricia Ann Gregory** be disbarred from the practice of law in the State of California and that her name be stricken from the roll of attorneys in this state.

It is also recommended that respondent make restitution to Luwain Lai Sinn Ng in the amount of \$74,162.50 plus 10% interest per annum from April 23, 2008 (or to the Client Security Fund to the extent of any payment from the fund to Ng, plus interest and costs, in accordance with Business and Professions Code section 6140.5), and furnish satisfactory proof thereof to the State Bar's Office of Probation.

In addition, it is also recommended that respondent make restitution to Denise Doll in the amount of \$27,500.00 plus 10% interest per annum from July 30, 2008 (or to the Client Security Fund to the extent of any payment from the fund to Doll, plus interest and costs, in accordance with Business and Professions Code section 6140.5), and furnish satisfactory proof thereof to the State Bar's Office of Probation.<sup>9</sup>

Any restitution to the Client Security Fund is enforceable as provided in Business and Professions Code section 6140.5, subdivisions (c) and (d).

The court further recommends that respondent be ordered to comply with 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 calendar days, respectively, after the effective date of the Supreme Court order in this matter.<sup>10</sup>

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<sup>9</sup> Respondent is entitled to credit for any payments made to Ng or Doll, upon proof satisfactory to the Office of Probation.

<sup>10</sup> Respondent is required to file a rule 9.20(c) affidavit even if she has no clients to notify on the date the Supreme Court files its order in this proceeding. (*Powers v. State Bar* (1988) 44 Cal.3d 337, 341.)

## **6. COSTS**

The court recommends that costs be awarded to the Office of the Chief Trial Counsel 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.

## **7. ORDER OF INACTIVE ENROLLMENT**

In accordance with Business and Professions Code section 6007, subdivision (c)(4), it is ordered that respondent be involuntarily enrolled as an inactive member of the State Bar of California effective three days after service of this decision and order by mail. (Rules Proc. of State Bar, rule 5.111(D)(1).)

Dated: March \_\_\_\_\_, 2011

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RICHARD A. HONN  
Judge of the State Bar Court