



ORIGINAL

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| State Bar Court of California | | |
|--|---|---|
| Hearing Department <input checked="" type="checkbox"/> Los Angeles <input type="checkbox"/> San Francisco | | |
| Counsel for the State Bar ERIN McKEOWN JOYCE DEPUTY TRIAL COUNSEL 1149 SOUTH HILL STREET LOS ANGELES, CALIFORNIA 90015 TELEPHONE: (213) 765.1356 Bar # 149946 | Case number(s) 04-O-14774 04-O-15158 05-O-00733 05-O-04314 | (for Court's use) <div style="text-align: center; font-size: 2em; font-weight: bold;">FILED</div> <div style="text-align: center; font-size: 1.2em; font-weight: bold;">MAY 11 2006</div> <div style="text-align: center; font-weight: bold;">STATE BAR COURT CLERK'S OFFICE LOS ANGELES</div> |
| <input type="checkbox"/> Counsel for Respondent <input checked="" type="checkbox"/> In Pro Per, Respondent JEFF A. MANN 4929 WILSHIRE BLVD., #1015 LOS ANGELES, CALIFORNIA 90010 TELEPHONE: (323) 930-1902 Bar # 115932 | PUBLIC MATTER | |
| In the Matter of JEFF A. MANN Bar # 115932 A Member of the State Bar of California (Respondent) | Submitted to <input checked="" type="checkbox"/> assigned judge <input type="checkbox"/> settlement judge STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING STAYED SUSPENSION; NO ACTUAL SUSPENSION <input type="checkbox"/> PREVIOUS STIPULATION REJECTED | |

Note: All information required by this form and any additional information which cannot be provided in the space provided, must be set forth in an attachment to this stipulation under specific headings, e.g., "Facts," "Dismissals," "Conclusions of Law," "Supporting Authority," etc.

A. Parties' Acknowledgments:

- (1) Respondent is a member of the State Bar of California, admitted December 3, 1984
(date)
- (2) The parties agree to be bound by the factual stipulations contained herein even if conclusions of law or disposition are rejected or changed by the Supreme Court.
- (3) All investigations or proceedings listed by case number in the caption of this stipulation are entirely resolved by this stipulation, and are deemed consolidated. Dismissed charge(s)/count(s) are listed under "Dismissals." The stipulation and order consist of 14 pages.
- (4) A statement of acts or omissions acknowledged by Respondent as cause or causes for discipline is included under "Facts."
- (5) Conclusions of law, drawn from and specifically referring to the facts, are also included under "Conclusions of Law."
- (6) The parties must include supporting authority for the recommended level of discipline under the heading "Supporting Authority."
- (7) No more than 30 days prior to the filing of this stipulation, Respondent has been advised in writing of any pending investigation/proceeding not resolved by this stipulation, except for criminal investigations.

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- (6) **Lack of Cooperation:** Respondent displayed a lack of candor and cooperation to victims of his/her misconduct or to the State Bar during disciplinary investigation or proceedings.
- (7) **Multiple/Pattern of Misconduct:** Respondent's current misconduct evidences multiple acts of wrongdoing or demonstrates a pattern of misconduct.
- (8) **No aggravating circumstances are involved.**

Additional aggravating circumstances:

C. Mitigating Circumstances [see standard 1.2(e)]. Facts supporting mitigating circumstances are required.

- (1) **No Prior Discipline:** Respondent has no prior record of discipline over many years of practice coupled with present misconduct which is not deemed serious.
- (2) **No Harm:** Respondent did not harm the client or person who was the object of the misconduct.
- (3) **Candor/Cooperation:** Respondent displayed spontaneous candor and cooperation with the victims of his/her misconduct and to the State Bar during disciplinary investigation and proceedings.
- (4) **Remorse:** Respondent promptly took objective steps spontaneously demonstrating remorse and recognition of the wrongdoing, which steps were designed to timely atone for any consequences of his/her misconduct.
- (5) **Restitution:** Respondent paid \$ _____ on _____ in restitution to _____ without the threat or force of disciplinary, civil or criminal proceedings.
- (6) **Delay:** These disciplinary proceedings were excessively delayed. The delay is not attributable to Respondent and the delay prejudiced him/her.
- (7) **Good Faith:** Respondent acted in good faith.
- (8) **Emotional/Physical Difficulties:** At the time of the stipulated act or acts of professional misconduct, Respondent suffered extreme emotional difficulties or physical disabilities which expert testimony would establish was directly responsible for the misconduct. The difficulties or disabilities were not the product of any illegal conduct by the member, such as illegal drug or substance abuse, and Respondent no longer suffers from such difficulties or disabilities.
- (9) **Family Problems:** At the time of the misconduct, Respondent suffered extreme difficulties in his/her personal life which were other than emotional or physical in nature.

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- (10) **Severe Financial Stress:** At the time of the misconduct, Respondent suffered from severe financial stress which resulted from circumstances not reasonably foreseeable or which were beyond his/her control and which were directly responsible for the misconduct.
- (11) **Good Character:** Respondent's good character is attested to by a wide range of references in the legal and general communities who are aware of the full extent of his/her misconduct.
- (12) **Rehabilitation:** Considerable time has passed since the acts of professional misconduct occurred followed by convincing proof of subsequent rehabilitation.
- (13) **No mitigating circumstances are involved.**

Additional mitigating circumstances:

D. Discipline

1. Stayed Suspension.

- (a) Respondent must be suspended from the practice of law for a period of two (2) years
- i. and until Respondent shows proof satisfactory to the State Bar Court of rehabilitation and present fitness to practice and present learning and ability in the law pursuant to standard 1.4(c)(ii), Standards for Attorney Sanctions for Professional Misconduct.
- ii. and until Respondent pays restitution as set forth in the Financial Conditions form attached to this Stipulation.
- iii. and until Respondent does the following: _____

The above-referenced suspension is stayed.

2. Probation.

Respondent is placed on probation for a period of two (2) years, which will commence upon the effective date of the Supreme Court order herein. (See rule 953, California Rules of Court.)

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E. Additional Conditions of Probation:

- (1) During the probation period, Respondent must comply with the provisions of the State Bar Act and Rules of Professional Conduct.
- (2) Within ten (10) days of any change, Respondent must report to the Membership Records Office of the State Bar and to the Office of Probation of the State Bar of California ("Office of Probation"), all changes of information, including current office address and telephone number, or other address for State Bar purposes, as prescribed by section 6002.1 of the Business and Professions Code.
- (3) Within 30 days from 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) 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 conditions of probation during the preceding calendar quarter. Respondent must also state in each report whether there are any proceedings pending against him or her in the State Bar Court and, if so, the case number and current status of that proceeding. If the first report would cover less than 30 days, that report must be submitted on the next quarter date, and cover the extended period.

In addition to all quarterly reports, a final report, containing the same information, is due no earlier than twenty (20) days before the last day of the period of probation and no later than the last day of probation.

- (5) Respondent must be assigned a probation monitor. Respondent must promptly review the terms and conditions of probation with the probation monitor to establish a manner and schedule of compliance. During the period of probation, Respondent must furnish to the monitor such reports as may be requested, in addition to the quarterly reports required to be submitted to the Office of Probation. Respondent must cooperate fully with the probation monitor.
- (6) Subject to assertion of applicable privileges, Respondent must answer fully, promptly and truthfully any inquiries of the Office of Probation and any probation monitor assigned under these conditions which are directed to Respondent personally or in writing relating to whether Respondent is complying or has complied with the probation conditions.
- (7) Within one (1) year of the effective date of the discipline herein, respondent must provide to the Office of Probation satisfactory proof of attendance at a session of State Bar Ethics School, and passage of the test given at the end of that session.
 - No Ethics School recommended. Reason: _____
- (8) Respondent must comply with all conditions of probation imposed in the underlying criminal matter and must so declare under penalty of perjury in conjunction with any quarterly report to be filed with the Office of Probation.
- (9) The following conditions are attached hereto and incorporated:

- Substance Abuse Conditions Law Office Management Conditions
- Medical Conditions Financial Conditions

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F. Other Conditions Negotiated by the Parties:

- (1) **Multistate Professional Responsibility Examination:** Respondent must provide proof of passage of the Multistate Professional Responsibility Examination ("MPRE"), administered by the National Conference of Bar Examiners, to the Office of Probation within one year. Failure to pass the MPRE results in actual suspension without further hearing until passage. But see rule 951(b), California Rules of Court, and rule 321(a)(1) & (c), Rules of Procedure.

No MPRE recommended. Reason: _____

- (2) **Other Conditions:**

ATTACHMENT TO
STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION

IN THE MATTER OF: JEFF A. MANN

CASE NUMBERS: 04-O-14774, 04-O-15158, 05-O-00733 and 05-O-04314

FACTS AND CONCLUSIONS OF LAW

Case Numbers 04-O-14774 and 05-O-00733

Facts

1. On November 3, 1999, Soo Chan Song, Andrew Kim and Byung Jo No, were involved in an auto accident.
2. On November 4, 1999, Kim and No hired Respondent to represent them in the personal injury action which arose from the November 3, 1999 auto accident. Respondent did not secure a waiver from his clients to undertake the representation of both Kim and No. However, the liability for the accident was not disputed and there was sufficient insurance to make all of his clients whole. Accordingly, Respondent did not find any potential conflict of interest which would have required him to obtain a waiver.
3. On November 19, 1999, Song hired Respondent to represent him in the personal injury action which arose from the November 3, 1999 auto accident. Respondent did not secure a waiver from Song to undertake the representation of Song, Kim and No.
4. On November 22, 1999, Progressive Insurance Company ("Progressive"), the carrier for other driver involved in the auto accident, Seung Wook Kim, issued a property damage check for \$5,098.14 payable to No and Mega Tech Auto Center.
5. On February 23, 2000, Progressive issued a settlement draft payable to Song and Respondent for \$6,500.00.00 and a settlement draft payable to Andrew Kim and Respondent for \$7,000.00.
6. On March 14, 2000, Progressive issued a settlement draft payable to No and Respondent for \$7,2501.00.
7. On May 11, 2000, Professional Claim Services, Inc., acting on behalf of Mutual Service Casualty and Vision Insurance ("Vision"), sent a letter to Respondent stating that the company would be forwarding med pay drafts shortly for Respondent's three clients.
8. Subsequently, Vision issued three med pay checks in the amount of \$1,000.00 payable to Respondent and his clients dated May 16, 2000 and May 12, 2000. Respondent deposited the med pay checks into his client trust account and held the monies on behalf of his clients. Respondent intended to wait until after the expiration of the statute of limitations on the med pay reimbursement, and then to forward the remaining monies to his clients.

9. On June 19, 2000, Vision sent a letter to Respondent in which Vision requested Respondent to provide a status report on the personal injury action for the med pay reimbursement for his clients. Respondent received the letter but failed to respond to it.

10. On July 18, 2000, Vision sent another letter to Respondent in which Vision requested Respondent to provide a current status report on the personal injury action. Respondent received the letter but failed to respond to it.

11. On August 21, 2000, Vision sent a third letter to Respondent in which Vision requested Respondent to provide a status report on the personal injury action for med pay reimbursement purposes. Respondent received the letter but failed to respond to it.

12. On November 6, 2000, Vision sent a fourth letter to Respondent in which Vision requested Respondent to provide a status report. Respondent received the letter but failed to respond to it.

13. On July 26, 2001, Vision requested MAC Adjustment, Inc. ("MAC") to pursue med pay reimbursement against Respondent's clients. In the next eight months, MAC made numerous calls to Respondent and left detailed messages requesting a status report on the personal injury action and the med pay reimbursement. Respondent failed to respond to any of these messages, despite having received them.

14. On April 2, 2002, John Molina, an attorney for MAC, sent a letter to Respondent regarding Respondent's failure to respond to numerous calls and letters from MAC with respect to the reimbursement of the three med payments.

15. On October 26, 2002, Paul Kingston, attorney for MAC, sent a demand letter to Respondent regarding Respondent's failure to reimburse MAC for the three med payments. Respondent received the letter but did not respond.

16. On November 14, 2002, Kingston sent a second demand letter to Respondent. Respondent received the letter but failed to respond.

17. On April 5, 2004, Howard Gertz, another attorney for MAC, filed a breach of contract complaint in Los Angeles Superior Court against Song, Kim and No for recovery of the med payments entitled *Mutual Service Casualty Insurance Company v. Byung Jo No, Andrew Kim and Soo Chan Song*, case number 04K04504.

18. On May 20, 2004, Respondent sent a letter to Gertz in which Respondent indicated to Gerts that Song and Kim had no contractual obligation to MAC, and that the statute of limitations for a written contract had expired.

19. On May 25, 2004, Gertz sent a letter to Respondent in which Gertz indicated to Respondent that the civil action had been filed within the 4 year statute of limitations.

20. On June 14, 2004, Respondent sent a letter to Gertz in which Respondent enclosed his trust account check number payable to MAC in the amount of \$2,000.00, dated June 14, 2004, as med pay reimbursement for all three defendants in exchange for the dismissal of the lawsuit.

21. On August 4, 2004, Gertz sent a letter to Respondent in which Gertz enclosed a copy of the order of dismissal.

Conclusions of Law

22. By failing to timely reimburse the med payments to MAC and failing to resolve the med pay reimbursement issue with MAC on behalf of his clients, which resulted in his clients being sued by MAC for the reimbursement, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence, in wilful violation of Rule of Professional Conduct 3-110(A).

Case Number 04-O-15158

Facts

23. In December 2003, Jaime Franco employed Respondent on a contingency basis to represent Franco, his wife, Concepcion Franco, his minor daughter, Vanessa Franco and his minor step daughter, Brenda Villalobos, with respect to their personal injury matter following their auto accident on December 19, 2003. Jaime Franco was not insured at the time of the accident.

24. On January 5, 2004, Jaime Franco and Respondent signed a doctor's lien with Atlantic Chiropractic Center ("Atlantic").

25. On January 7, 2004, Concepcion Franco and Respondent signed a doctor's lien with Atlantic.

26. On March 12, 2004, Atlantic sent medical reports and bills to Respondent for treatment provided to Jaime Franco totaling \$3,575.00, Concepcion Franco totaling \$3,380.00, Vanessa Franco totaling \$2,375.00 and Brenda Villalobos totaling \$2,650.00.

27. Respondent sent the medical reports along with a demand letter to Auto Club Insurance Company ("Auto Club") along with a demand letter.

28. On May 12, 2004, a claims representative with Auto Club, Sue Austin, sent a letter to Respondent's office in which she enclosed offers for Jaime for \$1,788.00, Concepcion for \$1,750.00, Vanessa for \$1,400.00 and Brenda for \$1,250.00.

29. On May 13, 2004, Respondent settled all four claims for a total amount of \$6,788.00.

30. On July 20, 2004, Respondent disbursed a partial payment of \$1,000.00 to Atlantic for treatment provided to Vanessa Franco and Brenda Villalobos.

31. On August 6, 2004, the Francos received the disbursement checks for Vanessa, and Brenda. Each check was for \$500.00.

32. It was not until after the Francos filed a State Bar complaint that Respondent negotiated the medical bills of Jaime and Concepcion Franco with Atlantic.

33. On August 27, 2005, Respondent disbursed the final payments for the medical bills of Jaime and Concepcion Franco to Atlantic.

Conclusions of Law

34. By failing to pay the medical bills of Jaime and Concepcion Franco until August 2005, Respondent failed to promptly pay to his clients' medical provider funds which they were entitled to receive, in wilful violation of Rule 4-100(B)(4).

Case Number 05-O-04314

Facts

35. On October 16, 2002, Michael H. Chhuy employed Respondent on a contingency basis to represent him with respect to a personal injury matter following his auto accident on October 15, 2002.

36. In February 26, 2003, Respondent settled Chhuy's case.

37. Subsequently, Mercury Insurance Group ("Mercury") issued a med pay check payable to Chhuy and Respondent for \$3,248.27. Respondent deposited the med pay check into his client trust account.

38. On March 6, 2003, the other driver's insurance company, Golden Eagle Insurance ("Golden Eagle") issued a settlement check payable to Chhuy and Respondent for \$7,500.00.

39. On March 11, 2003, Respondent disbursed the settlement funds to Chhuy. However, Respondent failed to reimburse any portion of med payments totaling \$3,248.27 to Mercury. Instead, Respondent held the med pay monies in trust on behalf of Chhuy intending to wait until the expiration of the statute of limitations on the med pay reimbursement before paying out the remaining monies to Chhuy.

40. On April 3, 2003, Christene M. Moon of Mercury sent a letter to Respondent in which she informed Respondent that Mercury had been advised that the Golden Eagle had settled the matter. Moon requested the Respondent reimburse Mercury for the med payments of \$3,248.27 less his attorneys' fees. Respondent received the letter but failed to respond.

41. On May 23, 2003, Moon sent a second letter to Respondent in which she requested that Respondent reimburse Mercury for the med payments. Respondent received the letter but failed to respond.

42. On November 7, 2003, Moon sent a third letter to Respondent in which she requested Respondent and Chhuy to reimburse the money paid by Mercury for med pay. Respondent received the letter but failed to respond.

43. On May 14, 2004, Moon sent a final letter to Respondent concerning the med pay reimbursement request. Respondent received the letter but failed to respond.

44. On May 19, 2004, Chhuy sent a letter to Respondent in which he informed Respondent that Mercury contacted him about the med pay reimbursement. Chhuy requested that Respondent contact him about the med pay reimbursement issue. Respondent received the letter but failed to respond.

45. On August 22, 2005, Respondent sent a letter to Moon in which Respondent enclosed check no. 9665 for \$2,176.00 as full and final payment to satisfy Mercury's demand for medical pay reimbursement.

Conclusions of Law

46. By failing to reimburse the med payments to Mercury for more than 2 years, and failing to resolve the med pay reimbursement issue after he was contacted by his client, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rule of Professional Conduct 3-110(A).

AUTHORITIES SUPPORTING DISCIPLINE

STANDARDS FOR ATTORNEY SANCTIONS

Pursuant to Standard 1.3 of the Standards for Attorney Sanctions for Professional Misconduct:

The primary purposes of disciplinary proceedings conducted by the State Bar of California and of sanctions imposed upon a finding or acknowledgment of a member's professional misconduct are the protection of the public, the courts and the legal profession; the maintenance of high professional standards by attorneys and the protection of public confidence in the legal profession.

Pursuant to Standard 2.4 of the Standards for Attorney Sanctions for Professional Misconduct:

Culpability of a member of wilfully failing to perform services in an individual matter or matters not demonstrating a pattern of misconduct or culpability of a member of wilfully failing to communicate with a client shall result in reproof or suspension depending upon the extent of the misconduct and the degree of harm to the client.

In case numbers 04-O-14774, 05-O-00733 and 05-O-04314, Respondent failed to promptly reimburse med payments to his clients' insurance carriers, which resulted in his clients being pursued for payment by their carriers. It was not until Respondent's clients were contacted for repayment that Respondent resolved the issue, which constituted failure to perform with competence.

Pursuant to Standard 2.2(b) of the Standards for Attorney Sanctions for Professional Misconduct:

Culpability of a member of commingling of entrusted funds or property with personal property or the commission of another violation of rule 4-100, Rules of Professional Misconduct, none of which offenses result in the wilful misappropriation of entrusted funds shall result in at least a three month actual suspension from the practice of law, irrespective of mitigating circumstances.

In case number 05-O-00733, Respondent failed to promptly pay his clients' medical bills. There is no evidence of any misappropriation of client funds or mishandling of entrusted funds.

As noted by the Review Department in *In the Matter of Sampson*, 3 Cal. State Bar Ct. Rptr. 119, 127-128: "Rule 4-100(B)(4) provides that upon a request by a client, an attorney shall promptly pay any funds which the client is entitled to receive. Rule 4-100(B)(4) applies also to an attorney's obligation to pay third parties out of funds held in trust, including the obligation to pay holders of medical liens." See also, *Guzzetta v. State Bar* (1987) 43 Cal.3d 962, 979. This also applies to med pay reimbursement payments to Respondent's clients' insurance carriers.

Actual suspension is not required to protect the public in these matters. Respondent acted in good faith. Respondent took the position that if the carriers did not seek payment within the statute of limitations, the med payments would not need to be reimbursed, and the monies would then be payable to the clients. This approach worked in other instances, but not here. Pursuant to Standard 1.2(e)(ii), good faith is a mitigating factor.

Also, Respondent promptly took steps demonstrating remorse, another mitigating factor pursuant to Standard 1.2(e)(vii). He reimbursed the med payments in case numbers 04-O-14774, 04-O-15158 and 05-O-04314. He resolved the Atlantic medical liens in case number 05-O-00733.

Respondent was candid and cooperated in the State Bar's investigation of these four matters, another factor in mitigation pursuant to Standard 1.2(e)(v).

Accordingly, the stipulated discipline is warranted, and should be adopted by the Court.

OTHER CONDITIONS NEGOTIATED BY THE PARTIES

Respondent shall successfully complete eight (8) hours of live instruction continuing legal education courses in legal ethics above those required for his license and provide proof of completion within eighteen months of the effective date of the order approving this stipulation re facts, conclusions of law and disposition to the Office of Probation of the State Bar of California. These continuing legal education course will not count towards Respondent's MCLE requirement, but are in addition to any MCLE requirement.

PENDING PROCEEDINGS.

The disclosure date referred to, on page one, paragraph A.(7), was April 11, 2006

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| In the Matter of Jeff A. Mann | Case number(s): 04-0-14774 04-0-15158 05-0-00733 05-0-04314 |
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SIGNATURE OF THE PARTIES

By their signatures below, the parties and their counsel, as applicable, signify their agreement with each of the recitations and each of the terms and conditions of this Stipulation Re Facts, Conclusions of Law and Disposition.

4/25/06
Date


Respondent's signature

Jeff A. Mann
Print name

Date

Respondent's Counsel's signature

Print name

4-26-06
Date


Deputy Trial Counsel's signature

Erin McKeawn Joyce
Print name

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| In the Matter of Jeff A. Mann | Case number(s): 04-0-14774 04-0-15158 05-0-00733 05-0-04314 |
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ORDER

Finding the stipulation to be fair to the parties and that it adequately protects the public, IT IS ORDERED that the requested dismissal of counts/charges, if any, is GRANTED without prejudice, and:

- The stipulated facts and disposition are APPROVED and the DISCIPLINE RECOMMENDED to the Supreme Court.
- The stipulated facts and disposition are APPROVED AS MODIFIED as set forth below, and the DISCIPLINE IS RECOMMENDED to the Supreme Court.
- All Hearing dates are vacated.

The parties are bound by the stipulation as approved unless: 1) a motion to withdraw or modify the stipulation, filed within 15 days after service of this order, is granted; or 2) this court modifies or further modifies the approved stipulation. (See rule 135(b), Rules of Procedure.) The effective date of this disposition is the effective date of the Supreme Court order herein, normally 30 days after file date. (See rule 953(a), California Rules of Court.)

05-10-06
Date


RICHARD A. PLATEL
Judge of the State Bar Court

CERTIFICATE OF SERVICE
[Rule 62(b), Rules Proc.; 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 May 11, 2006, I deposited a true copy of the following document(s):

**STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION
AND ORDER APPROVING**

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:

**JEFF A. MANN
4929 WILSHIRE BLVD #1015
LOS ANGELES CA 90010**

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

ERIN JOYCE, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on May 11, 2006.



Johnnie Lee Smith
Case Administrator
State Bar Court