FILED JULY 12, 2013

STATE BAR COURT OF CALIFORNIA

HEARING DEPARTMENT – LOS ANGELES

In the Matter of **LOUIS ALLEN LIBERTY, Member No. 147975,** A Member of the State Bar	)	**Case No.: 11-O-17476-DFM** **DECISION**

INTRODUCTION

Respondent **Louis Allen Liberty** (Respondent) is charged here with two counts of misconduct, involving a single client matter. The two counts both allege that Respondent willfully violated Business and Professions Code section 6106.3[1] by (1) collecting an advance fee for loan modification services in violation of section 2944.7; and (2) taking a lien on any type of real estate or personal property or other security to secure payment of his fee for mortgage loan modification work in violation of section 2944.7. The State Bar had the burden of proving the above charges.[2] The court finds culpability and recommends discipline as set forth below.

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

[2] Although the normal burden of proof in a State Bar disciplinary proceeding is "clear and convincing evidence," because the allegation here is that Respondent failed to comply with a criminal statute, this court has used the more rigid standard of "proof beyond a reasonable doubt." (See *In the Matter of Wells* (Review Dept. 2006) 4 Cal. State Bar Ct. Rptr. 896, 903, fn. 11.)

PERTINENT PROCEDURAL HISTORY

The Notice of Disciplinary Charges (NDC) was filed in this matter by the State Bar of California on December 18, 2012. On January 14, 2013, Respondent filed a response to the NDC. Thereafter, on February 11, 2013, Respondent filed an Amended Response to the NDC.

At the time the NDC was filed, the matter was originally assigned to Judge Patrice McElroy of this court. On January 4, 2013, Judge McElroy, at the request of Respondent, recused herself from the matter, and it was reassigned to the undersigned on that same day.

An initial status conference was held on February 4, 2013. At that time the case was given a trial date of April 12, 2013, with a two-day trial estimate. Trial was commenced and completed as scheduled. The State Bar was represented at trial by Deputy Trial Counsel Christine Souhrada. Respondent was represented by Samuel C. Bellicini of Fishkin & Slatter, LLP.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The following findings of fact are based on Respondent's amended response to the NDC and the documentary and testimonial evidence admitted at trial.

Jurisdiction

Respondent was admitted to the practice of law in California on October 12, 1990, and has been a member of the State Bar at all relevant times.

Case No. 11-O-14430 (Baylon Matter)

Respondent for many years operated his law practice under the name "The Car Lawyer," suing banks and car dealerships as a result of his clients' dissatisfaction with the terms and products of various types of car transactions. When the economy slumped and the frequency of

home foreclosures surged, he opted to increase and diversify the scope of his practice by opening an alternative business, "The House Lawyer," specializing in mortgage loan modifications.

In the early part of 2011, Miguel Baylon, also known as Miguel Baylon-Villareal, was in need of a modification of his home mortgage. When he heard an ad on Spanish radio, offering home loan modification services by Respondent's law firm, he contacted Respondent's office and made an appointment. On April 5, 2011, Baylon met with Jessee Gonzalez, a member of Respondent's staff. During the meeting, Gonzalez represented that it would be possible for Respondent's office to secure a loan modification for Baylon and save Baylon's home from foreclosure. Respondent then hired Respondent for that purpose.

At this first meeting on April 5, 2011, Gonzalez had Baylon sign a "Modification Package Attorney-Client Agreement" (Modification Package) regarding Baylon's home mortgage loan. This agreement was specifically stated to be an agreement between Baylon and Respondent. The fee set forth in the Modification Package was $2,200.

The services to be performed by Respondent, as described in the overall Modification Package, were not limited to preparing the financial package. The Modification Package consisted of a form retainer agreement augmented by numerous documents, including a formal addendum. There were many references in the various contract documents signed by Baylon on April 5, 2011, to the fact that Respondent had represented that he would seek to arrange an actual mortgage loan modification agreement with Baylon's lender. Significantly, there was attached to the form retainer agreement an addendum entitled, "Modification Package Addendum to Contract and Disclosure." In this addendum, it was provided, in pertinent part: "In addition to the retainer agreement executed by client, the following terms are disclosed and acknowledged by client: 1. Client fully understands that they [sic] are paying for the services of counsel, time

and expense for the efforts involved with the submission of a loan modification package." (Exh. 1008, p 11.) Further, as part of these contract documents, Baylon was provided and signed a document with the heading, "How to Handle the Bank During the Loan Modification Process." Under the subheading "What the Bank Will Do," it was stated that the bank will threaten to foreclose on the property and try to get the lender to make a payment." Under the heading "What the Client Should Do," the document stated:

1. **Tell the bank to call The House Lawyer, we are now handling your file.**
2. Make sure you forward The House Lawyer all of the paperwork the bank sends to you.
3. **The House Lawyer is modifying your loan with the loss mitigation department of your lender.** The collection department is who is trying to collect a payment from you.
4. Screen your call from the bank.

Above Baylon's signature on this document is the following language:

CLIENT UNDERSTANDS THAT THEY ARE NOT TO INTERFERE WITH THEIR LENDER NEGOTIATIONS AND TO AVOID AND FORWARD ALL LENDER CONTACT TO THE HOUSE LAWYER.

(Exh. 1008, p. 14.)

On April 7, 2011, Baylon returned to Respondent's office. During this second visit, Baylon executed a second agreement entitled, "Negotiation Attorney-Client Fee Agreement" (Negotiation Package). The scope of services contained in this agreement also included an obligation of Respondent to prepare and submit a loan modification request. The list of enumerated services then went on to include "attempt to negotiate new and more favorable loan terms on behalf of client." The fee agreement stated that the charge for all of these services would be $500, that Respondent would send periodic statements for fees and costs incurred, but that the statement would only be payable at the conclusion of services.

Both the Modification Package and the Negotiation Package included language that the agreement would not become effective until after it had been executed by both Baylon and Respondent. While the Modification Package was not signed by Respondent until April 12, 2011, the Negotiation Package was signed by both parties on April 7, 2011. (Exh. 1013, p. 11.)

On the same day that Respondent contractually committed to the Negotiation Package, April 7, 2011, Respondent's office sought to and did collect money from Baylon for the work of Respondent's office in seeking a loan modification. Gonzalez had Baylon execute two checks in the amount of $1,100. The first check was dated April 7, 2011, and the second was dated May 7, 2011. The April 7, 2011, check was then promptly deposited into Respondent's law firm checking account and was subsequently processed by Respondent's bank on April 11, 2011.[3]

Respondent's office promptly made efforts, albeit unsuccessful, to modify Respondent's mortgage. Respondent's office was in direct contact with the bank on or before April 10, 2011. However, the bank eventually foreclosed on the house, resulting in Baylon being evicted.

On July 14, 2011, Respondent sent a letter to Baylon, notifying him that he had completed all services owed under the "Attorney-Client Fee Agreement" and, hence, that his engagement had been terminated. Baylon then went to Legal Services, seeking a full refund from Respondent of the fees that he had previously paid.

Count 1 –Section 6106.3 [Illegal Advanced Fees/Mortgage Loan Modifications: Violation of Civil Code Section 2944.7, subdivision (a)(1)]

Section 6106.3 states that an attorney's violation of Civil Code section 2944.7 constitutes cause for the imposition of discipline. Civil Code section 2944.7, subdivision (a)(1) states, in pertinent part: "[It] shall be unlawful for any person who negotiates, attempts to negotiate,

[3] The May 7, 2011, check was not deposited into Respondent's account until early May and was processed by Respondent's own bank on May 10, 2011.

arranges, attempts to arrange, or otherwise offers to perform a mortgage loan modification or other form of mortgage loan forbearance for a fee or other compensation paid by the borrower, to do any of the following: (1) Claim, demand, charge, collect, or receive any compensation until after the person has fully performed each and every service the person contracted to perform or represented that he or she would perform."

The State Bar alleges that Respondent violated section 2944.7 by "collecting an advanced fee to perform mortgage loan modification services on behalf of Baylon." (NDC, ¶ 29.) This court agrees.

Respondent, through his duly appointed representatives, represented to Respondent during both the April 5 and April 7, 2011, meetings that Respondent would seek to arrange a loan modification on Baylon's behalf. Baylon's testimony in that regard is confirmed by the language contained in the documents signed by Baylon on each of those dates. At the time that Respondent asked for and received the two checks on April 7, 2011, and then cashed the first check prior to April 11, 2011, Respondent had not yet completed all of the services that he had represented to Baylon that he would perform. This conduct by Respondent violated the prohibition of Civil Code section 2944.7 and is the basis for discipline under section 6106.3.

Respondent defends his conduct by relying on language contained in the Modification Package, suggesting that the contract did not include any work falling within the ambit of Civil Code section 2944.7. That argument lacks merit. By its very terms, the prohibition of section 2944.7 is not necessarily limited to the terms of what the attorney contracted to do. Instead, the statute prohibits an attorney from claiming, demanding, charging, collecting, or receiving any compensation "until after the person has fully performed each and every service the person contracted to perform or represented that he or she would perform." Having represented to

Baylon that Respondent would, if hired, go forward to seek a loan modification on Baylon's behalf, Respondent cannot escape the restrictions of section 2944.7 by seeking to unbundle his services into separate contracts.

Further, as discussed above, the language of the addendum to the form retainer agreement and the other documents signed by Respondent on April 5, 2011, make clear that the Modification Package included services subject to Civil Code section 2944.7. As specifically stated in those documents, "The House Lawyer is modifying your loan with the loss mitigation department of your lender." Having required Baylon to sign a statement on April 5, 2011, that Baylon was "not to interfere with their lender negotiations and to avoid and forward all lender contact to The House Lawyer," any assertion now by Respondent, that he had not represented to Baylon at the same time that he would serve as Baylon's attorney in those negotiations, lacks credibility.

Finally, as noted above, the contract language, upon which Respondent now relies, did not by its own terms become effective until April 12, 2011, several days after Respondent had already collected the two checks from Baylon; deposited the first check into his bank account; and started to perform, but not yet completed, loan modification services on Baylon's behalf.

Count 2 –Section 6106.3 [Mortgage Loan Modifications: Violation of Civil Code Section 2944.7, subd. (a)(2)]

As previously noted, section 6106.3 states that an attorney's violation of Civil Code section 2944.7 constitutes cause for the imposition of discipline. Civil Code section 2944.7, subdivision (a)(2) provides: "[It] shall be unlawful for any person who negotiates, attempts to negotiate, arranges, attempts to arrange, or otherwise offers to perform a mortgage loan modification or other form of mortgage loan forbearance for a fee or other compensation paid by

the borrower, to do any of the following: . . . (2) Take any wage assignment, any lien of any type on real or personal property, or other security to secure the payment of compensation."

In both the Modification Package and the Negotiation Agreement, Respondent included a separate provision entitled, "LIEN." This provision provided in pertinent part:

> Client hereby grants Attorney a lien on any and all claims or causes of action that are the subject of the representation under this Agreement. The lien will be for any sums owing to Attorney at the conclusion of services performed. The lien will attach to any recovery Client may obtain, whether by arbitration award, judgment, settlement or otherwise. The effect of such lien is that Attorney may be able to compel payment of fees and costs from any such funds recovered on behalf of Client even if Attorney has been discharged before the end of the case.

(Exh. 1013, p. 6.)

Respondent's inclusion of these lien provisions in his two agreements violated the above prohibition of Civil Code section 2944.7 and is a basis for discipline under section 6106.3.

Respondent testified that his inclusion of the lien provision resulted from his use of contract language that he had "inherited" from others. He testified that he just did not catch the fact that the language might be prohibited under section 2944.7. Such lack of malice, however, does not escape the prohibition of Civil Code section 2944.7 or the application of section 6106.3. Nor can it be said that Respondent was unaware of this lien provision. Both he and Baylon specifically initialed the provision in both agreements to signify their respective awareness and acceptance of the provision.

Respondent also seeks to escape culpability under section 6106.3, based on the testimony of his retained expert that the lien effectively did not exist because there could be no claims or causes of action that are the subject of the representation under this Agreement. This court disagrees. Respondent was hired to prepare and submit a loan modification request and package of supporting documents to the lender, designed to motivate the lender to agree to a change in the

existing contractual terms. Such documents might well include materials showing that the original loan agreement was defective, fraudulent, subject to revision or rescission, or otherwise out of compliance with state and/or federal law. In such situations, the terms of a settlement might well include a return of funds by the lender to the client in exchange for a general release by the client of all rights against the lender. In such instances, the attorney could assert the lien against the funds received by the client to secure payment of the attorney's services.

Moreover, the prohibition of section 2944.7 applies to "any lien of any type on real or personal property, or other security to secure the payment of compensation." It is not limited to instances where the lien in a fee agreement proves to be valid or is actually sought to be enforced. The contractual security set forth in Respondent's agreements falls within the ambit of this prohibition, even if it cannot be determined whether there is existing personal property to which the lien would apply. (See Civil Code §§ 2874-5 [liens are enforced as a security and may be general or specific]; 2883 ["An agreement may be made to create a lien upon property not yet acquired by the party agreeing to give the lien, or not yet in existence."]; and 2884 ["A lien may be created by contract, to take immediate effect, as security for the performance of obligations not then in existence."].)

Aggravating Circumstances

The State Bar bears the burden of proving aggravating circumstances by clear and convincing evidence. (Rules Proc. of State Bar, tit. IV, Stds. for Atty. Sanctions for Prof. Misconduct, std. 1.2(b).)[4] The court finds the following with regard to aggravating factors.

[4] All further references to standard(s) or std. are to this source.

Harm

This court declines to find that Respondent's misconduct caused his client significant harm. It was stipulated at trial that the loss by Baylon of his house through foreclosure was not harm caused by Respondent's misconduct. There was also no evidence that Respondent ever sought to enforce any lien under the contracts or that the presence of such language in the agreements had any effect on Baylon.

Nor does the fact that Respondent received his fees prematurely constitute clear and convincing evidence that Baylon suffered any significant harm as a result of Respondent's misconduct. It must be remembered that Respondent was entitled to be paid for his services. He was hired on April 5, 2011, and his engagement ended on or before July 14, 2011. There is no evidence that he did not fully perform his obligations under the contracts during that time. That Respondent received $2,200 by mid-May 2011, when he would have been entitled to receive $2,700 in mid-July, 2011, does not evidence any significant harm suffered by Baylon.

Lack of Insight and Remorse

Respondent fails to demonstrate any realistic recognition of or remorse for his wrongdoings and, instead, has continued to argue that his efforts to evade the proscriptions of Civil Code section 2944.7 were successful.

The law does not require false penitence. But it does require that a respondent accept responsibility for his acts and come to grips with his culpability. (*In the Matter of Katz* (Review Dept. 1991) 1 Cal. State Bar Ct. Rptr. 502, 511.) Respondent's continuing failure to do so is an aggravating factor. (*In the Matter of Davis* (Review Dept. 2003) 4 Cal. State Bar Ct. Rptr. 576, 595; *In the Matter of Harney* (Review Dept. 1995) 3 Cal. State Bar Ct. Rptr. 266, 285; *In the Matter of Bach* (Review Dept. 1991) 1 Cal. State Bar Ct. Rptr. 631, 647.)

Mitigating Circumstances

Respondent bears the burden of proving mitigating circumstances by clear and convincing evidence. (Std. 1.2(e).) The court finds the following with regard to mitigating factors.

No Prior Discipline

Respondent had practiced law in California for more than 20 years prior to the commencement of the instant misconduct. During that span, Respondent had no prior record of discipline. Respondent's lengthy tenure of discipline-free practice is entitled to significant weight in mitigation. (Std. 1.2(e)(i).)

Good Faith

Respondent argues that he should be given mitigation credit for having a good faith belief that his fee agreements and billing practices complied with Civil Code section 2944.7. In support of that argument, he points to a State Bar "FAQ" issued regarding Senate Bill No. 94, which included Civil Code section 2944.7. (Exh. 1002.) This court disagrees.

In order to establish good faith as a mitigating circumstance, Respondent must clearly and convincingly prove that his beliefs were honestly held and reasonable. (*In the Matter of Thomson* (Review Dept. 2006) 4 Cal. State Bar Ct. Rptr. 966, 976; *In the Matter of Rose* (Review Dept. 1997) 3 Cal. State Bar Ct. Rptr. 646, 653; *In the Matter of Tindall* (Review Dept. 1991) 1 Cal. State Bar Ct. Rptr. 652, 662 [good faith defense is not applicable unless belief is reasonable *and* honest].) There is no language in the State Bar's public announcement that would suggest in any way that a lien provision could be put into a fee agreement for loan modification services. Nor is there any suggestion in the announcement that it would be permissible under Civil Code section 2944.7 to unbundle services by use of multiple contracts.

To the contrary, the State Bar's announcement should have alerted Respondent to the inappropriateness of his fee agreements:

> Q: May an attorney accept an advance fee if the borrower agrees to waive the application of SB 94 to their matter?
> A: *No. The SB 94 does not provide for a waiver of its application by the borrower.*
>
> Q: May an attorney who provides a borrower loan modification or other forbearance services agree with the borrower that the services requested will be broken down into component parts and that a fee for each component part will be earned and collected as each part is completed?
> A: *If an attorney has been employed by a borrower to assist the borrower in obtaining a loan modification or forbearance, then the answer is "no." It is a violation of SB 94 to attempt to obtain a payment for any portion of the services contracted for in pursuit of the modification or forbearance prior to the completion of all the services required by the employment contract.*
>
> Q: If the services to be provided are in fact loan modification services or other forbearance services, or are an integral part of such services, but the services are not expressly designated as "loan modification" services in the fee agreement, then does SB 94 apply?
> A: *Yes. SB 94 would apply even if the services are labeled as something other than loan modification services.*

(Exh. 1002, pp. 2-3 [italics in original].)

Pro Bono/Community Service

Respondent testified that he regularly provides free legal advice to those unable to afford an attorney. This is a mitigating factor. However, Respondent offered only his own testimony to establish those efforts. As a result, this court assigns only modest weight to that mitigation evidence. (See *Calvert v. State Bar* (1991) 54 Cal.3d 765, 785 [pro bono and community service as mitigating factor]; but see *In the Matter of Shalant* (Review Dept. 2005) 4 Cal. State Bar Ct. Rptr. 829, 840 [limited mitigation weight for community service established only by respondent's testimony].)

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. 1.3; *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 Silverton* (2005) 36 Cal.4th 81, 91-92.) Nevertheless, the court is not bound to follow the standards in a 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.)

In the present proceeding, the sanction for Respondent's misconduct is found in standard 2.10, which provides that violations of any provisions of the Business and Professions Code or Rules of Professional Conduct not specified in these standards, such as section 6106.3, must

result in reproval or suspension depending upon the gravity of the misconduct or harm to the victim, with due regard to the purposes of imposing discipline.

The State Bar asks that this court recommend that Respondent be suspended for two years; that execution of that suspension be stayed; and that he be placed on probation for two years with conditions of probation including a requirement that he make restitution of his improper fee to Baylon. This court agrees.

Respondent's misconduct was a violation of a criminal statute enacted by the legislature to protect the public. The gravity of such misconduct is significant, especially given Respondent's continued failure to recognize the inappropriateness of his conduct.

On the other hand, Respondent has practiced for many years without any prior discipline. With that history, it is this court's conclusion that no period of actual suspension is required to ensure that Respondent will not be a risk to the public, the profession, or the courts in the future.

RECOMMENDED DISCIPLINE

Recommended Suspension/Probation

For all of the above reasons, it is recommended that **Louis A. Liberty**, State Bar No. 147975, be suspended from the practice of law for two years; that execution of that suspension be stayed; and that Respondent be placed on probation for two years, with the following conditions:

1. Within the first year of Respondent's probation, he must make restitution to Miguel Baylon in the amount of $2,200, plus 10% interest per annum from May 10, 2011 (or to the Client Security Fund to the extent of any payment from the fund to Miguel Baylon, plus interest and costs, in accordance with section 6140.5), and furnish satisfactory proof thereof to the State Bar's Office of Probation.

2. Respondent must maintain, with the State Bar's Membership Records Office and the State Bar's Office of Probation, his current office address and telephone number or, if no office is maintained, an address to be used for State Bar purposes. (Bus. & Prof. Code, § 6002.1, subd. (a).) Respondent must also maintain, with the State Bar's Membership Records Office and the State Bar's Office of Probation, his current home address and telephone number. (See Bus. & Prof. Code, § 6002.1, subd. (a)(5).) Respondent's home address and telephone number will not be made available to the general public. (Bus. & Prof. Code, § 6002.1, subd. (d).) Respondent must notify the Membership Records Office and the Office of Probation of any change in any of this information no later than 10 days after the change.

3. Within thirty (30) days after the effective date of discipline, Respondent must contact the Office of Probation and schedule a meeting with Respondent's assigned probation deputy to discuss these terms and conditions of probation and 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 report, in writing, to the State Bar's Office of Probation no later than January 10, April 10, July 10 and October 10 of each year or part thereof in which Respondent is on probation (reporting dates).[5] However, if Respondent's probation begins less than 30 days before a reporting date, Respondent may submit the first report no later than the second reporting date after the beginning of his probation. In each report, Respondent must state that it covers the preceding calendar quarter or applicable

[5] To comply with this requirement, the required report, duly completed, signed and dated, must be received by the Office of Probation on or before the reporting deadline.

portion thereof and certify by affidavit or under penalty of perjury under the laws of the State of California as follows:

(a) in the first report, whether Respondent has complied with all the provisions of the State Bar Act, the Rules of Professional Conduct, and all other conditions of probation since the beginning of probation; and

(b) in each subsequent report, whether Respondent has complied with all the provisions of the State Bar Act, the Rules of Professional Conduct, and all other conditions of probation during that period.

During the last 20 days of this probation, Respondent must submit a final report covering any period of probation remaining after and not covered by the last quarterly report required under this probation condition. In this final report, Respondent must certify to the matters set forth in subparagraph (b) of this probation condition by affidavit or under penalty of perjury under the laws of the State of California.

5. Subject to the proper or good faith assertion of any applicable privilege, Respondent must fully, promptly, and truthfully answer any inquiries of the State Bar's Office of Probation that are directed to Respondent, whether orally or in writing, relating to whether Respondent is complying or has complied with the conditions of this probation.

6. Within one year after the effective date of the Supreme Court order in this matter, Respondent must attend and satisfactorily complete the State Bar's Ethics School and provide satisfactory proof of such completion to the State Bar's Office of Probation. This condition of probation is separate and apart from Respondent's California Minimum Continuing Legal Education (MCLE) requirements; accordingly, Respondent is ordered

not to claim any MCLE credit for attending and completing this course. (Rules Proc. of State Bar, rule 3201.)

7. Respondent's probation will commence on the effective date of the Supreme Court order imposing discipline in this matter.

8. At the termination of the probation period, if Respondent has complied with all of the terms of his probation, the two-year period of stayed suspension will be satisfied and the suspension will be terminated.

Multistate Professional Responsibility Examination

It is recommended that Respondent be ordered to take and pass the Multistate Professional Responsibility Examination (MPRE) within one year after the effective date of the Supreme Court order imposing discipline in this matter and provide satisfactory proof of such passage to the State Bar's Office of Probation in Los Angeles within the same period. Failure to do so may result in an automatic suspension. (Cal. Rules of Court, rule 9.10(b).)

Costs

It is recommended that costs be awarded to the State Bar in accordance with Business and Professions Code section 6086.10, and are enforceable both as provided in Business and Professions Code section 6140.7 and as a money judgment.

Dated: July _____, 2013

DONALD F. MILES
Judge of the State Bar Court