PUBLIC MATTER—DESIGNATED FOR PUBLICATION

Filed May 10, 2016

STATE BAR COURT OF CALIFORNIA

REVIEW DEPARTMENT

In the Matter of	)	Case Nos. 14-O-00482 (14-O-03093)
	)	
JOSEPH LYNN DECLUE,	)	OPINION
	)	
A Member of the State Bar, No. 163954.	)	
	)	

Joseph Lynn DeClue appeals a hearing judge's decision finding him culpable of illegally charging and collecting advance fees for loan modification services in two client matters. The judge found DeClue's misconduct was unmitigated, but aggravated by his prior record of discipline, significant harm to clients, failure to make restitution, and uncharged misconduct, including failure to perform competently and aiding and abetting his non-attorney staff's unauthorized practice of law (UPL).

DeClue challenges both culpability findings. He also asserts that, even if we find him culpable, the hearing judge's recommended discipline, including a six-month actual suspension, is too severe. DeClue contends that a two-year stayed suspension is appropriate. The Office of the Chief Trial Counsel of the State Bar (OCTC) does not appeal, and it supports the judge's culpability and discipline recommendations.

We review the record independently (Cal. Rules of Court, rule 9.12), but afford great weight to the hearing judge's factual findings (Rules Proc. of State Bar, rule 5.155(A)), which we adopt with minor modifications, as noted. We find that clear and convincing evidence[1]

[1] Clear and convincing evidence leaves no substantial doubt and is sufficiently strong to command the unhesitating assent of every reasonable mind. (*Conservatorship of Wendland* (2001) 26 Cal.4th 519, 552.)

supports DeClue's culpability on both counts. Thus, we adopt the recommended discipline, which is within the range provided by the standards[2] and is consistent with the decisional law.

I. PROCEDURAL HISTORY

DeClue was admitted to practice law in California in 1993. On September 25, 2014, OCTC filed its two-count Notice of Disciplinary Charges (NDC). On February 18, 2015, the parties filed a Stipulation as to Undisputed Facts and Admission of Exhibits, and the Hearing Department began a two-day trial. The hearing judge submitted the case on February 20, 2015, and issued the decision on May 5, 2015. We summarize and incorporate the judge's key factual findings herein and supplement them with additional facts from the record.

II. LEGAL AND FACTUAL BACKGROUND

A. Background Regarding 2009 Loan Modification Legislation

On October 11, 2009, Civil Code Section 2944.7 (Section 2944.7) became effective. The legislation was designed to "prevent persons from charging borrowers an up-front fee, providing limited services that fail to help the borrower, and leaving the borrower worse off than before he or she engaged the services of a loan modification consultant." (Sen. Com. on Banking, Finance, and Insurance, Analysis of Sen. Bill No. 94 (2009 Reg. Sess.) as amended Mar. 23, 2009, p. 7.) Under Section 2944.7, subdivision (a), it is "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 . . . [¶] . . . [c]laim, demand, charge, collect, or receive any compensation until after the person has fully performed each and every service the person contracted to perform or

[2] Rules of Procedure of the State Bar, title IV, Standards for Attorney Sanctions for Professional Misconduct. The standards were revised and renumbered effective July 1, 2015. Because this request for review was submitted for ruling after that date, we apply the revised version of the standards, and all further references to standards are to this source.

represented that he or she would perform." A violation of this section is a misdemeanor. (Section 2944.7, subd. (b)), as well as a basis for attorney discipline (Bus & Prof. Code, § 6106.3, subd. (a).)[3]

B. Background Regarding Millenia Law Group

In August 2012, DeClue opened Millenia Law Group (Millenia). He hired One World Alliance (OWA), a company owned and operated by non-attorneys Robert Campoy and Andres Martinez, to manage Millenia. DeClue wanted to expand his foreclosure defense practice, and knew that Campoy and Martinez had experience managing mortgage loan modifications.

Campoy and Martinez previously had operated National Mitigation Services (NMS), a loan modification business. In 2009, they transferred NMS's business to Jack Law Group, a firm they managed under attorney Jack Huang's supervision. In 2011, Huang discovered accounting irregularities and learned that employees were disregarding office procedures, preventing clients from meeting with Huang, and covering up client complaints. (*In the Matter of Huang* (Review Dept. 2014) 5 Cal. State Bar Ct. Rptr. 296, 300.)[4] By fall of 2011, Huang realized he had lost control of the law office, and fired his entire staff, including Campoy and Martinez. (*Ibid.*) However, the employees continued to work with Campoy and Martinez under a new firm name of 'MarCam Law Group,' and associated with a new attorney, Charlotte Spadaro. (*Ibid.*)

In the spring of 2012, OCTC charged Huang with misconduct—violating loan modification laws, failing to supervise Campoy and Martinez, and aiding and abetting Campoy

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[3] All further references to sections are to the Business and Professions Code unless otherwise noted. Section 6106.3, subdivision (a), provides: "It shall constitute cause for the imposition of discipline of an attorney within the meaning of this chapter for an attorney to engage in any conduct in violation of Section 2944.6 or 2944.7 of the Civil Code."

[4] OCTC's requests in its responsive brief for judicial notice of this court's complete files in the *Huang* matter and in *In the Matter of Spadaro*, our unpublished opinion in case no. 09-O-15762, are denied as procedurally improper. (Rules Proc. of State Bar, rule 5.156(D) [motion to augment record on review "must be identified as such and filed and served as a separate pleading on the date the appellant's opening brief is due to be filed"].)

and Martinez's UPL, among other charges—for which Huang ultimately received a two-year actual suspension. (*In the Matter of Huang, supra*, 5 Cal. State Bar Ct. Rptr. at p. 298.) Spadaro was disbarred in July 2013.

DeClue was aware of Spadaro's disciplinary troubles before he hired OWA. He knew Campoy and Martinez had created and managed MarCam Law Group (MarCam), and associated with Spadaro. He had also reviewed the NDC filed against Huang and knew about Campoy and Martinez's alleged involvement in the charged wrongdoing. DeClue testified that he attributed Huang's disciplinary troubles to Huang's own management failures, not to Campoy and Martinez. Despite these warning signs, DeClue entrusted Campoy and Martinez with managing his law practice. He hired OWA, paid it up to $175,000 per month to manage Millenia, gave them substantial control over office administration and client matters, and failed to closely supervise their work.

III. THE ORNELAS MATTER (14-O-00482)

In the fall of 2012, Millenia acquired roughly 200 cases from MarCam when it dissolved. One case was that of Juan and Teresa Ornelas. The Ornelases had entered into a Legal Representation Agreement with Spadaro in June 2012, agreeing to pay $3,000 initially, plus a monthly $500 "case management service" fee for loan modification services. The agreement stated that: "the service provided is strictly assistance with the loan modification request." The Ornelases did not enter into a separate fee agreement with DeClue when Millenia took over their case. Instead, Millenia continued to bill and collect monthly case management fees from the Ornelases pursuant to their fee agreement with MarCam. Teresa Ornelas credibly testified that a Millenia employee informed her that MarCam had become Millenia, which would continue working on their loan modification.

From November 2012 through May 2013, Millenia charged and collected $2,000 (in $500 increments) from the Ornelases for loan modification services under the MarCam representation agreement.[5] However, their loan was not modified, and the hearing judge found they were not provided any loan modification services of any value. DeClue does not contest this finding, which is supported by the record, including his own testimony that he had no contact with the Ornelases and no knowledge of their case. The Ornelases ultimately terminated Millenia and requested a refund of their fees. A Millenia employee refused Teresa's request. DeClue returned $500 to the Ornelases days before his discipline trial, but has not refunded the remaining $1,500.

Count 1: Collecting Illegal Advance Fees (§ 6106.3, subd. (a))

OCTC charged that DeClue agreed to negotiate a residential loan modification for the Ornelases and thereafter collected a total of $2,000, before he had fully performed each and every service he had contracted to perform, in violation of Section 2944.7 and of Business and Professions Code section 6106.3. The hearing judge correctly found DeClue culpable.

DeClue admits he collected the Ornelases' fees in violation of Section 2944.7, but claims he did not willfully violate section 6106.3 because: (1) he had no contract with the Ornelases; (2) his OWA employees handled their case, including collecting fees, without his knowledge; and (3) OWA deposited all but $500 of those fees in its own separate bank account over which DeClue had no control or authority. DeClue made similar claims during trial—that the Ornelases were not Millenia clients because OWA provided the services and collected the fees illegally—but the hearing judge did not credit DeClue's testimony on this point. (*McKnight v. State Bar* (1991) 53 Cal.3d 1025,1032 [hearing judge "is best suited to resolving credibility

[5] Relying on Millenia's credit card transaction receipts for three of the payments and the date of Teresa's check for the fourth, we find that Millenia received fees on or about November 28, 2012, December 6, 2012, January 28, 2013, and May 2, 2013.

questions"].) In fact, the judge found that the Ornelases were DeClue's clients, that he received $2,000 for performance of loan modification services, and that he did not provide any loan modification services of any value. We adopt these findings, which are supported by the record, and reject DeClue's claims that he did not violate section 6106.3.

To begin, DeClue admitted at trial that he took over MarCam's caseload. Further, the Ornelases credibly testified that they paid Millenia for loan modification services. The documentary evidence supports the hearing judge's findings that DeClue received $2,000 before performing loan modification services. It includes, inter alia: (1) receipts, invoices, and statements from Millenia reflecting the Ornelases' payments (some of which included amounts carried forward from original MarCam billings and payments); (2) Millenia's file for the Ornelas matter, which contained a copy of the MarCam representation agreement and a loan modification packet bearing Millenia's name; and (3) DeClue's response to OCTC's investigative letter, in which he admits that he obtained the Ornelases' case from Spadaro, and that "Millenia Law continued MarCam Law's efforts to defend the Ornelas property."

We reject DeClue's attempt to avoid culpability by shifting responsibility onto his OWA employees. As the sole supervising attorney at Millenia, he owed non-delegable fiduciary duties to each client the firm accepted. That DeClue elected to drastically expand his practice by hiring OWA to staff and manage it did not relieve him of those obligations. (*Bernstein v. State Bar* (1990) 50 Cal.3d 221, 231 [retained attorney is not personally required to do all work on client matter, but "an attorney who accepts employment necessarily accepts the responsibilities of his trust (citations)"].) DeClue willfully allowed OWA to accept and contract with new clients, handle their matters, and collect fees on his behalf with minimal, if any, supervision. He facilitated Millenia's failures vis-à-vis the Ornelases and is responsible for them.

By assuming the Ornelases' MarCam contract, DeClue agreed to provide loan modification services. He then collected fees before performing any service he had agreed to perform, and in fact any service of value, in violation of Section 2944.7. Thus, he is culpable under section 6106.3, subdivision (a).[6]

IV. THE ANDINYAN MATTER (14-O-03093)

On May 21, 2013, Sarkis Andinyan hired Millenia to perform loan modification services. Andinyan met with a Millenia paralegal, Paul Vierra, signed Millenia's Legal Representation Agreement (the First Agreement), and paid Millenia $4,000, pursuant to the agreement. The First Agreement provided that the scope of Millenia's work would include: (1) pre-litigation discovery relating to "Foreclosure Defense" (although the agreement acknowledged that "No Active Foreclosure" was in progress); and (2) pursuit of a settlement through "Alternative Dispute Resolution (ADR) which may result in a workout agreement such as a loan restructure and cancellation of foreclosure proceedings." Regarding ADR, the agreement stated: "This is an accommodation and there is ***no charge*** for this service." (Emphasis in original.)

Millenia then submitted a loan modification request to Bank of America, N.A., on Andinyan's behalf, and DeClue sent several letters to the bank regarding Andinyan's loan. In each letter, DeClue stated that Andinyan had retained him to "assist with any/all loan assistance, work out options, and/or alternatives to a foreclosure . . . ."

In June 2013, Bank of America denied Millenia's loan modification request. Vierra then advised Andinyan that he would have to pursue litigation to obtain a loan modification. Based

[6] At oral argument, DeClue argued that OCTC was required to prove his culpability beyond a reasonable doubt because Section 2944.7 may form the basis for a criminal misdemeanor conviction. We reject this argument. These proceedings are not criminal, and we do not impose criminal penalties. (Std. 1.1; compare with Pen. Code, § 1096 [requiring proof of guilt "beyond a reasonable doubt" in "criminal actions"].) We therefore apply the clear and convincing burden of proof required in discipline proceedings. (Rules Proc. of State Bar, rule 5.103.)

on Vierra's advice, Andinyan entered into a new Legal Representation Agreement (the Second Agreement) with Millenia on September 27, 2013, for litigation against Bank of America. Under the Second Agreement, Andinyan agreed to pay $6,000 by September 27, 2013 (the date of the agreement), plus a $1,000 "Monthly Case Management Fee," by November 1, 2013. Andinyan made the initial $6,000 payment on September 27, 2013, and then paid the $1,000 monthly case management fees in November and December 2013 and January 2014, for a total of $3,000. Meanwhile, in November 2013, Millenia filed a civil complaint on Andinyan's behalf against Bank of America and others, alleging, inter alia, that the lender failed to agree to modify Andinyan's home mortgage when doing so was both appropriate and statutorily required.

After making his third monthly payment, Andinyan contacted Millenia and learned that Vierra no longer worked there. Andinyan then had his first contact with DeClue. Andinyan testified that DeClue told him: "Mr. Vierra doesn't know what he was doing, and the [Second Agreement] that [Andinyan] signed is not legitimate." DeClue told Andinyan in order to pursue litigation with the goal of obtaining a loan modification, Andinyan would need to sign and make payments under a new contract. Andinyan declined to sign a new contract, demanded a refund of the $13,000 he had paid, and directed DeClue to cease litigation. To date, DeClue has not refunded any portion of these payments, although Andinyan was able to recover $3,000 by stopping payment on his credit card.

Count 2: Collecting Illegal Advance Fees (§ 6106.3, subd. (a))

OCTC alleged that DeClue collected $4,000 from Andinyan on May 21, 2013, under the First Agreement, and $6,000 from Andinyan on September 27, 2013, and an additional $3,000 in monthly payments, pursuant to the Second Agreement. OCTC charged that the agreements violated Section 2944.7, in violation of section 6106.3, subdivision (a). The hearing judge correctly found DeClue culpable as charged.

DeClue asserts that he did not violate Section 2944.7 because neither of his agreements with Andinyan was for loan modification services, but merely a first step in litigation. According to DeClue, the First Agreement was for pre-litigation investigation and possible settlement, with no charge for loan modification work and the Second Agreement was to litigate civil causes of action against Bank of America. We reject these arguments.

Section 2944.7 defines "service" broadly to include "each and every service the person contracted to perform or represented that he or she would perform." Here, the record, including Andinyan's credible testimony, established that Andinyan entered into both representation agreements for the *sole* purpose of securing a loan modification or other forbearance, and that he communicated that purpose expressly and repeatedly to DeClue and DeClue's employee, Vierra.[7] (*In the Matter of Lindmark* (Review Dept. 2004) 4 Cal. State Bar Ct. Rptr. 668, 676 [ambiguities in attorney-client fee agreements construed in client's favor and against attorney, who has superior knowledge].) The litigation services Millenia performed in the Andinyan matter served only as a pretext to that ultimate purpose—loan modification. All services encompassed within the two agreements, accordingly, were subject to Section 2944.7.

DeClue charged Andinyan for these loan modification services before Millenia had fully performed each and every service it had contracted to perform. He collected initial fees under each contract before performing any service and continued to collect monthly fees before performing each and every service.[8] This conduct violated Section 2944.7. (*In the Matter of*

[7] DeClue asserts the representation agreements could not have been for loan modification services because Bank of America lacked authority to offer Andinyan a loan modification. This argument is unavailing. Irrespective of the bank's ability to grant such relief, the record establishes that DeClue attempted to negotiate a loan modification.

[8] DeClue testified at trial and notes in his appellate briefs that his OWA employees deposited Andinyan's fees into OWA's own bank account, not Millenia's. We find this fact irrelevant. That OWA may have taken control of the funds after collecting them on DeClue's behalf does not change the fact that DeClue charged and collected them illegally to begin with.

Taylor (Review Dept. 2012) 5 Cal. State Bar Ct. Rptr. 221, 231-232 [statute prohibits charging or collecting any fees before full performance].) Hence, we affirm the hearing judge's culpability finding.

V. NO MITIGATION AND SIGNIFICANT AGGRAVATION[9]

The hearing judge found DeClue's misconduct aggravated by a prior record of discipline, significant harm to his clients, failure to pay restitution, and uncharged misconduct. The judge found DeClue failed to prove any mitigating circumstances. We adopt the judge's findings, except that we find DeClue's prior misconduct warrants full aggravating weight.

DeClue has one prior record of discipline for which he received a two-year stayed suspension and two years of probation, effective in April 2014 (*DeClue I*). (Std. 1.5(a).) In *DeClue I*, he stipulated to misconduct in two client matters: one in which he violated Section 2944.7 by demanding, charging, collecting and receiving advance fees for loan modification services; and a second matter in which he demanded advance fees for loan modification services, violating Section 2944.7, and also violated rule 3-110(A) of the Rules of Professional Conduct[10] by failing to supervise non-attorney staff.

The hearing judge afforded only limited aggravation for *DeClue I* because she found that the misconduct there, spanning from September 2012 through February 2013, occurred contemporaneously with the misconduct here. (*In the Matter of Sklar* (Review Dept. 1993) 2 Cal. State Bar Ct. Rptr. 602, 618-619 [aggravating force of prior discipline generally diminished

[9] Standard 1.5 requires OCTC to establish aggravating circumstances by clear and convincing evidence. Standard 1.6 requires DeClue to meet the same burden to prove mitigation.

[10] All further references to rules are to this source. Rule 3-110(A) of the Rules of Professional Conduct provides: "A member shall not intentionally, recklessly, or repeatedly fail to perform legal services with competence."

if underlying misconduct occurred during period of present misconduct].) OCTC argues this reduction was improper, and we agree.

Though some of DeClue's prior and current misconduct overlapped, he continued to collect illegal advance fees from Andinyan on December 10, 2013, and January 8, 2014, *after* he signed the *DeClue I* stipulation on November 19, 2013. As he was on notice of his prior misconduct and continued to commit violations of the same nature, *DeClue I* warrants significant aggravating weight. (*In the Matter of Kaplan* (Review Dept. 1996) 3 Cal. State Bar Ct. Rptr. 547, 564 [significant weight for prior record where misconduct at issue occurred before prior discipline imposed, but after respondent was on notice of ethically questionable nature of his similar conduct underlying prior record]; *In the Matter of Gadda* (Review Dept. 2002) 4 Cal. State Bar Ct. Rptr. 416, 443-444 [similarities between prior and current misconduct render previous discipline more serious, as they indicate prior discipline did not rehabilitate].)

Like the hearing judge, we find DeClue caused significant harm to his clients by exploiting their financial desperation and depriving them of funds collected illegally. We assign substantial aggravating weight on this basis. (Std. 1.5(j).)

DeClue's conduct is also significantly aggravated by his failure to pay restitution. (Std. 1.5(m).) To date, he has not repaid any of the $10,000 he owes Andinyan and has repaid only $500 to the Ornelases. Of particular concern is DeClue's opinion that he should not have to repay either Andinyan or the Ornelases because OWA deposited all but $500 of the fees—the $500 DeClue repaid the Ornelases—into its own bank account. His attitude, expressed at trial and in his opening brief on appeal, reflects a lack of appreciation for the non-delegable fiduciary duties DeClue owes to clients and for his responsibility in facilitating OWA's wrongdoing.

Last, the hearing judge correctly found aggravation for uncharged misconduct. (Std. 1.5(h); *Edwards v. State Bar* (1990) 52 Cal.3d 28, 35-36 [evidence of uncharged misconduct may be aggravating if based on attorney's own testimony].) DeClue's own testimony and exhibits demonstrate that he failed to perform competently by failing to supervise non-attorney staff (rule 3-110(A)) and that he aided and abetted UPL (rule 1-300(A).)[11] (*In the Matter of Malek-Yonan* (Review Dept. 2003) 4 Cal. State Bar Ct. Rptr. 627, 634 [rule 3-110(A) includes duty to supervise work of staff]; *In the Matter of Huang* (Review Dept. 2014) 5 Cal. State Bar Ct. Rptr. 296 [attorney culpable of failing to perform competently and aiding and abetting UPL, where he delegated all loan modification work to staff whom he failed to supervise, and thereby failed to competently evaluate each client's claim and represent each client appropriately].)

DeClue admits he failed entirely to supervise the Ornelas matter. We find he also failed to properly supervise the Andinyan matter. He allowed Vierra to provide legal advice and to enter into, and charge and collect fees under, the Second Agreement that DeClue did not know about and later informed Andinyan was "not legitimate." DeClue's testimony, in conjunction with his clients', additionally supports the hearing judge's finding that DeClue aided and abetted UPL by relinquishing legal responsibilities—conducting initial legal consultations, providing legal advice to Andinyan, and performing loan modification services for both the Ornelases and Andinyan—to unsupervised non-attorney employees.

[11] Rule 1-300(A) provides: "A member shall not aid any person or entity in the unauthorized practice of law."

VI. DISCIPLINE[12]

In determining the proper discipline, we begin with the standards, which promote the consistent application of disciplinary measures and are entitled to great weight. (*In re Silverton* (2005) 36 Cal.4th 81, 91 [Supreme Court will not reject recommendation arising from standards, absent grave doubts as to propriety of recommended discipline].) Here, the hearing judge's recommended six-month actual suspension is within the range provided by applicable standard 2.18, which directs that disbarment or actual suspension is the presumed sanction for a violation of the Business and Professions code not otherwise specified in another standard.[13] (*In the Matter of Taylor, supra,* 5 Cal. State Bar Ct. Rptr. at p. 236 [applying precursor to standard 2.18, where respondent collected illegal fees in violation of § 6106.3].)

We also give due consideration to the decisional law. (*Snyder v. State Bar* (1990) 49 Cal.3d 1302, 1310-1311.) The guiding case addressing violations of the 2009 loan modification laws is *In the Matter of Taylor*, *supra*, 5 Cal. State Bar Ct. Rptr. 221. Taylor received a six-month actual suspension for charging pre-performance loan modification fees in eight client matters and failing to provide the required loan modification disclosures in one case. Multiple acts of wrongdoing, significant client harm, and lack of remorse aggravated the misconduct, and he proved only one mitigating circumstance—good character. Like DeClue, Taylor failed to fully refund the illegally collected payments.

Taylor's misconduct is more serious than DeClue's in that it involved eight client matters compared to the two at issue here. But the aggravating circumstances surrounding DeClue's

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[12] The purpose of attorney discipline is not to punish the attorney, but to protect the public, the courts, and the legal profession; to preserve public confidence in the profession; and to maintain high professional standards for attorneys. (Std. 1.1.)

[13] Standard 1.8(a) also applies and provides that "[i]f a member has a single prior record of discipline, the sanction must be greater than the previously imposed sanction unless the prior discipline was so remote in time and the previous misconduct not serious enough that imposing greater discipline would be manifestly unjust."

misconduct are far more significant than those in *Taylor*. In particular, DeClue continued collecting illegal fees after stipulating to culpability in *DeClue I* for misconduct of the very same nature. In contrast, Taylor had no prior record of discipline.

In addition, DeClue exhibited poor judgment in ceding office and case management responsibilities to OWA when he knew about OCTC's allegations in the *Huang* NDC. Given his knowledge of Campoy's and Martinez's questionable backgrounds, it was ethically irresponsible for DeClue to employ them without diligently and thoroughly supervising their work.

Under these circumstances, the hearing judge properly imposed discipline comparable to that in *Taylor*, regardless of the fact that DeClue committed fewer violations. We conclude a six-month actual suspension is necessary to impress upon DeClue the seriousness of his misconduct and to protect the public, the courts, and the legal profession.

VII. RECOMMENDATION

For the foregoing reasons, we recommend that Joseph Lynn DeClue be suspended from the practice of law for two years, that execution of that suspension be stayed, and that DeClue be placed on probation for two years on the following conditions:

1. He must be suspended from the practice of law for a minimum of the first six months of his probation, and remain suspended until the following conditions are satisfied:

    a. He makes restitution to the following payees (or reimburses the Client Security Fund to the extent of any payment from the Fund to the payees, in accordance with Business and Professions Code section 6140.5) and furnishes satisfactory proof to the State Bar Office of Probation in Los Angeles:

        (i) Juan and Teresa Ornelas, in the amount of $1,500, plus 10 percent interest per year from May 2, 2013; and
        (ii) Sarkis Andinyan, in the amount of $10,000, plus 10 percent interest per year from January 8, 2014.

    b. If he remains suspended for two years or more as a result of not satisfying the preceding requirement, he also must provide proof to the State Bar Court of his rehabilitation, fitness to practice and learning and ability in the general law. (Rules Proc. of State Bar, tit. IV, Stds. for Atty. Sanctions for Prof. Misconduct, std. 1.2(c)(1).)

2. He must comply with the provisions of the State Bar Act, the Rules of Professional Conduct, and all of the conditions of his probation.

3. Within 10 days of any change in the information required to be maintained on the membership records of the State Bar pursuant to Business and Professions Code section 6002.1, subdivision (a), including his current office address and telephone number, or if no office is maintained, the address to be used for State Bar purposes, he must report such change in writing to the Membership Records Office and the State Bar Office of Probation.

4. Within 30 days after the effective date of discipline, he must contact the Office of Probation and schedule a meeting with his assigned probation deputy to discuss the terms and conditions of probation. Upon the direction of the Office of Probation, he must meet with the probation deputy either in person or by telephone. During the period of probation, he must promptly meet with the probation deputy as directed and upon request.

5. He 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, he must state whether he has complied with the State Bar Act, the Rules of Professional Conduct, and all of the conditions of his probation during the preceding calendar quarter. In addition to all quarterly reports, a final report, containing the same information, is due no earlier than 20 days before the last day of the probation period and no later than the last day of the probation period.

6. Subject to the assertion of applicable privileges, he must answer fully, promptly, and truthfully, any inquiries of the Office of Probation that are directed to him personally or in writing, relating to whether he is complying or has complied with the conditions contained herein.

The period of probation will commence on the effective date of the Supreme Court order imposing discipline in this matter. At the expiration of the period of probation, if he has complied with all conditions of probation, the period of stayed suspension will be satisfied and that suspension will be terminated.

VIII. PROFESSIONAL RESPONSIBILITY EXAMINATION AND ETHICS SCHOOL

We do not recommend that DeClue be ordered to take and pass the Multistate Professional Responsibility Examination or to attend the State Bar's Ethics School, as he recently was required to do so. On March 26, 2014, in case No. S215978, the Supreme Court ordered DeClue to: (1) take and pass the Multistate Professional Responsibility Examination; and

(2) provide the Office of Probation satisfactory proof of his attendance at a session of the State Bar Ethics School and passage of the test given at the end of that session.

IX. RULE 9.20

We further recommend that DeClue be ordered to comply with the requirements of rule 9.20 of the California Rules of Court, and to perform the acts specified in subdivisions (a) and (c) of that rule within 30 and 40 days, respectively, after the effective date of the Supreme Court order in this proceeding. Failure to do so may result in disbarment or suspension.

X. COSTS

We further recommend that costs be awarded to the State Bar in accordance with Business and Professions Code section 6086.10, such costs being enforceable both as provided in section 6140.7 and as a money judgment.

HONN, J.

WE CONCUR:

PURCELL, P. J.

EPSTEIN, J.