PUBLIC MATTER – DESIGNATED FOR PUBLICATION

Filed March 15, 2004

REVIEW DEPARTMENT OF THE STATE BAR COURT

In the Matter of **ROGER M. LINDMARK**, A Member of the State Bar.	))))))	**00-O-12736** **OPINION ON REVIEW**

A State Bar Court hearing judge found respondent Roger M. Lindmark culpable of professional misconduct in failing to promptly return to his former client an unearned fee paid in advance. (Rules Prof. Conduct, rule 3-700(D)(2).)[1] The hearing judge imposed a public reproval and respondent seeks our review, claiming that he is innocent of wrongdoing. Respondent also claims procedural error and complains that the State Bar's Office of Chief Trial Counsel (State Bar) engaged in irresponsible prosecution tactics. Respondent urges that we dismiss the charges or grant him a new trial. At most, he contends that an admonition is warranted.

On our independent review of the record (Cal. Rules of Court, rule 951.5; Rules Proc. of State Bar, rule 305(a); *In re Morse* (1995) 11 Cal.4th 184, 207), we uphold the hearing judge's findings, reject respondent's claims of error and determine that public reproval is warranted.

I. Facts and Findings

Respondent was admitted to practice law in the State of California on June 8, 1992. He has no prior record of State Bar discipline.

The charges against respondent arose in the context of his representation of Walter Baroch ("Baroch") in a wrongful discharge case against Baroch's former employer, Innovative

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[1] Unless noted otherwise, all references to rules are to the Rules of Professional Conduct of the State Bar.

Solutions. Three other lawsuits involving respondent and Baroch as parties are also involved. We examine these suits briefly in order to assess the nature and extent of the charged misconduct. The underlying case giving rise to the relationship between respondent and Baroch was *Baroch v. Crispin et al.*

In May 1998, Baroch employed respondent to represent him in a civil claim against his former employer Innovative Solutions for, among other things, wrongful termination and for monies owed for sales commissions. Baroch signed a retainer and fee agreement that provided that respondent would receive a 50 percent fee of any amount recovered irrespective of the status of the case at the time of recovery. Respondent also received a $2,000 non-refundable retainer, an additional $2,000 in legal fees and $500 for costs pursuant to the retainer and fee agreement.[2] Additionally, the agreement provided that Baroch would deposit $3,000 to cover costs with respondent at least ninety days before the first day set for trial. The relationship between the $500 actually paid for costs and the $3,000 as provided in the retainer agreement to cover costs, is unclear. Finally, paragraph 27 of the agreement stated "this agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both or all parties. Oral modifications of this agreement are void."

In September 1998, respondent wrote to Baroch confirming that Baroch had read the complaint, that the information contained in it was correct and that Baroch would forward a check to respondent for $5,000 for depositions and costs after the defendant responded to the complaint. Baroch agreed to this in writing on October 14, 1998.

On October 19, 1998, respondent filed *Baroch v. Crispin et al.*, against Baroch's former employer. The defendants filed an answer and a cross-complaint against Baroch, alleging contractual violations and tortious conduct.

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[2] The retainer agreement also provided that should Baroch discharge respondent or prevent the action from being prosecuted or completed, he would be liable to respondent for any fees incurred at a rate of $350 per hour.

Through the extensive discovery process, respondent concluded that Baroch and another employee were planning to leave the employer to begin a competing business. Respondent also believed that Baroch had used assets of his employer, without authority, and that Baroch's termination from Innovative Solutions was not wrongful.

As a result of the information uncovered during discovery, the relationship between respondent and Baroch deteriorated. Respondent believed that his client had not been forthcoming about his termination from employment. Respondent discussed with Baroch the potential downside to his case, including his liability to the defendant if they were to prevail on their cross-complaint. Respondent further advised Baroch to consider authorizing respondent to negotiate a "walk-away" settlement.

In a letter dated December 12, 1998, respondent wrote to Baroch confirming a meeting of the previous day in which Baroch gave respondent a check for additional non-refundable fees, which they had negotiated at $5,000,[3] for respondent's depositions and ongoing discovery, including the production of documents. The hearing judge found, and we agree, that the $5,000 was for attorney fees. Respondent however, never modified his fee agreement with Baroch to cover the $5,000 in added fees he claimed Baroch agreed to pay.

In the December 12 letter, respondent further explained that the case was not going to be easy or inexpensive and that there were many downside risks that put respondent's contingency fee at risk and that was why he sought the additional non-refundable retainer. Additionally, respondent asked for another $5,000 for the costs of a court reporter for the depositions of the defendants and other witnesses which Baroch promised to send under their original agreement.

On February 17, 1999, respondent again wrote to Baroch confirming that Baroch had either agreed to pay respondent additional money, find a new attorney, or substitute himself in

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[3]At about this time, respondent pressed Baroch for an additional $25,000 in advance fees but agreed to accept the additional $5,000 amount.

pro. per. In response to Baroch's written request of the previous day that respondent return the $9,000 in advance fees, respondent refused to return any of the $9,000 in fees as he considered them a non-refundable retainer and respondent had invested more than 200 hours in the case. This included the initial $500 advanced for costs because he had incurred $298.63 more in costs than the initial $500. The hearing judge found that respondent conducted substantial discovery in the case.

The relationship between respondent and Baroch became even more strained and on February 22, 1999, respondent moved to be relieved as Baroch's attorney. The court granted the motion in March 1999. Attorney David Cooper (Cooper) ultimately became Baroch's attorney of record in *Baroch v. Crispin*. The case ended when the defendant went bankrupt.

A. Small Claims Case

On June 15, 1999, respondent filed a small claims case against Baroch for costs associated with his representation of Baroch in *Baroch v. Crispin*. Respondent secured a judgment against Baroch for $593.94. After an appeal, the judgment for $614.94, including costs, became final and was paid by Baroch shortly thereafter.

B. Municipal Court Case

On June 14, 1999, Baroch sued respondent in Beverly Hills Municipal Court for the return of the $5,000 that Baroch paid respondent pursuant to their agreement. Baroch's principal contention was that the money was for depositions that were never taken and not for an additional retainer fee.

The case went to trial December 10, 1999. The court issued a written Statement of Decision that the $5,000 check was given in payment for additional retainer fees and not for unused deposition costs. However, the court awarded Baroch judgment because of the lack of a requisite written agreement to modify the original fee agreement. The decision was not based on respondent's failure to demonstrate that he performed sufficient services to justify charging the

fee. The court also found that Baroch presented an altered check as evidence in the case. The judge concluded that Baroch had altered the $5,000 check, after it was cleared, so that it read "depo exp." in the memo line.

Respondent appealed the municipal court judgment but later failed to perfect the appeal. The hearing judge found that respondent allowed the appeal to go into default because he did not want to invest any more time in the case and he was disgusted, depressed, and experiencing severe financial problems which would only be made worse by devoting more time to the appeal of the municipal court case.

On June 19, 2000 Baroch, listing himself in pro. per. obtained from the clerk of the court an Order of Appearance of Judgment Debtor ("ORAP") to be held July 20, 2000. On July 10, 2000, respondent filed an objection to the ORAP on the basis that Baroch's request for the ORAP was improper because it listed Baroch as being in pro. per. when Cooper was listed as his attorney of record.

On July 20, 2000, the court continued the ORAP to August 3, 2000, and issued a bench warrant against respondent for his failure to appear. The bench warrant was issued as a result of the court overlooking respondent's objection to the ORAP. On August 3, 2000, Baroch substituted himself in pro. per. On the same day, respondent again failed to appear for the ORAP and the court issued a bench warrant.

On September 6, 2000, while respondent was in another division of the Beverly Hills Court on an unrelated matter, he discovered the issuance of the bench warrant. He then went to the court that issued the warrant and, after explaining that he filed his objection July 10, 2000, the commissioner recalled and quashed the bench warrant and ordered Baroch to obtain a new ORAP date. Later on that same day, Baroch went to the courtroom of the presiding judge and tried, unsuccessfully, to have the ruling reversed.

Between June 9, 2000, when respondent's appeal was dismissed, and December 2000, respondent failed to pay the judgment to Baroch or to Baroch's attorney David Cooper. Nonetheless, respondent sent a letter to Cooper with an acknowledgment of full satisfaction of the judgment. Cooper informed respondent that he would not sign the acknowledgment until he received the money.

In December 2000, Baroch caused to be served a Writ of Execution in the amount of $5,104 on respondent's personal bank account. Respondent had just made a deposit into this bank account from a credit card cash advance, thus providing sufficient funds to satisfy the writ. Respondent allowed the judgment to be satisfied by his bank thereby enabling Baroch to collect on his judgment.

C. Superior Court Case

Respondent provided Baroch with a Notice of Client's Right to Arbitrate dated October 13, 1999. (Bus. & Prof. Code, §6201, subd. (a).) In a complaint filed November 9, 1999, respondent sued Baroch for respondent's $63,000 unrecovered fees in the *Baroch v. Crispin* matter. The matter was designated *Lindmark v. Baroch*. The complaint alleged the following causes of action: 1) breach of written contract; 2) reasonable value of services rendered (quantum meruit); 3) wilful misconduct; and 4) enforcement of equitable lien for fees.

On January 11, 2000, respondent filed a Request to Enter Default, which the clerk accepted, since Baroch did not file an answer to the complaint. On January 14, 2000, respondent lodged the required documents with the default clerk to have the judgment entered by the court. Respondent waited for the court to enter judgment and send him a conformed copy.

When respondent did not hear from the court as to the status of the default judgment, he telephoned the clerk in the assigned courtroom, the court's research attorney, and the calendar clerk in an attempt to discern the status of the entry of default. After the court personnel searched the computerized records, they discovered, and informed respondent, that Baroch had

reserved February 22, 2000 for a motion to strike, but the court never received any moving papers for filing from Baroch.

Given the lack of information surrounding the status of the default judgment, respondent continued to inquire about his entry of judgment against Baroch from late February through April of 2000. Respondent wrote to the research attorney and called her as well as the clerks in an effort to ascertain the status of his request for entry of judgment after default.

In the interim and unknown to respondent, Baroch's motion to strike was filed January 7, 2000, and a hearing was set for February 22, 2000. On the date set for the hearing, the matter was continued. On March 17, 2000, the date set for the continuance, the court vacated Baroch's default and continued the motion to strike to April 10, 2000, because the default was entered in error by the clerk's office since Baroch had timely filed a motion to strike. On April 10, 2000, Baroch's motion to strike was heard and granted and respondent's complaint was dismissed due to his failure to file an opposition or to appear at the hearing.

On May 9, 2000, respondent went to the court and examined the court file. At that time respondent discovered that on January 7, 2000, Baroch filed a Motion to Strike the Complaint which was granted April 10, 2000, dismissing the complaint since respondent failed to file an opposition.

On May 18, 2000, respondent filed a motion to set aside dismissal based on inadvertence, surprise, or excusable neglect, claiming that he had no notice of the hearing on the motion to strike or the court's order dismissing the complaint. On June 14, 2000, the court denied respondent's motion to set aside the dismissal of his complaint. After respondent's motion was denied, he took no further action with respect to the complaint against Baroch.

D. Proceedings in the State Bar Court

1. Culpability

A four-day trial was held between April 29, 2002, and May 7, 2002. The hearing judge filed his decision on May 22, 2002, finding that respondent wilfully violated rule 3-700(D)(2) by failing to promptly refund unearned fees once the municipal court action against respondent became final.

The hearing judge based his predicate finding, that the fee was unearned, on the decision of the judge in the municipal court proceeding of *Baroch v. Lindmark*. The municipal court found that pursuant to the contingency fee agreement, respondent was not entitled to, and thus had not earned, the additional $5,000 attorney fee paid by Baroch. From that finding, the hearing judge concluded that there was no other basis to support a finding that the $5,000 attorney fee was earned by respondent. The hearing judge further found that it was unreasonable for respondent to delay in returning Baroch's $5,000 from June 8, 2000 (the date of the dismissal of the municipal court judgment appeal), until December 2000 (when Baroch levied the funds from respondent's bank account). While the hearing judge sympathized with respondent's belief that he was entitled to the fees and that, based on the unique circumstances of the matter, respondent may not have had sufficient funds available to return the unearned fees immediately, it was nonetheless his duty to arrive at some arrangement for payment.

The hearing judge found respondent not culpable of three additional charges and granted respondent's motion to dismiss the other three counts charged:[4] communication with a represented party (rule 2-100);[5] failure to maintain respect for the court (Bus. & Prof. Code,

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[4] The State Bar has not appealed from the dismissal of these charges.

[5] The State Bar's evidence was a letter from respondent to Cooper and Baroch, one copy of which was sent directly to Baroch, concerning a global settlement of respondent's superior court suit for attorney fees and Baroch's municipal court suit for the return of the $5,000 fee retainer. At the time of the letter, Baroch represented himself in the superior court case and was

§6068, subd. (b));[6] and improper communication with a judge (rule 5-300(B)).[7] Upon our independent review (see *ante*, p. 1) we uphold the hearing judge's dismissals.

After the hearing judge issued his decision, respondent sought reconsideration. Since at the time of reconsideration the hearing judge who tried the case no longer sat on the State Bar Court, respondent's motion was ruled on by another hearing judge. That judge denied respondent's motion and this review followed.

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represented by Cooper in the municipal court case. The hearing judge found that respondent wrote to Baroch in Baroch's capacity as both party and attorney and wrote to Cooper in his capacity as Baroch's attorney. Therefore, the hearing judge concluded that respondent did not improperly communicate with a represented party and dismissed the count with prejudice.

[6]There were several events cited by the State Bar to support the charge. First was respondent's failure to file a mandatory cross-complaint in the municipal court case and then filing suit against Baroch for attorneys' fees in superior court. The hearing judge found that the retainer and fee agreement provided that the proper venue for any dispute was within the jurisdiction of the Los Angeles Superior Court so that the suit for attorneys' fees was properly within the superior court's jurisdiction. The second action which the State Bar alleged demonstrated disrespect for the court was when respondent stated that he did not receive notice of Baroch's motion to strike in his motion to set aside the dismissal of his complaint in the superior court case. The hearing judge found that the superior court was merely unconvinced that respondent did not receive the notices, and made no mention that the motion was frivolous. The third act which the State Bar alleged demonstrated disrespect for the court was when respondent failed to appear for the judgment debtor exam. The court found that respondent's written objection filed with the court constituted a sufficient response as evidenced by the municipal court quashing the bench warrant after the objection was discovered by the court. The final act which the State Bar alleged demonstrated disrespect for the court were the letters which respondent wrote to the research attorney and the clerks of the court inquiring about his notice of entry of default. The hearing judge found these letters to be both courteous and polite and therefore showed no disrespect for the court.

[7]The basis of this allegation was respondent's communications with the superior court judge's research attorney. The hearing judge found that the communications were proper under the circumstances because respondent had a default entered. With the entry of default, Baroch had not appeared; therefore, no notice needed to be served on him. As a result, respondent's ex parte contact with the court was permissible.

2. Mitigating and Aggravating Circumstances

The hearing judge found, as some evidence in mitigation, that respondent had practiced law for eight years without being disciplined. However, the judge noted that this period of practice was not entitled to significant weight. Four witnesses testified on respondent's behalf in support of his good character, including a physician and three attorneys. All of the witnesses were reasonably familiar with the charges brought against respondent and all believed him to be a truthful, honest and ethical individual in addition to being a very capable attorney. The hearing judge noted that this character evidence was less weighty, given the few witnesses. (Cf. Rules Proc. of State Bar, tit. IV, Stds. for Atty. Sanctions for Prof. Misconduct, std. 1.2(e)(vi).)

The hearing judge also found evidence in aggravation. Specifically, the judge found that respondent impeded Baroch's efforts to obtain the money that he was awarded after the judgment entered in Baroch's favor became final. He also sent a letter to Cooper with an acknowledgment of full satisfaction of the judgment despite failing to pay any portion of the judgment. Furthermore, respondent made it clear that he was unwilling to return the money because of the circumstances surrounding the case.

II. Discussion

A. Procedural claims

Respondent advances two claims of procedural error. Citing no legal authority, except for a general point as to the required standard of evidence, he first argues that it was error to deny his motion for reconsideration or to reopen the record and for a judge other than the one who heard the evidence to rule on those motions. We disagree with respondent's claim. Once the hearing judge who tried this case left this court, he became ineligible to take any further action in the case. Of necessity, that judge was unavailable to consider respondent's motions. (See *International Ins. Co. v. Superior Court* (1998) 62 Cal.App 4th 784, 786, fn. 2.) Moreover,

respondent has made no showing persuading us that the judge who ruled on his motions committed error.

Respondent also contends that the State Bar's prosecution of the case against him was irresponsible and vexatious. To explain his claim, respondent argues that he was deprived of an opportunity to respond to the State Bar's investigation. Finally, respondent argues that the State Bar never corrected the charges in light of evidence presented at trial that showed that respondent engaged in substantial discovery for Baroch. Respondent's claims are without merit as it appears that respondent was notified by the State Bar in writing about the nature of the complaint before formal charges were filed and that respondent had a year and four months from that notice to marshal any evidence he wished to introduce in his defense. We see no evidence of procedural unfairness.

B. Culpability

Respondent contends that there is insufficient evidence in the record to support a finding of a wilful violation of rule 3-700(D)(2). Specifically, respondent claims that the hearing judge incorrectly relied on the municipal court ruling, holding Baroch was entitled to the $5,000 due to respondent's failure to properly modify the retainer agreement, to conclude that respondent failed to earn the fee. He argues that, although he was not entitled to the fee pursuant to the retainer agreement because it was not modified in writing, he nonetheless earned the fee on a quantum meruit basis due to all of the time and work he put into the case. Respondent requests dismissal. The State Bar contends that the hearing judge's findings, conclusions, and discipline recommendation are supported by the record and should be adopted.

We first address respondent's argument that there is insufficient evidence to support finding a violation of rule 3-700(D)(2). Given the significance of the fee agreement in this case, we are guided by previous decisions that deal with the effect of a failure to modify a fee agreement. *Grossman v. State Bar* (1983) 34 Cal.3d 73, is guiding although it is factually

distinct and deals with misappropriation of client funds. In *Grossman*, the respondent negotiated a fee agreement with a client which provided that Grossman would receive 33 1/3 percent of all amounts received if the action was settled at least 30 days prior to the original trial date and 40 percent of all amounts received thereafter. After settlement was reached, more than 30 days before the original trial date, respondent unilaterally decided that a 40 percent fee was more appropriate than the 33 1/3 percent fee originally agreed upon. In finding against respondent, the Supreme Court held that "under a fixed fee contract, an attorney may not take compensation over the fixed fee without the client's consent to a renegotiated fee agreement . . . even if the work becomes more onerous than originally anticipated. [Citations.]" (*Grossman v. State Bar*, *supra*, 34 Cal.3d at p. 78.)

As noted above, respondent drafted a very specific and detailed fee agreement which set forth the duties of the parties and which contained a significant fixed-fee component. Specifically, it provided that respondent would receive a 50 percent contingency fee, a $2,000 non-refundable retainer, an additional $2,000 upon filing the complaint and a $3,000 cost advance. Moreover, the agreement provided that any modifications to the agreement had to be in writing and signed by both parties and the agreement was never so modified. Nowhere in the agreement did it provide that respondent is entitled to an additional $5,000 non-refundable retainer nor was there any evidence of a subsequent written agreement to that effect. Cases cited by respondent not involving fees charged under a written fee agreement are inapposite.

Accordingly, wholly apart from the policy reasons for not allowing recovery of a fee absent a modification of the retainer agreement, as the court observed in *Reynolds v. Sorosis Fruit Co.* (1901) 133 Cal. 625, 628, "the fact that the services performed by plaintiff [attorney] were reasonably worth more than the price for which he agreed to perform them cannot be considered. If the services had proven to be much less than the parties had in mind, and had only been worth ten dollars, the defendant [client] would have been bound by its contract, and would

have been liable for the four hundred dollars. The fact that plaintiff [attorney] made a bad bargain, and was compelled to do more than four hundred dollars' worth of labor, cannot relieve him of his contract. He is in precisely the same position that any other party would be, who, having made a contract for a certain sum to do a certain thing, finds by experience that the sum is not adequate compensation."

We have also considered, sua sponte, the opinion of the Supreme Court in *Huskinson & Brown, LLP v. Wolf* (Feb. 23, 2004; S107616) ___ Cal.4th___ [2004 DJDAR 2254] which did not preclude quantum meruit recovery to a law firm in the division of fees among lawyers which did not comply with the applicable rule of professional conduct. We consider *Huskinson & Brown* distinguishable from the case before us for several reasons. First, the Supreme Court was dealing with apportionment of compensation between attorneys in a civil case and not the determination of culpability in a disciplinary context for failure to return to the client unearned fees paid in advance. Second, the Court in *Huskinson & Brown* made clear that its decision did not increase the attorney fees paid or owed by the client. Third, in our case, the fee issue was actually litigated in civil court and became final on appeal.

Furthermore, it is well established that any ambiguities in attorney-client fee agreements are construed in the client's favor and against the attorney. (*Hollingsworth v. Lewis* (1928) 93 Cal.App. 526, 528.) In addition, the rule that ambiguities in a contract should be interpreted against the drafter applies with extra force when the contract has been drafted by the attorney. (*Mayhew v. Benninghoff* (1997) 53 Cal.App.4th 1365, 1370.) This is because, as occurred here, the attorney as the drafter of the fee agreement, is deemed to have superior knowledge in such matters.

It is also true that the relationship between the attorney and the client is a fiduciary relationship of the very highest character. (*Neel v. Magana, Olney, Levy, Cathcart & Gelfand* (1971) 6 Cal.3d 176, 189.) As such, any attorney-client transactions that are "'beneficial to the

attorney will be closely scrutinized with the utmost strictness for any unfairness.'" (*Hunniecutt v. State Bar* (1988) 44 Cal.3d 362, 372, citing *Clancy v. State Bar* (1969) 71 Cal.2d 140, 146.) Moreover, when there is a transaction between the attorney and the client, it is the attorney who has the burden of demonstrating that the dealings between the parties were "fair and reasonable and were fully known and understood by the client. [Citation.]" (*Hunniecutt v. State Bar*, *supra*, 44 Cal.3d at pp. 372-373.)

Respondent had a duty to execute the modification as prescribed by the agreement if he wished to earn extra sums as fees. Proper modification would have avoided any ambiguity and perhaps even the litigation surrounding the fee agreement and this disciplinary proceeding.

Accordingly, respondent was not legally or ethically entitled to retain the additional $5,000 paid by Baroch. As the hearing judge correctly noted, respondent had not earned the additional fee. We find that respondent invested a significant amount of time and effort into the case and acted competently in his representation of his client. We nonetheless find that in the absence of a valid modification of the fee agreement, respondent did not earn the $5,000 fee. Therefore, we uphold the hearing judge's conclusion that respondent willfully violated Rule 3-700(D)(2) by failing to promptly return unearned fees paid in advance.

C. Degree of Discipline

The hearing judge saw *In the Matter of Hanson* (Review Dept. 1994) 2 Cal. State Bar Ct. Rptr. 703 as instructive. We agree and also believe that it represents a typical case revealing culpability of failure to return promptly unearned fees and also in the same client matter of failing to avoid prejudice to his client after discharge. Hanson refunded the unearned advanced fees about 15 months after he was discharged and after the State Bar intervened. We found no mitigating circumstances in that case. We found that Hanson had been privately reproved but it was remote in time and did not therefore weigh significantly as aggravation. In *Hanson*, we reviewed a number of other cases involving generally similar types of misconduct and found the

discipline in those cases ranging between private reproval and stayed suspension. (*In the Matter of Hanson*, *supra*, 2 Cal. State Bar Ct. Rptr. 703, 713.)

Looking at the few cases involving discipline solely for offenses involving attorney fees, *Hulland v. State Bar* (1972) 8 Cal.3d 440 offers some guidance. There, the attorney wilfully failed to render legal services for which his client hired him and used a confession of judgment in an "overreaching attempt" to collect unearned fees. (*Id*. at p. 448.) The Supreme Court imposed public reproval.

We are mindful that, as to degree of discipline, each case must be assessed on its own facts as well as on the balance of aggravating and mitigating evidence. (E.g., *Rodgers v. State Bar* (1989) 48 Cal.3d 300, 316.) We determine that, despite the differences among cases, the public reproval imposed in *Hanson* and *Hulland* guide us that public reproval is appropriate as discipline here.

III. Disposition

For the foregoing reasons, respondent Roger M. Lindmark is hereby publicly reproved. Pursuant to the provisions of California Rules of Court, rule 956, we adopt and attach to this reproval the conditions recommended by the hearing judge in his decision and also include the notice as required by rule 956(a), California Rules of Court as to compliance with the conditions.

We also adopt the order of the hearing judge that the State Bar be awarded costs in accordance with the provisions of section 6086.10 and that such costs be payable in accordance with section 6140.7.

STOVITZ, P. J.

We concur:

WATAI, J.
EPSTEIN, J.

Case No. 00-O-12736

In the Matter of Roger M. Lindmark

Hearing Judge

Hon. Stanford E. Reichert

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