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IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA  
FIRST APPELLATE DISTRICT  
DIVISION TWO

THE PEOPLE,  
Plaintiff and Respondent,  
v.  
SIDNEY GLADNEY,  
Defendant and Appellant.

A133840  
  
(Alameda County  
Super. Ct. No. C163682)

On July 15, 2010, defendant entered a no contest plea to grand theft of real property worth over \$65,000 (Pen. Code, §§ 273.5, subd. (a), 12022.6, subd. (a)),<sup>1</sup> and to engaging in a pattern of real estate fraud resulting in losses of over \$500,000 to several victims (§ 186.11, subd. (a)). The trial court agreed to reduce defendant's felony conviction to a misdemeanor if defendant paid within one year the entire amount of restitution he owed. The court also ordered defendant to pay various fees, including a \$30 court security fee, a \$30 criminal assessment fee, and a \$10 theft fine.

Defendant failed to pay the restitution owed the victims and the trial court revoked his probation on July 15, 2011. The court imposed the previously suspended three-year prison term, and ordered defendant to pay various fines and fees, including the fees that it had imposed on July 15, 2010. The abstract of

<sup>1</sup> All further unspecified code sections refer to the Penal Code.

judgment stated that defendant had to pay a \$40 court security fee. On appeal, defendant contends that the abstract of judgment should be modified to reflect a court security fee of \$30, and the People agree. Accordingly, we modify the abstract of judgment to reflect a court security fee of \$30.

### **BACKGROUND**

The facts of the charged crimes are not relevant to the issue raised on appeal and are therefore only briefly summarized. Defendant owned California Trust Deeds and between 2007 and 2008 he obtained approximately \$251,541 from victims after promising them he would prevent their properties from foreclosure. Defendant did not pay off the victims' overdue loans and deposited the victims' money in his own personal and business bank accounts.

A felony complaint was filed on July 8, 2008, charging defendant with five counts of grand theft of personal property in violation of section 487, subdivision (a). As to count 5, it was alleged defendant took over \$65,000 in property under section 12022.6, subdivision (a). The complaint alleged that all of the offenses set forth in counts 1 through 5 involved a pattern of felony conduct causing over \$500,000 in damages under section 186.11, subdivision (a).

On April 19, 2010, defendant entered a no contest plea to count 5. The trial court rejected the plea agreement on June 11, 2010, and set forth an additional condition. Defendant withdrew his guilty plea.

On July 15, 2010, defendant decided to accept the trial court's modified proposed plea agreement and waived any irregularities in order to reinstate his no contest plea of April 19 to grand theft of real property worth over \$65,000 (§§ 487, subd. (a), 12022.6, subd. (a)), and to engaging in a pattern of real estate fraud resulting in losses of over \$500,000 to several victims (§ 186.11, subd. (a)). The trial court sentenced defendant to five years probation with a suspended three-year state prison term. The court ordered defendant to pay various fines, including a \$30 court security fee, a \$30 criminal fee assessment fee, a \$10 theft fine, and

restitution. The court advised defendant that the three-year state prison term would be imposed if the restitution was not paid in full within one year.

Defendant did not pay any restitution within one year and, on July 15, 2011, the trial court revoked defendant's probation. On September 16, 2011, the court imposed the earlier suspended three-year state prison term. The trial court stated that on July 15, 2010, it had imposed "\$70 in fines and fees." The abstract of judgment stated that defendant owed a \$40 court security fee, a \$30 criminal assessment fee, and a \$10 theft fine.

Defendant filed a timely notice of appeal.

### **DISCUSSION**

Defendant's sole claim on appeal is that the abstract of judgment incorrectly states that the court security fee is \$40 and the amount should be \$30. The People agree.

When imposing the fees on September 16, 2011, the trial court stated that it had imposed "\$70 in fines and fees" on July 15, 2010. On July 15, 2010, the court imposed a \$30 court security fee, a \$30 criminal assessment fee, and a \$10 theft fine. The probation report also recommended a \$30 criminal assessment fee and a \$30 court security fee. The abstract of judgment, however, states that this court security fee is \$40. Thus, as the People agree, the record clearly shows that the court on September 16, 2011, intended to impose a court security fee of \$30, not \$40.

Accordingly, the abstract of judgment should be amended to conform to the court's oral pronouncement. (*People v. Mitchell* (2001) 26 Cal.4th 181, 185.) We may amend the abstract of judgment (§ 1260) to conform to the trial court's oral pronouncement.

### **DISPOSITION**

The abstract of judgment is modified to reflect a \$30 court security fee. The trial court is directed to prepare a corrected abstract of judgment and to

forward a certified copy to the Department of Corrections and Rehabilitation. The judgment, as modified, is affirmed.

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Lambden, J.

We concur:

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Kline, P.J.

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Haerle, J.