


PUBLIC MATTER

(Do not write above this line.)

State Bar Court of California		
Hearing Department <input checked="" type="checkbox"/> Los Angeles <input type="checkbox"/> San Francisco PROGRAM FOR RESPONDENTS WITH SUBSTANCE ABUSE AND MENTAL HEALTH ISSUES		
Counsel for the State Bar THE STATE BAR OF CALIFORNIA OFFICE OF THE CHIEF TRIAL COUNSEL - ENFORCEMENT DAVID T. SAUBER 1149 South Hill Street, 9 th Floor Los Angeles, CA 90015-2299 Telephone: (213) 765-1000 Bar # 176554	Case Number(s) 01-O-05268; 03-O-02519; 03-O-02610 (Inv. #)	(for Court use) <div style="text-align: center;">CONFIDENTIAL</div> <div style="text-align: center;">LODGED</div> <div style="text-align: center;">SEP 12 2005</div> <div style="text-align: center;">STATE BAR COURT CLERK'S OFFICE LOS ANGELES</div> <div style="text-align: center;">FILED</div> <div style="text-align: center;">DEC 24 2008</div> <div style="text-align: center;">STATE BAR COURT CLERK'S OFFICE LOS ANGELES</div>
<input checked="" type="checkbox"/> Counsel for Respondent <input type="checkbox"/> In Pro Per JoAnne Earls Robbins Karpman & Associates 9200 Sunset Blvd., PH #7 Los Angeles, California 90069 Telephone: (310) 887-3900 Bar # 82352	<div style="text-align: center;">kwiktag® 078 540 230</div> 	
In the Matter of IRA DAVID JOHNS Bar # 86179 A Member of the State Bar of California (Respondent)	Submitted to Program Judge <div style="text-align: center;">STIPULATION RE FACTS AND CONCLUSIONS OF LAW</div> <input type="checkbox"/> PREVIOUS STIPULATION REJECTED	

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

A. Parties' Acknowledgments:

- (1) Respondent is a member of the State Bar of California, admitted May 31, 1979 (date)
- (2) The parties agree to be bound by the factual stipulations contained herein even if conclusions of law or disposition (to be attached separately) are rejected or changed by the Supreme Court. However, if Respondent is not accepted into the Lawyer Assistance Program, this stipulation will be rejected and will not be binding on Respondent or the State Bar.
- (3) All investigations or proceedings listed by case number in the caption of this stipulation are entirely resolved by this stipulation and are deemed consolidated, except for Probation Revocation Proceedings. Dismissed charge(s)/count(s) are listed under "Dismissals." The stipulation and order consists of -11 pages.
- (4) A statement of acts or omissions acknowledged by Respondent as cause or causes for discipline is included under "Facts."
- (5) Conclusions of law, drawn from and specifically referring to the facts, are also included under "Conclusions of Law."

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- (6) No more than 30 days prior to the filing of this stipulation, Respondent has been advised in writing of any pending investigation/proceeding not resolved by this stipulation, except for criminal investigations.
- (7) Payment of Disciplinary Costs—Respondent acknowledges the provisions of Bus. & Prof. Code §§ 6086.10 & 6140.7 and will pay timely any disciplinary costs imposed in this proceeding.

B. Aggravating Circumstances [Standards for Attorney Sanctions for Professional Misconduct, standard 1.2(b)]. Facts supporting aggravating circumstances are required.

- (1) **Prior Record of Discipline [see standard 1.2(f)]**
- (a) State Bar Court Case # of prior case _____
- (b) Date prior discipline effective _____
- (c) Rules of Professional Conduct/State Bar Action violations _____
- (d) Degree of prior discipline _____
- (e) If Respondent has two or more incidents of prior discipline, use space provided below or under "Prior Discipline" (above)
- (2) **Dishonesty:** Respondent's misconduct was surrounded by or followed by bad faith, dishonesty, concealment, overreaching or other violations of the State Bar Act or Rules of Professional Conduct.
- (3) **Trust violation:** Trust funds or property were involved and Respondent refused or was unable to account to the client or person who was the object of the misconduct for improper conduct toward said funds or property.
- (4) **Harm:** Respondent's misconduct harmed significantly a client, the public or the administration of justice.
- (5) **Indifference:** Respondent demonstrated indifference toward rectification of or atonement for the consequences of his or her misconduct.
- (6) **Lack of Cooperation:** Respondent displayed a lack of candor and cooperation to the victims of his/her misconduct or the State Bar during disciplinary investigation or proceedings.
- (7) **Multiple/Pattern of Misconduct:** Respondent's current misconduct evidences multiple acts of wrong doing or demonstrates a pattern of misconduct.
- (8) **No aggravating circumstances** are involved.

Additional aggravating circumstances:

(Do not write above this line.)

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

- (1) **No Prior Discipline:** Respondent has no prior record of discipline over many years of practice coupled with present misconduct which is not deemed serious.
- (2) **No Harm:** Respondent did not harm the client or person who was the object of the misconduct.
- (3) **Candor/Cooperation:** Respondent displayed spontaneous candor and cooperation to the victims of his/her misconduct and to the State Bar during disciplinary investigation and proceedings.
- (4) **Remorse:** Respondent promptly took objective steps spontaneously demonstrating remorse and recognition of the wrongdoing, which steps were designed to timely atone for any consequences of his/her misconduct.
- (5) **Restitution:** Respondent paid \$ _____ on _____ in restitution to _____ without the threat of force of disciplinary, civil or criminal proceedings.
- (6) **Delay:** These disciplinary proceedings were excessively delayed. The delay is not attributable to Respondent and the delay prejudiced him/her.
- (7) **Good Faith:** Respondent acted in good faith.
- (8) **Emotional/Physical Difficulties:** At the time of the stipulated act or acts of professional misconduct Respondent suffered extreme emotional difficulties or physical disabilities which expert testimony would establish were directly responsible for the misconduct. The difficulties or disabilities were not the product of any illegal conduct by the member, such as illegal drugs or substance abuse, and Respondent no longer suffers from such difficulties or disabilities.
- (9) **Severe Financial Stress:** At the time of the misconduct, Respondent suffered from severe financial stress which resulted from circumstances not reasonably foreseeable or which were beyond his/her control and which were directly responsible for the misconduct.
- (10) **Family Problems:** At the time of the misconduct, Respondent suffered extreme difficulties in his/her personal life which were other than emotional or physical in nature.
- (11) **Good Character:** Respondent's good character is attested to by a wide range of references in the legal and general communities who are aware of the full extent of his/her misconduct.
- (12) **Rehabilitation:** Considerable time has passed since the acts of professional misconduct occurred followed by convincing proof of subsequent rehabilitation.
- (13) **No mitigating circumstances** are involved.

Additional mitigating circumstances:

ATTACHMENT TO
STIPULATION RE FACTS AND CONCLUSIONS OF LAW

IN THE MATTER OF: IRA DAVID JOHNS

CASE NUMBERS: 01-O-05268; 03-O-02519; Investigation Case No. 03-O-02610

FACTS AND CONCLUSIONS OF LAW:

Respondent admits that the following facts are true and that he is culpable of violations of the specified statutes and/or Rules of Professional Conduct.

Facts for Case No. 01-O-05268

1. On or about March 21, 1996, Alejandro M. Domingo ("Domingo") employed Respondent to represent him in a personal injury action arising from an October 20, 1995 automobile accident.
2. Domingo had sought medical treatment from the following health care providers: University Medical Imaging Center; Integrated Health Care; Valencia Surgical Center; Richard Hoberman, M.D.; Santa Clarita Valley Health Care Management Group/Collection Consultants; and John Kaufman, M.D.
3. On or about May 14, 1996, Respondent and Domingo granted a written medical lien on any recovery to University Medical Imaging Center. Under the terms of the lien, Respondent agreed to transmit payment to University Medical Imaging Center within ten days of receipt of the settlement funds.
4. On or about May 29, 1996, Respondent and Domingo granted a written lien on any recovery to John Kaufman, M.D.
5. On or about May 31, 1996, Respondent and Domingo granted a written medical lien on any recovery to Valencia Surgical Center.
6. On or about October 8, 1996, Respondent and Domingo granted a written medical lien on any recovery to Richard Hoberman, M.D.
7. On or about February 19, 1997, Respondent and Domingo granted a written lien on any recovery to Santa Clarita Health Care Management
8. In or about October 1999, Domingo's personal injury action settled for \$50,000.00.
9. On or about November 29, 1999, Respondent deposited the \$50,000.00 draft into his client trust account, which was titled, "Ira Johns Attorney at Law - Client's Trust Account," account number 13-202 258 ("CTA").
10. In an undated document titled "Settlement Distribution," Respondent allocated \$20,000.00 of the settlement to attorney's fees and \$946.14 to his costs for a total of \$20,946.14.
11. Respondent wrote himself 12 checks from his CTA to pay his attorney's fees and costs from on or about November 29, 1999, to on or about January 28, 2000. Altogether, Respondent wrote and cashed CTA checks for his attorney's fees and costs for \$24,433.17.
12. In the Settlement Distribution, Respondent withheld \$17,274.30 for payment of the following medical expenses : (a) \$1,450.00 to University Medical Imaging Center; (b) \$517.05 to Integrated Health Care; (c) \$7,747.20 to Valencia Surgical Center; (d) \$650.00 to Richard Hoberman, M.D.; (e) \$35.05 to Santa Clarita Valley Health Care Management Group/Collection Consultants; and (f) \$6,875.00 to John Kaufman, M.D. Payment of Respondent's attorney's fees and costs and allocation of funds to pay

Domingo's medical expenses consumed all but \$11,779.56 of the \$50,000.00 settlement.

13. On or about December 2, 1999, Respondent paid \$517.05 to Integrated Health Care.
14. On or about December 17, 1999, Respondent sent a letter to Domingo enclosing the Settlement Distribution. In the letter, Respondent informed Domingo that Respondent would mail Domingo a check for \$11,779.56 once Domingo approved the distribution.
15. On or about December 29, 1999, Respondent paid \$11,779.56 to Domingo.
16. On or about January 28, 2000, Respondent paid himself \$1,475.00 for attorney's fees and costs. At that time, Respondent was required to maintain \$16,757.25 in his CTA to pay Domingo's health care providers.
17. On December 13, 2000, the balance in Respondent's CTA account dipped to \$11,786.31, which was below the \$16,757.25 that Respondent was required to maintain in his CTA to pay Domingo's health care providers.
18. Between December 13, 2000 and January 16, 2001, the balance in Respondent's CTA continually dipped below the \$16,757.25 that Respondent was required to maintain in his CTA to pay Domingo's health care providers, including but not limited to:

<u>DATE</u>	<u>BALANCE</u>
12/15/00	\$11,013.41
12/18/00	\$10,434.71
12/27/00	\$9,587.31
12/29/00	\$10,256.04
01/02/01	\$10,241.17
01/04/01	\$9,813.44
01/08/01	\$9,713.44
01/09/01	\$9,563.42
01/10/01	\$9,043.42

19. On or about January 16, 2001, Respondent paid \$4,900 to John Kaufman, M.D.
20. Between January 16, 2001 and January 14, 2002, the balance in Respondent's CTA continually dipped below the \$11,857.25 that Respondent was required to maintain in his CTA to pay Domingo's health care providers, including but not limited to:

<u>DATE</u>	<u>BALANCE</u>
01/16/01	\$4,143.42
01/17/01	\$4,074.12
01/18/01	\$2,864.12
01/22/01	\$2,670.12
01/23/01	\$2,295.12
01/29/01	\$2,167.54
01/31/01	\$1,780.22
02/28/01	\$1,582.47
03/30/01	\$1,582.56
04/30/01	\$1,581.22
05/29/01	\$598.47
06/29/01	\$598.47
07/31/01	\$598.47
08/31/01	\$598.47
09/28/01	\$598.47
10/31/01	\$598.47
11/30/01	\$598.47
12/31/01	\$598.47
1/13/02	\$598.47
1/14/02	\$26,098.47

21. Between January 16, 2001 and November 19, 2002, Respondent did not pay the medical expenses owed by Domingo to University Medical Imaging Center; Valencia Surgical Center; Richard Hoberman, M.D.; and Santa Clarita Valley Health Care Management Group/Collection Consultants, even though Respondent and Domingo had executed written liens to the each of those health care providers.
22. On or about November 19, 2002, Respondent paid \$1,160 to University Medical Imaging Center; \$5,000 to Valencia Surgical Center; \$500 to Richard Hoberman, M.D.; and \$5,164.40 to Domingo.
23. On June 22, 2001, Domingo sent a letter by certified mail to Respondent requesting that Respondent contact him to arrange a meeting.
24. Respondent did not contact Domingo in response to Domingo's June 22, 2001 letter.
25. On July 13, 2001, Domingo sent a second letter by certified mail to Respondent requesting that Respondent contact him to arrange a meeting to discuss the disbursement of funds from the settlement.
26. Respondent did not contact Domingo in response to Domingo's July 13, 2001 letter.

Conclusions of Law for Case No. 01-O-05268

27. By allowing his CTA to dip below the amount he was required to maintain in his CTA for almost two years, including allowing his CTA to dip approximately \$10,000 below the amount he was required to maintain in his CTA for almost one year, Respondent failed to maintain the balance of funds received for the benefit of a client and deposited in a bank account labeled "Client Trust Account" in wilful violation of the Rules of Professional Conduct, rule 4-100(A).
28. By failing to initiate negotiations to reduce the four liens held by Domingo's health care providers from approximately November 29, 1999 through at least July 2002, failing to timely pay the four liens held by Domingo's health care providers, and failing to pay Domingo the \$1,975 reduction negotiated in the medical expenses of John Kaufman, M.D. from January 16, 2001 through November 19, 2002, Respondent intentionally, recklessly, or repeatedly failing to perform legal services with competence in wilful violation of Rules of Professional Conduct, rule 3-110(A).
29. By failing to respond to Domingo's letters and failing to contact Domingo regarding the disbursement of the remaining funds from the settlement, Respondent failed to respond promptly to reasonable status inquiries of a client and to keep a client reasonably informed of significant developments in a matter in which Respondent had agreed to provide legal services in wilful violation of Business and Professions Code section 6068(m).

Facts for Case No. 03-O-02519

30. On or about January 14, 2002, Respondent deposited a \$25,000 check from Farmers Insurance Group payable to Melissa Spragg ("Spragg") and Respondent into his Client Trust Account at Manufacturers Bank, account number 13-202 258 ("CTA").
31. On or about January 14, 2002, Respondent wrote CTA check no. 3804 to Spragg for \$3,853.37, which left a CTA balance of Spragg funds of \$21,146.63.
32. On or about January 28, 2002, Respondent deposited a \$5,000 check from Carl Warren & Co. payable to Spragg and Respondent into his CTA, which left a CTA balance of Spragg funds of \$26,146.63.
33. On or about January 28, 2002, Respondent wrote CTA check no. 3805 to Spragg for \$2,993.80, which left a CTA balance of Spragg funds of \$23,152.83.
34. On or about February 4, 2002, Respondent wrote CTA check no. 3806 to Valley Physical Therapy for Spragg's health care for \$2,400, which left a CTA balance of

Spragg funds of \$20,752.83.

35. On or about February 15, 2002, Respondent wrote CTA check no. 3807 to himself for \$12,000, which left a CTA balance of Spragg funds of \$8,752.83.
36. On or about February 21, 2002, Respondent wrote CTA check no. 3808 to Orthopedic Associates for Spragg's health care for \$975, which left a CTA balance of Spragg funds of \$7,777.83.
37. Between February 21, 2002, and July 23, 2003, (the date Respondent paid Parkview Imaging) no payments were made to or on behalf of Spragg. Consequently, Respondent's CTA was required to maintain a balance of Spragg funds of \$7,777.83.
38. On or about November 29, 2002, CTA check no. 3813 for \$5,164.40 was posted and the balance in the CTA fell to \$7,319.05.
39. On or about January 6, 2003, CTA check no. 3810 for \$500 was posted and the balance in the CTA fell to \$6,819.05.
40. The balance in the CTA remained \$6,819.05 from January 6, 2003 through at least February 28, 2003.
41. Respondent did not contact Spragg from approximately January 2002 through approximately June 2003.
42. In July and August 2003, Respondent paid the outstanding medical liens to Midway Hospital, L.A. County- USC, and Parkview Imaging. Further, Respondent paid Spragg \$2,656 as the remaining amount from the settlement.

Conclusions of Law for Case No. 03-O-02519

43. By allowing his CTA to dip below the amount he was required to maintain in his CTA for Spragg from November 29, 2002, through at least February 28, 2003, Respondent failed to maintain the balance of funds received for the benefit of a client and deposited in a bank account labeled "Client Trust Account" in wilful violation of Rules of Professional Conduct, rule 4-100(A).
44. By failing to disburse the \$7,777.83 that he held in trust for Spragg from approximately February 2002 through at least February 28, 2003, Respondent intentionally, recklessly, or repeatedly failing to perform legal services with competence in wilful violation of Rules of Professional Conduct, rule 3-110(A).
45. By failing to contact Spragg regarding the disbursement of the remaining \$7,777.83 from approximately January 2002 through approximately June 2003, Respondent failed to keep a client reasonably informed of significant developments in a matter in which Respondent had agreed to provide legal services in wilful violation of Business and Professions Code section 6068(m).

Facts for Investigation Case No. 03-O-02610

47. In or about November 1995, Respondent was employed by Linda L. Sutton ("Sutton") to represent her in a lawsuit against Bel Air Shell. The contingency fee agreement in this case provided that she would pay Respondent 40% of any amounts recovered in the actions. Costs of the action and attorney's fees for any appeal of the matter were not included in the 40% contingency fee. Between the period of 1993 through, at least, 1999, Respondent represented Sutton on other legal matters not covered by the 40% contingency fee agreement signed in connection with the Bel Air Shell matter.
48. William Lively ("Lively") had previously represented Sutton in the case against Bel Air Shell. On or about November 9, 1993, Lively filed a Lien for Attorneys' Fees and Costs Incurred in the Bel Air Shell action. This date was before Respondent represented Sutton in the Bel Air Shell matter. Respondent indicates that he was never served with the Lien.
49. Thereafter, Respondent represented Sutton in the case against Bel Air Shell which proceeded to jury trial. The trial resulted in a judgment in Sutton's favor and against Bel Air Shell. The defendant filed an appeal of the judgment. Respondent represented Sutton on the appeal and in filing a cross-appeal. Respondent's recollection is that he

- agreed to represent Sutton on the appeal on an hourly fee basis. As a result of that judgment, Respondent received check no. 088056 from Superior National Insurance Company dated October 9, 1996, in the amount of \$23,958.33. This check named as payees the following: Linda Sutton & her attorneys, Ira Johns & Bill Lively. This check was a partial payment on the judgment amount, pending the outcome of the appeal.
50. On or about October 18, 1996, Respondent sent Lively check no. 088056 and requested that he return it to Respondent with Lively's signature on it.
 51. On or about October 23, 1996, Respondent sent Lively a letter stating that they had agreed that Lively would sign and return the check for Respondent's agreement that he would hold the funds in his trust account and not disburse the funds until Lively is notified and consents to such disbursement.
 52. On or about October 29, 1996, Lively returned check no. 088056 to Respondent with Lively's signature on the check. The check was then deposited into Respondent's client trust account ("CTA") at Mitsui Manufacturers Bank, account no. 13-202-258.
 53. In or about 1997, Lively filed an action against Sutton regarding attorney fees allegedly owed to him. On or about February 2, 1998, judgment was entered against Sutton in favor of Lively in the amount of \$25,625 in the attorney fees matter. In about 1998, Respondent was subpoenaed to, and appeared at, a judgment debtor's examination re. Lively v. Sutton. According to Respondent, until he was subpoenaed, Respondent had no knowledge of any action by Lively against Sutton. After that time, Respondent indicates that Sutton advised him orally that she and Lively had resolved the judgment against her. According to Respondent, neither Sutton nor the attorney that represented Sutton in the Lively action contacted Respondent. Respondent states that he interpreted Sutton's oral statement and the subsequent lack of contact to mean that Respondent could apply the money he was holding in his CTA to satisfy any legal fees and costs that he was due on any of Sutton's legal matters. Sutton denies this was the case and states that she could not contact Respondent after 2000 because his telephone number had been disconnected. Respondent is unable to locate any document which expressly states such an agreement.
 54. Between January 1, 1999, and December 31, 1999, the balance in Respondent's CTA account no. 13-202-258 at Mitsui Manufacturers Bank fell below the \$23,958.33 he was holding on the Bel Air Shell matter on several occasions including:

<u>DATE</u>	<u>BALANCE</u>
June 17, 1999	\$19,731.54
June 30, 1999	\$22,542.03
September 10, 1999	\$5,868.78
October 4, 1999	\$18,557.13
November 29, 1999	\$4,717.35

Respondent explains that this occurred due to his belief that he was entitled to the funds to pay for the fees he had accrued for his work on the pretrial, trial, and appeal on the Bel Air shell case.

55. To date, Respondent has not paid any amount of the \$23,958.33 received as judgment in the Bel Air Shell matter to either Sutton or Lively.

Conclusions of Law for Investigation Case No. 03-O-02610

56. By allowing his CTA to dip below the amount he was required to maintain in his CTA for Sutton from June 17, 1999, through at least November 29, 1999, Respondent failed to maintain the balance of funds received for the benefit of a client and deposited in a bank account labeled "Client Trust Account" in wilful violation of Rules of Professional Conduct, rule 4-100(A).
57. By failing to disburse the \$23,958.33 [that he held in trust for Sutton from October 9, 1996, through the present date] Respondent intentionally, recklessly, or repeatedly failed

to perform legal services with competence in wilful violation of Rules of Professional Conduct, rule 3-110(A).

DISMISSALS:

The State Bar requests that the State Bar Court dismiss the following counts in furtherance of justice:

- a. Case No. 01-O-05268; Counts Three (3) and Five (5).

PENDING CASES:

The written advice of pending cases, referenced in paragraph A.(6), was sent on June 23, 2005.

RESTITUTION/FEE ARBITRATION:

Respondent agrees to write to Linda L. Sutton within thirty (30) days from the date he signs this stipulation, and therein to offer to initiate, pay the filing fee for, and participate in a State Bar-approved fee arbitration regarding any outstanding fee dispute with her upon her request. This letter from Respondent and Linda L. Sutton's request for arbitration shall both be sent by certified mail return receipt requested. Respondent shall retain a copy of such letter and the return receipt for the entire period of his Alternate Discipline Program contract and shall present it to State Bar Court, State Bar Probation, or the Office of Chief Trial Counsel upon request. Respondent further agrees to initiate, pay the filing fee for, and to participate in the fee arbitration process upon the complainant's request and to abide by the decision of the fee arbitrator.

Respondent understands that his failure to write, or to retain a copy of, said letter and the return receipt, or to initiate, pay for, or participate in the fee arbitration process upon receiving complainant's request, or to abide by the decision of the fee arbitrator, may result in a violation of his Alternate Discipline Program agreement. Respondent shall initiate, pay the filing fee for, and participate in the fee arbitration process within three (3) months of receiving Ms. Sutton's request. Further, failure to comply with this condition shall result in Respondent being required to pay, as restitution, the amount of \$14,375 (amount received minus 40% contingency fee agreed to) plus interest on that amount at the rate of ten percent (10%) per annum from October 29, 1996.

(Do not write above this line.)

In the Matter of IRA DAVID JOHNS	Case number(s): 01-O-05268; 03-O-02519 03-O-02610 (Inv. #)
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SIGNATURE OF THE PARTIES

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

Respondent enters into this stipulation as a condition of his/her participation in the Program. Respondent understands that he/she must abide by all terms and conditions of Respondent's Program Contract.

If the Respondent is not accepted into the Program or does not sign the Program contract, this Stipulation will be rejected and will not be binding on Respondent or the State Bar.

If the Respondent is accepted into the Program, upon Respondent's successful completion of or termination from the Program, this Stipulation will be filed and the specified level of discipline for successful completion of or termination from the Program as set forth in the State Bar Court's Statement Re: Discipline shall be imposed or recommended to the Supreme Court.

June 27, 2005
Date

IRA D. JOHNS
Respondent's signature

IRA DAVID JOHNS
Print name

June 24, 2005
Date

JoAnne Earls Robbins
Respondent's Counsel's signature

JoANNE EARLS ROBBINS
Print name

6/28/05
Date

DAVID T. SAUBER
Deputy Trial Counsel's signature

DAVID T. SAUBER
Print name

(Do not write above this line.)

In the Matter of IRA DAVID JOHNS	Case number(s): 01-O-05268; 03-O-02519; 03-O-02610 (Inv. #)
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ORDER

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

- The stipulation as to facts and conclusions of law is APPROVED.
- The stipulation as to facts and conclusions of law is APPROVED AS MODIFIED as set forth below.
- All court dates in the Hearing Department are vacated.

The parties are bound by the stipulation as approved unless: 1) a motion to withdraw or modify the stipulation, filed within 15 days after service of this order, is granted; or 2) this court modifies or further modifies the approved stipulation; or 3) Respondent is not accepted for participation in the Program or does not sign the Program Contract. (See rule 135(b) and 802(b), Rules of Procedure.)

9/12/05
Date



Judge of the State Bar Court

CERTIFICATE OF SERVICE
[Rule 62(b), Rules Proc.; Code Civ. Proc., § 1013a(4)]

I am a Case Administrator of the State Bar Court of California. I am over the age of eighteen and not a party to the within proceeding. Pursuant to standard court practice, in the City and County of Los Angeles, on September 15, 2005, I deposited a true copy of the following document(s):

STATEMENT OF ALTERNATIVE DISPOSITIONS AND ORDERS;

CONTRACT AND WAIVER FOR PARTICIPATION IN THE STATE BAR COURT'S ALTERNATIVE DISCIPLINE PROGRAM;

STIPULATION RE FACTS AND CONCLUSIONS OF LAW;

ORDER

in a sealed envelope for collection and mailing on that date as follows:

- by first-class mail, with postage thereon fully prepaid, through the United States Postal Service at Los Angeles, California, addressed as follows:

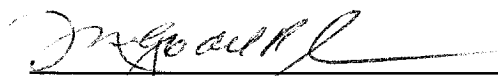
**JOANNE EARLS ROBBINS
KARPMAN & ASSOCIATES
9200 SUNSET BLVD PH #7
LOS ANGELES, CA 90069**

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

David Sauber, Enforcement, Los Angeles

Supervising Attorney Office of Probation, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on **September 15, 2005.**



Milagro del R. Salmeron
Case Administrator
State Bar Court

CERTIFICATE OF SERVICE

[Rule 62(b), Rules Proc.; Code Civ. Proc., § 1013a(4)]

I am a Case Administrator of the State Bar Court of California. I am over the age of eighteen and not a party to the within proceeding. Pursuant to standard court practice, in the City and County of Los Angeles, on March 25, 2009, I deposited a true copy of the following document(s):

DECISION AND ORDER SEALING CERTAIN DOCUMENTS and
STIPULATION RE FACTS AND CONCLUSIONS OF LAW

in a sealed envelope for collection and mailing on that date as follows:

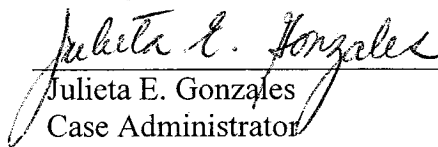
- by first-class mail, with postage thereon fully prepaid, through the United States Postal Service at Los Angeles, California, addressed as follows:

JOANNE E ROBBINS ATTORNEY AT LAW
KARPMAN & ASSOCIATES
301 N CANON DR STE 303
BEVERLY HILLS, CA 90210

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

Monique T. Miller, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on March 25, 2009.



Julieta E. Gonzales
Case Administrator
State Bar Court