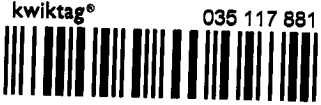


# PUBLIC MATTER

ORIGINAL

~~CONFIDENTIAL~~

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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 <b>OFFICE OF THE CHIEF TRIAL COUNSEL - ENFORCEMENT</b> <b>CHARLES A. MURRAY</b> 1149 South Hill Street, 9 <sup>th</sup> Floor Los Angeles, CA 90015-2299 Telephone: (213) 765-1252 Bar # 146069	Case Number(s)  03-O-03236-	(for Court use) <b>FILED</b>  JAN 31 2008 STATE BAR COURT CLERK'S OFFICE LOS ANGELES <b>LODGED</b>  NOV 20 2006 STATE BAR COURT CLERK'S OFFICE LOS ANGELES
<input type="checkbox"/> Counsel for Respondent <input checked="" type="checkbox"/> In Pro Per  CAROLYN S. JANZEN 561 Main Street, #1-2 El Centro, California 92243 Telephone: (760) 352-0464  Bar # 102998		
In the Matter of  CAROLYN SUE JANZEN Bar # 102998 A Member of the State Bar of California (Respondent)	Submitted to Program Judge  STIPULATION RE FACTS AND CONCLUSIONS OF LAW  <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 June 16, 1982  
(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 10 pages.
- (4) A statement of acts or omissions acknowledged by Respondent as cause or causes for discipline is included under "Facts."  
-See Attachment
- (5) Conclusions of law, drawn from and specifically referring to the facts, are also included under "Conclusions of Law."  
-See Attachment

(Do not write above this line.)

- (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 02-0-14783; 03-0-03646 (Consolidated)
- (b)  Date prior discipline effective April 11, 2004
- (c)  Rules of Professional Conduct/State Bar Action violations RPC Rule 4-100(A) (commingling)
- (d)  Degree of prior discipline One (1) year Stayed Suspension; Two (2) years Probation with Conditions
- (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.)

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**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**  
**ADP STIPULATION RE FACTS & CONCLUSIONS OF LAW**

IN THE MATTER OF:       **CAROLYN SUE JANZEN, State Bar No. 102998**

CASE NUMBER:           03-O-03236

**PENDING PROCEEDINGS**

The disclosure date referred to, on page one, paragraph A (6), was April 14, 2006.

**PARTIES ARE BOUND BY THE STIPULATED FACTS:**

The parties intend to be and are hereby bound by the stipulated facts contained in this stipulation. This stipulation as to facts and the facts so stipulated shall independently survive even if the conclusions of law and/or stipulated disposition set forth herein are rejected, modified or changed in any manner whatsoever by the Hearing Department or the Review Department of the State Bar Court, or by the California Supreme Court.

**STIPULATION AS TO FACTS AND CONCLUSIONS OF LAW.**

Respondent admits that the following facts are true and that she is culpable of violations of the specified statutes and/or Rules of Professional Conduct, or that she has otherwise committed acts of misconduct warranting discipline, as follows:

**Case No. 03-O-03236**

**Facts**

1.       On April 30, 1993, then attorney William F. Macklin (“Macklin”) filed a wrongful termination action against the City of Calexico on behalf of John V. Wankum (“Wankum”). The legal action was filed in the Imperial County Superior Court, entitled *Wankum v. City of Calexico*, case no. 77574 (“Wankum Action”). Macklin was subsequently appointed to the bench.
2.       When Macklin made arrangements to wind up his practice due to his appointment to the bench, Macklin referred Wankum to Respondent to represent him in the Wankum Action.
3.       On August 30, 1996, Macklin filed a Notice and Substitution of Attorney (“Notice and Substitution”) in the Wankum Action, substituting Respondent in as an attorney of record in place of Macklin in the Wankum Action. Both Wankum and opposing counsel, Neil Gerber were properly served via mail with the Notice and Substitution. Respondent and Wankum both signed the Notice and Substitution.
4.       Following her substitution into the Wankum Action, Respondent took no action to prosecute the case and bring the matter to trial. Then, on June 29, 1998, almost two years after the substitution, Respondent sent a letter to Wankum, stating that the case was in the discovery phase which was both time consuming and costly, and proposed two different retainer fee

arrangements. The Wankum Action became subject to dismissal pursuant to the mandatory five-year dismissal statute on April 30, 1998.

5. On July 21, 1998, Wankum properly mailed a letter to Respondent at her office address she had provided to Wankum and accepted one of the retainer fee arrangements, and enclosed a check for \$7,500.00 as retainer fee.

6. After receiving the \$7,500.00 retainer fee from Wankum, Respondent continued to fail to take any action to prosecute the Wankum Action.

### **Conclusions of Law**

By failing to take any action to prosecute the Wankum Action on behalf of her client, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence, in wilful violation of Rules of Professional Conduct, rule 3-110(A).

### **Facts**

The State Bar incorporates the allegations of paragraphs 1 through 6 as though fully set forth at length.

7. During the course of her representation of Wankum, Respondent misrepresented to Wankum the status of the Wankum Action.

8. In June 1999, Respondent misrepresented to Wankum that the matter was in the discovery phase and that she had propounded written interrogatories and was expecting interrogatory answers from the opposing party.

9. In August 2000, Respondent misrepresented to Wankum that she had conducted discovery on the opposing party and provided discovery, and she was continuing to prepare his case for trial.

10. When Respondent made those representations to Wankum, Respondent knew them to be false, and actively misrepresented to Wankum that she was performing services which she never performed.

### **Conclusions of Law**

By making misrepresentations to Wankum concerning the Wankum Action, Respondent committed an act or acts involving moral turpitude, dishonesty, or corruption, in wilful violation of the Business and Professions Code, section 6106.

### **Facts**

The State Bar incorporates the allegations of paragraphs 1 through 10 as though fully set forth at length.

11. In the July 21, 1998 letter, Wankum specifically requested that Respondent provide him with a "rough schedule of future actions."
12. Respondent received Wankum's July 21, 1998 letter, but she failed to respond to Wankum's request to provide a rough schedule of future actions.
13. On November 15, 1998, Wankum sent another letter to Respondent which was properly mailed to Respondent at her office address provided by Respondent to Wankum. In the letter, Wankum requested a status report on the Wankum Action and notified Respondent of his new address.
14. Respondent received Wankum's November 15, 1998 letter, but she failed to respond to it.
15. Having heard nothing from Respondent since she received his \$7,500.00 retainer check, on January 7, 1999, Wankum sent a letter to Respondent requesting a status report again. This letter was sent to Respondent via the United States Postal Service, by certified mail, return receipt requested. Respondent signed for the letter acknowledging receipt on January 9, 1999. In the January 7, 1999 letter, Wankum expressed his concerns to Respondent due to Respondent's failure to communicate the status of the Wankum Action. Wankum again requested a status report from Respondent.
16. On January 9, 1999, Respondent sent a letter to Wankum. In her letter, Respondent apologized to Wankum for not communicating sooner, explaining that the holiday season was unusually busy for her and that she was unable to write status letters to her clients.
17. In early summer of 1999, Wankum contacted Respondent's office by telephone to obtain a status report on his legal matter several times. On June 15, 1999, Wankum spoke with Jose Woo ("Woo"), Respondent's legal assistant, to obtain a status report. Woo told Wankum that his matter was still in the discovery phase.
18. On December 15, 1999, Wankum mailed a letter to Respondent at her office address. In the letter, Wankum requested a monthly update on the Wankum Action.
19. Respondent received Wankum's December 15, 1999 letter, but she failed to respond to it.
20. Wankum continued to contact Respondent by telephone and by letter to request a status report on his legal matter throughout the first seven months in 2000. Although Wankum left messages requesting status reports, Respondent failed to return his calls.
21. Frustrated at the lack of response, on August 6, 2000, Wankum properly mailed a letter to Respondent at her office address requesting that she provide a status report no later than August 31, 2000.
22. In response, on August 31, 2000, Respondent sent a letter to Wankum and stated that she was sorry that he was unhappy, but told him to understand that this type of case did not get resolved quickly and often took five years to conclusion.

23. In October 2001, Wankum finally decided to terminate Respondent since she had provided no evidence that she had worked on his case. On October 7, 2001, Wankum properly mailed a letter to Respondent at her office address, via certified mail and first class mail. In his letter, Wankum stated that he believed that Respondent had not performed any services for him and demanded an accounting of fees earned, the return of unearned fees, and his file. Wankum's October 7, 2001 letter was returned since Respondent had moved her office address without notifying Wankum.

24. On November 27, 2001, Wankum sent a second termination letter to Respondent. This time the letter was properly addressed to Respondent's new office address and was sent by certified mail and first class mail, via the United States Postal Service. In the November 27, 2001 letter, Wankum demanded the return of his file, an accounting, and the retainer fee.

25. Respondent received Wankum's November 27, 2001 letter sent via first class mail. Respondent refused to sign for the certified letter. Respondent failed to respond to Wankum's November 27, 2001 letter.

26. Having heard nothing from Respondent, in January 2002, Wankum hired attorney Randal M. Barnum ("Barnum") to represent him in the Wankum Action.

27. On January 22, 2002, Barnum properly mailed a letter to Respondent, via first class mail and certified mail, return receipt requested, to Respondent's then current office address. In his letter, Barnum informed Respondent that Barnum now represented Wankum in the Wankum Action. Barnum requested Respondent to forward Wankum's file, disposition of the matter, an itemization of all action taken by Respondent, an accounting of fees earned, and information regarding Respondent's liability insurance.

28. Respondent received Barnum's January 22, 2002 letter, but she failed to respond to it.

29. By failing to perform any legal services for Wankum after Respondent substituted into the Wankum Action, by failing to respond to Wankum's requests, and by failing to respond to Barnum's January 22, 2002 letter written on behalf of Wankum, Respondent effectively terminated her employment in the Wankum matter without taking any steps to avoid reasonably foreseeable prejudice to the rights of Wankum.

### **Conclusions of Law**

By failing to perform any legal services for Wankum, by failing to respond to Wankum's requests, and by failing to respond to Barnum's January 22, 2002 letter written on behalf of Wankum, Respondent improperly withdrew from employment without taking reasonable steps to avoid reasonably foreseeable prejudice to her client, in wilful violation of Rules of Professional Conduct, rule 3-700(A)(2).

### **Facts**

The State Bar incorporates the allegations of paragraphs 1 through 29 as though fully set forth at length.

30. At no time did Respondent take any action to prosecute the Wankum Action. Respondent failed to perform any legal services of value to Wankum. However, Respondent did not refund the \$7,500.00 retainer fee to Wankum.

**Conclusions of Law**

By failing to provide any legal services of value and by failing to refund the \$7,500.00 retainer fee collected from Wankum, Respondent failed to refund unearned fees, in wilful violation of Rules of Professional Conduct, rule 3-700(D)(2).

**Facts**

The State Bar incorporates the allegations of paragraphs 1 through 30 as though fully set forth at length.

31. At no time did Respondent provide an accounting to Wankum for the \$7,500.00 retainer fee she had collected despite his request.

**Conclusions of Law**

By failing to provide an accounting for the \$7,500.00 retainer fee to Wankum after Wankum requested an accounting, Respondent failed to render appropriate accounts to her client regarding all funds of the client coming into Respondent's possession, in wilful violation of Rules of Professional Conduct, rule 4-100(B)(3).

**RESTITUTION**

Respondent shall pay to as restitution to John V. Wankum, or to the Client Security Fund ("CSF") as appropriate, the principal sum of \$ 7,500.00 plus interest at the rate of ten percent (10%) per annum accruing on that principal sum from July 21, 1998.



(Do not write above this line.)

In the Matter of  CAROLYN SUE JANZEN Member # 102998	Case number(s):  03-O-03236
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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.

April 17, 2006      *Carolyn Sue Janzen*      CAROLYN SUE JANZEN  
 Date                      Respondent's signature                      Print name

\_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_  
 Date                      Respondent's Counsel's signature                      Print name

May 17, 2006      *Charles A. Murray*      CHARLES A. MURRAY  
 Date                      Deputy Trial Counsel's signature                      Print name

(Do not write above this line.)

In the Matter of  CAROLYN SUE JANZEN Member # 102998	Case number(s):  03-O-03236-
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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.)

Nov. 20, 2006  
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 November 20, 2006, I served a true copy of the following document(s):

**ORDER**

**CONFIDENTIAL STATEMENT OF ALTERNATIVE DISPOSITIONS AND ORDERS**

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

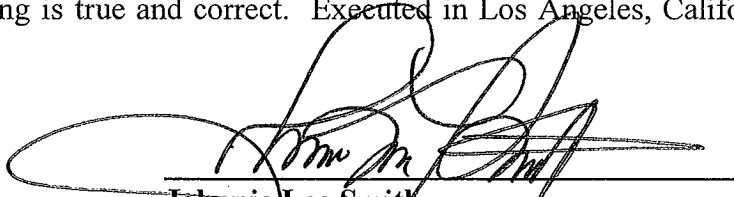
**STIPULATION RE FACTS AND CONCLUSIONS OF LAW**

by personally delivering such documents to the following individuals at 1149 S. Hill St. Los Angeles Ca 90015:

**CHARLES MURRAY**

**CAROLYN JANZEN**

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on **November 20, 2006.**

  
**Johnnie Lee Smith**  
Case Administrator  
State Bar Court

cc: Probation Dept  
LAP