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State Bar Court of California Hearing Department		PUBLIC MATTER
PROGRAM FOR RESPONDENTS WITH SUBSTANCE ABUSE OR MENTAL HEALTH ISSUES		
Counsel For The State Bar CHARLES A. MURRAY Deputy Trial Counsel 1149 South Hill Street Los Angeles, California 90015 Bar # 146069 Tel: (213) 765-1236	Case Number (s) 06-O-14335	(fo: FILED AUG 26 2008 STATE BAR COURT CLERK'S OFFICE LOS ANGELES
Counsel For Respondent DAVID A. CLARE Attorney at Law 444 W. Ocean Blvd., Suite 800 Long Beach, CA 90802 Bar # 44971 Tel: (562)624-2837	Submitted to: Program Judge	
In the Matter Of: JULIETTE ROBINSON Bar # 147539 A Member of the State Bar of California (Respondent)	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 July 11, 1990.
- (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 the 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 consists of **10** pages, excluding the order.
- (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
- (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.

(Stipulation form approved by SBC Executive Committee 9/18/2002. Rev. 12/16/2004; 12/13/2006.)

Program

(Printed: 081507)



B. Aggravating Circumstances [for definition, see 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 Act violations:
 - (d) Degree of prior discipline
 - (e) If Respondent has two or more incidents of prior discipline, use space provided below:

- (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 victims of his/her misconduct or to the State Bar during disciplinary investigation or proceedings.

- (7) **Multiple/Pattern of Misconduct:** Respondent's current misconduct evidences multiple acts of wrongdoing. ~~or demonstrates a pattern of misconduct.~~

- (8) **No aggravating circumstances** are involved.

Additional aggravating circumstances:

C. Mitigating Circumstances [see 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 with 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 or 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 was directly responsible for the misconduct. The difficulties or disabilities were not the product of any illegal conduct by the member, such as illegal drug 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: **JULIETTE ROBINSON** (“Respondent”), **SB#147539**

CASE NUMBER(S): **06-O-14335**

DISCLOSURE:

The disclosure date referred to, on page one, paragraph A.(7), is April 21, 2008.

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 statues and/or Rules of Professional Conduct, or has otherwise committed acts of misconduct warranting discipline:

STIPULATED FACTS:

1. On May 21, 2003, Deirdre Kilgore (“Kilgore”) was involved in an auto accident and sustained injuries.
2. On May 27, 2003, Kilgore employed Respondent to represent her in a personal injury matter arising from the auto accident. Kilgore and Respondent agreed that Respondent would be compensated by a contingency fee of 33 1/3 percent.
3. In May 2004, Respondent settled Kilgore’s personal injury claim and received a settlement draft from Safeco Insurance Company payable to Kilgore and Respondent in the sum of \$12,500.
4. On May 12, 2004, Respondent deposited the settlement draft into Respondent’s client trust account, no. 5300160664, at Union Bank of California (“Union Bank trust account”).
5. Following Respondent’s deposit of the \$12,500 settlement draft, on May 12, 2004, Respondent issued a check from the Union Bank trust account made payable to Respondent in the amount of \$7,500 which referenced the Kilgore matter. However, pursuant to Respondent’s fee agreement she was entitled to pay herself no more than \$4,166.67 for her attorney fees.
6. Respondent did not, at this time, disburse any of Kilgore’s settlement funds from the Union Bank trust account to Kilgore or to any lienholder on her behalf. Respondent was required to maintain at least \$8,333.33 in her Union Bank trust account on Kilgore’s behalf.
7. Immediately prior to Respondent’s deposit of Kilgore’s \$12,500 settlement funds into the Union Bank trust account, the balance was \$738.15. After the deposit the balance was \$13,238.15. Between May 12, 2004, when the settlement was deposited, and June 15, 2004, the balance in the Union Bank trust account fell below \$8,333.75 on repeated dates, including, not limited to the following:

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(A) On May 12, 2004, after the deposit of Kilgore's \$12,500 settlement funds, Respondent wrote check number 2123 to herself in the sum of \$7,500, resulting in a balance of \$5,738.15;

(B) On May 17, 2004, check number 2124 payable to Nana Gyamfi (memo: *People v. Choe*) was honored in the sum of \$1,500, resulting in a balance of \$4,238.15;

(C) On May 28, 2004, Respondent withdrew \$4,000 cash, resulting in a balance of \$238.15;

(D) On June 15, 2004, after Respondent negotiated check number 2125 payable to herself, the resulting balance was \$75.13.

8. As of June 15, 2004, Respondent had not made any disbursement of Kilgore's settlement funds from the Union Bank trust account to Kilgore or to any lienholder on her behalf. Respondent should have had \$8,258.20 in the Union Bank trust account on Kilgore's behalf.

9. Respondent dishonestly or with gross negligence misappropriated at least \$8,258.20 of Kilgore's funds which Respondent was required to hold in trust on Kilgore's behalf.

10. In late June 2004, Respondent sent correspondence to Kilgore advising Kilgore of the \$12,500 settlement; that Kilgore's doctors had agreed to reducing their fees; that Respondent was disbursing \$4,121 to herself (attorneys fees), \$500 to Los Angeles Pain Management, \$1,000 to Metlife, and \$1,879 to Dr.Pride (Pride Chiropractic); and, that the payment to Kilgore would be \$5,000.

11. In late June 2004, Kilgore received a check from Respondent for \$5,000. In late July 2004, Los Angeles Pain Management received a check from Respondent for \$500. In late September 2004, Metlife received a check from Respondent for \$1,000. All of these checks were written on Respondent's business account, not her Union Bank trust account. No payment was made to Dr. Pride at this time. After these disbursements, there was only \$1,833.33 left of the \$12,500 settlement.

12. By October 31, 2005, there was a negative balance of (-)\$1,149.53 in the Union Bank trust account.

13. On April 5, 2006, Kilgore and Respondent each received letters from Pride Chiropractic advising each that Kilgore had an outstanding medical bill of \$2,879.

14. Kilgore subsequently contacted Respondent's office and asked to speak with Respondent regarding the outstanding bill from Pride Chiropractic. Kilgore was told that Respondent was not available so Kilgore left a message requesting that Respondent contact her about the medical bill.

15. Respondent did not reply.

16. On June 13, 2006, the State Bar opened an investigation in case no. 06-O-14335, concerning Kilgore's complaint to the State Bar regarding Respondent's settlement of Kilgore's personal injury matter and failure to pay a medical lien from the proceeds of the settlement (the "Kilgore matter").

17. On November 22, 2006, a State Bar investigator wrote to Respondent regarding the Kilgore matter. The investigator's letter was placed in a sealed envelope correctly addressed to Respondent at her State Bar of California membership records address.

18. The letter was properly mailed by first class mail, postage prepaid, by depositing for collection by the United States Postal Service in the ordinary course of business.

19. The United States Postal Service did not return the investigator's letter as undeliverable or for any other reason.

20. The investigator's letter requested that Respondent respond in writing, by December 8, 2006, to specified allegations of misconduct being investigated by the State Bar in the Kilgore matter. Respondent did not respond to the investigator's November 22, 2006, letter or otherwise communicate with the investigator.

21. On December 13, 2006, the State Bar investigator again wrote to Respondent regarding the Kilgore matter. The investigator's letter was placed in a sealed envelope correctly addressed to Respondent at her State Bar of California membership records address.

22. The letter was properly mailed by first class mail, postage prepaid, by depositing for collection by the United States Postal Service in the ordinary course of business.

24. The United States Postal Service did not return the investigator's letter as undeliverable or for any other reason.

25. The investigator's letter requested that Respondent respond in writing, by December 27, 2006, to specified allegations of misconduct being investigated by the State Bar in the Kilgore matter. Respondent did not respond to the investigator's December 13, 2006, letter or otherwise communicate with the investigator.

26. On February 7, 2007, the State Bar investigator again wrote to Respondent requesting that Respondent contact her regarding the Kilgore matter. The investigator's letter was placed in a sealed envelope correctly addressed to Respondent at a secondary address used by Respondent at 420 McKinley, Ste. 111-263, Corona, CA 92879.

27. The letter was properly mailed by first class mail, postage prepaid, by depositing for collection by the United States Postal Service in the ordinary course of business.

28. The United States Postal Service did not return the investigator's letter as undeliverable or for any other reason.

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29. The investigator's letter requested that Respondent contact the investigator in regard to the allegations of misconduct being investigated by the State Bar in the Kilgore matter. Respondent did not respond to the investigator's February 7, 2007 letter or otherwise communicate with the investigator.

30. On February 7, 2007, the State Bar investigator faxed her February 7, 2007 letter to Respondent at (951) 353-0203, Respondent's State Bar of California membership records fax number.

31. The investigator received a confirmation page indicating that the fax of her February 7, 2007 letter had been successfully sent to Respondent.

32. Respondent did not respond to the fax of the investigator's February 7, 2007 letter or otherwise communicate with the investigator.

33. On February 7, 2007, the State Bar Investigator made a telephone call to Respondent at (323) 556-0203, Respondent's State Bar of California membership telephone number.

34. The State Bar investigator was informed that the telephone number had been disconnected.

35. On March 14, 2007, Respondent issued a check in the amount of \$4,166.67, made payable to Dr. Pride, drawn on Respondent's Bank of America account no. 05857-09161, Respondent's business account, not her Union Bank trust account.

CONCLUSIONS OF LAW:

36. By not promptly paying Kilgore's funds held in the Union Bank trust account to Dr. Pride at Kilgore's request, Respondent failed to pay client funds as requested by her client, in wilful violation of Rules of Professional Conduct, rule 4-100(B)(4).

37. By not maintaining at least \$8,333.75 received on behalf of Kilgore in the Union Bank trust account until Respondent paid Kilgore her portion of the settlement funds in the amount of \$5000, Los Angeles Pain Management \$500, and Metlife \$1,000, and by not maintaining at least \$1,833.33 on behalf of Kilgore in the Union Bank trust account thereafter, Respondent wilfully failed to maintain client funds in a trust account, in wilful violation of Rules of Professional Conduct, rule 4-100(A).

38. By misappropriating Kilgore's settlement funds between May 12, 2004 and June 15, 2004, by writing cashing a check to herself on May 12, 2004, for more than she was authorized resulting in a balance of \$5,738.15; by permitting a check to another party to be paid against Kilgore's settlement funds on May 17, 2004, resulting in a balance of \$4238.15; by withdrawing \$4,000 cash on May 28, 2004, resulting in a balance of \$238.15; and, by cashing a check to herself on June 15, 2004, resulting in a balance of \$75.13; in a total resulting in an accumulated total misappropriation of \$8,258.20 of Kilgore's funds as of June 15, 2004, Respondent committed acts involving moral turpitude, dishonesty or corruption, in wilful violation of Business and Professions Code, section 6106.

39. By not returning Kilgore's call inquiring about the status of the Pride Chiropractic billing, Respondent failed to respond to a reasonable inquiry re status from a client, in wilful violation of Business and Professions Code section 6068(m).

40. By not providing a written response to the allegations in the Kilgore matter or otherwise cooperating in the investigation of the Kilgore matter, Respondent failed to cooperate in a disciplinary investigation, in wilful violation of Business and Professions Code, section 6068(i).

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In the Matter of JULIETTE ROBINSON Member # 147539	Case number(s): 06-O-14335
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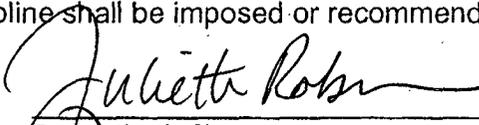
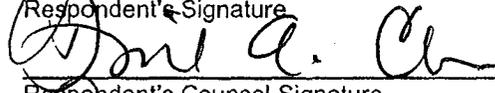
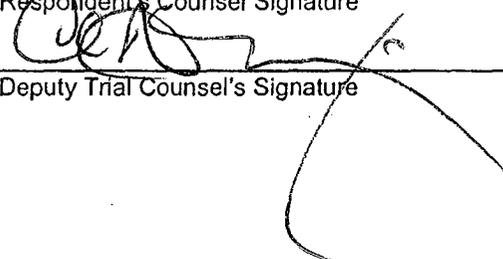
SIGNATURE OF THE PARTIES

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.

<u>5/1/08</u> Date	 Respondent's Signature	<u>JULIETTE ROBINSON</u> Print Name
<u>5/1/08</u> Date	 Respondent's Counsel Signature	<u>DAVID A. CLARE</u> Print Name
<u>5/1/08</u> Date	 Deputy Trial Counsel's Signature	<u>CHARLES A. MURRAY</u> Print Name

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In the Matter Of JULIETTE ROBINSON Member #147539	Case Number(s): 06-O-14335
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ORDER

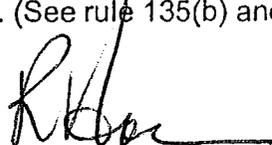
Finding the stipulation to be fair to the parties and that it adequately protects the public, IT IS ORDERED that the requested dismissal of counts/charges, if any, is GRANTED without prejudice, and:

- 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.)

Date

8/26/08



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 3, 2008, I deposited a true copy of the following document(s):

CONFIDENTIAL STATEMENT OF ALTERNATIVE DISPOSITIONS AND ORDERS;
STIPULATION RE FACTS AND CONCLUSIONS OF LAW; and,
CONTRACT AND WAIVER FOR PARTICIPATION IN THE STATE BAR COURT'S ALTERNATIVE DISCIPLINE PROGRAM

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

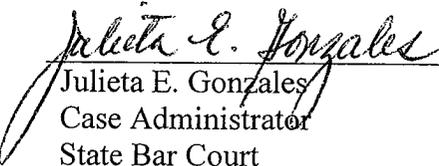
- by first-class mail, with postage thereon fully prepaid, through the United States Postal Service at Los Angeles, California, addressed as follows:

DAVID A CLARE ESQ
DAVID A CLARE, ATTORNEY AT LAW
444 W OCEAN BLVD STE 800
LONG BEACH, CA 90802

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

Charles A. Murray, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on September 3, 2008.



Julieta E. Gonzalez
Case Administrator
State Bar Court