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State Bar Court of California Hearing Department San Francisco PROGRAM FOR RESPONDENTS WITH SUBSTANCE ABUSE OR MENTAL HEALTH ISSUES		
Counsel For The State Bar Donald Steedman Supervising Trial Counsel 180 Howard St., 6th Fl. San Francisco, CA Bar # 104927	Case Number (s) 06-O-15379; 07-C-11768; 07-C-12132 PUBLIC MATTER FILED FEB 08 2010 STATE BAR COURT CLERK'S OFFICE SAN FRANCISCO	(for Court's use) CONFIDENTIAL LODGED JUN 30 2008 STATE BAR COURT CLERK'S OFFICE SAN FRANCISCO
Counsel For Respondent Jonathan Arons 101 Howard St. #310 San Francisco, CA 94105 Bar # 111257	Submitted to: Program Judge STIPULATION RE FACTS AND CONCLUSIONS OF LAW <input type="checkbox"/> PREVIOUS STIPULATION REJECTED	
In the Matter Of: Randall Bobus Bar # 75867 A Member of the State Bar of California (Respondent)		

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 **December 21, 1977**.
- (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 _____ pages, excluding the order.
- (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".
- (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.

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- (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 [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:
See attached.
- (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. **See attached**
- (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. **See attached**
- (8) **No aggravating circumstances** are involved.

Additional aggravating circumstances:

See attached

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.

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- (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. **Respondent provided all requested documents and met with the State Bar on multiple occasions.**
- (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:

See attached

ATTACHMENT TO

STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION

IN THE MATTER OF: RANDALL J. BOBUS

CASE NUMBER(S): STATE BAR CASES NO. 06-O-15379, 07-C-11768,
 07-C-12132

FACTS AND CONCLUSIONS OF LAW.

Respondent admits that the following facts and conclusions of law are true:

THE VITORELO MATTER

COUNT ONE

Case No. 06-O-15379

Rules of Professional Conduct, rule 3-110(A)
[Failure to Perform with Competence]

1. Respondent wilfully violated Rules of Professional Conduct, rule 3-110(A), by intentionally, recklessly, and repeatedly failing to perform legal services with competence, as follows:
 2. In or about June, 1999, and continuing until March 6, 2006, respondent represented Mary Vitorelo in a family law matter.
 3. In or about August or September, 2003, Vitorelo employed respondent on a contingency fee basis to represent her in a personal injury matter. Vitorelo believes that she signed a written fee agreement, but respondent did not provide her a copy and states that he does not have any such document. Vitorelo believes that the agreement was for a 25% contingency fee; respondent believes that they agreed to a 33% contingency.

4. In or about July 2005, respondent settled Vitorelo's personal injury matter for \$7,510. Vitorelo believes that respondent took this action without Vitorelo's knowledge and without her permission. Respondent believes that he advised Vitorelo of the settlement amount and that she agreed by signing the release. Respondent claims that Vitorelo owed him attorney fees for his work in the family law matter, and that Vitorelo agreed that respondent could obtain payment out of the personal injury settlement funds. Vitorelo disputes this. However, at a minimum, respondent did not explain to Vitorelo the details of the settlement, i.e., he did not provide Vitorelo with a specific breakdown, either orally or in writing, as to how the settlement funds would be distributed. Respondent asserts that he verbally discussed the settlement and disbursement with Vitorelo.

5. On or about August 16, 2005, respondent received the \$7,510 settlement check in the matter from Allstate Insurance. The check named both respondent and Vitorelo as payees. On the same date, respondent: (1) caused a fictitious version of Vitorelo's signature to be placed on the check, (2) deposited the check into respondent's trust account, and (3) withdrew \$2,500 out the settlement proceeds from his trust account as his attorney fees in the case. Respondent took these three actions without making further contact with Vitorelo. Respondent asserts that he telephoned Vitorello and told her he could either come in and sign the check or give respondent authority to sign. Respondent did not follow up with written confirmation of his authority to sign the check.

6. On or about September 20, 2005, Vitorelo signed a release in the personal injury case. Respondent witnessed the signature but still did not provide Vitorelo with written information concerning his proposed disposition of the settlement proceeds.

7. On or about October 17, 2005, respondent distributed another \$4,099 to himself from

Vitorelo's settlement proceeds. Respondent took this action to compensate himself for his claim for legal services performed in the dissolution matter. Respondent took this action without making further contact with Vitorelo and without specific written authority

8. Respondent intentionally, recklessly, and repeatedly failed to perform legal services with competence by: (1) failing to explain or confirm his fee agreement with Vitorelo in a manner in which they had a meeting of the minds concerning the amount of respondent's contingent fee; (2) settling the personal injury case without fully explaining the details of the settlement in writing, i.e., without providing Vitorelo with a written breakdown as to how he intended to distribute the settlement funds; (3) causing Vitorelo's falsified signature to be placed on the settlement draft; (4) distributing most of the funds to himself without fully explaining his intentions to Vitorelo and without either a supporting fee agreement or express authorization from Vitorelo.

COUNT TWO

Case No. 06-O-15379
Business and Professions Code, section 6106
[Falsified signature on settlement draft]

9. Respondent wilfully violated Business and Professions Code, section 6106, by committing an act involving moral turpitude, dishonesty and corruption, as follows:

10. The allegations contained in Count One are hereby incorporated by this reference.

11. Respondent caused or—through gross negligence—allowed the falsified signature of Vitorelo to be placed on the settlement draft, thereby committing an act involving moral turpitude, dishonesty and corruption.

COUNT THREE

Case No. 06-O-15379

Business and Professions Code, section 6068(m)
[Failure to Respond to Client Inquiries]

12. Respondent wilfully violated Business and Professions Code, section 6068(m), by failing to respond promptly to reasonable status inquiries of a client, as follows:

13. The allegations contained in Counts One are hereby incorporated by this reference.

14. On or about October 17, 2005, respondent mailed Vitorelo a letter informing her that he had received settlement funds from the personal injury case but that only \$900 remained after payment of attorney fees. This letter did not advise Vitorelo as to the amount of funds that respondent had received. Vitorelo received this letter shortly after October 17, 2005.

15. On or about October 31, 2005, November 29, 2005, and January 19, 2006, Vitorelo mailed respondent letters which (1) advised respondent that Vitorelo had not authorized the settlement and had not authorized any disbursement of funds from the settlement and (2) requested that respondent respond with a telephone call and provide copies of all correspondence and documentation relating to the settlement. Respondent received these letters shortly after their respective mailing dates. Prior to October 31, 2005, Vitorelo also placed a call to respondent's office and left a message expressing concern about the unauthorized settlement and asking respondent to call Vitorelo. Respondent received this message shortly after it was left.

16. Respondent ignored Vitorelo's message and letters, and provided no response to them until March 29, 2006 when he sent Vitorelo a letter. Respondent's March 29, 2006 letter informed Vitorelo that respondent had received \$7500 in settlement proceeds (which was slightly inaccurate, since the actual settlement amount was \$10 more).

17. The October 31, 2005, November 29, 2005, and January 19, 2006 letters and the October 2005 telephone message contained reasonable requests for case status information.

18. By waiting until March 29, 2006 to respond to these letters and the message, respondent failed to respond promptly to reasonable status inquiries of a client.

COUNT FOUR

Case No. 06-O-15379

Rules of Professional Conduct, rule 4-100(B)(3)
[Failure to Render Accounts of Client Funds]

19. Respondent wilfully violated Rules of Professional Conduct, rule 4-100(B)(3), by failing to render appropriate accounts to a client regarding all funds of the client coming into Respondent's possession, as follows:

20. The allegations contained in Counts One and Three are hereby incorporated by this reference.

21. The October 31, 2005, November 29, 2005, and January 19, 2006 letters and the October 2005 telephone message triggered a duty for respondent to provide an accounting of the settlement funds he had received in the personal injury case.

22. In response to the letters and telephone message, respondent claimed that he had taken the \$4,099 as attorneys fees in the family law matter. However, respondent never provided Vitorelo with a billing statement that itemized the services he claimed to have performed to earn the \$4,099.

23. By taking the \$4,099 without providing the itemized billing statement to justify this taking, respondent failed to render appropriate accounts to a client regarding all funds of the client coming into his possession.

COUNT FIVE

Case No. 06-O-15379
Rules of Professional Conduct, rule 3-700(D)(1)
[Failure to Release File]

24. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(1), by failing to release promptly, upon termination of employment, to the client, at the request of the client, all the client papers and property, as follows:

25. The allegations contained in Counts One and Three are hereby incorporated by this reference.

26. In her January 19, 2006 letter to respondent, Vitorelo terminated respondent's employment and requested a copy of her complete client file in the personal injury matter. Vitorelo's letters of November 29, 2005 and October 31, 2005 also contained requests for a copy of all correspondence and documentation relating to the personal injury matter.

27. Respondent failed to send Vitorelo her file until on or about May 4, 2007.

28. By failing respond to Vitorelo's request for her file until May 4, 2007, respondent failed to release promptly, upon termination of employment, to the client, at the request of the client, all the client papers and property.

COUNT SIX

Case No. 06-O-15379
Business and Professions Code, section 6068(a)
[Failure to Comply With Laws]

29. Respondent wilfully violated Business and Professions Code, section 6068(a), by failing to support the Constitution and laws of the United States and of this state, as follows:

30. The allegations contained in Count One are hereby incorporated by this reference.

31. Vitorelo had received treatment from Adams Chiropractic for the injuries she suffered in the accident that resulted in the personal injury matter.

32. On or about March 27, 2003, and December 16, 2003, respectively, Vitorelo and respondent signed a medical lien agreement in which they gave Adams Chiropractic a lien against any recovery in the personal injury matter.

33. By signing this medical lien agreement, respondent entered a fiduciary relationship with Adams Chiropractic.

34. Respondent withdrew the \$2,500 and the \$4,099 without the knowledge and without the permission of Adams Chiropractic.

35. Respondent took this action even though he knew that the lien Adams Chiropractic amounted to \$2,800.

36. By withdrawing the \$2,500 and the \$4,099 without the knowledge and without the permission of Adams Chiropractic, respondent violated his fiduciary duties to Adams Chiropractic.

COUNT SEVEN

Case No. 06-O-15379

Business and Professions Code, section 6106

[Moral Turpitude-Misrepresentation to Medical Care Providers]

37. Respondent wilfully violated Business and Professions Code, section 6106, by committing an act involving moral turpitude, dishonesty and corruption, as follows:

38. The allegations contained in Counts One and Three are hereby incorporated by this reference.

39. At the time he settled the personal injury matter, respondent knew that Sonoma Valley Hospital was asserting a claim in the amount of approximately \$1500 for treatment provided to Vitorelo in connection with the personal injuries she suffered.

40. On or about August 17, 2005, respondent mailed a letter to Sonoma Valley Hospital requesting that the hospital compromise its billing and accept \$750 as full payment of its outstanding bill. Sonoma Valley Hospital received this letter shortly thereafter. In support of this request, respondent's letter stated in part as follows:

"I have compromised my fee by 60% in this case, and that leaves a net to Mary of \$2,500. With this money there is outstanding a bill to Sonoma Valley Hospital in the approximate amount of \$1,500 and a bill to her chiropractor in the amount of \$2,800."

Respondent's letter did not state the amount of the settlement, but instead characterized it as "very small." Respondent made the same misrepresentation in correspondence sent to Adams Chiropractic dated August 19, 2005.

41. Respondent's statement was false because respondent had not compromised his fee. Respondent knew this statement was false when he made it.

42. Respondent's statement was false and misleading for another reason, specifically, it stated or at least implied that the amount of the settlement, less respondent's attorney fees in the personal injury matter, amounted to only \$2,500. In truth and in fact, as respondent knew, the net settlement amount was \$5,100 after deduction of respondent's claimed fees.

43. Respondent committed an act involving moral turpitude, dishonesty and corruption when he mailed this letter containing false and misleading statements.

COUNT EIGHT

Case No. 06-O-15379

Business and Professions Code, section 6106
[Moral Turpitude-Misrepresentation to Client]

44. Respondent wilfully violated Business and Professions Code, section 6106, by committing an act involving moral turpitude, dishonesty and corruption, as follows:

45. The allegations contained in Counts One, Three, and Seven are hereby incorporated by this reference.

46. Respondent's March 29, 2006, letter to Vitorelo contained the following statement:

"After payment of the attorney fees in your dissolution which you promised to make, I have contacted the two outstanding creditors in an attempt to get them to reduce or waive their lien against your settlement proceeds. I asked them by letters if they would substantially compromise their liens. They were not willing to do so, but would not say so in writing, and I have not heard from them since."

47. Respondent's reference to "the two outstanding creditors" meant Sonoma Valley Hospital and Adams Chiropractic.

48. Respondent's statement that "They were not willing to do so, but would not say so in writing..." was deliberately false and deliberately misleading. In truth, as respondent knew,

- Adams Chiropractic never declined to compromise its lien;
- Adams Chiropractic never declined to place their position in writing;
- Adams Chiropractic sent respondent a letter dated August 19, 2005, stating

"Before I can consider your request [for a lien reduction] please provide the following information; a copy of the settlement draft showing the amount of settlement, your attorney/legal fees due and your agreed fee reduction.

"After reviewing this information, I will advise you of our decision."

Respondent received this August 19 letter shortly after it was sent;

- Respondent never responded to this August 19 letter and never made any further

effort to seek a compromise of the Adams Chiropractic lien;

- After August 19, 2005, respondent received, but ignored, other communications from Adams Chiropractic concerning the lien.

49. Respondent's statement that "...I have not heard from them since" was deliberately false and misleading. In truth, as respondent knew, Adams Chiropractic had communicated with respondent both by means of the August 19 letter and by means of other communications.

50. Respondent's statement that "...I have not heard from them since" was also misleading in that it implied that Adams Chiropractic had abandoned its claim. Respondent's March 29, 2006 letter also contained a second false and misleading statement intended to convince Vitorelo that Adams Chiropractic had abandoned its claim: "In the case of your chiropractor, that gentleman has left the office that is now seeking to collect the debt, and I do not believe that you will hear from [sic] again." In truth, as respondent knew, respondent had failed to respond to Adams Chiropractic's request for information about the settlement and other communications.

51. By making these false and misleading statements, respondent engaged in conduct involving moral turpitude, dishonesty and corruption.

ADDITIONAL FACT

On March 12, 2008, Respondent placed the \$4,099.00 into his client trust account for the benefit of Vitorelo. The Court and/or the parties will address the disposition of these funds.

AGGRAVATING CIRCUMSTANCES.

Prior Record of Discipline.

Case No. 07-C-11768:

Procedural Background: This is a proceeding pursuant to sections 6101 and 6102 of the Business and Professions Code, and rule 9.10(a) of the California Rules of Court. On April 20, 2007, respondent pled no contest to a misdemeanor violation of Vehicle Code Section 23152(b) [driving under the influence with a blood alcohol level of .08% or more]. On August 9, 2007, the Review Department of the State Bar issued an order referring the matter to the Hearing Department, for a hearing and decision recommending the decision to be imposed in the event that the facts and circumstances surrounding the conviction involved moral turpitude or other misconduct warranting discipline.

Facts: On April 24, 2005, respondent was arrested by the Santa Rosa Police Department after a single-car traffic collision, for driving under the influence of alcohol. Respondent's blood alcohol level was determined to be .19%. On May 26, 2005, respondent was charged by the Santa Rosa Police Department with misdemeanor violations of Vehicle Code sections 23152(a) and 23152(b). On April 20, 2007, respondent pled no contest to a misdemeanor violation of Vehicle Code section 23152(b). The remaining charge was dismissed.

State Bar Case No. 07-C-12132:

Procedural Background: This is a proceeding pursuant to sections 6101 and 6102 of the Business and Professions Code and rule 9.10(a) of the California Rules of Court. On April 20, 2007, respondent pled no contest to a misdemeanor violation of California Vehicle Code section 23152(b) [driving under the influence of alcohol with blood alcohol level over .08%]. On August 3, 2007, the Review Department of the State Bar Court issued an order referring the matter to the Hearing Department, for a hearing and decision recommending the decision to be imposed in the event that the facts and circumstances surrounding the conviction involved moral turpitude or other misconduct warranting discipline.

Facts: On March 11, 2007, respondent was arrested by the California Highway Patrol after a single-vehicle motorcycle accident, for driving under the influence of alcohol. Respondent's blood alcohol was determined to be .17%. On April 12, 2007, respondent pled no contest to a misdemeanor violation of Vehicle Code section 23152(b). The remaining charge was dismissed.

Conclusions of Law - Both Cases: The facts and circumstances surrounding respondent's misdemeanor convictions for driving under the influence of alcohol do not involve moral turpitude but do involve other misconduct warranting discipline. Respondent acknowledges that by the conduct described herein, he willfully violated Business and Professions Code section 6068(a).

Prior Record of Discipline.

Effective 1/1986: Case No. 84-O-18481. Private reproof (the State Bar Court is unable to provide any additional information about this case).

Effective 2/1990: Case No. SO11866 (85-O-18356). 30 days actual suspension. Misconduct in 2 client matters in 1985, involving violations of Business and Professions Code section 6068(a) and 6103, and Rule of Professional Conduct 6-101(A)(2).

Multiple acts of Misconduct. The misconduct stipulated to herein involved multiple acts of misconduct.

MITIGATING CIRCUMSTANCES.

Candor and Cooperation: Respondent has been completely candid and cooperative with the State Bar in resolving these cases.

ADDITIONAL MITIGATING CIRCUMSTANCE.

Participation in California Lawyer's Assistance Program: In September 2007, respondent contacted the State Bar's Lawyer Assistance Program (LAP), and began a pre-enrollment assessment process to be evaluated for participation in LAP. At the conclusion of this evaluation process, respondent will enter into a long-term agreement with LAP. Respondent understands that he will not be accepted into the State Bar Court alternative discipline program until after he has signed the LAP plan.

DATE OF DISCLOSURE OF ANY PENDING INVESTIGATION OR PROCEEDING

On April 28, 2008, Assistant Chief Trial Counsel Lawrence Dal Cerro transmitted a disclosure letter to respondent. In this letter, Dal Cerro advised respondent of any pending investigations or proceedings not resolved by this stipulation.

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In the Matter of Randall J. Bobus	Case number(s): 07-C-11768-PEM, et al.
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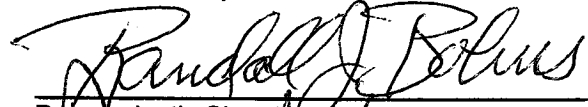


SIGNATURE OF THE PARTIES

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>4/28/08</u> Date		_____ RANDALL J. BOBUS Print Name
<u>April 28 2008</u> Date		_____ JONATHAN ARONS Print Name
<u>4/28/2008</u> Date		_____ DONALD R. STEEDMAN Print Name

(Do not write above this line.)

In the Matter Of RANDALL JOHN BOBUS No. 75867,	Case Number(s): 07-C-11768 et al.
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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.)

June 30, 2008
Date

Pat McElerny
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. 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 San Francisco, on June 30, 2008, I deposited a true copy of the following document(s):

**CONFIDENTIAL STATEMENT OF ALTERNATIVE DISPOSITIONS AND
ORDERS (Rules Proc. of State Bar, rule 803 (a))**

STIPULATION RE FACTS AND CONCLUSIONS OF LAW

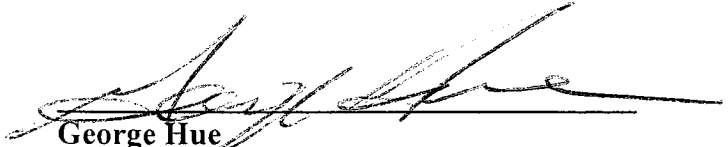
**CONTRACT AND WAIVER FOR PARTICIPATION IN THE STATE BAR
COURT'S ALTERNATIVE DISCIPLINE PROGRAM**

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

[X] by personally delivering such documents to the following individuals at 180 Howard Street, 6th Floor, San Francisco, California 94105-1639:

**RANDALL J. BOBUS, ESQ.
JONATHAN I. ARONS, ESQ.
DONALD STEEDMAN, ESQ.**

I hereby certify that the foregoing is true and correct. Executed in San Francisco, California, on **June 30, 2008**


George Hue
Case Administrator
State Bar Court