

AUG 17 2010

WSBA REGULATORY SERVICES DEPT.

BEFORE THE LIMITED PRACTICE BOARD

In re

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JOANNA L. DERNBACH,

LFP No. 10#00001

STIPULATION TO REVOCATION

Limited Practice Officer (LPO No. 10112).

Under Rule 9.1 of the Rules for Enforcement of Limited Practice Officer Conduct (ELPOC), the following Stipulation to Revocation is entered into by the Limited Practice Board (Board), through senior disciplinary counsel Jonathan Burke and respondent Joanna Dernbach (Respondent).

Respondent understands that she is entitled under the ELPOC to a hearing, to present exhibits and witnesses on her behalf, and to have a hearing officer determine the facts, misconduct and sanction in this case. Respondent further understands that she is entitled under the ELPOC to appeal the outcome of a hearing to the Board, and, in certain cases, the Supreme Court. Respondent further understands that a hearing and appeal could result in an outcome more favorable or less favorable to her. Respondent chooses to resolve this proceeding now by entering into the following stipulation to facts, misconduct, and sanction to avoid the risk, time, expense and publicity attendant to further proceedings.

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I. ADMISSION TO PRACTICE

1. Respondent was admitted to engage in the limited practice of law in the State of Washington on June 2, 2005.

II. STIPULATED FACTS

- 2. Prior to December 5, 2008, Respondent had been employed as a limited practice officer (LPO) at Oak Harbor Stewart Title of Island County (Stewart Title) for approximately two and one-half (2 ½) years.
- 3. On December 5, 2008, Respondent was laid off work by Stewart Title due to a slow down in business.
- 4. Following Respondent's termination and during the period from December 5, 2008 through December 6, 2008, Respondent without authority, intentionally gained access to a computer system or electronic database of Stewart Title.
- 5. During the period that Respondent gained access to Stewart Title's computer system without authority on December 5, 2008 and December 6, 2008, Respondent intentionally and maliciously caused physical damage to the property of Stewart Title in an amount exceeding \$250.
- 6. The damage caused by Respondent included altering and deleting files of Stewart Title customers.
- 7. On April 2, 2010, Respondent was found guilty after a jury trial of Second Degree Computer Trespass in violation of Revised Code of Washington (RCW) 9A.52.120, which is a gross misdemeanor.
- 8. On April 2, 2010, Respondent was found guilty after a jury trial of Second Degree Malicious Mischief in violation of RCW 9A.48.080, which is a Class C felony.

1	15. The presumptive sanction for Respondent's misconduct is revocation of her LPO
2	license.
3	16. The following mitigating factors apply to Respondent's conduct:
4	(a) Absence of a prior disciplinary record.
5	(b) Cooperative attitude toward proceedings.
6	17. These two mitigating factors do not warrant a less severe sanction than revocation.
7	VI. STIPULATED DISCIPLINE
8	18. The parties agree that Respondent's LPO license will be revoked. Reinstatement
9	will be conditioned on repayment of costs.
10	VII. RESTITUTION
11	19. During the criminal proceedings, Respondent was ordered to pay restitution to
12	Stewart Title (\$471.88) and to the court (\$817.00). Respondent has paid all court ordered
13	restitution.
14	VIII. COSTS AND EXPENSES
15	20. In light of Respondent's willingness to resolve this matter by stipulation at an early
16	stage of the proceedings, Respondent shall pay attorney fees and administrative costs of \$500 in
17	accordance with ELPOC 13.9(i). The Board through disciplinary counsel will seek a money
18	judgment under ELPOC 13.9(l) if these costs are not paid within 30 days of approval of this
19	stipulation.
20	IX. VOLUNTARY AGREEMENT
21	21. Respondent states that prior to entering into this Stipulation she had an opportunity
22	to consult independent legal counsel regarding this Stipulation, that Respondent is entering into
23	this Stipulation voluntarily, and that no promises or threats have been made by the Board, nor
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by any representative thereof, to induce the Respondent to enter into this Stipulation except as provided herein.

X. LIMITATIONS

- 22. This Stipulation is a compromise agreement intended to resolve this matter in accordance with the purposes of LPO discipline while avoiding further proceedings and the expenditure of additional resources by the Respondent and the Board. Both the Respondent lawyer and the Board acknowledge that the result after further proceedings in this matter might differ from the result agreed to herein.
- 23. This Stipulation is not binding upon the Board or Respondent as a statement of all existing facts relating to the professional conduct of the respondent lawyer, and any additional existing facts may be proven in any subsequent disciplinary proceedings.
- 24. This Stipulation results from the consideration of various factors by both parties, including the benefits to both by promptly resolving this matter without the time and expense of hearings, Limited Practice Board appeals, and Supreme Court appeals or petitions for review. As such, approval of this Stipulation will not constitute precedent in determining the appropriate sanction to be imposed in other cases; but, if approved, this Stipulation will be admissible in subsequent proceedings against Respondent to the same extent as any other approved Stipulation.
- 25. Under Limited Practice Board policy, in addition to the Stipulation, the Board shall have available to it for consideration all documents that the parties agree to submit to the Board, and all public documents. Under ELPOC 3.1(b), all documents that form the record before the Board for its review become public information on approval of the Stipulation by the Board, unless disclosure is restricted by order or rule of law.