

**NOT TO BE PUBLISHED IN THE OFFICIAL REPORTS**

California Rules of Court, rule 8.1115(a), prohibits courts and parties from citing or relying on opinions not certified for publication or ordered published, except as specified by rule 8.1115(b). This opinion has not been certified for publication or ordered published for purposes of rule 8.1115.
---

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION FIVE

THE PEOPLE,

Plaintiff and Respondent,

v.

LORIE JONES,

Defendant and Appellant.

B285037

(Los Angeles County  
Super. Ct. No. TA135867)

APPEAL from a judgment of the Superior Court of Los Angeles County, Eleanor J. Hunter, Judge. Dismissed.

Sally Patrone Brajevich, under appointment by the Court of Appeal, for Defendant and Appellant.

Xavier Becerra, Attorney General, Gerald A. Engler and Lance E. Winters, Chief Assistant Attorneys General, Paul M. Roadarmel, Jr., Supervising Deputy Attorney General, Stephanie A. Miyoshi, Deputy Attorney General, for Plaintiff and Respondent.

Defendant and appellant Lorie Jones (defendant) entered pleas of no contest to two charges in exchange for a sentence of probation and a suspended three-year prison term—a better deal than the one to which she initially agreed, which would have required her to serve two years in prison. After defendant was found to have violated the conditions of her probation, the trial court executed the suspended three-year prison term that was part of her agreed-upon sentence. We consider whether defendant can now challenge that prison sentence on the ground that the court should have imposed a two-year term pursuant to the original plea deal she agreed to modify.

## I. BACKGROUND

The Los Angeles District Attorney charged defendant in an information with assault with a deadly weapon (an automobile), in violation of Penal Code section 245, subdivision (a)(1);<sup>1</sup> and hit and run driving resulting in injury to another person, in violation of Vehicle Code section 20001, subdivision (b)(1). The district attorney also alleged defendant had prior convictions.

Defendant reached a plea deal with the prosecution, and pursuant to that agreement, in October 2015, she pled no contest to the assault and hit and run charges, and admitted the prior convictions, in exchange for a low-term sentence of two years' imprisonment. The court postponed sentencing until April 7, 2016.

At the April 2016 sentencing hearing, following an unreported conference between the court and the parties in which

---

<sup>1</sup> Undesignated statutory references that follow are to the Penal Code.

the court was provided information about defendant's conduct since the last hearing, the court announced it would "modify" the "original agreement" under which defendant "would get the low term . . . of 2 years" because defendant had "turned her life around big time." Instead of a two-year prison term, the court offered to sentence defendant to five years of formal probation with a suspended prison term of three years that would become subject to execution if defendant violated the conditions of her probation. Defendant accepted the sentence the court offered, and the court imposed that sentence.

Later that year, defendant was not compliant when officers visited her home to investigate suspicions of child abuse. In a hearing held the following summer, the trial court found defendant's non-compliance violated the conditions of her probation and ordered the three-year prison term executed in accordance with the negotiated sentence to which she agreed.

## II. DISCUSSION

Defendant was sentenced in accordance with the terms of the deal she accepted. In order to challenge the sentence imposed, defendant was obligated to obtain a certificate of probable cause, which she did not do. We therefore dismiss her appeal.

"It has long been established that issues going to the validity of a plea require compliance with section 1237.5."<sup>2</sup>

---

<sup>2</sup> Penal Code section 1237.5 bars a defendant from taking an appeal "from a judgment of conviction upon a plea of guilty or nolo contendere, or a revocation of probation following an admission of violation," unless the defendant obtains from the

(*People v. Panizzon* (1996) 13 Cal.4th 68, 76 (*Panizzon*).) To determine whether a certificate of probable cause is required, “courts must look to the substance of the appeal: “the crucial issue is what the defendant is challenging, not the time or manner in which the challenge is made.” [Citation.] Hence, the critical inquiry is whether a challenge to the sentence is *in substance* a challenge to the validity of the plea, thus rendering the appeal subject to the requirements of section 1237.5. [Citation.]’ [Citation.]” (*People v. Buttram* (2003) 30 Cal.4th 773, 781-782.) In this case, the crux of defendant’s claim is not that the trial court failed to abide by the terms of her plea agreement, nor is it that the court erred when it found she violated a condition of her probation. The gist of defendant’s claim, rather, is that the court should have jettisoned the terms defendant agreed to and sentenced her instead to two years in prison based on a prior agreement that never went into effect.

Thus, the sole basis of defendant’s claim is a challenge to the validity of the agreement pursuant to which the trial court imposed sentence. (*People v. Johnson* (2009) 47 Cal.4th 668, 678 [“Even when a defendant purports to challenge only the sentence imposed, a certificate of probable cause is required if the challenge goes to an aspect of the sentence to which the defendant agreed as an integral part of a plea agreement”]; *People v. Cuevas* (2008) 44 Cal.4th 374, 384 [challenge to court’s authority to impose negotiated sentence constitutes challenge to plea’s validity]; *Panizzon, supra*, 13 Cal.4th at p. 79 [“a challenge to a negotiated sentence imposed as part of a plea bargain is

---

trial court a certificate of probable cause for the appeal. (See also Cal. Rules of Court, rule 8.304.)

properly viewed as a challenge to the validity of the plea itself”]; see also *People v. Carr* (2006) 143 Cal.App.4th 786, 789-794 [certificate of probable cause required for appellate review of claims attacking the sentence imposed pursuant to a plea agreement, which was “an integral part of the plea”].) A certificate of probable cause is accordingly necessary—and lacking—here.

DISPOSITION

The appeal is dismissed.

NOT TO BE PUBLISHED IN THE OFFICIAL REPORTS

BAKER, J.

We concur:

KRIEGLER, Acting P.J.

DUNNING, J.\*

---

\* Judge of the Orange Superior Court, assigned by the Chief Justice pursuant to article VI, section 6 of the California Constitution.