

<p>Counsel for the State Bar                  THE STATE BAR OF CALIFORNIA                  OFFICE OF THE CHIEF TRIAL COUNSEL                  ANTHONY J. GARCIA, #171419                  1149 South Hill Street                  Los Angeles, CA 90015-2299</p>	<p>Case number(s)                  01-0-4755-RAH                  02-0-10268-RAH                  02-0-12395-RAH                  02-0-13949-RAH</p>	<p>(for Court's use)  <b>PUBLIC MATTER</b>  <b>FILED</b>                  JUN - 9 2004                  STATE BAR COURT                  CLERK'S OFFICE                  LOS ANGELES</p>
<p>Counsel for Respondent                  BARRY ALAN SISSELMAN                  IN PRO PER                  7120 Hayvenhyrst Avenue, #108                  Van Nuys, CA 91406-3861                  (818) 901-1500</p>	<p>kwiktag® 035 117 288  </p>	
<p>In the Matter of                  BARRY ALAN SISSELMAN                    Bar # 72685                  A Member of the State Bar of California                  (Respondent)</p>	<p>Submitted to <input type="checkbox"/> assigned judge <input checked="" type="checkbox"/> settlement judge                  STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION                  AND ORDER APPROVING                  ACTUAL SUSPENSION    <input type="checkbox"/> PREVIOUS STIPULATION REJECTED</p>	

A. Parties' Acknowledgments:

- (1) Respondent is a member of the State Bar of California, admitted December 22, 1976 (date).
- (2) The parties agree to be bound by the factual stipulations contained herein even if conclusions of law or disposition are rejected or changed by the Supreme Court.
- (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. Dismissed charge(s)/count(s) are listed under "Dismissals." The stipulation and order consist of 12 pages.
- (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.
- (7) Payment of Disciplinary Costs—Respondent acknowledges the provisions of Bus. & Prof. Code §§6086.10 & 6140.7. (Check one option only):
  - until costs are paid in full, Respondent will remain actually suspended from the practice of law unless relief is obtained per rule 284, Rules of Procedure.
  - costs to be paid in equal amounts prior to February 1 for the following membership years:  
2005, 2006  
 (hardship, special circumstances or other good cause per rule 284, Rules of Procedure)
  - costs waived in part as set forth under "Partial Waiver of Costs"
  - costs entirely waived

Note: All information required by this form and any additional information which cannot be provided in the space provided, shall be set forth in the text component of this stipulation under specific headings, i.e. "Facts," "Dismissals," "Conclusions of Law."

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 or under "Prior Discipline".

- (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 Circumstance (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, ~~couple 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 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:

D. Discipline

1. Stayed Suspension.

- A. Respondent shall be suspended from the practice of law for a period of three (3) years
- i. and until Respondent shows proof satisfactory to the State Bar Court of rehabilitation and present fitness to practice and present learning and ability in the law pursuant to standard 1.4(c)(ii), Standards for Attorney Sanctions for Professional Misconduct
  - ii. and until Respondent pays restitution to \_\_\_\_\_ [payee(s)] (or the Client Security Fund, if appropriate), in the amount of \_\_\_\_\_, plus 10% per annum accruing from \_\_\_\_\_, and provides proof thereof to the Probation Unit, Office of the Chief Trial Counsel
  - iii. and until Respondent does the following: \_\_\_\_\_
- B. The above-referenced suspension shall be stayed.

2. Probation.

Respondent shall be placed on probation for a period of five (5) years, which shall commence upon the effective date of the Supreme Court order herein. (See rule 953, California Rules of Court.)

3. Actual Suspension.

- A. Respondent shall be actually suspended from the practice of law in the State of California for a period of 30 months
- i. and until Respondent shows proof satisfactory to the State Bar Court of rehabilitation and present fitness to practice and present learning and ability in the law pursuant to standard 1.4(c)(ii), Standards for Attorney Sanctions for Professional Misconduct
  - ii. and until Respondent pays restitution to \_\_\_\_\_ [payee(s)] (or the Client Security Fund, if appropriate), in the amount of \_\_\_\_\_, plus 10% per annum accruing from \_\_\_\_\_, and provides proof thereof to the Probation Unit, Office of the Chief Trial Counsel
  - iii. and until Respondent does the following: \_\_\_\_\_

E. Additional Conditions of Probation:

- (1)  If Respondent is actually suspended for two years or more, he/she shall remain actually suspended until he/she proves to the State Bar Court his/her rehabilitation, fitness to practice, and learning and ability in general law, pursuant to standard 1.4(c)(ii), Standards for Attorney Sanctions for Professional Misconduct.
- (2)  During the probation period, Respondent shall comply with the provisions of the State Bar Act and Rules of Professional Conduct.
- (3)  Within ten (10) days of any change, Respondent shall report to the Membership Records Office of the State Bar and to the Probation Unit, all changes of information, including current office address and telephone number, or other address for State Bar purposes, as prescribed by section 6002.1 of the Business and Professions Code.
- (4)  Respondent shall submit written quarterly reports to the Probation Unit on each January 10, April 10, July 10, and October 10 of the period of probation. Under penalty of perjury, respondent shall state whether respondent has complied with the State Bar Act, the Rules of Professional Conduct, and all

conditions of probation during the preceding calendar quarter. If the first report would cover less than 30 days, that report shall be submitted on the next quarter date, and cover the extended period.

In addition to all quarterly reports, a final report, containing the same information, is due no earlier than twenty (20) days before the last day of the period of probation and no later than the last day of probation.

- (5)  Respondent shall be assigned a probation monitor. Respondent shall promptly review the terms and conditions of probation with the probation monitor to establish a manner and schedule of compliance. During the period of probation, respondent shall furnish to the monitor such reports as may be requested, in addition to the quarterly reports required to be submitted to the Probation Unit. Respondent shall cooperate fully with the probation monitor.
- (6)  Subject to assertion of applicable privileges, Respondent shall answer fully, promptly and truthfully any inquiries of the Probation Unit of the Office of the Chief Trial Counsel and any probation monitor assigned under these conditions which are directed to Respondent personally or in writing relating to whether Respondent is complying or has complied with the probation conditions.
- (7)  Within one (1) year of the effective date of the discipline herein, respondent shall provide to the Probation Unit satisfactory proof of attendance at a session of the Ethics School, and passage of the test given at the end of that session.
- No Ethics School recommended.
- (8)  Respondent shall comply with all conditions of probation imposed in the underlying criminal matter and shall so declare under penalty of perjury in conjunction with any quarterly report to be filed with the Probation Unit.
- (9)  The following conditions are attached hereto and incorporated:
- Substance Abuse Conditions                       Law Office Management Conditions
- Medical Conditions                                       Financial Conditions
- (10)  Other conditions negotiated by the parties: Respondent will pay Restitution as described in Section C of the Attachment to the Stipulation.
- Multistate Professional Responsibility Examination: Respondent shall provide proof of passage of the Multistate Professional Responsibility Examination ("MPRE"), administered by the National Conference of Bar Examiners, to the Probation Unit of the Office of the Chief Trial Counsel during the period of actual suspension or within one year, whichever period is longer. Failure to pass the MPRE results in actual suspension without further hearing until passage. But see rule 951(b), California Rules of Court, and rule 321(a)(1) & (c), Rules of Procedure.
- No MPRE recommended.
- Rule 955, California Rules of Court: Respondent shall comply with the provisions of subdivisions (a) and (c) of rule 955, California Rules of Court, within 30 and 40 days, respectively, from the effective date of the Supreme Court order herein.
- Conditional Rule 955, California Rules of Court: If Respondent remains actually suspended for 90 days or more, he/she shall comply with the provisions of subdivisions (a) and (c) of rule 955, California Rules of Court, within 120 and 130 days, respectively, from the effective date of the Supreme Court order herein.
- Credit for Interim Suspension [conviction referral cases only]: Respondent shall be credited for the period of his/her interim suspension toward the stipulated period of actual suspension.

**ATTACHMENT TO STIPULATION**  
**RE: FACTS, CONCLUSIONS OF LAW AND DISPOSITION**

IN THE MATTER OF: BARRY ALAN SISSELMAN  
CASE NUMBER: 01-O-4755-RAH, 02-O-10268-RAH,  
02-O-12395-RAH, 02-O-13949-RAH

**A. FACTS AND CONCLUSIONS OF LAW**

Respondent admits that the following facts are true and that he is culpable of violations of the specified statutes and Rules of Professional conduct.

**Case no. 01-O-4755, The Adrian Moon matter**

On May 8, 2001, Adrian Moon (Moon) hired Respondent to represent him in pending bankruptcy adversary litigation, and paid Respondent \$10,000 as an advance fee for Respondent's legal services. That day, Respondent filed an Entry of Appearance in Moon's bankruptcy and appeared at a status conference.

Between May 8, 2001, and June 26, 2001, Moon left several messages at Respondent's office seeking an update on his matter. On July 26, 2001, Respondent attended another status conference in Moon's bankruptcy. Respondent assured Moon that nothing important had occurred in his bankruptcy and that Respondent would begin to work on his case.

On August 17, 2001, Moon sent a letter to Respondent terminating his legal services. Moon demanded an accounting of the Respondent's earned fees and a refund of the unearned balance of the \$10,000 that Moon paid Respondent.

On August 20, 2001, Respondent faxed an executed Substitution of Counsel to Moon, substituting Respondent out of Moon's bankruptcy matter. In addition, Respondent faxed Requests for Admissions and Requests for Production of Documents (the discovery) to Moon. The discovery had been served on Respondent on July 23, 2001, but Respondent failed to notify Moon that he had received the discovery until August 20, 2001.

On August 28, 2001, Moon sent a letter to Respondent by fax and by mail. In the letter, Moon again demanded an accounting and a refund of the unearned balance of the \$10,000 that Moon paid Respondent. Shortly after that date, Moon submitted the matter of the unearned fees to the Dispute Resolution Services of the Los Angeles County Bar Association (Fee Arbitration). Fee Arbitration determined that Respondent owed Moon \$5,000 in unearned fees. Respondent paid \$5,000 to Moon.

**Legal Conclusions**

Respondent wilfully violated Business and Professions Code, section 6068(m) by not responding to Moon's requests for information on Moon's case

Respondent wilfully violated Rules of Professional Conduct, rule 4-100(B)(3) by not providing

6

Page #

Attachment: -1-

an accounting of Moon's funds until the dispute went to fee arbitration.

**Case no. 02-O-10268, The Phillip Grossfeld matter**

In May 1998, Phillip Grossfeld (Grossfeld) hired Respondent to represent him in a bankruptcy proceeding. Grossfeld owed about \$70,000 to about 10 creditors including 2 banks and 6 casinos.

Between about September 2000, and March 14, 2001, Respondent had contacted each of Grossfeld's creditors. Almost all of Grossfeld's creditors had agreed to settle their debts upon receipt of approximately one-half of the money that Grossfeld owed them.

In March 2001, Grossfeld's bankruptcy was discharged, but the debts to the 10 creditors were not discharged. On about March 14, 2001, Grossfeld gave Respondent a check in the amount of \$36,000 to pay to the outstanding 10 creditors.

On March 14, 2001, Respondent deposited the \$36,000 into his client trust account, account no. 069-1004758 at Wells Fargo Bank (CTA). On about March 20, 2002, Respondent paid \$1,219.50 to Sierra Financial Services, a collection agent for Caesar's Palace, as settlement in full for the \$2,439 debt that Grossfeld's owed to Caesar's Palace. After paying Sierra Financial Services, Respondent was required to maintain \$34,780.50 in his CTA on Grossfeld's behalf. Respondent did not pay any other of Grossfeld's outstanding creditors after that date.

Beginning on March 30, 2001, the balance in Respondent's CTA dipped below \$36,000 and by May 31, 2002, the balance in Respondent's CTA was \$6.30.

On June 13, 2002, Respondent spoke to Grossfeld and admitted that he no longer had Grossfeld's money in his CTA. Respondent promised to repay Grossfeld. He delivered a Note Secured by Deed of Trust on his home, located in North Hollywood, CA to Grossfeld.

The terms of the transaction were that Respondent would pay \$40,000 to Grossfeld at the rate of \$1055 per month, and that interest would accrue at 12% annually on the unpaid balance. Respondent also demanded that Grossfeld sign an agreement not to sue Respondent for his misconduct.

Respondent's first payment was due on July 15, 2002. Respondent did not pay Grossfeld on July 15, 2002, and has not repaid Grossfeld.

**Legal Conclusions**

Respondent wilfully violated Rules of Professional Conduct, rule 3-110(A) by failing to pay Grossfeld's creditors as he was instructed.

Respondent wilfully violated Business and Professions Code, section 6106 by misappropriating \$34,780.50 of Grossfeld's funds.

Respondent wilfully violated Rules of Professional Conduct, rule 4-100(A) by failing to maintain Grossfeld's funds in his client trust account.

Respondent wilfully violated Rules of Professional Conduct, rule 3-400(A) by requiring Grossfeld to sign an agreement not to sue Respondent.

**Case no. 02-O-12395, The Swagata Mandal matter**

On May 25, 1993, Swagata Mandal (Mandal) hired Respondent to represent her in a matter involving recovery of her deceased husband's life insurance (insurance claim). Mandal and Respondent agreed that Respondent would receive a 33.3 % contingency fee for his legal services.

On August 20, 1993, Respondent settled Mandal's insurance claim and received an settlement draft from Aetna Life Insurance Company, payable to Mandal, in the sum of \$59,910.86. On August 31, 1993, Respondent cashed the settlement draft and did not deposit it into his client trust account (CTA). Respondent never deposited Mandal's funds into his CTA and Respondent failed to maintain Mandal's funds in a client trust account.

Respondent did not notify Mandal that he received the settlement funds from Aetna Insurance Company.

Between August 1993, and March 1994, Mandal spoke to Respondent on more than one occasion and asked him about the status of her insurance claim. Each time that she asked, Respondent told Mandal that he was working on her insurance claim.

On March 15, 1994, Respondent wrote a letter to Mandal and notified Mandal that her insurance claim had settled for \$59,000. He told Mandal that her share of the settlement was \$50,000 and that he would pay her \$1,000 per month for a period of 50 months.

On March 15, 1994, Respondent issued a check from his client trust account at Wells Fargo Bank, account no. 0691-004758 (CTA) in the amount of \$1,000. Then from March 15, 1994, through April 2, 1998, Respondent mailed checks to Mandal on a monthly basis for a total of \$50,000.

Beginning in at least October 1995, through his final payment on April 2, 1998, Mandal's funds were not maintained in Respondent's CTA.

As of October 4, 1995, Respondent was required to maintain \$30,000 of Mandal's settlement funds in his CTA. On October 4, 1995, the balance in Respondent's CTA was \$866.85. As of October 4, 1995, Respondent had misappropriated \$29,133.15 of Mandal's funds.

Respondent wilfully violated Business and Professions Code, section 6106 by misappropriating at least \$29,133.15 of Mandal's settlement funds.

Respondent wilfully violated Rules of Professional Conduct, rule 4-100(A) by failing to maintain Mandal's settlement funds in his CTA.

Respondent wilfully violated Rules of Professional Conduct, rule 4-100(B)(1), by not promptly telling Mandal that he had received her settlement funds.

**Case no. 02-O-13949, The Emir Phillips matter**

On March 27, 2001, Oral Fitch obtained a default judgment against Emir Phillips (Phillips) in a bankruptcy adversary proceeding (bankruptcy case).

In June 2001, Phillips hired Respondent to represent him in the bankruptcy case. Specifically, Phillips hired Respondent to reopen the bankruptcy case and file a motion to set aside the default judgment that had been entered against him. Phillips paid Respondent \$4,000 as an advance fee for his legal services.

On September 24, 2001, Phillips mailed a letter to Respondent at his law office address requesting an immediate update on the petition to reopen the bankruptcy case and to set aside the judgment. Phillips stressed the fact that it was very important that Respondent reopen the bankruptcy case as soon as possible, and expressed his concern that Respondent had not performed as he had promised.

On October 16, 2001, Respondent filed a Notice of Motion to Reopen Adversary Case to Permit Filing of Motion to Set Aside Default Judgment in the bankruptcy case (Motion to Reopen), and asked for a hearing. A hearing date was set for January 7, 2002. At the January 7, 2002 hearing, the bankruptcy court granted Respondent's Motion to Reopen and ordered Respondent to file a Motion to Set Aside Default Judgment (Motion to Set Aside) within 30 days. Respondent never filed the Motion to Set Aside.

On February 5, 2002, Phillips sent Respondent a letter requesting a copy of Motion to Set Aside that Respondent should have filed with the bankruptcy court. Phillips asked Respondent to file the Motion to Set Aside, if he had not already done so. Respondent did not respond to Phillips' letter.

On March 22, 2002, Phillips sent a second letter to Respondent requesting a copy of Motion to Set Aside, and asked Respondent if a hearing date had been set. Phillips also reminded Respondent that it was important that Respondent perform quickly. Respondent did not reply to Phillips' second letter.

On April 22, 2002, Phillips sent another letter to Respondent demanding proof that Respondent filed the Motion to Set Aside in the bankruptcy court. Respondent failed to reply to Phillips' letter.

On about May 1, 2002, Phillips sent another letter to Respondent demanding that Respondent return Phillips' file and refund the \$4,000 in advance legal fees that Phillips paid Respondent.

Respondent did not reply to Phillips' letter.

On about June 10, 2002, Phillips sent a letter to Respondent asking Respondent to contact him within 10 days to give him an update on Phillips' case. On about June 13, 2002, Respondent contacted Phillips. In that conversation, Respondent promised to promptly file the Motion to Set Aside, and to deliver a conformed copy of the Motion to Set Aside to Phillips within a few days.

On about July 17, 2002, Phillips sent a letter to Respondent requesting a conformed copy of the Motion to Set Aside. Respondent had not filed the Motion to Set Aside.

On August 15, 2002, the bankruptcy court closed the bankruptcy case because Respondent had not filed the Motion to Set Aside.

On September 2, 2002, Phillips sent Respondent a letter requesting that Respondent forward his file and refund the \$4,000 advanced fee that Phillips paid to Respondent. On October 23, 2002, Phillips sent a second letter to Respondent requesting his file and that Respondent return the \$4,000 that Phillips paid him. Respondent failed to respond to Phillips' September 2, 2002 and October 23, 2002 letters and did not refund any portion of the \$4,000 unearned advance fee to Phillips.

On about November 22, 2002, Phillips filed a civil action against Respondent, *Emir Phillips v. Barry Sisselman*, Los Angeles Superior Court, Case no. LC063085 (*Phillips v. Sisselman*), for breach of contract, legal malpractice, and sought damages of approximately \$17,000.

Respondent performed only preliminary services on Phillips' behalf and those services were of little or no benefit to Phillips. As a result, Respondent owes Phillips a complete refund of the \$4,000 advance fee that Phillips paid him. Respondent has not returned any money to Phillips.

### **Legal Conclusions**

Respondent wilfully violated Rules of Professional Conduct, rule 3-110(A) by not filing the Motion to Set Aside the default judgment that was entered against Phillips

Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(2) by failing to refund Phillips' fees.

### **B. PENDING PROCEEDINGS**

The disclosure date referred to on page one, paragraph A.(6), was May 5, 2004.

### **C. RESTITUTION**

Respondent agrees to pay a total of \$1,000 per month in restitution to his former clients (Phillip Grossfeld and Emir Philips), or to the Client Security Fund, if appropriate. Respondent agrees that Phillip Grossfeld and Emir Philips are owed the following amounts. Respondent also agrees to pay statutory interest (10% per annum) on the principal, accruing from the date shown for each client and ending when the principal amount is paid. The parties do not intend that

Respondent pay interest on the accrued interest. Respondent agrees to provide proof of his restitution payments to the Probation Unit of the State Bar.

**Phillip Grossfeld:** Respondent owes Mr. Grossfeld \$34,780.50. Interest began accruing on March 14, 2001.

**Emir Phillips:** Respondent owes Emir Phillips \$4,000. Interest began accruing on June 15, 2001.

#### **D. SUPPORTING AUTHORITIES**

Standard 2.2(a) which states that culpability of a member of a wilful misappropriation of entrusted funds or property shall result in disbarment. Only if the amount of funds or property misappropriated is insignificantly small or if the most compelling mitigating circumstances clearly predominate, shall disbarment not be imposed. In those latter cases, the discipline shall not be less than a one-year actual suspension, irrespective of mitigating circumstances.

Standard 2.3, which states that culpability of a member of an act of moral turpitude, fraud or intentional dishonesty shall result in actual suspension or disbarment depending on the extent of harm, the magnitude of the misconduct, and the degree to which it relates to the practice of law.

*In the Matter of Tindall* (Review Dept. 1991) 1Cal State Bar Ct. Rptr. 652

Respondent received a 5-year suspension, stayed, 5-years of probation with actual suspension of 3 years. Respondent misappropriated over \$24,000 from a client's trust account in nineteen separate withdrawals over an eight month period of time. Respondent also failed to complete work on the case, failed to communicate with the client and failed to cooperate with the client's subsequent counsel.

#### **E. DISMISSALS**

The State Bar moves the court to dismiss the following in the interest of justice:

- Case no. 01-O-4755, Count Two (B&P Code, section 6068(m), Count Three
- Case no. 02-O-10268, Count Three
- Case no. 02-O-12395, Count Four, Count Five
- Case no. 02-O-13949, Count Two, Count Four

Date

6-3-04

Respondent's signature

BARRY ALAN SISSELMAN  
print name

Date

Respondent's Counsel's signature

print name

Date

6/3/04

Deputy Trial Counsel's signature

ANTHONY J. GARCIA  
print name

### 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 stipulated facts and disposition are APPROVED and the DISCIPLINE RECOMMENDED to the Supreme Court.
- The stipulated facts and disposition are APPROVED AS MODIFIED as set forth below, and the DISCIPLINE IS RECOMMENDED to the Supreme Court.

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. (See rule 135(b), Rules of Procedure.) The effective date of this disposition is the effective date of the Supreme Court order herein, normally 30 days after file date. (See rule 953(a), California Rules of Court.)

Date

6-4-04

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 Los Angeles, on June 9, 2004, I deposited a true copy of the following document(s):

**STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION  
AND ORDER APPROVING, filed June 9, 2004**

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

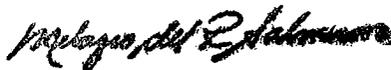
- [X] by first-class mail, with postage thereon fully prepaid, through the United States Postal Service at Los Angeles, California, addressed as follows:

**BARRY ALAN SISSELMAN  
ATTORNEY AT LAW  
7120 HAYVENHURST AVE #108  
VAN NUYS, CA 91406 3861**

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

**Anthony Garcia, Enforcement, Los Angeles**

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on **June 9, 2004**.



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**Milagro del R. Salmeron**  
Case Administrator  
State Bar Court