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State Bar Court of California
Hearing Department
Los Angeles

ORIGINAL

Counsel For The State Bar
Margaret P. Warren
1149 S. Hill Street
Los Angeles, CA 90015
(213) 765-1342

Case Number (s)
08-O-10056 & 09-O-12537;
Investigative Matter 09-O-
11404

(for Court's use)

FILED

JUL 29 2010

STATE BAR COURT
CLERK'S OFFICE
LOS ANGELES

Bar # 108774

PUBLIC MATTER

Counsel For Respondent

Mary L. Mucha, Esq.
Law Offices of Mary L. Mucha
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Bar # 89878

Submitted to:

In the Matter of:
Alex Carl Hufana

STIPULATION RE FACTS, CONCLUSIONS OF LAW AND
DISPOSITION AND ORDER APPROVING; ORDER OF
INVOLUNTARY INACTIVE ENROLLMENT

Bar # 90565

DISBARMENT

A Member of the State Bar of California
(Respondent)

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 **November 29, 1979**.
- (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 resolved by this stipulation and are deemed consolidated. Dismissed charge(s)/count(s) are listed under "Dismissals." The stipulation consists of **(16)** pages, not including 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) The parties must include supporting authority for the recommended level of discipline under the heading "Supporting Authority."
- (7) 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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- (8) Payment of Disciplinary Costs—Respondent acknowledges the provisions of Bus. & Prof. Code §§6086.10 & 6140.7. (Check one option only):

- Costs to be awarded to the State Bar
 Costs waived in part as set forth in a separate attachment entitled "Partial Waiver of Costs"
 Costs entirely waived

- (9) ORDER OF INACTIVE ENROLLMENT:

The parties are aware that if this stipulation is approved, the judge will issue an order of inactive enrollment under Business and Professions Code section 6007, subdivision (c)(4), and Rules of Procedure of the State Bar, rule 220(c).

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

(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. **Respondent failed to deposit settlement funds he received on behalf of his client, Jessica Lee, into a client trust account. Instead, he deposited the funds to his personal account, and thereafter failed to account to the client for funds he withheld from her settlement to pay her medical provider, and failed to pay the withheld sum to either the medical provider or the client.**

- (4) **Harm:** Respondent's misconduct harmed significantly a client, the public or the administration of justice. **Respondent's misappropriation of client Jessica Lee's funds, which he withheld for purposes of paying her medical provider, subjected the client to liability for payment of the medical provider's bill, thereby causing significant harm to the client. Respondent's failure to perform any legal services of value to, and to refund the advanced fee paid to him by, client Francis Mendoza, thereby delaying Mendoza's dissolution matter and resulting in financial hardship to Mendoza, caused significant harm to Mendoza. Respondent's failure to complete client Dale Jaques's bankruptcy, resulting in its dismissal, and his failure to refund any unearned fees to Jaques, caused significant harm to Jaques.**

- (5) **Indifference:** Respondent demonstrated indifference toward rectification of or atonement for the consequences of his or her misconduct.

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- (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.

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(13) **No mitigating circumstances** are involved.

Additional mitigating circumstances:

Respondent was admitted to the practice of law on November 29, 1979 and has no prior record of discipline.

D. Discipline: Disbarment.

E. Additional Requirements:

- (1) **Rule 9.20, California Rules of Court:** Respondent must comply with the requirements of rule 9.20, California Rules of Court, and perform the acts specified in subdivisions (a) and (c) of that rule within 30 and 40 calendar days, respectively, after the effective date of the Supreme Court's Order in this matter.

- (2) **Restitution:** Respondent must make restitution to **PLEASE SEE PAGE 15, BELOW, FOR RESTITUTION CONDITIONS** in the amount of \$ _____ plus 10 percent interest per year from _____. If the Client Security Fund has reimbursed _____ for all or any portion of the principal amount, respondent must pay restitution to CSF of the amount paid plus applicable interest and costs in accordance with Business and Professions Code section 6140.5. Respondent must pay the above restitution and furnish satisfactory proof of payment to the State Bar's Office of Probation in Los Angeles no later than _____ days from the effective date of the Supreme Court order in this case.

- (3) **Client Security Fund Reimbursement:** Respondent must also reimburse the Client Security Fund to the extent that the misconduct in this matter results in the payment of funds and such payment obligation is enforceable as provided under Business and Professions Code section 6140.5.

- (4) **Other:**

Attachment language begins here (if any)

The parties hereby stipulate to the submission of the following statement for the Court's consideration. Were the Respondent to testify under oath in this matter, his testimony would be consistent with the representations contained in the statement. The State Bar does not, however, stipulate to the truth of the matters asserted in the statement, or that it constitutes mitigation.

In the fall of 2007, Respondent was feeling unwell, and sought treatment at the Robinson V. Baron Medical Clinic, where he was examined by Dr. Robinson V. Baron, M.D. ("Dr. Baron"). Respondent complained of stomach bloat and fatigue. Dr. Baron's medical examination of Respondent was limited to reviewing Respondent's vital signs and the narrative information Respondent provided to Dr. Baron. Dr. Baron formed an impression that Respondent's condition might be due to cirrhosis of the liver or ascites. Ascites is an accumulation of fluid in the peritoneal cavity, and is commonly due to cirrhosis of the liver and severe liver disease, and can lead to mental changes and impairment. Dr. Baron made arrangements to admit Respondent to a hospital so that appropriate diagnostic and laboratory clinical tests could be done on Respondent. Respondent was hospitalized for approximately four (4) days in October 2007 at Citrus Valley Medical Center in West Covina, CA; however, since that time he has not been under any medical care as Respondent's medical insurer cancelled his medical coverage.

Dr. Baron did not receive records of any testing that may have been done during Respondent's hospitalization in October 2007, and the absence of such needed diagnostic or laboratory test results precluded Dr. Baron from reaching a definitive conclusion on Respondent's medical condition.

On May 23, 2008, Respondent was seen at Providence St. Joseph Medical Center in Burbank after again not feeling well, but was treated on an emergency basis and released that same day.

Respondent is unable to afford medical care as he has no insurance coverage and no funds. Respondent is being supported by his sister, who owns the house that Respondent currently lives in. Respondent's sister provides for Respondent's food, utilities, clothing, and basic necessities.

6. In October 2004, Mendoza called Respondent about the status of his dissolution matter, and was told by Respondent that the dissolution was pending and that it would take a few more months for the court to resolve the matter.

7. From February 2005 through December 2006, Mendoza called Respondent repeatedly to inquire about the status of his divorce, each time leaving a message asking Respondent to return his calls.

8. Respondent received Mendoza's messages, but did not return Mendoza's calls or otherwise communicate with Mendoza.

9. At no time did Respondent file the proof of service in the Mendoza dissolution matter.

10. In December 2006, Respondent returned a telephone call from Mendoza, and told Mendoza that the petition for dissolution and supporting documents needed to be re-filed and re-served.

11. Respondent delivered a new petition for dissolution and supporting documents to Mendoza to complete.

12. In January 2007, Mendoza delivered the fully re-executed petition for dissolution and supporting documents to Respondent.

13. Thereafter, Respondent did not file and serve the re-executed divorce petition and supporting documents in the Mendoza dissolution matter.

14. Respondent did nothing to further the Mendoza dissolution matter after May 21, 2004, the date that he filed the initial petition for dissolution on Mendoza's behalf.

15. On May 31, 2007, Mendoza terminated Respondent's employment and Respondent formally substituted out of the Mendoza dissolution matter.

16. Respondent performed no legal services of value to Mendoza and thus did not earn any portion of the \$2,000.00 in advance fees that Mendoza had paid him.

17. To date, Respondent has not refunded any portion of the \$2,000.00 in advance fees that Mendoza paid him to Mendoza or anyone acting on Mendoza's behalf.

18. On December 5, 2007, the State Bar opened an investigation, case no. 08-O-10056, pursuant to a complaint from Mendoza.

19. On January 22, 2008, and on February 6, 2008, a State Bar investigator wrote to Respondent regarding the allegations in case no. 08-O-10056, and requesting Respondent's response, in writing, by February 4, 2008 and February 20, 2008, respectively, to specified allegations of misconduct being investigated by the State Bar in case no. 08-O-10056.

20. Respondent received both the January 22, 2008 and February 6, 2008 letters from the State Bar investigator.

21. Respondent never responded to the investigator's letters or otherwise communicated with the investigator.

CONCLUSIONS OF LAW:

22. By failing to take any action on the Mendoza dissolution matter for approximately three (3) years, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence, in willful violation of rule 3-110(A) of the Rules of Professional Conduct.

23. By not returning (or otherwise responding to) Mendoza's telephone calls from February 2005 through December 2006, Respondent failed to respond promptly to reasonable status inquiries of a client, in willful violation of section 6068(m) of the Business and Professions Code.

24. By not refunding any portion of Mendoza's advance fee that Respondent did not earn, Respondent failed to refund unearned fees, in willful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

25. By not providing a written response to the allegations in case no. 08-O-10056 or otherwise cooperating in the investigation of the matter, Respondent failed to cooperate

in a disciplinary investigation, in willful violation of Business and Professions Code, section 6068(i).

Case No. 09-O-12537

FACTS (Counts Five through Seven):

26. On January 11, 2008, Dale Jaques (“Jaques”) hired Respondent to file a Chapter 7 bankruptcy petition on his behalf and represent him in the bankruptcy through its conclusion.

27. Respondent and Jaques agreed that Jaques would pay Respondent a total of \$1,225.00 to file and complete Jaques’s bankruptcy matter.

28. Respondent received a total of \$1,225.00 in advanced fees from Jaques.

29. At the time Jaques hired Respondent, he told Respondent that he wanted Respondent to file the bankruptcy petition as soon as possible.

30. In February 2008, Jaques asked Respondent if his bankruptcy had been filed, and was told by Respondent told Jaques he had not yet filed the bankruptcy petition but promised to work on it.

31. Between March and August of 2008, Jaques called Respondent a number of times to inquire about the status of his bankruptcy matter, each time leaving messages for Respondent to return his calls.

32. Respondent did not return Jaques’s calls, or otherwise communicate with Jaques, until August 2008.

33. In August 2008, Respondent telephoned Jaques, asked him for an updated list of creditors, and told him he (Respondent) was getting ready to file Jaques’s bankruptcy petition.

34. On January 9, 2009, Respondent filed a Chapter 7 Bankruptcy Petition on behalf of Jaques in the U.S. Bankruptcy Court for the Central District of California, case no. 2:09-bk-10463-ER (“Chapter 7 Petition”).

35. On January 9, 2009, the Bankruptcy Court entered an order in Jaques' bankruptcy deeming the Chapter 7 Petition incomplete, and ordering Jaques to either file certain documents missing from the petition within fifteen (15) days after the date that the Chapter 7 Petition had been filed, or file a request for an extension of time to file the missing documents.

36. The Bankruptcy Court's January 9, 2009 order warned that failure to either file the documents missing from the petition or to request an extension of time to file those documents would result in a dismissal of Jaques's Chapter 7 Petition.

37. The Bankruptcy Court served its January 9, 2009 order on both Respondent and Jaques.

38. Respondent received the Bankruptcy Court's January 9, 2009 order.

39. Respondent did not file the documents missing from Jaques' Chapter 7 Petition petition, nor did Respondent file a request for an extension of time to file the missing documents.

40. On February 4, 2009, the Bankruptcy Court entered an order dismissing Jaques's Chapter 7 Petition ("dismissal order") for failure to file the documents missing from Jaques's Chapter 7 Petition and failure to file a request for additional time to file the documents.

41. The court served the dismissal order on both Respondent and Jaques.

42. Respondent received the dismissal order.

43. When Jaques spoke to Respondent about the dismissal order, Respondent told Jaques that he had taken care of the problem and that everything was fine.

44. On March 10, 2009, Respondent and Jaques appeared at the United States Trustee's office for a previously scheduled meeting of the creditors, at which time the Bankruptcy Trustee confirmed that Jaques' bankruptcy had been dismissed and that there were no further proceedings in the matter.

45. On March 10, 2009 Respondent told Mr. Jaques that he would get Jaques's Chapter 7 Petition reinstated.

46. On and after March 10, 2009, Respondent no further legal services on Jaques's behalf.

47. On March 17, 2009, Jaques terminated Respondent's employment and demanded a refund of the advanced fees he had paid to Respondent.

48. Respondent provided no legal services of value to Jaques and thus did not earn any portion of the \$1,225.00 in advanced fees Jaques paid him.

49. To date, Respondent has not refunded any money to Jaques or anyone acting on Jaques's behalf.

CONCLUSIONS OF LAW:

1. By failing to perform any legal services of value to Jaques, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence, in willful violation of rule 3-110(A) of the Rules of Professional Conduct. Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence, in willful violation of rule 3-110(A) of the Rules of Professional Conduct.

2. By not refunding any portion of the advanced fee paid to him by Jaques, Respondent failed to refund unearned fees, in willful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

3. By representing to Jaques, after the Bankruptcy Court had dismissed Jaques' Chapter 7 Petition, that he had taken care of the problem and that everything was fine, Respondent committed an act involving moral turpitude, dishonesty or corruption, in willful violation of section 6106 of the Business and Professions Code.

Investigation Matter 09-O-11404

FACTS:

4. In May 2007, Jessica Lee ("Lee") hired Respondent on a contingent fee basis to represent her in a personal injury matter.

5. On January 8, 2008, Respondent signed a lien in favor of Gary S. Tchobanian, a chiropractor who was treating Lee ("Tchobanian").

6. In August 2008, Lee's case settled for \$7,000.00.

7. On September 2, 2008, Respondent deposited into his personal account at Inland Community Bank ("personal account"), a settlement check from the Automobile Club of Southern California, dated August 25, 2008, in the amount of \$7,000.00, payable to Lee and Respondent's law office.

8. At no time did Respondent transfer any portion of Lee's settlement proceeds to a client trust account.

9. On September 12, 2008, Respondent issued check no. 3374, drawn on his personal account, payable to Lee, in the amount of \$2333.33, which represented her share of the settlement proceeds.

10. Pursuant to his fee agreement with Lee, Respondent was entitled to 33 1/3% of Lee's settlement proceeds for his fee, or \$2,333.31.

11. After deducting his contingent fee and disbursing her share of the settlement proceeds to Lee, Respondent withheld \$2,333.36 from Lee's settlement proceeds for the purpose of paying Tchobanian's lien.

12. At no time did Respondent take any steps to pay any portion of Tchobanian's lien, despite Tchobanian's numerous requests for payment.

13. At no time did Respondent disburse any portion of the \$2,333.36 he had withheld from Lee's settlement for the purpose of paying Tchobanian to either Tchobanian or Lee (or anyone acting on behalf of either Tchobanian or Lee).

14. At no time did Respondent interplead any portion of the \$2,333.36 for a judicial determination of what amount Tchobanian should receive.

15. At no time did Respondent notify Lee (or anyone acting on her behalf) that he would not be disbursing any portion of the \$2,333.36 to Tchobanian, as Respondent had represented to Lee he would do.

16. At no time did Respondent provide Lee (or anyone acting on her behalf) with an accounting for the \$7,000.00 in settlement funds he received on her behalf.

17. On October 31, 2008, the balance in Respondent's general account was \$825.91, and on January 16, 2009, the balance in Respondent's general account fell below zero.

18. Respondent converted \$2,333.36 of Lee's settlement funds to his own use and purpose.

CONCLUSIONS OF LAW:

19. By depositing Lee's settlement proceeds into his general account instead of his client trust account, Respondent failed to deposit funds received for the benefit of a client in a bank account labeled "Trust Account," "Client's Funds Account" or words of similar import, in willful violation of rule 4-100(A) of the Rules of Professional Conduct.

20. By misappropriating \$2,333.36 of Lee's settlement funds, Respondent committed an act or acts involving moral turpitude, dishonesty or corruption, in willful violation of section 6106 of the Business and Professions Code.

21. By not paying any portion of the \$2,333.36 to Tchobanian or to Lee (or any one acting on Tchobanian's or Lee's behalf) at any time, Respondent failed to pay client funds as requested by his client, in willful violation of rule 4-100(B)(4) of the Rules of Professional Conduct.

22. By failing to provide an accounting to Lee (or anyone acting on her behalf) of the settlement funds he received on her behalf, Respondent failed to render appropriate accounts to a client regarding all funds of the client coming into Respondent's possession, in willful violation of rule 4-100(B)(3) of the Rules of Professional Conduct.

PENDING PROCEEDINGS.

The disclosure date referred to, on page 2, paragraph A(6), was June 25, 2010.

COSTS OF DISCIPLINARY PROCEEDINGS.

Respondent acknowledges that the Office of the Chief Trial Counsel has informed respondent that as of June 25, 2010, the prosecution costs in this matter are approximately \$2,915.00. Respondent further

acknowledges that should this stipulation be rejected or should relief from the stipulation be granted, the costs in this matter may increase due to the cost of further proceedings.

AUTHORITIES SUPPORTING DISCIPLINE.

Standard 2.2(a) of the Standards for Attorney Sanctions for Professional Misconduct (“Standards”) provides:

Culpability of a member of 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.

Respondent’s misappropriation of \$2,333.36 of the client’s settlement proceeds totaling \$7,000.00 is not an “insignificant amount.” (See, e.g., *Lawhorn v. State Bar* (1987) 43 Cal.3d 1357 [\$1,355.75 held to be a significant amount]).

Standard 2.4 (b) provides:

Culpability of a member of wilfully failing to perform services in an individual matter or matters not demonstrating a pattern of misconduct or culpability of a member of wilfully failing to communicate with a client shall result in reproof or suspension depending on the extent of the misconduct and the degree of harm to the client.

Standard 2.3 provides:

Culpability of a member of an act of moral turpitude, fraud, or intentional dishonesty toward a court, client or another person or of concealment of a material fact to a court, client or another person shall result in actual suspension or disbarment depending upon the extent to which the victim of the misconduct is harmed or misled and depending upon the magnitude of the act of misconduct and the degree to which it relates to the member’s acts within the practice of law.

Standard 1.6 (a) provides, in pertinent part: “. . . If two or more acts of professional misconduct are found or acknowledged in a single disciplinary proceeding, and different sanctions are prescribed by these standards for said acts, the sanction imposed shall be the more or most severe of the different applicable sanctions.”

Standard 1.3 provides:

The primary purposes of disciplinary proceedings conducted by the State Bar of California and of sanctions imposed upon a finding or acknowledgment of a member’s professional misconduct are the protection of the public, the courts and the legal profession; the maintenance of high professional standards by attorneys and the preservation of public confidence in the legal

profession. Rehabilitation of a member is a permissible object of a sanction imposed upon the member but only if the imposition of rehabilitative sanctions is consistent with the above-stated primary purposes of sanctions for professional misconduct.

The protection of the public, the courts and the legal profession, and the preservation of public confidence in the legal profession, will be served by the stipulated disposition in this matter.

FINANCIAL CONDITIONS, RESTITUTION.

Respondent waives any objection to payment by the State Bar Client Security Fund upon a claim for the principal amount of restitution set forth herein.

Respondent must make restitution as follows:

1. To Francis Mendoza, in the amount of \$2,000.00, plus ten (10) % interest per year from 2004. If the Client Security Fund ("CSF") has reimbursed Francis Mendoza for all or any portion of the principal amount, Respondent must pay restitution to CSF of the amount paid plus applicable interest and costs in accordance with Business and Professions Code section 6140.5.
2. To Dale Jaques, in the amount of \$1,225.00, plus ten (10) % interest per year from 2008. If the Client Security Fund ("CSF") has reimbursed Francis Mendoza for all or any portion of the principal amount, Respondent must pay restitution to CSF of the amount paid plus applicable interest and costs in accordance with Business and Professions Code section 6140.5.
3. To Jessica Lee, in the amount of \$2,333.36, plus ten (10) % interest per year from 2008. If the Client Security Fund ("CSF") has reimbursed Jessica Lee for all or any portion of the principal amount, Respondent must pay restitution to CSF of the amount paid plus applicable interest and costs in accordance with Business and Professions Code section 6140.5.

(Do not write above this line.)

In the Matter of ALEX CARL HUFANA, #90565	Case number(s): 08-O-10056 & 09-O-12537; Investigation Matter 09-O-11404
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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 Fact, Conclusions of Law and Disposition.

<u>7/5/2010</u> Date	<u>Alex Carl Hufana</u> Respondent's Signature	<u>Alex Carl Hufana</u> Print Name
<u>7/5/2010</u> Date	<u>Mary L. Mucha</u> Respondent's Counsel Signature	<u>Mary L. Mucha</u> Print Name
<u>7/12/2010</u> Date	<u>Margaret P. Warren</u> Deputy Trial Counsel's Signature	<u>Margaret P. Warren</u> Print Name

(Do not write above this line.)

In the Matter of ALEX CARL HUFANA, #90565	Case Number(s): 08-O-10056 & 09-O-12537; Investigation Matter 09-O-11404
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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 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.
- All Hearing dates are vacated.

1. On page 15 of the Stipulation, the interest on the restitution owed should commence on the following dates:

- a. Mendoza June 1, 2007
- b. Jaques March 17, 2009
- c. Lee September 12, 2008.

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 9.18(a), California Rules of Court.)**

Respondent is ordered transferred to involuntary inactive status pursuant to Business and Professions Code section 6007, subdivision (c)(4). Respondent's inactive enrollment will be effective three (3) calendar days after this order is served by mail and will terminate upon the effective date of the Supreme Court's order imposing discipline herein, or as provided for by rule 490(b) of the Rules of Procedure of the State Bar of California, or as otherwise ordered by the Supreme Court pursuant to its plenary jurisdiction.

Date

7/28/10



Judge of the State Bar Court
RICHARD A. HONN

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 July 29, 2010, I deposited a true copy of the following document(s):

STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND
ORDER APPROVING; ORDER OF INVOLUNTARY INACTIVE ENROLLMENT

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:

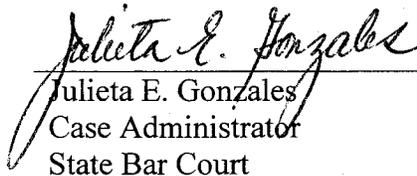
MARY LYNN MUCHA ATTORNEY AT LAW
LA COUNTY BAR ASSN
P O BOX 531968
LOS ANGELES, CA 90053

MARY L MUCHA ATTORNEY AT LAW
1454 WEST 186TH ST
GARDENA, CA 90248

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

Margaret P. Warren, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on July 29, 2010.



Julieta E. Gonzales
Case Administrator
State Bar Court