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State Bar Court of California
Hearing Department
Los Angeles
DISBARMENT

PUBLIC MATTER

<p>Counsel For The State Bar</p> <p>Suzan J. Anderson Supervising Trial Counsel 1149 South Hill Street Los Angeles, California 90015 (213) 765-1209</p> <p>Bar # 160559</p>	<p>Case Number(s):</p> <p>10-O-08867 10-O-08870 10-O-08871 10-O-10178 10-O-10646 10-O-11010 10-O-11235 11-O-10040 11-O-12522</p>	<p>For Court use only</p> <p>FILED DEC 22 2011 STATE BAR COURT CLERK'S OFFICE LOS ANGELES</p>
<p>Counsel For Respondent</p> <p>Paul J. Virgo 9909 Topanga Boulevard Suite 282 Chatsworth, California 91311 (310) 666-9701</p> <p>Bar # 67900</p>	<p>Submitted to: Assigned Judge</p> <p>STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING; ORDER OF INVOLUNTARY INACTIVE ENROLLMENT</p> <p>DISBARMENT</p> <p><input type="checkbox"/> PREVIOUS STIPULATION REJECTED</p>	
<p>In the Matter of: MOHAMED FOUZI HAFFAR</p> <p>Bar # 235731</p> <p>A Member of the State Bar of California (Respondent)</p>		

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 February 23, 2005.
- (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 (34) pages, not including the order.

(Effective January 1, 2011)



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- (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.
- (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 are waived in part as set forth in a separate attachment entitled "Partial Waiver of Costs".
 - Costs are 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 5.111(D)(1).

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.
- (4) **Harm:** Respondent's misconduct harmed significantly a client, the public or the administration of justice. Please see Attachment, page 33.

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- (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. Please see Attachment, page 33.
- (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. Please see Attachment, pages 32-33.
- (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. Please see Attachment, pages 32-33.
- (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.

(Effective January 1, 2011)

Disbarment

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- (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:

Please see Attachment, pages 32-33.

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 _____ 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) **Other:** Restitution - Respondent must make restitution as detailed in the Financial Conditions and the Attachment.

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Attachment language (if any):

Please see Attachment, pages 10 to 33.

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In the Matter of:
MOHAMED FOUZI HAFFAR, 235731

Case Number(s):
10-O-08867, et al.

Financial Conditions

a. Restitution

- Respondent must pay restitution (including the principal amount, plus interest of 10% per annum) to the payee(s) listed below. If the Client Security Fund ("CSF") has reimbursed one or more of the payee(s) for all or any portion of the principal amount(s) listed below, Respondent must also pay restitution to CSF in the amount(s) paid, plus applicable interest and costs.

Payee	Principal Amount	Interest Accrues From
Edward A. Pernal, Jr.	\$3,500	July 9, 2009
Victor Rojas & Rosa Hernandez	\$3,500	December 24, 2008
Pauline McDaniel	\$3,500	April 20, 2010
PLEASE SEE ATTACHMENT PAGE 33 FOR REMAINING RESTITUTION		

- Respondent must pay above-referenced restitution and provide satisfactory proof of payment to the Office of Probation not later than

b. Installment Restitution Payments

- Respondent must pay the above-referenced restitution on the payment schedule set forth below. Respondent must provide satisfactory proof of payment to the Office of Probation with each quarterly probation report, or as otherwise directed by the Office of Probation. No later than 30 days prior to the expiration of the period of probation (or period of reprobation), Respondent must make any necessary final payment(s) in order to complete the payment of restitution, including interest, in full.

Payee/CSF (as applicable)	Minimum Payment Amount	Payment Frequency

- If Respondent fails to pay any installment as described above, or as may be modified by the State Bar Court, the remaining balance is due and payable immediately.

c. Client Funds Certificate

1. If Respondent possesses client funds at any time during the period covered by a required quarterly report, Respondent must file with each required report a certificate from Respondent and/or a certified public accountant or other financial professional approved by the Office of Probation, certifying that:

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- a. Respondent has maintained a bank account in a bank authorized to do business in the State of California, at a branch located within the State of California, and that such account is designated as a "Trust Account" or "Clients' Funds Account";

- b. Respondent has kept and maintained the following:
 - i. A written ledger for each client on whose behalf funds are held that sets forth:
 - 1. the name of such client;
 - 2. the date, amount and source of all funds received on behalf of such client;
 - 3. the date, amount, payee and purpose of each disbursement made on behalf of such client; and,
 - 4. the current balance for such client.
 - ii. a written journal for each client trust fund account that sets forth:
 - 1. the name of such account;
 - 2. the date, amount and client affected by each debit and credit; and,
 - 3. the current balance in such account.
 - iii. all bank statements and cancelled checks for each client trust account; and,
 - iv. each monthly reconciliation (balancing) of (i), (ii), and (iii), above, and if there are any differences between the monthly total balances reflected in (i), (ii), and (iii), above, the reasons for the differences.
- c. Respondent has maintained a written journal of securities or other properties held for clients that specifies:
 - i. each item of security and property held;
 - ii. the person on whose behalf the security or property is held;
 - iii. the date of receipt of the security or property;
 - iv. the date of distribution of the security or property; and,
 - v. the person to whom the security or property was distributed.
- 2. If Respondent does not possess any client funds, property or securities during the entire period covered by a report, Respondent must so state under penalty of perjury in the report filed with the Office of Probation for that reporting period. In this circumstance, Respondent need not file the accountant's certificate described above.
- 3. The requirements of this condition are in addition to those set forth in rule 4-100, Rules of Professional Conduct.

d. Client Trust Accounting School

- Within one (1) year of the effective date of the discipline herein, Respondent must supply to the Office of Probation satisfactory proof of attendance at a session of the Ethics School Client Trust Accounting School, within the same period of time, and passage of the test given at the end of that session.

CONCLUSIONS OF LAW:

By failing to refund any portion of the advanced attorney fees paid by Mr. Pernal as provided in the retainer agreement, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned in willful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

COUNT TWO

Case No. 10-O-08867

FACTS:

6. The allegations of Count One are incorporated by reference.

7. Prior to July 9, 2009, Respondent, through his agent, solicited the representation of Mr. Pernal, with whom Respondent had no family or prior professional relationship, by telephone. In that telephone solicitation, Respondent, through his agent told Mr. Pernal that they had had great success with his mortgage lender and that they were sure they could get a loan modification for him. It was this solicitation and the assurances given by Respondent's agent that caused Mr. Pernal to retain Respondent.

8. Respondent knew or was grossly negligent in not knowing that his agents were soliciting people with whom Respondent had no family or prior professional relationship.

CONCLUSIONS OF LAW:

By soliciting Mr. Pernal's representation, Respondent willfully made a solicitation to a prospective client with whom Respondent had no family or prior professional relationship in willful violation of rule 1-400(C) of the Rules of Professional Conduct.

COUNT THREE

Case No. 10-O-08867

FACTS:

9. The allegations of Count One are incorporated by reference.

10. During the time that Mr. Pernal was represented by Respondent, Mr. Pernal was never able to speak directly with Respondent. All of the information and legal advice that he received from

Respondent's office was given by the non-attorney staff of Respondent. Respondent knew or was grossly negligent in not knowing that his non-attorney staff was giving legal advice to Mr. Pernal.

CONCLUSIONS OF LAW:

By allowing his non-attorney staff to give legal advice to Mr. Pernal, Respondent aided a person or entity in the unauthorized practice of law in willful violation of rule 1-300(C) of the Rules of Professional Conduct.

COUNT FOUR

Case No. 10-O-08870

FACTS:

11. On or about December 24, 2008, Victor Rojas and Rosa Hernandez ("Mr. Rojas and Ms. Hernandez") employed Respondent to provide them legal services in connection with negotiating and obtaining a home mortgage loan modification. On that day Mr. Rojas and Ms. Hernandez paid Respondent \$3,500 in advanced attorney fees.

12. On or about February 20, 2009, Mr. Rojas and Ms. Hernandez paid Respondent an additional \$2,500 in advanced attorney fees for legal services in connection with negotiating and obtaining a home mortgage loan modification on a second property.

13. Respondent failed to provide the legal services necessary to obtain a loan modification for Ms. Rojas and Ms. Hernandez on either property, and failed to perform any other legal services of value for Mr. Rojas and Ms. Hernandez in connection with negotiating and obtaining home mortgage loan modifications.

CONCLUSIONS OF LAW:

By failing to provide any legal services in connection with negotiating and obtaining home mortgage loan modifications or perform any other legal services of value in the representation of Mr. Rojas and Ms. Hernandez, 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.

COUNT FIVE

Case No. 10-O-08870

FACTS:

14. The allegations of Count Four are incorporated by reference.

15. The retainer agreement signed by Mr. Rojas and Ms. Hernandez provided in pertinent part, "Attorney shall refund Client the funds paid as fee's (sic) earned up front if Attorney cannot facilitate a loan workout solution within 365 days of Client signing this agreement and Client provides Attorney with written notice of termination signed by the Client."

16. Respondent did not earn any portion of the fees paid by Mr. Rojas and Ms. Hernandez.

17. In or about early 2010, Mr. Rojas and Ms. Hernandez forwarded written notice of termination to Respondent as required by the retainer agreement since it had been more than 365 days, and demanded the refund of their fees paid to Respondent. Respondent received the letter.

18. To date, Respondent has failed to refund any portion of the advanced attorney fees paid by Mr. Rojas and Ms. Hernandez.

CONCLUSIONS OF LAW:

By failing to refund any portion of the advanced attorney fees paid by Mr. Rojas and Ms. Hernandez as provided in the retainer agreement, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned in willful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

COUNT SIX

Case No. 10-O-08870

FACTS:

19. The allegations of Count Four are incorporated by reference.

20. In or about December 2008, Respondent, through his agent, solicited the representation of Mr. Rojas and Ms. Hernandez, with whom Respondent had no family or prior professional relationship, by telephone. In that telephone solicitation, Respondent, through his agent told Mr. Rojas and Ms. Hernandez that they would guide them through the loan modification process until they were completely

satisfied with the new payments on all of their mortgages. It was this solicitation and assurances given by Respondent's agent that caused Mr. Rojas and Ms. Hernandez to retain Respondent.

21. Respondent knew or was grossly negligent in not knowing that his agents were soliciting people with whom Respondent had no family or prior professional relationship.

CONCLUSIONS OF LAW:

By soliciting Mr. Rojas and Ms. Hernandez's representation, Respondent willfully made a solicitation to a prospective client with whom Respondent had no family or prior professional relationship in willful violation of rule 1-400(C) of the Rules of Professional Conduct.

COUNT EIGHT

Case No. 10-O-08871

FACTS:

22. On or about April 20, 2010, Pauline McDaniel ("Ms. McDaniel") employed Respondent to provide legal services in connection with negotiating and obtaining a home mortgage loan modification. On that same day Ms. McDaniel paid Respondent \$3500 in advanced attorney fees.

23. Respondent failed to provide the legal services necessary to obtain a loan modification for Ms. McDaniel and failed to perform any other legal services of value in connection with negotiating and obtaining a home mortgage loan modification.

CONCLUSIONS OF LAW:

By failing to provide any legal services in connection with negotiating and obtaining a home mortgage loan modification or perform any other legal services of value in the representation of Ms. McDaniel, 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.

COUNT NINE

Case No. 10-O-08871

FACTS:

24. The allegations of Count Eight are incorporated by reference.

25. Respondent did not earn any portion of the \$3,500 advanced attorney fees paid by Ms. McDaniel.

26. On or about July 16, 2010, Ms. McDaniel wrote to Respondent and terminated his services. Ms. McDaniel also demanded the refund of her \$3,500 advanced attorney fee paid to Respondent. Respondent received the letter, but failed to respond and failed to refund the advanced fees to Ms. McDaniel.

27. To date, Respondent has not refunded any portion of the \$5,000 in advanced attorney fees paid by Ms. McDaniel.

CONCLUSIONS OF LAW:

By failing to refund the unearned attorney fees to Ms. McDaniel upon her demand, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned in willful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

COUNT TEN

Case No. 10-O-08871

FACTS:

28. The allegations of Count Eight are incorporated by reference.

29. In or about December 2009, January 2010 and February 2010, Respondent, through his agent, solicited the representation of Ms. McDaniel, with whom Respondent had no family or prior professional relationship, by telephone. In those telephone solicitations, Respondent, through his agent told Ms. McDaniel that her lender would not deal with her as she did not know legally how to deal with them. Ms. McDaniel was repeatedly told by Respondent, through his agent, that she needed Respondent's firm to get her loan modification. These solicitations and assurances caused Ms. McDaniel to retain Respondent.

30. Respondent knew or was grossly negligent in not knowing that his agents were soliciting people with whom Respondent had no family or prior professional relationship.

CONCLUSIONS OF LAW:

By soliciting Ms. McDaniel's representation, Respondent willfully made a solicitation to a prospective client with whom Respondent had no family or prior professional relationship in willful violation of rule 1-400(C) of the Rules of Professional Conduct.

COUNT ELEVEN

Case No. 10-O-08871

FACTS:

31. The allegations of Count Eight are incorporated by reference.

32. Respondent did not fully perform each and every service he had contracted to perform or represented that he would perform for Ms. McDaniel, prior to demanding, charging, collecting or receiving the advanced attorney fees.

CONCLUSIONS OF LAW:

By negotiating, arranging or offering to perform a mortgage loan modification for a fee paid by a borrower, and demanding, charging, collecting and receiving fees from Ms. McDaniel prior to fully performing each and every service he had contracted to perform or represented that he would perform, in violation of subsection (a)(1) of Section 2944.7 of the Civil Code, Respondent willfully violated Business and Professions Code section 6106.3.

COUNT TWELVE

Case No. 10-O-10178

FACTS:

33. In or about March and April 2010, Respondent, through his agent, solicited the representation of Melody Fuller ("Ms. Fuller"), with whom Respondent had no family or prior professional relationship, by telephone. In those telephone solicitations, Respondent, through his agent told Ms. Fuller that they had had great success with mortgage lenders and that they were sure they could get a

loan modification for her. It was this solicitation and the assurances given by Respondent's agent that won her confidence and caused Ms. Fuller to retain Respondent.

34. Respondent knew or was grossly negligent in not knowing that his agents were soliciting people with whom Respondent had no family or prior professional relationship.

CONCLUSIONS OF LAW:

By soliciting Ms. Fuller's representation, Respondent willfully made a solicitation to a prospective client with whom Respondent had no family or prior professional relationship in willful violation of rule 1-400(C) of the Rules of Professional Conduct.

COUNT THIRTEEN

Case No. 10-O-10178

FACTS:

35. The allegations of Count Twelve are incorporated by reference.

36. On or about April 14, 2010, Ms. Fuller employed Respondent to provide legal services in connection with negotiating and obtaining a home mortgage loan modification. On that same day, Ms. Fuller paid Respondent \$1,750 in advanced attorney fees. On or about May 14, 2010, Ms. Fuller paid Respondent an additional \$1,750 in advanced attorney fees. On or about September 4, 2010, Ms. Fuller paid Respondent an additional \$450 in advanced attorney fees and on or about September 16, 2010, she paid Respondent an additional \$495 in advanced attorney fees for a total of \$4,450.

37. Respondent did not fully perform each and every service he had contracted to perform or represented that he would perform for Ms. Fuller, prior to demanding, charging, collecting or receiving the advanced attorney fees.

CONCLUSIONS OF LAW:

By negotiating, arranging or offering to perform a mortgage loan modification for a fee paid by a borrower, and demanding, charging, collecting and receiving fees from Ms. Fuller prior to fully performing each and every service he had contracted to perform or represented that he would perform, in violation of subsection (a)(1) of Section 2944.7 of the Civil Code, Respondent willfully violated Business and Professions Code section 6106.3.

COUNT FOURTEEN

Case No. 10-O-10178

FACTS:

38. The allegations of Count Twelve are incorporated by reference.

39. During the time that Ms. Fuller was represented by Respondent, Ms. Fuller was never able to speak directly with Respondent. All of the information and legal advice that she received from Respondent's office was given by the non-attorney staff of Respondent. Respondent knew or was grossly negligent in not knowing that his non-attorney staff was giving legal advice to Ms. Fuller

CONCLUSIONS OF LAW:

By allowing his non-attorney staff to give legal advice to Ms. Fuller, Respondent aided a person or entity in the unauthorized practice of law in willful violation of rule 1-300(A) of the Rules of Professional Conduct.

COUNT FIFTEEN

Case No. 10-O-10646

FACTS:

40. On or about June 1, 2010, Evelyn Aranda ("Ms. Aranda") employed Respondent to provide legal services in connection with negotiating and obtaining a home mortgage loan modification. On or about June 3, 2010, Ms. Aranda paid Respondent \$1750 in advanced attorney fees and on or about June 8, 2010, Ms. Aranda paid Respondent another \$1750 in advanced attorney fees.

41. Respondent failed to provide the legal services necessary to obtain a loan modification for Ms. Aranda and failed to perform any other legal services of value in connection with negotiating and obtaining a home mortgage loan modification.

CONCLUSIONS OF LAW:

By failing to provide any legal services in connection with negotiating and obtaining a home mortgage loan modification or perform any other legal services of value in the representation of Ms. Aranda, 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.

COUNT SIXTEEN

Case No. 10-O-10646

FACTS:

42. The allegations of Count Fifteen are incorporated by reference.

43. Respondent did not earn any portion of the \$3,500 advanced attorney fees paid by Ms. Aranda.

44. On or about October 18, 2010, after Ms. Aranda received the Notice of Default from her mortgage lender, she terminated Respondent's services. Ms. Aranda also demanded the refund of her \$3,500 advanced attorney fee paid to Respondent. Respondent received the demand, but failed to respond and failed to refund the advanced fees to Ms. Aranda.

45. To date, Respondent has not refunded any portion of the \$5,000 in advanced attorney fees paid by Ms. Aranda.

CONCLUSIONS OF LAW:

By failing to refund the unearned attorney fees to Ms. Aranda upon her demand, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned in willful violation of rule 3-700(D)(2).

COUNT SEVENTEEN

Case No. 10-O-10646

FACTS:

46. The allegations of Count Fifteen are incorporated by reference.

47. In or about June 2010, Respondent, through his agent, solicited the representation of Ms. Aranda, with whom Respondent had no family or prior professional relationship, by telephone. In those telephone solicitations, Respondent, through his agent told Ms. Aranda that she definitely qualified for a home loan modification. It was this solicitation and the assurances given by Respondent's agent that caused Ms. Aranda to retain Respondent.

48. Respondent knew or was grossly negligent in not knowing that his agents were soliciting people with whom Respondent had no family or prior professional relationship.

CONCLUSIONS OF LAW:

By soliciting Ms. Aranda's representation, Respondent willfully made a solicitation to a prospective client with whom Respondent had no family or prior professional relationship in willful violation of rule 1-400(C) of the Rules of Professional Conduct.

COUNT EIGHTEEN

Case No. 10-O-10646

FACTS:

49. The allegations of Count Fifteen are incorporated by reference.

50. Respondent did not fully perform each and every service he had contracted to perform or represented that he would perform for Ms. Aranda, prior to demanding, charging, collecting or receiving the advanced attorney fees.

CONCLUSIONS OF LAW:

By negotiating, arranging or offering to perform a mortgage loan modification for a fee paid by a borrower, and demanding, charging, collecting and receiving fees from Ms. Aranda prior to fully performing each and every service he had contracted to perform or represented that he would perform, in violation of subsection (a)(1) of Section 2944.7 of the Civil Code, Respondent willfully violated Business and Professions Code section 6106.3.

COUNT NINETEEN

Case No. 10-O-10646

FACTS:

51. The allegations of Count Fifteen are incorporated by reference.

52. During the time that Ms. Aranda was represented by Respondent, Ms. Aranda was never able to speak directly with Respondent. All of the information and legal advice that she received from Respondent's office was given by the non-attorney staff of Respondent. Respondent knew or was grossly negligent in not knowing that his non-attorney staff was giving legal advice to Ms. Aranda.

CONCLUSIONS OF LAW:

By allowing his non-attorney staff to give legal advice to Ms. Aranda, Respondent aided a person or entity in the unauthorized practice of law in willful violation of rule 1-300(A) of the Rules of Professional Conduct.

COUNT TWENTY-ONE

Case No. 10-O-11010

FACTS:

53. In or about April 2010, Chris and Kim Delhonte (“Mr. and Mrs. Delhonte”) employed Respondent to provide legal services in connection with negotiating and obtaining a home mortgage loan modification. On or about April 6, 2010, Mr. and Mrs. Delhonte paid Respondent \$1750 in advanced attorney fees and on or about May 6, 2010, Mr. and Mrs. Delhonte paid Respondent another \$1750 in advanced attorney fees.

54. Respondent failed to provide the legal services necessary to obtain a loan modification for Mr. and Mrs. Delhonte and failed to perform any other legal services of value in connection with negotiating and obtaining a home mortgage loan modification.

CONCLUSIONS OF LAW:

By failing to provide any legal services in connection with negotiating and obtaining a home mortgage loan modification or perform any other legal services of value in the representation of Mr. and Mrs. Delhonte, 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.

COUNT TWENTY-TWO

Case No. 10-O-11010

FACTS:

55. The allegations of Count Twenty-one are incorporated by reference.

56. Respondent did not earn any portion of the \$3,500 advanced attorney fees paid by Mr. and Mrs. Delhonte.

57. On or about January 24, 2011, Mr. and Mrs. Delhonte terminated Respondent's services and also demanded the refund of their \$3,500 advanced attorney fee paid to Respondent. Respondent received the demand, but failed to respond and failed to refund the advanced fees to Mr. and Mrs. Delhonte.

58. To date, Respondent has not refunded any portion of the \$5,000 in advanced attorney fees paid by Mr. and Ms. Delhonte.

CONCLUSIONS OF LAW:

By failing to refund the unearned attorney fees to Mr. and Mrs. Delhonte upon their demand, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned in willful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

COUNT TWENTY-THREE

Case No. 10-O-11010

FACTS:

59. The allegations of Count Twenty-one are incorporated by reference.

60. In or about March 2010, Respondent, through his agent, solicited the representation of Mr. and Mrs. Delhonte, with whom Respondent had no family or prior professional relationship, by telephone. In those telephone solicitations, Respondent, through his agent told Mr. and Mrs. Delhonte that they definitely qualified for a home loan modification and Respondent's office could get their monthly payment lowered and obtain a 3% interest rate on their loan. It was this solicitation and the assurances given by Respondent's agent that caused Mr. and Mrs. Delhonte to retain Respondent.

61. Respondent knew or was grossly negligent in not knowing that his agents were soliciting people with whom Respondent had no family or prior professional relationship.

CONCLUSIONS OF LAW:

By soliciting Mr. and Mrs. Delhonte's representation, Respondent willfully made a solicitation to a prospective client with whom Respondent had no family or prior professional relationship in willful violation of rule 1-400(C) of the Rules of Professional Conduct.

COUNT TWENTY-FOUR

Case No. 10-O-11010

FACTS:

62. The allegations of Count Twenty-one are incorporated by reference.

63. Respondent did not fully perform each and every service he had contracted to perform or represented that he would perform for Mr. and Mrs. Delhonte, prior to demanding, charging, collecting or receiving the advanced attorney fees.

CONCLUSIONS OF LAW:

By negotiating, arranging or offering to perform a mortgage loan modification for a fee paid by a borrower, and demanding, charging, collecting and receiving fees from Mr. and Mrs. Delhonte prior to fully performing each and every service he had contracted to perform or represented that he would perform, in violation of subsection (a)(1) of Section 2944.7 of the Civil Code, Respondent willfully violated Business and Professions Code section 6106.3.

COUNT TWENTY-FIVE

Case No. 10-O-11010

FACTS:

64. The allegations of Count Twenty-one are incorporated by reference.

65. During the time that Mr. and Mrs. Delhonte were represented by Respondent, Mr. and Mrs. Delhonte were never able to speak directly with Respondent. All of the information and legal advice that they received from Respondent's office was given by the non-attorney staff of Respondent. Respondent knew or was grossly negligent in not knowing that his non-attorney staff was giving legal advice to Mr. and Mrs. Delhonte.

CONCLUSIONS OF LAW:

By allowing his non-attorney staff to give legal advice to Mr. and Mrs. Delhonte, Respondent aided a person or entity in the unauthorized practice of law in willful violation of rule 1-300(A) of the Rules of Professional Conduct.

COUNT TWENTY-SEVEN

Case No. 10-O-11235

FACTS:

66. In or about March, 2009, Alis Bonyad (“Ms. Bonyad”) employed Respondent to provide legal services in connection with negotiating and obtaining a home mortgage loan modification. Ms. Bonyad paid Respondent a total of \$8200 in advanced attorney fees.

67. Respondent failed to provide the legal services necessary to obtain a loan modification for Ms. Bonyad and failed to perform any other legal services of value in connection with negotiating and obtaining a home mortgage loan modification.

CONCLUSIONS OF LAW:

By failing to provide any legal services in connection with negotiating and obtaining a home mortgage loan modification or perform any other legal services of value in the representation of Ms. Bonyad, 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.

COUNT TWENTY-EIGHT

Case No. 10-O-11235

FACTS:

68. The allegations of Count Twenty-seven are incorporated by reference.

69. Respondent did not earn any portion of the \$8,200 advanced attorney fees paid by Ms. Bonyad.

70. In or about October 2010, Ms. Bonyad terminated Respondent’s services and demanded the refund of her \$8,200 advanced attorney fee paid to Respondent. Respondent received the demand, but failed to respond and failed to refund the advanced fees to Ms. Bonyad.

71. To date, Respondent has not refunded any portion of the \$8,200 in advanced attorney fees paid by Ms. Bonyad.

CONCLUSIONS OF LAW:

By failing to refund the unearned attorney fees to Ms. Bonyad upon her demand, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned in willful violation of rule 3-700(D)(2).

COUNT TWENTY-NINE

Case No. 10-O-11235

FACTS:

72. The allegations of Count Twenty-seven are incorporated by reference.

73. In or about January 2009, Respondent, through his agent, solicited the representation of Ms. Bonyad, with whom Respondent had no family or prior professional relationship, by telephone. In those telephone solicitations, Respondent, through his agent told Ms. Bonyad that she definitely qualified for a home loan modification, that they could reduce the principal of the mortgage to the current market value and reduce the interest rate to 3%. It was these solicitations and the assurances given by Respondent's agent that caused Ms. Bonyad to retain Respondent.

CONCLUSIONS OF LAW:

By soliciting Ms. Bonyad's representation, Respondent willfully made a solicitation to a prospective client with whom Respondent had no family or prior professional relationship in willful violation of rule 1-400(C) of the Rules of Professional Conduct.

COUNT THIRTY

Case No. 10-O-11235

FACTS:

74. The allegations of Count Twenty-seven are incorporated by reference.

75. During the time that Ms. Bonyad was represented by Respondent, Ms. Bonyad was never able to speak directly with Respondent. All of the information and legal advice that she received from Respondent's office was given by the non-attorney staff of Respondent. Respondent knew or was grossly negligent in not knowing that his non-attorney staff was giving legal advice to Ms. Bonyad.

CONCLUSIONS OF LAW:

By allowing his non-attorney staff to give legal advice to Ms. Bonyad, Respondent aided a person or entity in the unauthorized practice of law in willful violation of rule 1-300(A) of the Rules of Professional Conduct.

COUNT THIRTY-TWO

Case No. 11-O-10040

FACTS:

76. On or about February 10, 2010, Mayra Gudiel (“Ms. Gudiel”) employed Respondent to provide legal services in connection with negotiating and obtaining a home mortgage loan modification. On or about February 10, 2010, Ms. Gudiel paid Respondent \$1750 in advanced attorney fees, on or about July 10, 2010, Ms. Gudiel paid Respondent another \$1750 in advanced attorney fees, and on or about October 15, 2010, Mr. Gudiel paid Respondent another \$595 in advanced attorney fees.

77. Respondent failed to provide the legal services necessary to obtain a loan modification for Ms. Gudiel and failed to perform any other legal services of value in connection with negotiating and obtaining a home mortgage loan modification.

CONCLUSIONS OF LAW:

By failing to provide any legal services in connection with negotiating and obtaining a home mortgage loan modification or perform any other legal services of value in the representation of Ms. Gudiel, 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.

COUNT THIRTY-THREE

Case No. 11-O-10040

FACTS:

78. The allegations of Count Thirty-two are incorporated by reference.

79. Respondent did not earn any portion of the \$4,095 advanced attorney fees paid by Ms. Gudiel.

80. In or about late October 2010, after Ms. Gudiel's home was sold at a foreclosure sale, she terminated Respondent's services. Ms. Gudiel also demanded the refund of her \$4,095 advanced attorney fee paid to Respondent. Respondent received the demand, but failed to respond and failed to refund the advanced fees to Ms. Gudiel.

81. To date, Respondent has not refunded any portion of the \$4,095 in advanced attorney fees paid by Ms. Gudiel.

CONCLUSIONS OF LAW:

By failing to refund the unearned attorney fees to Ms. Gudiel upon her demand, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned in willful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

COUNT THIRTY-FOUR

Case No. 11-O-10040

FACTS:

82. The allegations of Count Thirty-two are incorporated by reference.

83. In or about June 2010, Respondent, through his agent, solicited the representation of Ms. Gudiel, with whom Respondent had no family or prior professional relationship, by telephone. In those telephone solicitations, Respondent, through his agent told Ms. Gudiel that she definitely qualified for a home loan modification and they could lower her monthly payments by at least \$300. It was this solicitation and the assurances given by Respondent's agent that caused Ms. Gudiel to retain Respondent.

84. Respondent knew or was grossly negligent in not knowing that his agents were soliciting people with whom Respondent had no family or prior professional relationship.

CONCLUSIONS OF LAW:

By soliciting Ms. Gudiel's representation, Respondent willfully made a solicitation to a prospective client with whom Respondent had no family or prior professional relationship in willful violation of rule 1-400(C) of the Rules of Professional Conduct.

COUNT THIRTY-FIVE

Case No. 11-O-10040

FACTS:

85. The allegations of Count Thirty-two are incorporated by reference.

86. Respondent did not fully perform each and every service he had contracted to perform or represented that he would perform for Ms. Gudiel, prior to demanding, charging, collecting or receiving the advanced attorney fees.

CONCLUSIONS OF LAW:

By negotiating, arranging or offering to perform a mortgage loan modification for a fee paid by a borrower, and demanding, charging, collecting and receiving fees from Ms. Gudiel prior to fully performing each and every service he had contracted to perform or represented that he would perform, in violation of subsection (a)(1) of Section 2944.7 of the Civil Code, Respondent willfully violated Business and Professions Code section 6106.3.

COUNT THIRTY-SIX

Case No. 11-O-10040

FACTS:

87. The allegations of Count Thirty-two are incorporated by reference.

88. During the time that Ms. Gudiel was represented by Respondent, Ms. Gudiel was never able to speak directly with Respondent. All of the information and legal advice that she received from Respondent's office was given by the non-attorney staff of Respondent. Respondent knew or was grossly negligent in not knowing that his non-attorney staff was giving legal advice to Ms. Gudiel.

CONCLUSIONS OF LAW:

By allowing his non-attorney staff to give legal advice to Ms. Gudiel, Respondent aided a person or entity in the unauthorized practice of law in willful violation of rule 1-300(A) of the Rules of Professional Conduct.

COUNT THIRTY-EIGHT

Case No. 11-O-12522

FACTS:

89. On or about July 21, 2010, Torri Bonam ("Ms. Bonam") employed Respondent to provide legal services in connection with negotiating and obtaining two home mortgage loan modifications. On or about July 8, 2010, Ms. Bonam paid Respondent \$3,250 in advanced attorney fees and on or about November 22, 2010, Ms. Bonam paid Respondent another \$1,625 in advanced attorney fees.

90. Respondent failed to provide the legal services necessary to obtain the loan modifications for Ms. Bonam and failed to perform any other legal services of value in connection with negotiating and obtaining the home mortgage loan modifications.

CONCLUSIONS OF LAW:

By failing to provide any legal services in connection with negotiating and obtaining the home mortgage loan modifications or perform any other legal services of value in the representation of Ms. Bonam, 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.

COUNT THIRTY-NINE

Case No. 11-O-12522

FACTS:

91. The allegations of Count Thirty-eight are incorporated by reference.

92. Respondent did not earn any portion of the \$4,875 advanced attorney fees paid by Ms. Bonam.

93. In or about December 2010, after Ms. Bonam learned from her mortgage lender that it was not possible to obtain a loan modification for her second property, she terminated Respondent's services. Ms. Bonam also demanded the refund of her \$4,875 advanced attorney fee paid to Respondent. Respondent received the demand, but failed to respond and failed to refund the advanced fees to Ms. Bonam.

94. To date, Respondent has not refunded any portion of the \$4,875 in advanced attorney fees paid by Ms. Bonam.

CONCLUSIONS OF LAW:

By failing to refund the unearned attorney fees to Ms. Bonam upon her demand, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned in willful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

COUNT FORTY

Case No. 11-O-12522

FACTS:

95. The allegations of Count Thirty-seven are incorporated by reference.

96. Respondent did not fully perform each and every service he had contracted to perform or represented that he would perform for Ms. Bonham, prior to demanding, charging, collecting or receiving the advanced attorney fees.

CONCLUSIONS OF LAW:

By negotiating, arranging or offering to perform a mortgage loan modification for a fee paid by a borrower, and demanding, charging, collecting and receiving fees from Ms. Bonham prior to fully performing each and every service he had contracted to perform or represented that he would perform, in violation of subsection (a)(1) of Section 2944.7 of the Civil Code, Respondent willfully violated Business and Professions Code section 6106.3.

COUNT FORTY-ONE

Case No. 11-O-12522

FACTS:

97. The allegations of Count Thirty-seven are incorporated by reference.

98. During the time that Ms. Bonham was represented by Respondent, Ms. Bonham was never able to speak directly with Respondent. All of the information and legal advice that she received from

Respondent's office was given by the non-attorney staff of Respondent. Respondent knew or was grossly negligent in not knowing that his non-attorney staff was giving legal advice to Ms. Bonham.

CONCLUSIONS OF LAW:

By allowing his non-attorney staff to give legal advice to Ms. Bonham, Respondent aided a person or entity in the unauthorized practice of law in willful violation of rule 1-300(A) of the Rules of Professional Conduct.

COUNT FORTY-TWO

Case No. 10-O-08867, 10-O-08870, 10-O-08871, 10-O-10178, 10-O-10646, 10-O-11010, 10-O-11235, 10-O-10040, 11-O-12522

FACTS:

99. The allegations of all previous Counts in this Notice of Disciplinary Charges are incorporated by reference.

100. Michael Nazarinia ("Mr. Nazarinia"), a non-attorney, is the Treasurer, Director and President of R.E.S.T. Report Matters Inc. (REST), which is comprised of non-attorneys that provide loan modification processing services and administrative support services.

101. On or about November 1, 2008, Respondent and Mr. Nazarinia entered into an agreement to provide legal services with respect to home mortgage loan modifications. Respondent would pay Mr. Nazarinia from the fees collected from the loan modifications clients that signed up with Respondent after solicitation from REST employees. Mr. Nazarinia and REST would provide the loan modification servicing to Respondent's clients.

102. Respondent provided his retainer agreement to Mr. Nazarinia for its use in signing up new loan modification clients. Respondent's retainer agreement was entitled, "LIMITED SCOPE REPRESENTATION AGREEMENT FOR LEGAL SERVICES" and was printed on Haffar and Associates stationary. The agreement stated, among other things, that Respondent "will provide legal services to ("Client")," that Respondent "agrees to negotiate on behalf of Client a modification of Client's existing loan . . ." and that client shall pay attorney's fees upon signing the agreement.

CONCLUSIONS OF LAW:

By entering into a agreement with Mr. Nazarinia whereby REST would solicit and provide loan modification services to Respondent's clients, and by providing his name as attorney for use by Mr.

Nazarinia and REST including his retainer agreement Respondent formed a partnership with a person who is not a lawyer where at least one of the activities of that partnership consisted of the practice of law in willful violation of rule 1-310 of the Rules of Professional Conduct.

DISMISSALS.

The parties respectfully request the Court to dismiss the following alleged violations in the interest of justice:

<u>Case No.</u>	<u>Count</u>	<u>Alleged Violation</u>
10-O-08870	7	Business and Professions Code section 6068(i)
10-O-10646	20	Business and Professions Code section 6068(i)
10-O-11010	26	Business and Professions Code section 6068(i)
10-O-11235	31	Business and Professions Code section 6068(i)
11-O-10040	37	Business and Professions Code section 6068(i)
10-O-08867, et al.	43	Business and Professions Code section 6106

PENDING PROCEEDINGS.

The disclosure date referred to, on page 2, paragraph A(7), was November 7, 2011.

COSTS OF DISCIPLINARY PROCEEDINGS.

Respondent acknowledges that the Office of the Chief Trial Counsel has informed respondent that as of November 7, 2011, the estimated prosecution costs in this matter are \$10,405.00. 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.

FACTORS IN MITIGATION

Respondent displayed candor and cooperation with the State Bar throughout these investigations and in resolving this matter without trial.

If Respondent were to testify as to mitigation, Respondent would so state:

I only started practicing law in 2008 and found myself in over my head with the loan modification practice. Accordingly, in August 2010 I stopped taking new loan modification cases due to problems I was experiencing in my office and problems we were experiencing with the lenders. I exhausted all of my financial resources in trying to obtain loan modifications for my clients.

I was also diagnosed with ADD in March 2009 by Dr. Gilbert Lee in San Diego. Dr. Lee prescribed two separate medications. The meds were \$178 per prescription and I did not have insurance that covered the meds. I was directing all of my funds to pay for loan mod workouts. Whatever was left was sent to family in the Middle East. I stopped taking my meds around the end of July 2010 because I could no longer afford them.

As a condition to marrying my wife, I was required to obtain Syria citizenship and complete my wife's Visa paperwork. During 2010, I travelled to Syria on 7 occasions to meet with Syrian government officials and lawyers in order to prove my Syrian Citizenship Petition and status. I was also required to join my wife for many appointments related to her K-1 Visa status.

FACTORS IN AGGRAVATION

Respondent's clients were harmed by the above-described misconduct. The clients hired Respondent to assist them with their loan modifications because they were financially distressed. Thus, the loss of the use of the money they paid to Respondent for services that were not or could not be performed caused harm to Respondent's clients.

RESTITUTION

Respondent must pay restitution (including principal amount, plus interest of 10% per annum) to the payees listed below. If the Client Security Fund ("CSF") has reimbursed one or more of the payees for all or any portion of the principal amounts listed below, Respondent must also pay restitution to CSF in the amounts paid, plus applicable interest and costs.

PAYEE	PRINCIPAL AMOUNT	INTEREST ACCRUES FROM
Melody Fuller	\$4,450	September 15, 2010
Evelyn Aranda	3,500	June 8, 2010
Chris & Kim Delhonte	3,500	May 6, 2010
Alis Bonyad	8,200	March 2009
Mayra Gudiel	3,695	October 15, 2010
Torri Bonam	4,875	November 22, 2010

DISCUSSION RE STIPULATED DISCIPLINE

Standard 1.3 of the *Standards For Attorney Sanctions For Professional Misconduct* provides that the primary purpose of discipline is the protection of the public, the courts and legal profession; maintenance of high professional standards; and the preservation of public confidence in the legal profession.

Standard 1.6 provides that if there are two or more acts of professional misconduct, the sanction imposed shall be the more or most severe of the different applicable sanctions.

Standard 2.4(a) states that disbarment is the appropriate discipline for culpability of a pattern of willfully failing to perform services demonstrating the member's abandonment of the causes in which he was retained.

The parties submit that the stipulated discipline in this matter complies with the Standards both specifically and with regard to the general purposes and goals of the disciplinary process.

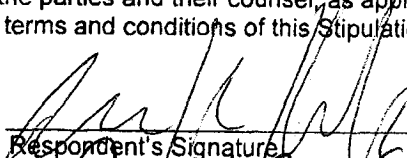
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In the Matter of: MOHAMED FOUZI HAFFAR, 235731	Case number(s): 10-O-08867, et al.
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SIGNATURE OF THE PARTIES

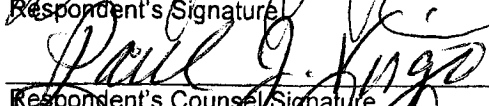
By their signatures below, the parties and their counsel, as applicable, signify their agreement with each of the recitations and each of the terms and conditions of this Stipulation Re Facts, Conclusions of Law, and Disposition.

11-17-2011
Date


Respondent's Signature

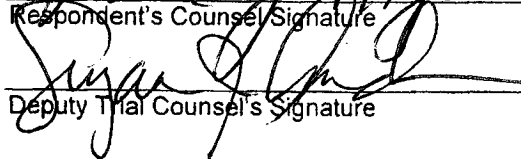
MOHAMED FOUZI HAFFAR
Print Name

11/18/2011
Date


Respondent's Counsel Signature

PAUL J. VIRGO
Print Name

11/22/2011
Date


Deputy Trial Counsel's Signature

SUZAN J. ANDERSON
Print Name

(Do not write above this line.)

In the Matter of MOHAMED FOUZI HAFFAR	Case Number(s): 10-O-08867 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 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.

SEE ATTACHMENT TO DISBARMENT ORDER

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 **MOHAMED FOUZI HAFFAR** 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.

12-22-11
Date


Judge of the State Bar Court

ATTACHMENT TO DISBARMENT ORDER

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

1. On page 15 of the stipulation, in numbered paragraph 27, "\$5,000" is deleted, and in its place is inserted "3,500";
2. On page 19 of the stipulation, in numbered paragraph 45, "\$5,000" is deleted, and in its place is inserted "3,500";
3. On page 22 of the stipulation, in numbered paragraph 58, "\$5,000" is deleted, and in its place is inserted "3,500";
4. On page 30 of the stipulation, in numbered paragraph 95, "Count Thirty-seven" is deleted, and in its place is inserted "Count Thirty-Eight";
5. On page 30 of the stipulation, in numbered paragraph 97, "Count Thirty-seven" is deleted, and in its place is inserted "Count Thirty-Eight"; and
6. On page 33 of the stipulation, in the paragraph under "RESTITUTION," line one, "Respondent must pay" is deleted, and in its place is inserted "In addition to the payees listed on page seven SEE ATTACHMENT ".

CERTIFICATE OF SERVICE

[Rules Proc. of State Bar; Rule 5.27(B); 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 December 22, 2011, 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:

PAUL JEAN VIRGO
9909 TOPANGA BLVD #282
CHATSWORTH, CA 91311

by certified mail, No. , with return receipt requested, through the United States Postal Service at , California, addressed as follows:

by overnight mail at , California, addressed as follows:

by fax transmission, at fax number . No error was reported by the fax machine that I used.

By personal service by leaving the documents in a sealed envelope or package clearly labeled to identify the attorney being served with a receptionist or a person having charge of the attorney's office, addressed as follows:

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

Suzan J. Anderson, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on December 22, 2011.



Cristina Potter
Case Administrator
State Bar Court