

# PUBLIC MATTER

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State Bar Court of California Hearing Department		
PROGRAM FOR RESPONDENTS WITH SUBSTANCE ABUSE OR MENTAL HEALTH ISSUES		
Counsel For The State Bar CHARLES A. MURRAY Deputy Trial Counsel 1149 South Hill Street Los Angeles, California 90015 Bar # 146069 Tel: (213) 765-1236	Case Number (s)  04-O-10977; 04-O-11765; 04-O-14691; 04-O-15317; 05-O-00192; 05-O-01256; 05-O-02244	(for Court's use)  <b>FILED</b>  MAY 06 2009 <i>sec</i>  STATE BAR COURT CLERK'S OFFICE LOS ANGELES
Counsel For Respondent ARTHUR L. MARGOLIS Margolis & Margolis LLP 2000 Riverside Drive Los Angeles, California 90039 Bar # 57703 Tel: (323) 953-8996	Submitted to: Program Judge	
In the Matter Of:  SAYEH AYAZI KHOEI  Bar # 153814  A Member of the State Bar of California (Respondent)	<b>STIPULATION RE FACTS AND CONCLUSIONS OF LAW</b>  <input type="checkbox"/> 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 July 30, 1991.
- (2) The parties agree to be bound by the factual stipulations contained herein even if conclusions of law or disposition (to be attached separately) are rejected or changed by the Supreme Court. However, if Respondent is not accepted into the Lawyer Assistance Program, this stipulation will be rejected and will not be binding on the Respondent or the State Bar.
- (3) All investigations or proceedings listed by case number in the caption of this stipulation are entirely resolved by this stipulation and are deemed consolidated, except for Probation Revocation proceedings. Dismissed charge(s)/count(s) are listed under "Dismissals." The stipulation consists of 14 pages, excluding the order.
- (4) A statement of acts or omissions acknowledged by Respondent as cause or causes for discipline is included under "Facts." -See Attachment
- (5) Conclusions of law, drawn from and specifically referring to the facts are also included under "Conclusions of Law". -See Attachment
- (6) No more than 30 days prior to the filing of this stipulation, Respondent has been advised in writing of any pending investigation/proceeding not resolved by this stipulation, except for criminal investigations.
- (7) Payment of Disciplinary Costs—Respondent acknowledges the provisions of Bus. & Prof. Code §§6086.10 & 6140.7 and will pay timely any disciplinary costs imposed in this proceeding.

(Stipulation form approved by SBC Executive Committee 9/18/2002. Rev. 12/16/2004; 12/13/2006.)

Program

(Printed: 100207)



**B. Aggravating Circumstances [for definition, see Standards for Attorney Sanctions for Professional Misconduct, standard 1.2(b)]. Facts supporting aggravating circumstances are required.**

- (1)  **Prior record of discipline** [see standard 1.2(f)]
  - (a)  State Bar Court case # of prior case
  - (b)  Date prior discipline effective
  - (c)  Rules of Professional Conduct/ State Bar Act violations:
  - (d)  Degree of prior discipline
  - (e)  If Respondent has two or more incidents of prior discipline, use space provided below:
  
- (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. *See page 12*
  
- (4)  **Harm:** Respondent's misconduct harmed significantly a client, the public or the administration of justice. *See page 12.*
  
- (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.~~ *See page 12.*
  
- (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. *See page 12*
  
- (2)  **No Harm:** Respondent did not harm the client or person who was the object of the misconduct.

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- (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. *see page 12.*
- (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 \$        o n        i n restitution to        without the threat or force of disciplinary, civil or criminal proceedings.
- (6)  **Delay:** These disciplinary proceedings were excessively delayed. The delay is not attributable to Respondent and the delay prejudiced him/her.
- (7)  **Good Faith:** Respondent acted in good faith.
- (8)  **Emotional/Physical Difficulties:** At the time of the stipulated act or acts of professional misconduct Respondent suffered extreme emotional difficulties or physical disabilities which expert testimony would establish was directly responsible for the misconduct. The difficulties or disabilities were not the product of any illegal conduct by the member, such as illegal drug or substance abuse, and Respondent no longer suffers from such difficulties or disabilities.
- (9)  **Severe Financial Stress:** At the time of the misconduct, Respondent suffered from severe financial stress which resulted from circumstances not reasonably foreseeable or which were beyond his/her control and which were directly responsible for the misconduct.
- (10)  **Family Problems:** At the time of the misconduct, Respondent suffered extreme difficulties in his/her personal life which were other than emotional or physical in nature.
- (11)  **Good Character:** Respondent's good character is attested to by a wide range of references in the legal and general communities who are aware of the full extent of his/her misconduct.
- (12)  **Rehabilitation:** Considerable time has passed since the acts of professional misconduct occurred followed by convincing proof of subsequent rehabilitation.
- (13)  **No mitigating circumstances** are involved.

**Additional mitigating circumstances:**

**ADP STIPULATION**  
**RE FACTS & CONCLUSIONS OF LAW**

IN THE MATTER OF:        SAYEH A. KHOEI, Bar No. 153814

CASE NUMBER(S):        04-O-10977; 04-O-11765; 04-O-14691  
                                 04-O-15317; 05-O-00192; 05-O-01256; 05-O-02244

**PENDING PROCEEDINGS.**

The disclosure date, referred to on page 1, item A.(6), was October 27, 2008.

**STIPULATION AS TO FACTS AND CONCLUSIONS OF LAW.**

Respondent admits that the following facts are true and that she is culpable of violations of the specified statues and/or Rules of Professional Conduct, or that she has otherwise committed acts of misconduct warranting discipline, as follows:

**Case No. 04-O-10977**

**FACTS:**

1. On September 2, 2001, Saideh Zivari ("Zivari") suffered personal injury in an accident at the residence of her son. Thereafter, in September 2001, Respondent was approached by her assistant to represent Zivari for her injuries. Her assistant told Respondent that Zivari was the mother of one of his friends and asked Respondent to look at the file. Respondent agreed to review the Zivari file, including Zivari's description of what had happened and some medical bills that were provided. Respondent delegated communication with Zivari to her assistant. Her assistant informed Zivari that Respondent was representing her. Zivari reasonably concluded that Respondent represented her in this matter.

2. Respondent contacted Zivari's doctor, obtained other information from Respondent's assistant about the Zivari matter, and performed initial investigation and analysis of the matter. Sometime in October 2001, Respondent determined that she would not represent Zivari further and instructed her assistant to prepare and send a letter to Zivari to inform her of that decision. Her assistant did not do this and Respondent did not verify or follow up to see that this was done.

3. On October 26, 2001, the insurance company claims representative took a recorded statement at the Respondent's law office of Zivari regarding the accident. Respondent's assistant was present during the taking of the recorded statement and represented himself in the recording as an attorney working for Respondent as Zivari's attorney. However, the assistant was not then and has not ever been an attorney. Respondent was not present at the taking of this recorded statement and did not know that her assistant was representing himself as an attorney working for Respondent.

4. Between January 29, 2002 and June 17, 2002, the defendant's insurance company, Safeco Insurance ("Safeco"), mailed three letters to Respondent via the United States Postal Service, first class postage prepaid, in a sealed envelope properly addressed to Respondent at her

official State Bar membership records address and were not returned as undeliverable. In each of the letters, Safeco requested that Respondent provide it with an update on the status of Zivari's injuries. During this time Respondent had delegated to her assistant the responsibility for management of her mail. No response was made to the letters.

5. In 2001 and 2002, Respondent had delegated to assistant the responsibility for *management of her telephone calls*. Zivari attempted to reach Respondent by telephone for information regarding the status of her matter. No response was made to the telephone calls.

6. On September 2, 2002, the statute of limitations ran on Zivari's personal injury claim without Respondent or anyone else filing a complaint on behalf of Zivari. As a result, Zivari's claim became time-barred by the statute of limitations.

7. After the statute of limitations had run without a complaint being filed and after she was unable to contact Respondent, Zivari sought representation of another attorney. This second attorney sought Zivari's file from Respondent's office and was told the file was lost so no file could be turned over to the second attorney.

8. Zivari subsequently discovered that her claim had become time-barred by the statute of limitations and hired a third attorney to represent her in an action against Respondent for Malpractice and Breach of Fiduciary Duty. Respondent answered the complaint but then discontinued participation in the matter, including failing to appear for an arbitration of the matter. As a result, an award was determined against Respondent and in the favor of Zivari in the sum of \$64,500.

9. On March 14, 2005, based upon the arbitration award, a court judgment was entered in favor of Zivari and against Respondent in the Malpractice and Breach of Fiduciary Duty action in the sum of \$64,500. Respondent did not appeal the judgment.

10. Respondent did not report the entry of the malpractice judgment to the State Bar.

11. Respondent has not paid the judgment.

#### **CONCLUSIONS OF LAW:**

12. By Respondent failing to supervise her assistant, resulting in her failure to respond to letters from Safeco, her failure to return telephone calls to the client, her failure to inform the client that she would not be representing her, Respondent failed to perform adequate legal services on behalf of Zivari and thereby intentionally, recklessly or repeatedly failed to perform legal services with competence in wilful violation of Rules of Professional Conduct, rule 3-110(A).

13. By failing to report the entry of the judgment against her in the Malpractice and Breach of Fiduciary Duty action brought by Zivari against her, Respondent wilfully violated Business and Professions Code section 6068(o)(2).

**Case No. 04-O-11765**

**FACTS:**

14. On May 24, 2001, Farina Khan ("Khan") employed Respondent to represent her as a plaintiff in a personal injury matter.

15. On May 3, 2002, Respondent filed a Complaint in the matter, entitled Farina Khan v. Yolanda Adams, et al., case no. PC030142, in the Los Angeles Superior Court.

16. On August 9, 2002, the Court filed an Order To Show Cause Re Sanctions and/or Dismissal for Failure to Serve Complaint and File Proof of Service ("OSC"). The OSC ordered Respondent to appear in court on September 26, 2002 at 8:30 a.m. The Court served notice of the OSC to Respondent by mail at her membership records address.

17. On September 26, 2002, Respondent failed to appear in court for the OSC. On that date, no proof of service having been filed, the court dismissed the personal injury matter due to a lack of prosecution. The court served notice of the dismissal to Respondent by mail at her membership records address.

18. Immediately after filing the Complaint, Respondent ceased performing work on Khan's behalf, effectively abandoning her client. At no time did Respondent inform Khan that she was withdrawing from employment. The matter became time-barred by the statute of limitations.

**CONCLUSIONS OF LAW:**

19. By failing to inform Khan of her intent to withdraw from representing her in the personal injury matter, Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to her client in wilful violation of Rules of Professional Conduct, rule 3-700(A)(2).

20. By failing to inform Khan that the court had dismissed the personal injury matter for lack of prosecution, Respondent failed to inform a client of a significant development in a matter in which she agreed to provide legal services in wilful violation of Business and Professions Code, section 6068(m).

**Case No. 04-O-14691**

**FACTS:**

21. On July 22, 2004, Afshin Rahmani ("Rahmani") employed Respondent to represent him in obtaining a marital dissolution. Rahmani paid Respondent \$1,100 for initial filing fees and for the total fees in advance for an uncontested dissolution.

22. Thereafter, Respondent prepared a Summons and Petition for Dissolution of Marriage which was filed on August 6, 2004. Respondent's assistant sent the dissolution pleadings and papers to Rahmani's wife in Japan.

23. Between September 7, 2004 and September 24, 2004, Rahmani left approximately 15 messages by telephone for Respondent. Rahmani called Respondent at Respondent's telephone number as stated in her official State Bar membership records. Each time, Rahmani left a message with a receptionist answering the call requesting an update on the status of his case. Respondent failed to respond to Rahmani's telephone messages.

24. On September 23, 2004, Rahmani complained to the State Bar that he has called Respondent several times since September 7 and that Respondent had not returned any of his calls.

25. In October 2004, Rahmani's wife signed and returned to Respondent and/or filed with the Court some pleadings in which she acknowledged receipt of the Petition, Summons, and a blank Response form and returned a Response form.

26. On December 7, 2004, Rahmani sent a letter by certified mail, return receipt requested, to Respondent in which Rahmani requested a full refund of his \$1,100 due to his several unreturned calls and Respondent's failure to contact him regarding the status of the matter for which she had been retained. The receipt was returned to Rahmani indicating that it was received at Respondent's law office and membership address on December 8, 2004. Respondent did not respond to the letter and did not return any of the \$1,100 paid by Rahmani.

27. On February 25, 2005, Respondent's assistant sent Rahmani a letter and blank financial forms to fill out to proceed with the dissolution.

28. Respondent claimed she earned all or a portion of the \$1,100 advanced fees and costs paid to her by Rahmani but did not inform Rahmani of his right to submit the dispute to fee arbitration. Respondent does agree to the submission of this matter to fee arbitration to resolve the dispute.

#### **CONCLUSIONS OF LAW:**

29. By failing to respond to Rahmani's several telephone messages and his letter, Respondent failed to respond to reasonable status inquiries of a client in wilful violation of Business and Professions Code, section 6068(m).

#### **Case No. 04-O-15317**

#### **FACTS:**

30. On July 30, 2001, Respondent's assistant and Nadar Nassim Sobhan ("Sobhan") had a conversation regarding a resident visa for Sobhan's brother in Iran who had an offer for employment in California.

31. On August 19, 2001, Sobhan and Respondent's assistant for Respondent's law office both signed a letter in which Sobhan agreed to pay a sum not to exceed \$12,000 for a permanent residency visa for his brother and a visa for a Mrs. Sheida Khaledi, paid in installments specified therein, with Respondent's law office guaranteeing its work during the proceedings.

32. Thereafter, Sobhan's uncle and aunt met with Respondent's assistant and provided him with a check for \$4,000 - which was endorsed by Respondent's assistant and cashed - and with several original documents for applying for the visas. Services were to begin at that time.

33. After two years of waiting but not hearing anything from Respondent's law office about the visas, Sobhan attempted to call Respondent's law office several times for status but did not receive any calls in response to his.

34. On November 12, 2003 Sobhan mailed a letter to Respondent noting his several unsuccessful attempts to reach her about the status of the visas and belief that nothing had been done on the matters. The letter also terminated Respondent's services and requested all papers, including originals, be returned so they could pursue the visas with another attorney.

35. Sobhan was finally able to speak with Respondent. Respondent explained that there had been problems with her assistant, that he no longer worked for her, and that Respondent would get the visa application back on track.

36. After a few months, another person from Respondent's office contacted Sobhan and requested additional information and documents. Sobhan thought that things were going to be done this time and provided the requested information and documents. However, after a few more months all communications ceased and Sobhan did not hear from Respondent again despite several months during which Sobhan tried to reach Respondent by telephone and fax communications without any response from Respondent.

37. On May 20, 2005 Sobhan sent another letter to Respondent in which he requested return of all documents that had been provided, copies of any work that had been done, and an itemized billing statement. The letter was sent certified mail, return receipt requested. The signed receipt was returned to Sobhan verifying delivery. Respondent did not respond to this letter.

38. Respondent did not return the documents and papers to Sobhan, did not provide an itemized billing, did not provide any services of value to Sobhan, and did not return any of the \$4,000 fee or advise Sobhan of his right to seek fee arbitration.

#### **CONCLUSIONS OF LAW:**

39. By failing to return the file to Sobhan, Respondent failed to release, upon termination of employment, to the client, at the request of the client, all the client papers and property in wilful violation of Business and Professions Code, section 3-700(D)(1).

40. By failing to prepare and submit the visa application, Respondent intentionally, recklessly or repeatedly failed to provide legal services with competence, in wilful violation of Rules of Professional Conduct, rule 3-110(A).

41. By failing to respond to Sobhan's calls, letters and fax communications, Respondent failed to respond to reasonable inquires re status in wilful violation of Business and Professions Code section 6068(m).

42. By failing to inform Sobhan that she was no longer preparing and pursuing the visa application, Respondent essentially withdrew from representation, and thus Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to her client in wilful violation of Rules of Professional Conduct, rule 3-700(A)(2).

**Case No. 05-O-00192**

**FACTS:**

46. On December 4, 2003, Susan Reitman ("Reitman") met with Respondent's assistant at Respondent's law office. Respondent's assistant led Reitman to believe that he was an attorney and associate of Respondent. Respondent's assistant referred Reitman to various therapists for her injuries and had Reitman sign some papers. Through the assistant, Reitman hired Respondent to represent her in a personal injury matter resulting from a December 2, 2003 automobile accident with Respondent's fees to be one-third of any settlement funds plus costs.

47. On December 16, 2003, someone from Respondent's law office sent a letter of representation to the opposing party's insurance company.

48. After March 2004, Respondent's assistant did not work for Respondent any longer and Reitman dealt directly with Respondent.

49. Between April 20, 2004 and May 13, 2004, Respondent received a total of \$5,000 from Reitman's own insurance company for payment of certain of Reitman's medical bills ("med pay"). The \$5,000 was deposited in Respondent's client trust account.

50. On June 9, 2004, Respondent's law office sent the opposing party's insurance company a demand for settlement in the sum of \$78,766, including \$8,766 in medical specials.

51. On June 15, 2004, Respondent wrote a checks from her client trust account to the City of Los Angeles Fire Department for \$377 in payment for ambulance services; and to JJ&R Emergency Medical Group for \$434.35 for another medical bill incurred by Reitman. Thus, Respondent should have still possessed at least \$4,188.65 of the med pay funds from Reitman's insurance company in her client trust account.

53. On July 21, 2004, Respondent sent a follow up settlement demand to the opposing party's insurance company, referring to the June 9 demand.

54. On September 21, 2004, the opposing party's insurance company offered Respondent \$10,000 to settle Reitman's claims. The next day Respondent and Reitman discussed the offer and Reitman rejected it as being too low. This was the last time Reitman was able to speak to Respondent.

55. On October 21, 2004, the opposing party's insurance company wrote to Respondent and requested Respondent provide a copy of the Summons and Complaint she intended to file.

59. From October 2004 through December 15, 2004, Reitman placed several calls to Respondent but was unable to reach her and Respondent did not return Reitman calls.

60. On December 15, 2004, Reitman contacted another attorney who tried to communicate with Respondent on Reitman's behalf by mail and telephone but Respondent did not respond.

61. On December 23, 2004, over one year after the accident, the opposing party's insurance company wrote to Respondent to ask if a complaint had been filed. Respondent did not respond.

62. On February 9, 2005, Reitman mailed a letter to Respondent dismissing her as her attorney, demanding return of her file, and demanding payment of her medical providers who had been calling Respondent for payment but were now calling Reitman.

63. Respondent did not return the file on the personal injury matter or any of the remaining \$4,188.65 in medical payments to Reitman or to her medical providers.

#### **CONCLUSIONS OF LAW:**

64. By failing to pay or deliver \$4,188.65 to Reitman or her medical providers when Reitman discharged her on February 9, 2005 and requested funds Respondent held for her for medical payments, Respondent failed to promptly pay out funds, at the request of the client, funds which the client was entitled to receive, in wilful violation of Rules of Professional Conduct, rule, 4-100(B)(4).

65. By failing to return the file to Reitman, Respondent failed to release to the client, upon termination of employment and at the request of the client, all the client papers and property in wilful violation of Business and Professions Code, section 3-700(D)(1).

66. By failing to communicate with Reitman or the attorney she hired to communicate with her on the numerous times set forth above to advise Reitman of the status of her matter or of significant developments in her matter, Respondent wilfully violated Business and Professions Code section 6068(m).

67. By failing to performing any work for Reitman after September 21, 2004, Respondent intentionally, recklessly or repeatedly failed to provide legal services with competence, in wilful violation of Rules of Professional Conduct, rule 3-110(A).

#### **Case No. 05-O-01256**

#### **FACTS:**

68. In November 2003 Pedram Doustkam ("Doustkam") hired Respondent's law office to represent her as a plaintiff in a personal injury matter for injuries she sustained in an auto

accident that occurred in October 2003. At the direction of Respondent's law office, Doustkam went to and received treatment for her injuries from medical providers recommended by Respondent's law office.

69. In April 2004 Doustkam contacted Respondent directly by telephone. This was the first time Doustkam actually spoke with Respondent. Respondent told Doustkam that the matter was near completion, that a demand letter had been sent, and that she expected a response and settlement within the next few weeks. That was the last time Doustkam was able to speak with Respondent. Though Doustkam made several calls to Respondent's law office after that between May 2004 and December 2004, the calls were answered by a receptionist who took messages requesting Respondent return the calls and provide status of her case, and no calls were ever returned.

70. On May 31, 2005 Doustkam mailed a letter to Respondent which Respondent received. In the letter, Doustkam terminated Respondent's services and requested the return of her file.

71. Respondent did not file a complaint, obtain a settlement, or perform any legal services of value for Doustkam in the personal injury matter. Respondent returned Doustkam his file only days prior to the expiration of the statute of limitations for his claim.

#### **CONCLUSIONS OF LAW:**

72. By failing to perform any legal services on behalf of Doustkam, as described above, Respondent intentionally, recklessly or repeated failed to perform legal services with competence in wilful violation of Rules of Professional Conduct, rule 3-110(A).

73. By failing to respond to Doustkam's telephone messages, Respondent failed to respond to reasonable status inquiries of a client in wilful violation of Business and Professions Code, section 6068(m).

74. By failing to promptly return the file to Doustkam for months after it was requested, Respondent failed to release, upon termination of employment, to the client, at the request of the client, all the client papers and property in wilful violation of Rules of Professional Conduct, rule 3-700(D)(1).

#### **Case No. 05-O-02244**

#### **FACTS:**

75. On May 4, 2004 Edmond Sarkisyan ("Sarkisyan") hired Respondent to represent him in a personal injury matter as a result of an automobile accident that occurred on April 27, 2004.

76. After hiring Respondent, Sarkisyan tried to contact Respondent about six or seven times by telephone but was only able to talk to a receptionist with whom he left a message for Respondent to return his call and advise him of the status of his matter. When he received no response, Sarkisyan went to Respondent's office three or four times but did not see her and Respondent did not respond to messages he left to contact his re status of his matter.

77. On May 24, 2005, Sarkisyan mailed a letter to Respondent by certified mail, return receipt requested. Respondent received the letter. In the letter, Sarkisyan terminated Respondent's services and requested that Respondent return the file on the personal injury matter to him.

78. Respondent had performed no legal services of value to Sarkisyan. There were nothing more than a few notes and no file to return. However, Respondent did not inform Sarkisyan of this.

#### **CONCLUSIONS OF LAW:**

79. By failing to respond to Sarkisyan's telephone messages and messages left when he personally went to Respondent's office to find her, and by failing to respond to his letter terminating her services and requesting return of his file, Respondent failed to respond to reasonable status inquiries of a client in wilful violation of Business and Professions Code, section 6068(m).

80. By failing to perform any legal services of value to Sarkisyan, Respondent intentionally, recklessly or repeated failed to perform legal services with competence in wilful violation of Rules of Professional Conduct, rule 3-110(A).

#### **AGGRAVATING CIRCUMSTANCES:**

B(3) TRUST VIOLATION: Trust funds were involved [Reitman med pay funds] and Respondent refused or was unable to account of the client [Reitman] who was the object of the misconduct.

B(4) HARM: Respondent's misconduct harmed significantly clients. Zivari obtained a malpractice judgment against Respondent in the sum of \$64,500 for failure to pursue Zivari's claim and this judgment is still not satisfied. In the Reitman matter, Respondent has still not paid out \$4,188.65 in med pay funds she received on Reitman's behalf. In another matter, a visa application was not pursued for years.

B(7) MULTIPLE/PATTERN OF MISCONDUCT: Respondent's current misconduct evidences multiple acts of wrongdoing.

#### **MITIGATING CIRCUMSTANCES:**

C(1) NO PRIORS: Respondent has not prior record of discipline over ten years of practice prior to the current misconduct.

C(3) COOPERATION: Respondent displayed cooperation with the State Bar in these ADP proceedings.

#### **FINANCIAL CONDITIONS, RESTITUTION.**

##### **Rahmani:**

Respondent shall waive any claim of limitations and offer to **Rahmani** that they submit to fee arbitration, at Respondent's expense, to determine what portion, if any, of the \$1,100 fee paid in advance to Respondent should be returned to Rahmani.

**Nadar Nassim Sabhan:**

Respondent shall waive any claim of limitations and offer to **Nadar Nassim Sabhan** that they submit to fee arbitration, at Respondent's expense, to determine what portion, if any, of the \$4,000 fee paid in advance to Respondent should be returned to Sabhan.

**Susan Reitman:**

Respondent shall pay restitution to **Susan Reitman** (or the Client Security Fund if it has paid), the principal sum of \$4,188.65, plus interest at the rate of ten percent (10%) per annum from February 9, 2005.

(Do not write above this line.)

In the Matter of SAYEH AYAZI KHOEI Member #153814	Case number(s): 04-O-10977; 04-O-15317; 05-O-02244 04-O-11765; 05-O-00192; 04-O-14691; 05-O-01256;
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**SIGNATURE OF THE PARTIES**

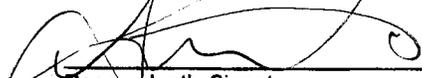
By their signatures below, the parties and their counsel, as applicable, signify their agreement with each of the recitations and each of the terms and conditions of this Stipulation Re Facts and Conclusions of Law.

Respondent enters into this stipulation as a condition of his/her participation in the Program. Respondent understands that he/she must abide by all terms and conditions of Respondent's Program Contract.

If the Respondent is not accepted into the Program or does not sign the Program contract, this Stipulation will be rejected and will not be binding on Respondent or the State Bar.

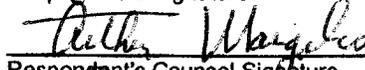
If the Respondent is accepted into the Program, upon Respondent's successful completion of or termination from the Program, this Stipulation will be filed and the specified level of discipline for successful completion of or termination from the Program as set forth in the State Bar Court's Statement Re: Discipline shall be imposed or recommended to the Supreme Court.

10/29/08  
Date

  
Respondent's Signature

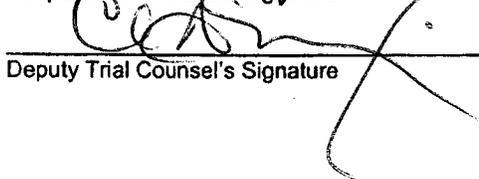
SAYEH A. KHOEI  
Print Name

10/29/08  
Date

  
Respondent's Counsel Signature

ARTHUR L. MARGOLIS  
Print Name

10/29/08  
Date

  
Deputy Trial Counsel's Signature

CHARLES A. MURRAY  
Print Name

(Do not write above this line.)

In the Matter Of SAYEH AYAZI KHOEI Member #153814	Case Number(s): 04-O-10977; 04-O-15317; 05-O-02244 04-O-11765; 05-O-00192; 04-O-14691; 05-O-01256;
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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 stipulation as to facts and conclusions of law is APPROVED.
- The stipulation as to facts and conclusions of law is APPROVED AS MODIFIED as set forth below.
- All court dates in the Hearing Department are vacated.

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; or 3) Respondent is not accepted for participation in the Program or does not sign the Program Contract. (See rule 135(b) and 802(b), Rules of Procedure.)

4-30-09  
Date

  
Judge of the State Bar Court

**RICHARD A. PLATEL**

**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 May 6, 2009, I deposited a true copy of the following document(s):

**STIPULATION RE FACTS AND CONCLUSIONS OF LAW**

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:

ARTHUR L MARGOLIS  
MARGOLIS & MARGOLIS LLP  
2000 RIVERSIDE DRIVE  
LOS ANGELES CA 90039

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:

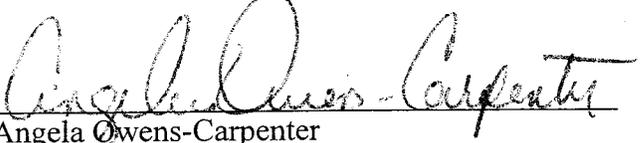
by fax transmission, at fax number . No error was reported by the fax machine that I used.

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:

CHARLES MURRAY, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on May 6, 2009.

  
Angela Owens-Carpenter  
Case Administrator  
State Bar Court