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**State Bar Court of California  
Hearing Department  
Los Angeles  
DISBARMENT**

<p>Counsel For The State Bar</p> <p>Suzan J. Anderson Senior Trial Counsel 1149 S. Hill Street Los Angeles, California 90015 (213) 765-1209</p> <p>Bar # 160559</p>	<p>Case Number(s): 11-O-15320, 11-O-15380, 11-O-15472, 11-O-15512, 11-O-15556, 11-O-15562, 11-O-15660, 11-O-15738, 11-O-15739, 11-O-15743, 11-O-15934, 11-O-15980, 11-O-17785</p>	<p>For Court use only</p> <p align="center"><b>FILED</b> MAY - 2 2012 <i>YJC</i> STATE BAR COURT CLERK'S OFFICE LOS ANGELES</p> <p align="center"><b>PUBLIC MATTER</b></p>
<p>In Pro Per Respondent</p> <p>Vafa Allan Khoshbin</p> <p>Bar # 165486</p>	<p>Submitted to: <b>Assigned Judge</b></p> <p>STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING; ORDER OF INVOLUNTARY INACTIVE ENROLLMENT</p> <p><b>DISBARMENT</b></p> <p><input type="checkbox"/> PREVIOUS STIPULATION REJECTED</p>	
<p>In the Matter of: Vafa Allan Khoshbin 1722 Westwood Boulevard Suite 205 Los Angeles, California 90024 (310) 820-2500</p> <p>Bar # 165486</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 July 6, 1993.
- (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 (44) 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 11-O-14329
  - (b)  Date prior discipline effective February 13, 2012
  - (c)  Rules of Professional Conduct/ State Bar Act violations: RPC: 3-110(A), 3-700(D)(1), 3-700(D)(2), B&P Code section: 6068(m)
  - (d)  Degree of prior discipline Public Reprimand
  - (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.

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- (4)  **Harm:** Respondent's misconduct harmed significantly a client, the public or the administration of justice. The loss of the use of the funds the clients in the instant matter paid to Respondent for services that were not performed caused significant harm to Respondent's clients.
- (5)  **Indifference:** Respondent demonstrated indifference toward rectification of or atonement for the consequences of his or her misconduct. Respondent has not refunded the funds paid to him by his clients for services that were not performed.
- (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. The instant matter involves misconduct in thirteen matters.
- (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. Respondent has cooperated fully with the State Bar throughout this prosecution.
- (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.

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- (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:**

Please see Attachment, page 42.

**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 9 through 42.

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In the Matter of: Vafa Allan Khoshbin, 165486	Case Number(s): 11-O-15320, et al.
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### 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
Banjamin Cohen	\$41,500	May 6, 2010
Tim Schneider	\$17,800	November 18, 2010
Iraj & Farideh Nouri	\$125,000	May 9, 2011
PLEASE SEE ATTACHMENT PAGE 42 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:
- 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.



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

IN THE MATTER OF:                      Vafa Allan Khoshbin

CASE NUMBER(S):                      11-O-15320, et al.

**FACTS AND CONCLUSIONS OF LAW.**

Respondent pleads nolo contendere to the charges set forth in this stipulation and completely understands that his plea will be considered the same as an admission of culpability except as stated in the Business and Professions Code section 6085(c).

**GENERAL BACKGROUND FACTS (applicable to all matters)**

1. At all times mentioned herein, Respondent maintained a client trust account at Pacific Western Bank, Account Number XXXXXX8264 (“Respondent’s CTA”).
2. At all times mentioned herein, Respondent maintained a business account at Pacific Western Bank, Account Number XXXXXX8256 (“Respondent’s business account”).

COUNT ONE  
Case No. 11-O-15320

**FACTS:**

3. On February 17, 2010, Benjamin Cohen (“Mr. Cohen”) employed Respondent and his law firm, Debt Relief Law Center, APC to provide him with legal services in connection with a home mortgage loan modification on his first mortgage and a settlement of his second mortgage with Bank of America (“B of A”). That day, Mr. Cohen paid Respondent \$1,500 in advanced attorney fees.
4. On May 6, 2010, Mr. Cohen provided Respondent with \$40,000 toward the settlement of his second mortgage with B of A. Respondent assured Mr. Cohen that he would hold the \$40,000 in trust for settlement purposes only with B of A.
5. On May 6, 2010, Respondent deposited the \$40,000 that Mr. Cohen had provided him to settle his second mortgage into Respondent’s business account.

**CONCLUSIONS OF LAW:**

6. By failing to deposit the \$40,000 that Mr. Cohen provided him to settle his second mortgage with B of A into a client trust account when Respondent had assured Mr. Cohen that the money for the

settlement would be held in trust for the settlement with B of A, Respondent failed to deposit funds received for the benefit of a client in a bank account labeled "Trust Account," "Client's Funds Account" or words of similar import in wilful violation of Rule 4-100(A) of the Rules of Professional Conduct.

COUNT TWO  
Case No. 11-O-15320

**FACTS:**

7. The facts of Count One are incorporated by reference.
8. Respondent did not settle Mr. Cohen's second mortgage and made no other disbursements on Mr. Cohen's behalf.
9. On September 15, 2010, the balance of Respondent's business account dropped to \$110.70.
10. Respondent intentionally or through gross negligence misappropriated \$39,889.30 of Mr. Cohen's funds that he was to have held in trust pending settlement of Mr. Cohen's second mortgage with B of A.

**CONCLUSIONS OF LAW:**

11. By misappropriating the \$39,889.30 received from Mr. Cohen, Respondent committed an act involving moral turpitude, dishonesty or corruption in wilful violation of Business and Professions Code section 6106.

COUNT THREE  
Case No. 11-O-15320

**FACTS:**

12. The facts of Counts One and Two are incorporated by reference.
13. On February 17, 2011, Mr. Cohen requested a refund of the \$40,000 he had provided Respondent to settle his second mortgage with B of A. Respondent received the request.
14. To date, Respondent has not provided Mr. Cohen with the \$40,000 the he should have been holding in trust for the settlement of Mr. Cohen's second mortgage with B of A.

**CONCLUSIONS OF LAW:**

15. By failing to promptly deliver the \$40,000 to Mr. Cohen, Respondent, failed to pay promptly, as requested by a client, any funds in Respondent's possession which the client is entitled to receive in wilful violation of Rule 4-100(B)(4) of the Rules of Professional Conduct.

COUNT FOUR  
Case No. 11-O-15320

**FACTS:**

16. The facts of Counts One, Two, and Three are incorporated by reference.

17. On July 21, 2011, Mr. Cohen sent an email to Respondent explaining that he had been trying to reach Respondent about the problems he was having in obtaining a refund of the \$40,000 he had provided to Respondent. On July 24, 2011, Respondent responded to Mr. Cohen's email and informed him that the office was closed and to please come pick up his file, effectively withdrawing from the representation of Mr. Cohen.

18. On July 25, 2011, Mr. Cohen sent another email to Respondent requesting the refund of the \$40,000 he had provided to Respondent for the settlement of his second mortgage with B of A. That same day, Respondent replied to Mr. Cohen's email again informing him that the office had closed and as far as refunds are concerned, Respondent would be filing for bankruptcy. Respondent did not address the status of Mr. Cohen's matter or offer any type of assistance to Mr. Cohen with respect to the matter for which Mr. Cohen had retained Respondent.

**CONCLUSIONS OF LAW:**

19. By closing his office without notice, failing to provide Mr. Cohen with the \$40,000 Mr. Cohen had provided Respondent for the settlement of Mr. Cohen's second mortgage, and failing to provide any other information to Mr. Cohen, Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to his client in wilful violation of Rule 3-700(A)(2) of the Rules of Professional Conduct.

COUNT FIVE  
Case No. 11-O-15320

**FACTS:**

20. The facts of Count One are incorporated by reference.

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

**CONCLUSIONS OF LAW:**

22. By negotiating, arranging or offering to perform a mortgage loan modification or mortgage loan forbearance for a fee paid by a borrower, and demanding, charging, collecting and receiving fees from Mr. Cohen 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 wilfully violated Business and Professions Code section 6106.3.

**COUNT SIX**

Case No. 11-O-15380

**FACTS:**

23. On October 4, 2010, Tim Schneider ("Mr. Schneider") employed Respondent and his law firm, Debt Relief Law Center, APC ("DRLC"), to provide him with legal services in connection with a home mortgage loan settlement and loan audit of his second mortgage. That same day, Mr. Schneider paid Respondent \$2,800 in advanced legal fees for the forensic audit and other loan modification services.

24. On October 7, 2010, a representative of DRLC provided Mr. Schneider with a Forensic Loan Audit and informed him that sufficient violations existed to successfully negotiate a reduced principal settlement of the second mortgage with his lender. Mr. Schneider was also informed that the legal fees for the negotiation of his second mortgage would be \$15,000 and that amount would be held in trust until the time of his second mortgage settlement.

25. On November 18, 2010, Mr. Schneider delivered a check to Respondent for the \$15,000 for advanced legal fees for the negotiation of his second mortgage. On November 23, 2010, Respondent deposited the \$15,000 received from Mr. Schneider into Respondent's CTA.

26. Respondent did not negotiate a settlement and did not earn any of the advanced fees. Prior to Respondent reaching a settlement of Mr. Schneider's second mortgage, On March 28, 2011, the balance of Respondent's CTA dropped to \$907.62.

**CONCLUSIONS OF LAW:**

27. By failing to maintain at least \$15,000 that Mr. Schneider provided Respondent for advanced fees to be held in trust pending the settlement of his second mortgage prior to the settlement of the second mortgage, Respondent failed to maintain the balance of funds received for the benefit of a client and deposited in a bank account labeled "Trust Account," "Client's Funds Account" or words of similar import in wilful violation of Rule 4-100(A) of the Rules of Professional Conduct.

**COUNT SEVEN**  
Case No. 11-O-15380

**FACTS:**

28. The facts of Count Six are incorporated by reference.

29. At no time did Respondent settle Mr. Schneider's second mortgage or earn any of the advanced fees.

30. On March 28, 2011, the balance of Respondent's CTA dropped to \$907.62.

31. Respondent intentionally or through gross negligence misappropriated \$14,092.38 of Mr. Schneider's funds that he was to have held in trust pending settlement of Mr. Schneider's second mortgage.

**CONCLUSIONS OF LAW:**

32. By misappropriating \$14,092.38 of the funds paid to him by Mr. Schneider that were to be held in trust pending settlement of Mr. Schneider's second mortgage, Respondent committed an act involving moral turpitude, dishonesty or corruption in wilful violation of Business and Professions Code Section 6106.

**COUNT EIGHT**  
Case No. 11-O-15380

**FACTS:**

33. The facts of Count Six are incorporated by reference.

34. On December 15, 2010, Mr. Schneider received a telephone call from a representative of DRLC informing him that Respondent had settled his second mortgage for \$97,500 and that he needed to deposit that amount into Respondent's CTA immediately. Mr. Schneider requested a copy of the settlement agreement and was informed that it was not possible to provide him with a copy and that he

would just have to trust the attorney/client relationship and deposit the funds into Respondent's CTA.

35. Between in or about January 2011 and March 2011, Mr. Schneider made several more requests for a copy of the settlement agreement and each time was informed that it would not be possible to provide him with a copy, but he should deposit the funds into Respondent's CTA.

36. On March 25, 2011, Mr. Schneider went to Respondent's office and met with a representative of DRLC. They reviewed his file and Mr. Schneider learned that there had been no settlement of his second mortgage. The representative of DRLC informed him that any settlement of his second would be very difficult because he had equity in his home.

37. Respondent failed to provide the services necessary to obtain a settlement of Mr. Schneider's second mortgage and failed to perform any other legal services of value to Mr. Schneider in connection with obtaining a settlement of Mr. Schneider's second mortgage.

**CONCLUSIONS OF LAW:**

38. By failing to provide the services necessary to settle Mr. Schneider's second mortgage or perform any other legal services of value in the representation of Mr. Schneider, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rule 3-110(A) of the Rules of Professional Conduct

COUNT NINE  
Case No. 11-O-15380

**FACTS:**

39. The facts of Counts Six, Seven, and Eight are incorporated by reference.

40. Respondent did not earn any portion of the \$15,000 advanced fees paid by Mr. Schneider for negotiating his second mortgage.

41. On May 25, 2011, Mr. Schneider went to Respondent's office and terminated Respondent's representation by filing out a Notice of Cancellation Form and a Refund Request Form. Respondent received both forms.

42. On July 15, 2011, Respondent informed Mr. Schneider that he would not be able to refund the \$15,000 in advanced legal fees paid by Mr. Schneider.

43. To date, Respondent has failed to refund any portion of the \$15,000 advanced legal fees paid by Mr. Schneider.

**CONCLUSIONS OF LAW:**

44. By failing to refund any portion of the \$15,000 advanced legal fees paid by Mr. Schneider, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned in wilful violation of Rule 3-700(D)(2) of the Rules of Professional Conduct.

COUNT TEN  
Case No. 11-O-15380

**FACTS:**

45. The facts of Counts Six, Seven, and Eight are incorporated by reference.

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

**CONCLUSIONS OF LAW:**

47. By negotiating, arranging or offering to perform a mortgage loan modification or mortgage loan forbearance for a fee paid by a borrower, and demanding, charging, collecting and receiving fees from Mr. Schneider 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 wilfully violated Business and Professions Code section 6106.3.

COUNT ELEVEN  
Case No. 11-O-15472

**FACTS:**

48. On May 4, 2010, Iraj and Farideh Nouri ("Mr. and Mrs. Nouri") employed Respondent and his law firm, Debt Relief Law Center, APC., to provide them with legal services in connection with a home mortgage loan modification on their first mortgage with Bank of America ("B of A"). At the meeting Mr. and Mrs. Nouri attended with Respondent that day, Respondent also informed them that he could settle their \$750,000 second mortgage with JP Morgan Chase ("Chase") for \$200,000. Respondent agreed to settle the second mortgage with Chase for \$170,000.

49. On May 5, 2010, Mr. and Mrs. Nouri paid Respondent \$3,000 in advanced attorney fees for a loan audit and On May 14, 2010, Mr. and Mrs. Nouri paid Respondent \$22,000 in advanced attorney fees for the loan modification with B of A.

50. On March 30, 2011, Mr. and Mrs. Nouri provided Respondent with \$20,000 toward the \$170,000 to settle their second mortgage with Chase. Respondent assured Mr. and Mrs. Nouri that he would hold the complete \$170,000 in trust for settlement purposes only with Chase.

51. On March 30, 2011, Respondent deposited the \$20,000 that Mr. and Mrs. Nouri had provided him to settle their second mortgage into Respondent's business account.

**CONCLUSIONS OF LAW:**

52. By failing to deposit the \$20,000 that Mr. and Mrs. Nouri provided him to settle their second mortgage with Chase into a client trust account when he had assured Mr. and Mrs. Nouri that the money for the settlement would be held in trust for the settlement with Chase, Respondent failed to deposit funds received for the benefit of a client in a bank account labeled "Trust Account," "Client's Funds Account" or words of similar import in wilful violation of Rule 4-100(A) of the Rules of Professional Conduct.

COUNT TWELVE  
Case No. 11-O-15472

**FACTS:**

53. The facts of Count Eleven are incorporated by reference.

54. Respondent did not settle Mr. and Mrs. Nouri's second mortgage with Chase and made no other disbursements on their behalf.

55. On May 5, 2011, the balance of Respondent's business account dropped to \$3,228.33.

56. Respondent intentionally or through gross negligence misappropriated \$16,771.67 of Mr. and Mrs. Nouri's funds that he was to have held in trust pending settlement of Mr. and Mrs. Nouri's second mortgage with Chase.

**CONCLUSIONS OF LAW:**

57. By misappropriating \$16,771.67 of the funds provided to him by Mr. and Mrs. Nouri to settle their second mortgage with Chase, Respondent committed an act involving moral turpitude, dishonesty or corruption in wilful violation of Business and Professions Code Section 6106.



COUNT THIRTEEN  
Case No. 11-O-15472

**FACTS:**

58. The facts of Count Eleven are incorporated by reference.

59. On May 9, 2011, Mr. and Mrs. Nouri provided Respondent with the final \$150,000 of the \$170,000 to settle their second mortgage with Chase.

60. On May 12, 2011, Respondent deposited the \$150,000 that Mr. and Mrs. Nouri had provided him into Respondent's CTA.

61. On May 17, 2011, prior to Respondent settling Mr. and Mrs. Nouri's second mortgage with Chase or making any disbursements on their behalf, the balance of Respondent's CTA dropped to \$146,407.62. On May 26, 2011, prior to settling Mr. and Mrs. Nouri's second mortgage with Chase or making any disbursements on their behalf, the balance of Respondent's CTA dropped to \$121,407.62

62. To date, Respondent has not settled Mr. and Mrs. Nouri's second mortgage with Chase or made any disbursements on their behalf.

**CONCLUSIONS OF LAW:**

63. By failing to maintain at least \$150,000 that Mr. and Mrs. Nouri had provided him for the settlement of the second mortgage prior to any settlement of the second mortgage, Respondent failed to maintain the balance of funds received for the benefit of a client and deposited in a bank account labeled "Trust Account," "Client's Funds Account" or words of similar import in wilful violation of Rule 4-100(A) of the Rules of Professional Conduct.

COUNT FOURTEEN  
Case No. 11-O-15472

**FACTS:**

64. The facts of Counts Eleven and Twelve are incorporated by reference.

65. On May 26, 2011, the balance of Respondent's CTA dropped to \$121,407.62.

66. Respondent intentionally or with gross negligence misappropriated \$28,592.38 of Mr. and Mrs. Nouri's funds that he was to have held in trust pending the settlement of their second mortgage with Chase.

**CONCLUSIONS OF LAW:**

67. By misappropriating \$28,592.38 of the funds provided to him by Mr. and Mrs. Nouri to settle their second mortgage with Chase, Respondent committed an act involving moral turpitude, dishonesty or corruption in wilful violation of Business and Professions Code 6106.

**COUNT FIFTEEN**  
Case No. 11-O-15472

**FACTS:**

68. The facts of Counts Eleven, Twelve, and Thirteen are incorporated by reference.

69. On May 27, 2011, Respondent refunded \$70,000 to Mr. and Mrs. Nouri from Respondent's CTA, and was then required to hold \$80,000 in trust for Mr. and Mrs. Nouri. Respondent made no other disbursements of Mr. and Mrs. Nouri's \$150,000 on their behalf.

70. On May 31, 2011, the balance in Respondent's CTA dropped to \$38,864.10.

71. Respondent intentionally or through gross negligence misappropriated \$41,135.90 of Mr. and Mrs. Nouri's funds that he was to have held in trust pending the settlement of their second mortgage with Chase.

**CONCLUSIONS OF LAW:**

72. By misappropriating \$41,135.90 of the funds provided to him by Mr. and Mrs. Nouri to settle their second mortgage with Chase, Respondent committed an act involving moral turpitude, dishonesty or corruption in wilful violation of Business and Professions Code 6106.

**COUNT SIXTEEN**  
Case No. 11-O-15472

**FACTS:**

73. The facts of Counts Eleven, Twelve, and Thirteen are incorporated by reference.

74. On July 1, 2011, Mr. and Mrs. Nouri went to Respondent's office to terminate Respondent's representation and request a refund of all the fees they had paid Respondent and all monies they had provided for the settlement with Chase. They were informed Respondent was not in and directed to complete a Notice of Cancellation and Refund Request Form. Mr. and Mrs. Nouri completed both forms. Respondent received the forms.

75. To date, Respondent has not provided Mr. and Mrs. Nouri with the \$100,000 that he should have been holding in trust for the settlement of their second mortgage with Chase.

**CONCLUSIONS OF LAW:**

76. By failing to promptly deliver the \$100,000 to Mr. and Mrs. Nouri, Respondent, failed to pay promptly, as requested by a client, any funds in Respondent's possession which the client is entitled to receive in wilful violation of Rule 4-100(B)(4) of the Rules of Professional Conduct.

COUNT SEVENTEEN  
Case No. 11-O-15472

**FACTS:**

77. The facts of Counts Eleven, Twelve, Thirteen, Fourteen, and Fifteen are incorporated by reference.

78. Respondent did not earn any portion of the \$25,000 advanced fees paid by Mr. and Mrs. Nouri.

79. To date, Respondent has not refunded the \$25,000 advanced fees paid by Mr. and Mrs. Nouri to them.

**CONCLUSIONS OF LAW:**

80. By failing to refund the \$25,000 advanced fees paid by Mr. and Mrs. Nouri, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned in wilful violation of Rule 3-700(D)(2) of the Rules of Professional Conduct.

COUNT EIGHTEEN  
Case No. 11-O-15472

**FACTS:**

81. The facts of Counts Eleven, Twelve, and Thirteen are incorporated by reference.

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

**CONCLUSIONS OF LAW:**

83. 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. Nouri 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 wilfully violated Business and Professions Code section 6106.3(a).

COUNT NINETEEN  
Case No. 11-O-15512

**FACTS:**

84. On May 12, 2010, Shahrooz and Fariba Arianpour ("Mr. and Mrs. Arianpour") employed Respondent and his law firm, Debt Relief Law Center, APC, to provide them with legal services in connection with a home mortgage loan modification on their first mortgage with Bank of America ("B of A"). At the meeting Mr. and Mrs. Arianpour attended with Respondent that day, Respondent also informed them that he could settle their \$1,000,000 second mortgage with CITI Bank ("CITI") for \$450,000. Respondent also informed them that he could settle the loan they held on a car wash for \$25,000.

85. On February 2, 2011, Mr. and Mrs. Arianpour provided Respondent with two checks in the amount of \$15,000 and \$10,000 for the settlement of the loan on the car wash. Respondent assured them that he would hold the \$25,000 in trust for settlement purposes only.

86. On February 17, 2011, Respondent deposited both checks into Respondent's business account.

**CONCLUSIONS OF LAW:**

87. By failing to deposit the \$25,000 that Mr. and Mrs. Arianpour provided him to settle their loan on the car wash into a client trust account when he had assured Mr. and Mrs. Arianpour that the money for the settlement would be held in trust for the settlement, Respondent failed to maintain the balance of funds received for the benefit of a client and deposited in a bank account labeled "Trust Account," "Client's Funds Account" or words of similar import in wilful violation of Rule 4-100(A) of the Rules of Professional Conduct.

COUNT TWENTY  
Case No. 11-O-15512

**FACTS:**

88. The facts of Count Nineteen are incorporated by reference.

89. Respondent did not settle Mr. and Mrs. Arianpour's second mortgage with CITI and made no other disbursements on their behalf.

90. On February 22, 2011, the balance of Respondent's business account dropped to \$1,967.90.

91. Respondent intentionally or through gross negligence misappropriated \$23,032.10 of Mr. and Mrs. Arianpour's funds that he was to have held in trust pending settlement of Mr. and Mrs. Arianpour's loan on their car wash.

**CONCLUSIONS OF LAW:**

92. By misappropriating \$23,032.10 of the funds provided to him by Mr. and Mrs. Arianpour to settle their loan on the car wash, Respondent committed an act involving moral turpitude, dishonesty or corruption in wilful violation of Business and Professions Code section 6106.

COUNT TWENTY-ONE  
Case No. 11-O-15512

**FACTS:**

93. The facts of Count Nineteen are incorporated by reference.

94. On April 11, 2011, Mr. And Mrs. Arianpour provided Respondent with \$332,000 for the settlement of the second mortgage with CITI.

95. On April 14, 2011, Respondent deposited the \$332,000 that Mr. And Mrs. Arianpour provided him into Respondent's CTA.

96. On April 29, 2011, prior to Respondent settling Mr. and Mrs. Arianpour's second mortgage with CITI or making any disbursements on their behalf, the balance of Respondent's CTA dropped to \$13,967.59.

97. To date, Respondent has not settled Mr. and Mrs. Arianpour's second mortgage with CITI or made any disbursements on their behalf.

**CONCLUSIONS OF LAW:**

98. By failing to maintain at least \$332,000 that Mr. and Mrs. Arianpour had provided him for the settlement of the second mortgage prior to any settlement of the second mortgage, Respondent failed to maintain the balance of funds received for the benefit of a client and deposited in a bank account labeled "Trust Account," "Client's Funds Account" or words of similar import in wilful violation of Rule 4-100(A) of the Rules of Professional Conduct.

**COUNT TWENTY-TWO**

Case No. 11-O-15512

**FACTS:**

99. The facts of Counts Nineteen, Twenty, and Twenty-One are incorporated by reference.

100. Prior to Respondent settling Mr. and Mrs. Arianpour's second mortgage with CITI or making any disbursements on their behalf, On April 29, 2011, the balance in Respondent's CTA dropped to \$13,967.59.

101. Respondent intentionally or through gross negligence misappropriated \$318,032.41 of Mr. and Mrs. Arianpour's funds that he was to have held in trust pending the settlement of their second mortgage with CITI.

**CONCLUSIONS OF LAW:**

102. By misappropriating \$318,032.41 of the funds provided to him by Mr. and Mrs. Arianpour to settle their second mortgage with CITI, Respondent committed an act involving moral turpitude, dishonesty or corruption in wilful violation of Business and Professions Code section 6106.

**COUNT TWENTY-THREE**

Case No. 11-O-15512

**FACTS:**

103. The facts of Counts Nineteen, Twenty, Twenty-One, and Twenty-Two are incorporated by reference.

104. In or about July 2011, Mr. and Mrs. Arianpour terminated Respondent's representation and requested a refund of all the funds they had provided Respondent to settle the loan on the car wash and the second mortgage with CITI. Respondent received the termination and request for a refund.

105. To date, Respondent has not provided Mr. and Mrs. Arianpour with the \$357,000 that he should have been holding in trust for the settlement of their loan on the car wash and their second mortgage with CITI.

**CONCLUSIONS OF LAW:**

106. By failing to promptly deliver the \$357,000 to Mr. and Mrs. Arianpour, Respondent, failed to pay promptly, as requested by a client, any funds in Respondent's possession which the client is entitled to receive in wilful violation of Rule 4-100(B)(4) of the Rules of Professional Conduct

**COUNT TWENTY-FOUR**

Case No. 11-O-15556

**FACTS:**

107. On August 30, 2010, Mohammed Hedayati ("Mr. Hedayati") and his father-in-law, Faramarz Dormanesh ("Mr. Dormanesh") employed Respondent and his law firm, Debt Relief Law Center, APC ("DRLC"), to provide them with legal services in connection with home mortgage loan modifications on two properties, Mr. Hedayati's, the "Ladera property" and Mr. Dormanesh's, the "Somerset property". That same day, Mr. Hedayati paid Respondent \$4,000 in advanced attorney fees for the loan modification of the Ladera property and Mr. Dormanesh paid Respondent \$4,000 in advanced attorney fees for the loan modification of the Somerset property. At the meeting, Respondent also informed Mr. Hedayati and Mr. Dormanesh that he could settle the second mortgage on the Somerset property.

108. On September 10, 2010, a representative of DRLC informed Mr. Hedayati that it was necessary for Mr. Dormanesh to deposit \$25,000 in Respondent's CTA for the settlement of the second on the Somerset property. That same day, Mr. Dormanesh deposited \$25,000 into Respondent's CTA.

109. On September 15, 2010, prior to any disbursements being made on behalf of Mr. Dormanesh and prior to Respondent settling the second mortgage on the Somerset property, the balance in Respondent's CTA dropped to \$271.74.

**CONCLUSIONS OF LAW:**

110. By failing to maintain at least \$25,000 that Mr. Dormanesh had provided him for the settlement of the second mortgage on the Somerset property prior to any settlement of the second

mortgage, Respondent failed to maintain the balance of funds received for the benefit of a client and deposited in a bank account labeled "Trust Account," "Client's Funds Account" or words of similar import in wilful violation of Rule 4-100(A) of the Rules of Professional Conduct.

COUNT TWENTY-FIVE  
Case No. 11-O-15556

**FACTS:**

111. The facts of Count Twenty-Four are incorporated by reference.

112. Respondent received \$25,000 from Mr. Dormanesh to be held in trust to settle the second mortgage on the Somerset property. The \$25,000 was deposited into Respondent's CTA.

113. Respondent did not settle Mr. Dormanesh's second mortgage on the Somerset property and made no other disbursements on his behalf.

114. On September 15, 2010, the balance in Respondent's CTA dropped to \$271.74.

115. Respondent intentionally or through gross negligence misappropriated \$24,728.26 of Mr. Dormanesh's funds that he was to have held in trust pending the settlement of the second mortgage on the Somerset property.

**CONCLUSIONS OF LAW:**

116. By misappropriating \$24,728.26 of the funds provided to him by Mr. Dormanesh to settle the second mortgage on the Somerset property, Respondent committed an act involving moral turpitude, dishonesty or corruption in wilful violation of Business and Professions Code section 6106.

COUNT TWENTY-SIX  
Case No. 11-O-15556

**FACTS:**

117. The facts of Count Twenty-Four are incorporated by reference.

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



**CONCLUSIONS OF LAW:**

119. By negotiating, arranging or offering to perform a mortgage loan modification or mortgage loan forbearance for a fee paid by a borrower, and demanding, charging, collecting and receiving fees from Mr. Hedayati and Mr. Dormanesh 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 wilfully violated Business and Professions Code section 6106.3.

**COUNT TWENTY-SEVEN**

Case No. 11-O-15556

**FACTS:**

120. The facts of Count Twenty-Four are incorporated by reference.

121. At no time did Respondent settle the second mortgage on the Somerset property or make any disbursements on behalf of Mr. Dormanesh.

122. On April 22, 2011 and May 25, 2011, Mr. Dormanesh requested a refund of the monies he had provided to Respondent for the settlement of the second mortgage on the Somerset property. Respondent received the request.

123. To date, Respondent has not provided Mr. Dormanesh with the \$25,000 that he should have been holding in trust for the settlement of the second mortgage on the Somerset property.

**CONCLUSIONS OF LAW:**

124. By failing to promptly deliver the \$25,000 to Mr. Dormanesh, Respondent, failed to pay promptly, as requested by a client, any funds in Respondent's possession which the client is entitled to receive in wilful violation of Rule 4-100(B)(4) of the Rules of Professional Conduct.

**COUNT TWENTY-EIGHT**

Case No. 11-O-15562

**FACTS:**

125. On January 7, 2010, Mohsen and Mahnaz Azimzadeh ("Mr. and Mrs. Azimzadeh") employed Respondent and his law firm, Debt Relief Law Center, APC ("DRLC"), to provide legal services in connection with settling their second mortgage. Respondent informed Mr. and Mrs. Azimzadeh that it would be necessary for them to deposit \$25,000 into Respondent's CTA to be used toward the settlement of their second mortgage.

126. On January 11, 2010, Mr. and Mrs. Azimzadeh deposited \$5,000 into Respondent's CTA. On January 12, 2010, Mr. and Mrs. Azimzadeh deposited an additional \$20,000 into Respondent's CTA.

127. On February 4, 2010, prior to any disbursements being made on behalf of Mr. and Mrs. Azimzadeh and prior to Respondent settling their second mortgage, the balance in Respondent's CTA dropped to \$857.14.

**CONCLUSIONS OF LAW:**

128. By failing to maintain at least \$25,000 that Mr. and Mrs. Azimzadeh had provided him for the settlement of their second mortgage prior to any settlement of their second mortgage, Respondent failed to maintain the balance of funds received for the benefit of a client and deposited in a bank account labeled "Trust Account," "Client's Funds Account" or words of similar import in wilful violation of Rule 4-100(A) of the Rules of Professional Conduct.

COUNT TWENTY-NINE

Case No. 11-O-15562

**FACTS:**

129. The facts of Count Twenty-Eight are incorporated by reference.

130. On February 4, 2010, the balance in Respondent's CTA dropped to \$857.14.

131. Respondent intentionally or through gross negligence misappropriated \$24,102.86 of Mr. and Mrs. Azimzadeh's funds that he was to have held in trust pending the settlement of their second mortgage.

**CONCLUSIONS OF LAW:**

132. By misappropriating \$24,102.86 of the funds provided to him by Mr. and Mrs. Azimzadeh to settle their second mortgage, Respondent committed an act involving moral turpitude, dishonesty or corruption in wilful violation of Business and Professions Code section 6106.

COUNT THIRTY

Case No. 11-O-15562

**FACTS:**

133. The facts of Counts Twenty-Eight and Twenty-Nine are incorporated by reference.

134. In or about October 2010, Mr. and Mrs. Azimzadeh met with a representative of DRLC and were informed that their matter would be completed by December 2010. In or about January 2011, Mr.

and Mrs. Azimzadeh again met with a representative of DRLC and were informed that their case would be completed by March 15, 2011.

135. On June 1, 2011, after having received many empty promises regarding their matter, Mr. and Mrs. Azimzadeh requested a refund from Respondent . Respondent agreed to a full refund.

136. On July 4, 2011, Mr. and Mrs. Azimzadeh met with Respondent and he gave them a check for a partial refund in the amount of \$5,000. At no time did Respondent provide Mr. and Mrs. Azimzadeh with a refund of the remaining \$20,000.

**CONCLUSIONS OF LAW:**

137. By failing to promptly deliver the \$20,000 to Mr. and Mrs. Azimzadeh, Respondent failed to pay promptly, as requested by a client, any funds in Respondent's possession which the client is entitled to receive in wilful violation of Rule 4-100(B)(4) of the Rules of Professional Conduct.

COUNT THIRTY-ONE

Case No. 11-O-15660

**FACTS:**

138. On September 13, 2010, David Yashar ("Mr. Yashar") employed Respondent for legal services in relation to filing bankruptcy.

139. On September 15, 2010, Mr. Yashar paid Respondent \$1,000 in advanced legal fees for his bankruptcy matter.

140. Respondent did not provide any legal services of value to Mr. Yashar with respect to his bankruptcy filing. At no time did Respondent file a bankruptcy petition on behalf of Mr. Yashar.

**CONCLUSIONS OF LAW:**

141. By failing to file a bankruptcy petition on behalf of Mr. Yashar and failing to provide any other legal services of value with respect to Mr. Yashar filing for bankruptcy, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rule 3-110(A) of the Rules of Professional Conduct.

COUNT THIRTY-TWO

Case No. 11-O-15660

**FACTS:**

142. The facts of Count Thirty-One are incorporated by reference.

143. On July 3, 2011, Mr. Yashar contacted Respondent to find out the status of his bankruptcy filing. Respondent informed Mr. Yashar the Respondent was bankrupt and hung up on Mr. Yashar, effectively withdrawing from employment. At no time did Respondent advise Mr. Yashar how he should proceed with the bankruptcy or provide Mr. Yashar's file to him.

144. Mr. Yashar was not able to communicate with Respondent after July 3, 2011.

**CONCLUSIONS OF LAW:**

145. By failing to explain to Mr. Yashar the status of his bankruptcy matter, how Mr. Yashar should proceed and provide Mr. Yashar's file to him, Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to his client in wilful violation of Rule 3-700(A)(2) of the Rules of Professional Conduct.

COUNT THIRTY-THREE

Case No. 11-O-15660

**FACTS:**

146. The facts of Count Thirty-One and Thirty-Two are incorporated by reference.

147. Respondent effectively withdrew from the representation of Mr. Yashar.

148. Respondent did not earn the advanced fees Mr. Yashar paid to him.

149. At no time has Respondent refunded Mr. Yashar the \$1,000 in advanced fees paid by Mr. Yashar.

**CONCLUSIONS OF LAW:**

150. By failing to refund the \$1,000 in advanced fees paid by Mr. Yashar, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned in wilful violation of Rule 3-700(D)(2) of the Rules of Professional Conduct.

COUNT THIRTY-FOUR

Case No. 11-O-15738

**FACTS:**

151. On October 22, 2010, Cliff Lachman ("Mr. Lachman") employed Respondent and his law firm, Debt Relief Law Center, APC ("DRLC"), to provide him with legal services in connection with settling his second mortgage on his personal residence with JP Morgan Chase ("Chase"). Mr. Lachman was informed by a representative of DRLC that they could settle his \$600,000 second mortgage for \$175,000.

152. On November 19, 2010, Mr. Lachman provided Respondent with \$25,000 toward the \$175,000 to settle his second mortgage with Chase. On November 19, 2010, Respondent deposited the \$25,000 into Respondent's CTA.

153. On November 30, 2010, prior to Respondent settling Mr. Lachman's second mortgage with Chase or making any disbursements on his behalf, the balance of Respondent's CTA dropped to \$9,617.24.

154. On January 28, 2011, Mr. Lachman wire transferred \$100,000 toward the \$175,000 to settle his second mortgage with Chase to Respondent's CTA.

155. On January 31, 2011, prior to settling Mr. Lachman's second mortgage with Chase or making any disbursements on his behalf, the balance of Respondent's CTA dropped to \$42,575.55.

156. On February 16, 2011, Mr. Lachman provided Respondent with the final \$50,000 of the \$175,000 to settle his second mortgage with Chase. Respondent deposited the \$50,000 on February 17, 2011 into Respondent's CTA.

157. On March 28, 2011, prior to Respondent settling Mr. Lachman's second mortgage with Chase or making any disbursements on his behalf, the balance of Respondent's CTA dropped to \$907.62.

158. To date, Respondent has not settled Mr. Lachman's second mortgage with Chase or made any disbursements on his behalf.

**CONCLUSIONS OF LAW:**

159. By failing to maintain at least \$175,000 that Mr. Lachman had provided him for the settlement of the second mortgage with Chase prior to any settlement of the second mortgage,

Respondent failed to maintain the balance of funds received for the benefit of a client and deposited in a bank account labeled "Trust Account," "Client's Funds Account" or words of similar import in wilful violation of Rule 4-100(A) of the Rules of Professional Conduct.

COUNT THIRTY-FIVE

Case No. 11-O-15738

**FACTS:**

160. The facts of Count Thirty-Four are incorporated by reference.

161. Between On November 19, 2010 and February 17, 2011, Respondent received \$175,000 from Mr. Lachman to be held in trust to settle his second mortgage with Chase. During that time frame, Respondent deposited the entire \$175,000 into Respondent's CTA.

162. Respondent did not settle Mr. Lachman's second mortgage with Chase and made no other disbursements on his behalf.

163. On March 28, 2011, the balance in Respondent's CTA dropped to \$907.62.

164. Respondent intentionally or through gross negligence misappropriated \$174,092.38 of Mr. Lachman's funds that he was to have held in trust pending the settlement of his second mortgage with Chase.

**CONCLUSIONS OF LAW:**

165. By misappropriating \$174,092.38 of the funds provided to him by Mr. Lachman to settle his second mortgage with Chase, Respondent committed an act involving moral turpitude, dishonesty or corruption in wilful violation of Business and Professions Code section 6106.

COUNT THIRTY-SIX

Case No. 11-O-15738

**FACTS:**

166. The facts of Counts Thirty-Four and Thirty-Five are incorporated by reference.

167. In or about July 2011, Mr. Lachman requested a refund of the monies he had provided to Respondent for the settlement with Chase. Respondent received the request.

168. To date, Respondent has not provided Mr. Lachman with the \$175,000 that he should have been holding in trust for the settlement of Mr. Lachman's second mortgage with Chase.

**CONCLUSIONS OF LAW:**

169. By failing to promptly deliver the \$175,000 to Mr. Lachman , Respondent, failed to pay promptly, as requested by a client, any funds in Respondent's possession which the client is entitled to receive in wilful violation of Rule 4-100(B)(4) of the Rules of Professional Conduct.

**COUNT THIRTY-SEVEN**

Case No. 11-O-15739

**FACTS:**

170. On December 14, 2010, Ann York and Hamlet Khachatourians ("Ms. York and Mr. Khachatourians") employed Respondent and his law firm Debt Relief Law Center, APC ("DRLC"), to provide legal services in obtaining relief from foreclosure. Ms. York and Mr. Khachatourians were informed that they needed to provide an advance fee of \$3,250 to process their file for review of the foreclosure by an appellate body. They were also informed that DRLC would perform a forensic audit to determine whether there were legal grounds for the review and if not, half of their fee would be refunded to them.

171. On December 16, 2010, Ms. York paid Respondent the requested advanced fee of \$3,250.

172. In the next three months, Ms. York and Mr. Khachatourians made over 50 phone calls to Respondent requesting the status of their matter. Each time they called they would leave a message for a return call from Respondent with their call back number. Respondent received the messages. On one occasion a representative of DRLC called and informed Ms. York and Mr. Khachatourians that they "had a case" and would either get their property or money back.

173. At no time did Respondent advise Ms. York or Mr. Khachatourians that the forensic audit had been accomplished, what the results of the forensic audit were or provide them with a copy of a forensic audit.

174. Respondent failed to perform any legal services on behalf of Ms. York and Mr. Khachatourians in obtaining relief from the foreclosure of their property. Respondent failed to perform any other legal services of value for Ms. York and Mr. Khachatourians in connection with obtaining relief from the foreclosure of their property.

**CONCLUSIONS OF LAW:**

175. By failing to provide any legal services in connection with obtaining relief from the foreclosure of their property on behalf of Ms. York and Mr. Khachatourians or perform any other legal services of value in the representation of Ms. York and Mr. Khachatourians, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rule 3-110(A) of the Rules of Professional Conduct.

**COUNT THIRTY-EIGHT**

Case No. 11-O-15739

**FACTS:**

176. The facts of Count Thirty-Seven are incorporated by reference.

177. Respondent did not earn any portion of the \$3,250 advanced attorney fees paid by Ms. York and Mr. Khachatourians.

178. On March 10, 2011, Ms. York sent a letter to Respondent terminating his services and requesting a refund of the advanced attorney fee paid to Respondent. Respondent received the letter, but failed to respond and failed to refund the advanced attorney fees to Ms. York and Mr. Khachatourians.

179. On June 20, 2011, Ms. York and Mr. Khachatourians completed Respondent's Request for Refund and Notice of Cancellation forms. Respondent received the forms.

180. To date, Respondent has not refunded any portion of the \$3,250 in advanced attorney fees paid by Ms. York and Mr. Khachatourians.

**CONCLUSIONS OF LAW:**

181. By failing to refund the unearned attorney fees to Ms. York and Mr. Khachatourians, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned in wilful violation of Rule 3-700(D)(2) of the Rules of Professional Conduct.

**COUNT THIRTY-NINE**

Case No. 11-O-15743

**FACTS:**

182. Respondent wilfully violated Rules of Professional Conduct, rule 3-110(A), by intentionally, recklessly, or repeatedly failing to perform legal services with competence, as follows:



183. On December 7, 2010, Noushin Rezia (“Ms. Rezai”) employed Respondent and his law firm, Debt Relief Law Center, APC (“DRLC”) to provide her with legal services in connection with a home mortgage loan modification on her home. That same day, Ms. Rezai paid Respondent \$3,750 in advanced fees for the loan modification.

184. On April 22, 2011, Ms. Rezai was in route to Los Angeles from Northern California to meet with Respondent to discuss the strategy of her matter when she was contacted by a representative of DRLC notifying her that the meeting was cancelled. Ms. Rezai was informed that a conference call with Respondent of DRLC would be set up soon to discuss the strategy of her matter, however that conference call was never set up by Respondent or any representative of DRLC.

185. On June 2, 2011, Ms. Rezai received a Notice of Trustee Sale. She immediately emailed the Notice to DRLC and requested direction from Respondent. Respondent received the email, but did not respond.

186. On June 22, 2011, the day before her home was scheduled to be sold at auction, Ms. Rezai was instructed by a representative of DRLC to wire \$6,000 in advanced fees to Respondent’s business account if she wanted him to save her home from foreclosure. That same day, Ms. Rezai wired the \$6,000 in advanced fees to Respondent’s business account.

187. On June 23, 2011, Ms. Rezai advised a representative of DRLC that her home had sold at auction and she needed direction and advice from Respondent. Respondent received the request. Respondent did not give her any advice or direction.

188. On July 20, 2011, Ms. Rezai received a telephone call from a representative of DRLC informing her that the office was closed.

189. At no time did Ms. Rezai receive a loan modification through Respondent.

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

**CONCLUSIONS OF LAW:**

191. 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. Rezai, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rule 3-110(A) of the Rules of Professional Conduct.

COUNT FORTY

Case No. 11-O-15743

**FACTS:**

192. The facts of Count Thirty-Nine are incorporated by reference.

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

**CONCLUSIONS OF LAW:**

194. By negotiating, arranging or offering to perform a mortgage loan modification or mortgage loan forbearance for a fee paid by a borrower, and demanding, charging, collecting and receiving fees from Ms. Rezai 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 wilfully violated Business and Professions Code section 6106.3.

COUNT FORTY-ONE

Case No. 11-O-15743

**FACTS:**

195. The facts of Count Thirty-Nine are incorporated by reference.

196. Respondent effectively withdrew from Ms. Rezai's representation by informing her that the office was closed.

**CONCLUSIONS OF LAW:**

197. By failing to provide Ms. Rezai with any advice or direction after the foreclosure on her home and simply informing her that the office had closed, Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to his client in wilful violation of Rule 3-700(A)(2) of the Rules of Professional Conduct.

COUNT FORTY-TWO

Case No. 11-O-15743

**FACTS:**

198. The facts of Count Thirty-Nine are incorporated by reference.

199. Respondent did not earn any portion of the fees paid by Ms. Rezai.

200. Respondent effectively terminated his representation of Ms. Rezai when he informed her that his office was closed.

201. To date, Respondent has failed to refund any portion of the \$9,750 advanced attorney fees paid by Ms. Rezai.

**CONCLUSIONS OF LAW:**

202. By failing to refund any portion of the advanced attorney fees paid by Ms. Rezai, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned in wilful violation of Rule 3-700(D)(2) of the Rules of Professional Conduct.

COUNT FORTY-THREE

Case No. 11-O-15934

**FACTS:**

203. In or about July 2010, Dr. Adam Askari ("Dr. Askari") employed Respondent and his law firm Debt Relief Law Center, APC ("DRLC"), to provide him with legal services in connection with settling his second mortgage on his personal residence. Dr. Askari was assured by a representative of DRLC that the money he deposited with Respondent would be held in trust pending the settlement of the second mortgage and if they were not able to negotiate the second mortgage, he would receive back all of the money he deposited with Respondent.

204. On July 15, 2010, a representative of DRLC instructed Dr. Askari to go to Respondent's bank, Pacific Western Bank and deposit \$50,000 into Respondent's CTA for purposes of the second mortgage settlement. That same day, Dr. Askari deposited \$50,000 into Respondent's CTA.

205. On July 20, 2010, prior to Respondent settling Dr. Askari's second mortgage or making any disbursements on his behalf, the balance in Respondent's CTA dropped to \$501.74.

206. On July 29, 2010, Dr. Askari was again instructed by a representative of DRLC to deposit \$59,000 into Respondent's CTA for purposes of the second mortgage settlement. That same day, Dr. Askari deposited \$59,000 into Respondent's CTA.

207. On August 18, 2010, prior to Respondent settling Dr. Askari's second mortgage or making any disbursements on his behalf, the balance of Respondent's CTA dropped to \$171.74.

208. On October 20, 2010, Dr. Askari was again instructed by a representative of DRLC to deposit \$45,000 into Respondent's CTA. That same day, Dr. Askari deposited \$45,000 into Respondent's CTA.

209. On March 28, 2011, prior to Respondent settling Dr. Askari's second mortgage or making any disbursements on his behalf, the balance of Respondent's CTA dropped to \$907.62.

**CONCLUSIONS OF LAW:**

210. By failing to maintain at least \$154,000 that Dr. Askari had provided him for the settlement of Dr. Askari's second mortgage prior to any settlement of the second mortgage, Respondent failed to maintain the balance of funds received for the benefit of a client and deposited in a bank account labeled "Trust Account," "Client's Funds Account" or words of similar import in wilful violation of Rule 4-100(A) of the rules of Professional Conduct.

**COUNT FORTY-FOUR**  
Case No. 11-O-15934

**FACTS:**

211. The facts of Count Forty-Three are incorporated by reference.

212. Between On July 15, 2010 and October 20, 2010, Respondent received \$154,000 from Dr. Askari to be held in trust to settle his second mortgage. During that time frame, the entire \$154,000 was deposited into Respondent's CTA.

213. Respondent did not settle Dr. Askari's second mortgage and made no disbursements on his behalf.

214. On March 28, 2011, the balance in Respondent's CTA dropped to \$907.38.

215. Respondent intentionally or through gross negligence misappropriated \$153,092.38 of Dr. Askari's funds.

**CONCLUSIONS OF LAW:**

216. By misappropriating \$153,092.38 of the funds provided to him by Dr. Askari to settle his second mortgage, Respondent committed an act involving moral turpitude, dishonesty or corruption in wilful violation of Business and Professions Code 6106.

**COUNT FORTY-FIVE**

Case No. 11-O-15934

**FACTS:**

217. The facts of Counts Forty-Three and Forty-Four are incorporated by reference.

218. In or about June of 2011, after being repeatedly assured that everything was proceeding well by a representative of DRLC, Dr. Askari learned that his residence had been sold at a foreclosure sale. On July 6, 2011, Dr. Askari terminated Respondent's representation and requested a refund. Respondent received the refund request.

219. To date, Respondent has not provided Dr. Askari with the \$154,000 that he should have been holding in trust for the settlement of Dr. Askari's second mortgage.

**CONCLUSIONS OF LAW:**

220. By failing to promptly deliver the \$154,000 to Dr. Askari, Respondent, failed to pay promptly, as requested by a client, any funds in Respondent's possession which the client is entitled to receive in wilful violation of Rule 4-100(B)(4) of the Rules of Professional Conduct.

**COUNT FORTY-SIX**

Case No. 11-O-15980

**FACTS:**

221. In or about April 2011, Abraham Aghachi ("Mr. Aghachi") employed Respondent to provide him with legal services in connection with settling the mortgage loans on three of his properties; "the Malibu property", "the Westwood property", and "the Hunter property".

222. Respondent assured Mr. Aghachi that he would hold all funds provided by Mr. Aghachi for the settlements in trust pending the settlements.

223. On April 18, 2011, Mr. Aghachi provided Respondent with \$6,000 for the mortgage settlement on the Malibu property.

224. On April 18, 2011, Respondent deposited the \$6,000 into Respondent's business account.

225. On May 5, 2011, Mr. Aghachi provided Respondent with \$5,000 for the mortgage settlement on the Westwood property.

226. On May 9, 2011, Respondent deposited the \$5,000 into Respondent's business account.

227. On May 12, 2011, Mr. Aghachi provided Respondent with another \$5,000 for the mortgage settlement on the Westwood property.

228. On May 17, 2011, Respondent deposited the additional \$5,000 into Respondent's business account.

**CONCLUSIONS OF LAW:**

229. By failing to deposit the \$6,000 that Mr. Aghachi provided him for the mortgage settlement of the Malibu property and the \$10,000 that Mr. Aghachi provided him for the mortgage settlement of the Westwood property when he had assured Mr. Aghachi that the money for the settlements would be held in trust for the settlements, Respondent failed to deposit funds received for the benefit of a client in a bank account labeled "Trust Account," "Client's Funds Account" or words of similar import in wilful violation of Rule 4-100(A) of the Rules of Professional Conduct.

COUNT FORTY-SEVEN  
Case No. 11-O-15980

**FACTS:**

230. The facts of Count Forty-Six are incorporated by reference.

231. Respondent made no disbursements of Mr. Aghachi's \$16,000 on his behalf.

232. On May 25, 2011, the balance of Respondent's business account dropped to \$15,039.01.

233. Respondent intentionally or through gross negligence misappropriated \$960.99 of Mr. Aghachi's funds that he was to have held in trust pending settlement of Mr. Aghachi's second mortgages on the Malibu and Westwood properties.

**CONCLUSIONS OF LAW:**

234. By misappropriating \$960.99 of the funds provided to him by Mr. Aghachi to settle his second mortgages on the Malibu and Westwood properties, Respondent committed an act involving moral turpitude, dishonesty or corruption in wilful violation of Business and Professions Code section 6106.

COUNT FORTY-EIGHT  
Case No. 11-O-15980

**FACTS:**

235. The facts of Count Forty-Six are incorporated by reference.

236. On May 6, 2011, Mr. Aghachi provided Respondent with an additional \$150,000 for the mortgage settlement on the Westwood property. On May 6, 2011, Respondent deposited the \$150,000 into Respondent's CTA.

237. On May 11, 2011, prior to Respondent settling the mortgage on the Westwood property or making any disbursements on Mr. Achachi's behalf, the balance of Respondent's CTA dropped to \$141,407.62. On May 26, 2011, prior to Respondent settling the mortgage on the Westwood property or making any disbursements on Aghachi's behalf, the balance of Respondent's CTA dropped to \$121,407.62. On May 31, 2011, prior to Respondent settling the mortgage on the Westwood property or making any disbursements on Mr. Aghachi's behalf, the balance of Respondent's CTA dropped to \$38,854.10.

238. To date, Respondent has not settled the mortgage on Mr. Aghachi's Westwood property, nor made any other disbursements on Mr. Aghachi's behalf.

**CONCLUSIONS OF LAW:**

239. By failing to maintain at least \$150,000 that Mr. Aghachi provided him for the settlement of the mortgage on the Westwood property prior to the settlement of the mortgage on the Westwood property or making any disbursements on his behalf, Respondent failed to maintain the balance of funds received for the benefit of a client and deposited in a bank account labeled "Trust Account," "Client's Funds Account" or words of similar import in wilful violation of Rule 4-100(A) of the Rules of Professional Conduct.

COUNT FORTY-NINE  
Case No. 11-O-15980

**FACTS:**

240. The facts of Counts Forty-Six, Forty-Seven, and Forty-Eight are incorporated by reference.

241. To date, Respondent has not settled the mortgage on the Malibu property or the Westwood property and has made no other disbursements on behalf of Mr. Aghachi.

242. On May 31, 2011, the balance of Respondent's CTA dropped to \$38,864.10.

243. Respondent intentionally or with gross negligence misappropriated \$111,135.90 of Mr. Aghachi's funds.

**CONCLUSIONS OF LAW:**

244. By misappropriating \$111,135.90 of the funds provided to him by Mr. Aghachi to settle the mortgages on the Malibu and Westwood properties, Respondent committed an act involving moral turpitude, dishonesty or corruption in wilful violation of Business and Professions Code section 6106.

COUNT FIFTY  
Case No. 11-O-15980

**FACTS:**

245. The facts of Counts Forty-Six, Forty-Seven, Forty-Eight, and Forty-Nine are incorporated by reference.

246. In or about June 2011, Mr. Aghachi met with Respondent and requested the return of his funds that he had provided Respondent to settle the mortgages on the Malibu and Westwood properties. Respondent informed Mr. Aghachi that he would review the files and get back to him.

247. To date, Mr. Aghachi has not heard from Respondent since in or about June 2011.

248. To date, Respondent has not refunded Mr. Aghachi's \$166,000.

**CONCLUSIONS OF LAW:**

249. By failing to promptly deliver the \$166,000 to Mr. Aghachi, Respondent, failed to pay promptly, as requested by a client, any funds in Respondent's possession which the client is entitled to receive in wilful violation of Rule 4-100(B)(4) of the Rules of Professional Conduct.

COUNT FIFTY-ONE  
Case No. 11-O-17785

**FACTS:**

250. On September 23, 2009, Mohsen Mir ("Mr. Mir") employed Respondent and his law firm, Debt Relief Law Center, APC to provide him with legal services in connection with a home mortgage loan modification on his first mortgage with JP Morgan Chase ("Chase") and a settlement of his second mortgage with Bank of America ("B of A"). That day, Mr. Mir paid Respondent \$3,750 in advanced attorney fees.



251. On December 1, 2009, Mr. Mir provided Respondent with \$150,000 toward the settlement of his second mortgage with B of A. Respondent assured Mr. Mir that he would hold the \$150,000 in trust for settlement purposes only with B of A.

252. On December 2, 2009, Respondent deposited the \$150,000 into Respondent's business account.

**CONCLUSIONS OF LAW:**

253. By failing to deposit the \$150,000 that Mr. Mir provided him to settle his second mortgage with B of A into a client trust account when Respondent has assured Mr. Mir that the money for the settlement would be held in trust for the settlement with B of A, Respondent failed to deposit funds received for the benefit of a client in a bank account labeled "Trust Account," "Client's Funds Account" or words of similar import in wilful violation of Rule 4-100(A) of the Rules of Professional Conduct.

COUNT FIFTY-TWO  
Case No. 11-O-17785

**FACTS:**

254. The facts of Count Fifty-One are incorporated by reference.

255. On February 3, 2010, the balance in Respondent's business account dropped to \$6,319.94.

256. Respondent intentionally or through gross negligence misappropriated \$143,680.06 of Mr. Mir's funds.

**CONCLUSIONS OF LAW:**

257. By misappropriating \$143,680.06 received from Mr. Mir, Respondent committed an act involving moral turpitude, dishonesty or corruption in wilful violation of Business and Professions Code section 6106.

**PENDING PROCEEDINGS.**

The disclosure date referred to, on page 2, paragraph A(7), was April 30, 2012.

**COSTS OF DISCIPLINARY PROCEEDINGS.**

Respondent acknowledges that the Office of the Chief Trial Counsel has informed respondent that as of April 30, 2012, the prosecution costs in this matter are \$13,973. 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 has cooperated fully throughout this proceeding and is executing this stipulation without the necessity of trial.

At the time of the misconduct, Respondent was experiencing extreme financial problems and was in the midst of a trial separation with his wife. Respondent now realized that he inappropriately surrendered his authority to a non-attorney who was handling the financial aspects of Respondent's law practice.

## RESTITUTION

In addition to the payees listed on page seven, 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
Shahrooz & Fariba Arianpour	\$357,000	April 11, 2011
Mohammed Hedayati	4,000	August 30, 2010
Faramarz Dormanesh	29,000	September 10, 2010
Mohsen & Mahnaz Azimzadeh	20,000	January 12, 2010
David Yashar	1,000	September 15, 2010
Cliff Lachman	175,000	February 16, 2011
Ann York	3,250	December 16, 2010
Noushin Rezai	9,750	June 22, 2011
Adam Askari	154,000	October 20, 2010
Abraham Aghachi	136,000	June 12, 2011
Mohsen Mir	153,750	December 1, 2009

## 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 2.2 provides that the culpability of a member of wilful misappropriation of entrusted funds or property shall result in disbarment.

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.

(Do not write above this line.)

In the Matter of: Vafa Allan Khoshbin, 165486	Case Number(s): 11-O-15320, et al.
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**Nolo Contendere Plea Stipulations to Facts, Conclusions of Law, and Disposition**

The terms of pleading nolo contendere are set forth in the Business and Professions Code and the Rules of Procedures of the State Bar. The applicable provisions are set forth below:

**Business and Professions Code § 6085.5 Disciplinary Charges; Pleas to Allegations**

There are three kinds of pleas to the allegations of a notice of disciplinary charges or other pleading which initiates a disciplinary proceeding against a member:

- (a) Admission of culpability.
- (b) Denial of culpability.
- (c) Nolo contendere, subject to the approval of the State Bar Court. The court shall ascertain whether the member completely understands that a plea of nolo contendere will be considered the same as an admission of culpability and that, upon a plea of nolo contendere, the court will find the member culpable. The legal effect of such a plea will be the same as that of an admission of culpability for all purposes, except that the plea and any admissions required by the court during any inquiry it makes as to the voluntariness of, or the factual basis for, the pleas, may not be used against the member as an admission in any civil suit based upon or growing out of the act upon which the disciplinary proceeding is based.

**Rules of Procedure of the State Bar, rule 5.56. Stipulations to Facts, Conclusions of Law, and Disposition**

“(A) **Contents.** A proposed stipulation to facts, conclusions of law, and disposition must comprise:

[¶] . . . [¶]

(5) a statement that the member either:

- (a) admits the truth of the facts comprising the stipulation and admits culpability for misconduct; or
- (b) pleads nolo contendere to those facts and misconduct;

[¶] . . . [¶]

(B) **Plea of Nolo Contendere.** If the member pleads nolo contendere, the stipulation must also show that the member understands that the plea is treated as an admission of the stipulated facts and an admission of culpability.”

I, the Respondent in this matter, have read the applicable provisions of Business and Professions Code section 6085.5 and rule 5.56 of the Rules of Procedure of the State Bar. I plead nolo contendere to the charges set forth in this stipulation and I completely understand that my plea will be considered the same as an admission of culpability except as stated in Business and Professions Code section 6085.5(c).

4/30/12 \_\_\_\_\_ Vafa Allan Khoshbin  
Date Respondent's Signature Print Name

(Do not write above this line.)

In the Matter of: Vafa Allan Khoshbin, 165486	Case number(s): 11-O-15320, 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.

<u>4/30/12</u> Date	<u></u> Respondent's Signature	<u>Vafa Allan Khoshbin</u> Print Name
<u>4/30/12</u> Date	<u></u> Deputy Trial Counsel's Signature	<u>Suzan J. Anderson</u> Print Name

(Do not write above this line.)

In the Matter of: Vafa Allan Khoshbin, 165486	Case Number(s): 11-O-15320, et al.
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### DISBARMENT 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.


At page 7, "Financial Conditions," paragraph a: re the first payee, substitute "Benjamin" for "Banjamin"

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 5.58(E) & (F), 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 Vafa Allan Khoshbin 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 5.111(D)(2) of the Rules of Procedure of the State Bar of California, or as otherwise ordered by the Supreme Court pursuant to its plenary jurisdiction.

May 2, 2012

Date



Judge of the State Bar Court

**DONALD F. MILES**

**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 May 2, 2012, 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 DISBARMENT**

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

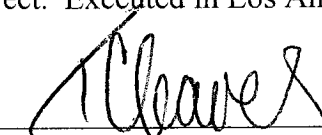
- by first-class mail, with postage thereon fully prepaid, through the United States Postal Service at Los Angeles, California, addressed as follows:

**VAFA A. KHOSHBIN  
LAW OFFICE OF V ALLAN KHOSHBIN  
1722 WESTWOOD BLVD STE 205  
LOS ANGELES, CA 90024**

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

**SUZAN ANDERSON, Enforcement, Los Angeles**

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on May 2, 2012.



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Tammy Cleaver  
Case Administrator  
State Bar Court