BEFORE THE PRESIDING DISCIPLINARY JUDGE

IN THE MATTER OF A MEMBER OF THE STATE BAR OF ARIZONA, **ALEXANDER ZOLFAGHARI MONFARED,** **Bar No. 030111** Respondent.	**PDJ 2020-9052** **FINAL JUDGMENT AND ORDER** State Bar File Nos. 18-2761, 19-2541, 20-0239, 20-0240, 20-0241, 20-0242, 20-1069, 20-1253, 20-2279, 20-2286, 20-2378, 20-2384, 20-2400, 20-2449, 20-2473, 20-2487, 20-2515, 20-2532, 20-2561, 20-2580, 20-2584, 20-2627, 20-2675, 20-2705, 21-0025, 21-0066, 21-0261 and 21-0465 **FILED MARCH 30, 2021**

The Presiding Disciplinary Judge of the Supreme Court of Arizona accepted the parties' Agreement for Discipline by Consent pursuant to Rule 57(a), Ariz. R. Sup. Ct. Accordingly:

IT IS ORDERED Respondent, **ALEXANDER ZOLFAGHARI MONFARED, Bar No. 030111**, is suspended from the practice of law for five (5) years for his conduct in violation of the Arizona Rules of Professional Conduct, as outlined in the consent documents, effective thirty (30) days from the date of this order.

IT IS FURTHER ORDERED Respondent shall pay Restitution in the following amounts to the following persons:

A. Debora Zieske (Count Nine) - $2,830.00;

B. Michael James Core-Miner (Count Ten) - $8,200.00;

C. Carmen Montano (Count Eleven) - $2,700.00;

D. Brian Barry (Count Twelve) - $2,835.00;

E. Sarah Webb (Count Thirteen) - $3,000.00;

F. Jeremy Dominguez (Count Fifteen) - $1,500.00;

G. Grace Alexander (Count Sixteen) - $4,000.00;

H. Shirley Lester (Count Seventeen) - $2,000.00;

I. Rachel Springer (Count Eighteen) - $2,835.00;

J. Kayla Peterson (Count Nineteen) - $2,500.00;

K. Paul Munsterman (Count Twenty) - $2,500.00;

L. Heidi Myers (Count Twenty-two) - $2,990.00;

M. Karen Bennett (Count Twenty-three) - $10,500.00;

N. Thomas O'Brien (Count Twenty-five) - $2,500.00;

O. Sara Vance (Count Twenty-eight) - $2,500.00.

IT IS FURTHER ORDERED upon reinstatement Respondent shall be subject to any terms of probation imposed as a result of reinstatement hearings held.

IT IS FURTHER ORDERED pursuant to Rule 72 Ariz. R. Sup. Ct., Respondent shall comply with the requirements relating to notification of clients and others.

IT IS FURTHER ORDERED Respondent shall pay the costs and expenses of the State Bar of Arizona in the amount of $6,738.80, within thirty (30) days from the date of this Order. There are no costs or expenses incurred by the Office of the Presiding Disciplinary Judge in connection these proceedings.

IT IS FURTHER ORDERED Respondent's Petition for Transfer to Disability Inactive Status (PDJ 2020-9106-D) and subsequent request to stay all discipline proceedings are withdrawn.

IT IS FURTHER ORDERED vacating this court's order temporarily transferring Respondent to disability inactive status, and the April 5, 2021 hearing date on Respondent's petition and request for stay.

DATED this 30th day of March, 2021.

William J. O'Neil

William J. O'Neil, Presiding Disciplinary Judge

Copies of the foregoing mailed/emailed
this 30th day of March, 2021, to:

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BEFORE THE PRESIDING DISCIPLINARY JUDGE

IN THE MATTER OF A MEMBER OF THE STATE BAR OF ARIZONA, **ALEXANDER ZOLFAGHARI MONFARED,** **Bar No. 030111,** Respondent.	**PDJ 2020-9052** State Bar File Nos. 18-2761, 19-2541, 20-0239, 20-0240, 20-0241, 20-0242, 20-1069, 20-1253, 20-2279, 20-2286, 20-2378, 20-2384, 20-2400, 20-2449, 20-2473, 20-2487, 20-2515, 20-2532, 20-2561, 20-2580, 20-2584, 20-2627, 20-2675, 20-2705, 21-0025, 21-0066, 21-0261 and 21-0465 **AGREEMENT FOR DISCIPLINE BY CONSENT**

The State Bar of Arizona, and Respondent Alexander Zolfaghari Monfared who is represented by counsel Nancy A. Greenlee, hereby submit their Agreement for Discipline by Consent pursuant to Rule 57(a), Ariz.R.S.Ct.[1] In six charges (State Bar file nos. 18-2761, 19-2541, 20-0239, 20-0240, 20-0241, and 20-0242, PDJ 2020-9052) the Attorney Discipline Probable Cause Committee entered a probable cause order on October 31, 2019. The State Bar filed a formal complaint in those six cases on July 8, 2020. Respondent responded to the State Bar's screening investigations in some of the remaining 22 charges. On November 9, 2020, Respondent filed a Petition for Transfer to Disability Inactive Status (PDJ 2020-9106-D), the proceedings as to which are confidential under Rule 63(e). On December 23, 2020, Respondent filed a supplement to his petition by which he requested a stay of his pending charges. The parties agreed to postpone Respondent's deadline to respond to bar charges until his disability and stay requests were resolved. On January 6, 2021, the court issued an order temporarily transferring Respondent to disability

[1] All references to rules are to the Arizona Rules of the Supreme Court unless stated otherwise.

inactive status and staying any pending disciplinary proceedings. The court set April 5, 2021, as the hearing date on Respondent's petition and request for stay.

By this Agreement for Discipline by Consent, the parties intend to resolve all pending discipline charges and vacate Respondent's petition to transfer to disability inactive status and vacate the stay of the discipline proceedings. Respondent voluntarily waives the right to an adjudicatory hearing, unless otherwise ordered, and waives all motions, defenses, objections or requests which have been made or raised, or could be asserted thereafter, if the conditional admissions and proposed form of discipline are approved.

Pursuant to Rule 53(b)(3) notice of this agreement was provided to the complainants by letter or email on March 25, 2021. Complainants have been notified of the opportunity to file a written objection to the agreement with the State Bar within five (5) business days of bar counsel's notice. Copies of Complainants' objections, if any, have been or will be provided to the presiding disciplinary judge.

Respondent conditionally admits that his conduct, as set forth below, violated Rule 42, ERs 1.1, 1.2, 1.3, 1.4, 1.5, 1.7, 1.8, 1.15, 1.16, 3.2, 3.3, 3.4, 5.1, 5.3, 5.4, 5.5, 8.1(a), 8.4(b), 8.4(c), and 8.4(d); and Rules 41(e), 41(i), and 54(c).

Upon acceptance of this agreement, Respondent agrees to accept imposition of a suspension for five (5) years; restitution as itemized below; and withdrawal of his disability and stay petition. Respondent also agrees to pay the costs and expenses of the disciplinary proceeding, within 30 days from the date of this order. If costs are not paid within the 30 days interest will begin to accrue at the legal rate.[2] The State Bar's Statement of Costs and Expenses is attached as Exhibit A.

FACTS

1. Respondent was licensed to practice law in Arizona on March 19, 2013. He also was admitted to practice law in Pennsylvania in 1993, New York in 1998, and North Carolina in 2005, in each of which states he is on inactive status.

COUNT ONE (File no. 18-2761/Cookerly)

2. The Arizona Department of Child Services (DCS) initiated dependency proceedings against Complainant Denise Cookerly's daughter, Cheyenne, and the father of his and Cheyenne's baby girl. DCS alleged that neither the father nor

[2] Respondent understands that the costs and expenses of the disciplinary proceeding include the costs and expenses of the State Bar of Arizona, the Disciplinary Clerk, the Probable Cause Committee, the Presiding Disciplinary Judge and the Supreme Court of Arizona.

Cheyenne was a fit parent. Cheyenne had severe drug and mental health issues, as did the father. The baby was temporarily placed with Complainant, the baby girl's grandmother.

3. A court hearing was set for September 12, 2018. Dissatisfied with her court-appointed lawyer, Cheyenne searched for a private lawyer on the internet and chose The Pew Law Center. On August 27, 2018, she called for an appointment and visited the Pew Law Center on August 28.

4. Cheyenne attended her appointment on August 28 and met Kimberlee Nelson, a paralegal at The Pew Law Center. Nelson had 25 years of experience as a paralegal. Cheyenne claims that Nelson told her she would be Cheyenne's lawyer. Nelson claims she emphasized to Cheyenne that she was a paralegal and not a lawyer. Nelson gave Cheyenne nothing in writing (e.g., a letter, firm brochure, or business card) to explain her position or role in the firm. Nelson told the State Bar that she had only recently been hired by the Pew Law Center so the firm did not yet have written materials showing her status with the firm.

5. Nelson (in consultation with Lawrence Pew) quoted Cheyenne a $3,000 fee. Respondent did not meet with Cheyenne at that meeting, because she had to

leave to attend a DCS appointment before Respondent could meet with her. Nelson and Respondent claimed that they called Cheyenne twice and left messages but Cheyenne did not return the call. Respondent claimed he left Cheyenne a voicemail explaining the fee agreement and encouraging her to call back with questions.

6. Complainant (who was client's mother and not a client) and Cheyenne claim they returned to Respondent's office the next day. They claim they asked for their lawyer, Kimberlee. Since they arrived unannounced, the receptionist summoned Nelson who met with Complainant and Cheyenne in the same room in which Nelson met with Cheyenne the day before. Respondent claims Kimberlee explained that their attorney was Mr. Zolfaghari and he was not present. Complainant and Cheyenne deny that, and thought Kimberlee was their lawyer. Complainant gave Nelson $2,400 and explained she would have to pay the $600 balance over time. Nelson gave Cheyenne a fee agreement to sign and then took it back. Respondent signed the fee agreement later although not in Cheyenne's presence; he did not discuss the ramifications of the fee agreement with her because, according to him, he had left her a message about the fee agreement the afternoon before and she did not respond to further messages.

7. Complainant claims Nelson did not explain to Complainant that she was a paralegal. Nelson believed she explained that sufficiently to Cheyenne the day before and assumed Cheyenne explained it to her mother. Neither Nelson nor Respondent obtained ER 1.8(f) informed consent from Cheyenne regarding Complainant's payment of fees for Cheyenne. Respondent was unavailable to meet Complainant and Cheyenne that day but claims he called Cheyenne again later and left her another voice message.

8. The fee agreement identified the $3,000 as a "base fee." Respondent admitted in his response to the State Bar's screening investigation that "base fee" is wrong and that the fee agreement should have referred to the fee as a "flat fee." Also, the fee agreement identified the fee as earned on receipt but did not include ER 1.5(d)(3) language. The fee agreement stated that if the client terminates the representation, she must pay actual fees calculated at an hourly rate plus actual costs, or a $365.00 administration fee plus $135.00/month for each month during which the firm was retained, whichever is greater. According to Respondent, the fee agreement was given to him by Lawrence D. Pew, the owner of The Pew Law Center, and Respondent was instructed by Mr. Pew to use that fee agreement.

9. The scope of services in the fee agreement included a number of tasks but court action was limited to Notice of Appearance, attendance at the September 12, 2018 hearing, and preparation of motions. Respondent claims that in the phone message he left for Cheyenne on August 28, he explained that representation was only through the September 12 hearing.

10. Nelson told the State Bar that she communicated with Respondent throughout the short time during which Respondent represented Cheyenne and that he supervised her actions. Kimberlee Nelson produced an itemized statement of her time. Respondent also furnished an itemized statement and it differs from Nelson's. Respondent's itemized statement does not refer to any interaction with Nelson until after the September 12 hearing, which was allegedly when Cheyenne and Complainant expressed surprise that someone other than Nelson was Cheyenne's lawyer.

11. Attorney Jillian Hindo represented Complainant. The State Bar contends, and Respondent disputes, emails between Ms. Hindo and Nelson from September 6-11, 2018 create the reasonable impression that Nelson passed herself off as Cheyenne's lawyer. They include:

a. September 6: Nelson sent Hindo the Notice of Substitution by which Pew Law Center was to become Cheyenne's new lawyer. It included a signature line for Lawrence Pew but identified knelson@pewlaw.com as the email address of record. The email continued: "I have asked the AG to send me copies of the case file and the most recent Case Plan from Dyvonia. I will share whatever files I get from either of them." Hindo replied: "I look forward to working with you on this matter."

b. Nelson responded: "I look forward to working with you as well."

c. September 7: Nelson to Hindo—"Jillian, Is there any way we can meet with Cheyenne and your client on Monday? I need mom on board and I think your client may help." In subsequent emails Nelson and Hindo agreed to meet with their respective clients at Hindo's office at 9:30 a.m., Monday Sept. 10.

d. September 10: Nelson to Hindo—"Hello Jillian, I am going to have to make this morning via telephone. I will call your office at 9:30. Sorry for the late notice." Hindo agreed.

12. During the September 10 telephonic meeting, Nelson recommended certain courses of action that led Hindo to believe that Nelson was not acting in Cheyenne's best interests. Nelson told Hindo that at the upcoming review hearing she would ask the court to set an evidentiary hearing and asked Hindo if she agreed with Nelson's strategy. Hindo knew that Cheyenne had no favorable evidence to present. At no point during the September 10 conference did Nelson mention Respondent's name, his involvement in the case, or that he rather than she was Cheyenne's lawyer.

13. Later in the morning of September 10, 2018, the emails resumed:

a. September 10: Hindo to Nelson—"Thank you for including us in the meeting this morning. I wanted to mention outside of our clients that a better avenue than an evidentiary hearing might be to start with a Motion to Compel DCS to turn over documents/discovery. If it were me I would lean on the argument that Cheyenne has been trying to get the documents, court appointed counsel refused to speak with her, DCS has not been forthcoming, time is needed, etc. ruling on immediate placement would be prejudicial, etc. If they go for it they will set another return hearing 2-3 months out, which gives Cheyenne more time to get her life in order. They usually roll their eyes at us when we ask for a trial, especially because we don't have evidence in our possession yet. It's your client and totally up to you either way but I thought I might mention it based on past experiences in the juvenile court."

b. Nelson replied: "Jillian, I just received the attached [Court Report]. It appears that the case plan is to continue placement with Denise [Complainant] at this time. So, I don't think there will be any surprises with regard to placement on Wednesday. What are your thoughts?"

c. Hindo answered: "If that is the case I would just wait until Wednesday to even make the Motion to Compel Turnover and do it orally. Unless, they try to blindside her with the immediate placement I do not see a need to make the argument."

d. Nelson responded: "Agreed. Thanks."

14. Suspicious of Nelson, Hindo researched her during the evening of September 10 and discovered that her true status with Respondent's firm was as a paralegal. That night Ms. Hindo emailed Nelson and asked which lawyer would appear at the Wednesday hearing. The following day Nelson replied that she and

Respondent would appear. Hindo responded immediately and asked Nelson to copy Respondent on the email. She said: "My understanding is you are the paralegal and not counsel, which you have yet to disclose. I would like to speak to counsel on this matter. Please provide his contact information immediately."

15. Respondent maintains that he contacted his client, Cheyenne, via telephone to no avail, and that there was never any doubt that Respondent had previously identified herself as Cheyenne's lawyer to Cheyenne. Respondent maintains that Mrs. Hindo was a third party's lawyer (she represented Cheyenne's mother/complainant) and he had no obligation to communicate with Ms. Hindo about anything.

16. Hindo called Respondent to report these events. To Hindo, Respondent did not seem concerned and told Hindo that he'd always been the attorney on the case. Respondent's status as attorney on the case, however, had allegedly not been disclosed to Hindo or Cheyenne. Hindo was concerned that Respondent encouraged Nelson to engage in the unauthorized practice of law, and also put Hindo in jeopardy of violating ER 4.2 (communicating with a person known to be represented by counsel without that counsel's consent). On September 13, 2018, after the September

12 hearing, Hindo put her concerns in writing to Pew and suggested he take appropriate action toward Nelson and Respondent.

17. Cheyenne and Complainant appeared at the September 12 hearing where both met Respondent for the first time. They claim they were surprised to learn that Respondent rather than Nelson was Cheyenne's lawyer. Nelson and Respondent deny that Cheyenne or Complainant claimed surprise and stated instead that after the hearing they all discussed what occurred and what would happen going forward. Cheyenne had made some progress in her drug treatments but relapsed with a positive methamphetamine test a week earlier. The father was making more progress faster and this discouraged Cheyenne. The judge, however, encouraged both parents and set the case for a review hearing in December 2018.

18. Respondent violated Rule 42, Ariz. R. Sup. Ct., ERs 1.4, 1.5, 1.8, and 5.3.

COUNT TWO (File no. 19-2541/Kunwer)

19. Complainant needed representation in an immigration-related matter. He needed to replace his lost Employment Authorization Document (EAD). On

August 1, 2019, Complainant hired The Pew Law Center to obtain a new EAD for him. The flat fee was $500, earned upon receipt.

20. Complainant met with a woman, Karen Lozoya, whom Complainant believed to be the firm's immigration lawyer. Respondent claims Complainant was advised that Ms. Lozoya was not a lawyer and was working under the supervision of Mr. Pew. Lozoya was a lawyer admitted in Mexico but not in the U.S.; it stated so on her business card. In his response to the State Bar's screening investigation, Respondent referred to Lozoya as a paralegal.

21. Complainant told Lozoya to which government office to send his EAD application. Lozoya prepared the EAD application package in accord with Complainant's instructions and told the State Bar Respondent directed it to go elsewhere. Respondent denies this. After a few days, Complainant asked for a status and Lozoya told him she could no longer help him because she left Pew's firm and had no access to information.

22. On August 20, 2019, a legal assistant at the Pew Firm allegedly told Complainant that his new immigration lawyer was Michelle Chandler. Respondent maintains that Ms. Chandler was never a lawyer or paralegal and not authorized to

speak with any clients; she was a marketing specialist who was fired for wrongdoing after one week. Ms. Chandler denies she was fired and denies any wrongdoing. Complainant claims Ms. Chandler told Complainant she would need a week to get up to speed on his matter, but within a week she left the firm (per Ms. Chandler) or was terminated (per Respondent). Complainant claims that Ms. Chandler told Complainant that Mr. Pew was stealing money from immigration clients.

23. Complainant contacted the firm and was put in touch with Respondent, the firm's managing attorney. Respondent claims this was the first time Respondent knew of this matter or had spoken with Complainant. The firm had no other immigration lawyers and referred Complainant to an attorney at a different firm. Respondent, following Mr. Pew's instructions, told Complainant to come to the office for a refund.

24. At the August 29, 2019 meeting, Complainant met with a legal assistant who had Complainant sign a Cancellation Agreement that included a mutual waiver of claims but nothing regarding a refund. The legal assistant told Complainant it would take a few days to process his refund. Later, Respondent signed the agreement.

25. On August 30, 2019, the legal assistant emailed Complainant an itemization of services showing that at $350/hr., The Pew Law Center expended $600 worth of services on Complainant's behalf. Respondent says he had no authority at the time to issue a refund as instructed by Mr. Pew so he offered Complainant $500 off of future legal services. That day Complainant contacted the SBA.

26. Pew disavows any knowledge of Complainant. Pew made Respondent the firm's managing attorney in May 2018, but Respondent says he was only in charge of HR matters and firm advertising. He further claims Mr. Pew continued to handle all legal matters as is evidenced by the fact that all filings made in court bore Pew's name, not Respondent's. According to Lozoya, Respondent decided to add immigration services to the practice, hired Lozoya in April 2019, and supervised her. Respondent says Mr. Pew instructed him to hire Lozoya and that Respondent supervised her in conjunction with Mr. Pew. Respondent agreed to pay Lozoya $7.50/hr. plus 30% of the firm's immigration practice income.

27. Lozoya departed the firm on August 15, 2019. Thereafter, Lozoya claims Respondent falsely accused Lozoya of taking client files with her. There were

no physical files to take; all "files" were maintained electronically. Were the matter to proceed to a contested hearing, Respondent would testify that not all files were maintained electronically and that Lozoya did keep physical files.

28. By a written "Asset Purchase Agreement" dated September 4, 2019, Respondent and his company, Wise Counsel LLC, bought Pew's firm. Among the written terms were these:

> Buyer understands and will service all existing clients of the Seller and incur any reasonable expense to resolve or fulfill the contract (including assume any liabilities created after the Closing Date under any client relationship).
>
> * * *
>
> As a condition precedent to the Closing Date, the following shall have occurred: (a) Seller shall first deliver to Buyer: . . . (D) A certified check of all funds in Seller's operating account by Seller to Alexander B. Zolfaghari and an account statement for the last thirty (30) days prior to the Closing Date.
>
> Following the Closing, Seller will provide Buyer any reasonable non-legal assistance requested by Buyer in transitioning the operation of the Business to Buyer, including, but not limited, to accounts, historical information and background info on existing or prior clients. Seller will, upon delivering a detailed invoice to Buyer, be compensated by Buyer at the rate of $65 per hour (in 15-minute increments) for any legal and related services rendered (including, but not limited, any training, Infusionsoft or marketing services). Seller agrees to file with the IRS on or after the Closing Date any Offer-in-Compromise petitions for existing client and currently in process at no charge to Buyer but will charge the agreed upon rate for any legal services performed in connection with any additional Offer-in-Compromise petitions to be filed

> after the Closing Date. Seller further agrees to continue to provide consultations for potential tax clients and represent new and existing tax clients on a contract basis for and on behalf of The Pew Law Center.

29. The sale closed and Respondent took over as owner of The Pew Law Center, the name of which he changed to Zolman Law. In State Bar disciplinary proceedings related to Pew, Mr. Pew claimed he was too physically and mentally ill to provide notices to clients under ER 1.17. Were this matter to proceed to a contested hearing, Respondent and former office staff would dispute this claim. Respondent never agreed to provide notices to clients and ER 1.17 is clear that the notice obligation belongs to the seller of the firm, i.e., Pew. In fact, at a contested hearing Respondent would provide testimony of a former staff member who was asked by Pew if she had time to prepare the notices. The staff member would testify she told him she couldn't do the notices because she didn't have time to do her job and the notices. At a contested hearing the State Bar would offer evidence that Pew asked Respondent to provide notices to clients under ER 1.17 and Respondent agreed to do so; there is no prohibition under ER 1.17 against the firm's seller delegating to others the notice obligation; ER 1.17 conditions apply to buyers, too ("A lawyer or law firm may sell **or purchase** a law practice . . . if the following

conditions are satisfied . . . ." [emphasis added]); and ER 1.17 does not negate the buying lawyer's ER 1.4 duty to communicate to his newly-purchased clients that he is now their lawyer.

30. The State Bar sent Respondent a screening letter on September 11, 2019. On September 13, Respondent's attorney asked for an extension to respond. On September 27, 2019, Respondent reversed the earlier refusal to issue a refund, and provided Complainant a $500 refund.

31. Respondent conditionally admits he violated Rule 42, ER 5.3.

32. In this and other counts in this consent, the State Bar conditionally dismisses the charge that Respondent violated ER 1.17 and conditionally agrees not to seek restitution from Respondent to clients who paid legal fees and costs exclusively to Pew unless otherwise indicated.

COUNT THREE (File no. 20-0239/Staruch)

33. In 2014, June and George Staruch hired The Pew Law Center (Pew) to handle a Bankruptcy matter that included addressing past due taxes and unfiled tax returns. They paid Pew $2,206.00 up front. Over the ensuing five years Pew's and

his associates' errors, ineptitude, and inattention, caused the matters to fester. Throughout that time, interest accrued against the Staruches' back taxes.

34. In December 2017, the IRS informed the Staruches that Pew filed their tax returns for years on which limitations periods had run and need not have been filed. This blunder caused the Staruches an additional tax burden of $50,000. In April 2019, the IRS told the Staruches that they both owed a large sum of money and that it would be placing a lien on their property and bank accounts. Pew said he would do an Offer in Compromise to the IRS and that would take care of everything.

35. On November 18, 2019, the IRS told the Staruches that information was missing and that they had 10 days to respond and provide it or the offer in compromise would be cancelled. The Staruches immediately called Pew only to be told that Pew's firm had closed and no one knew how to get in touch with him. June Staruch went to the office and learned that Pew no longer owned the firm or worked there. Pew's sign was still up and the phone number had not changed. The new attorney, Respondent, told her that the landlord had not yet changed the sign on the door and in the office on the walls, and the phone number would not change--it goes with the office. Before then, Pew had not informed the Staurches of the sale of his

law firm. Respondent neither sent the Staruches notice that he was their new lawyer nor communicated with them after becoming their lawyer.

36. Respondent had access to Pew's computer and printed out what Pew submitted to the IRS. Respondent told June that all of the actual boxes of files were missing and he did not know what Pew did with them. Respondent told June he did not know where Pew was and had received similar complaints from other clients.

37. At a contested hearing, Respondent would contend: When Respondent bought Pew's firm in September 2019 (see Count Two, paragraphs 30-31), the contract contained an affirmative obligation that "Seller agrees to file with the IRS on or after the Closing Date any Offer-in-Compromise petitions for existing client and currently in process at no charge to Buyer but will charge the agreed upon rate for any legal services performed in connection with any additional Offer-in-Compromise petitions to be filed after the Closing Date. Seller further agrees to continue to provide consultations for potential tax clients and represent new and existing tax clients on a contract basis for and on behalf of The Pew Law Center. Pew had his own disciplinary matters and consented to disbarment, so he couldn't fulfill his obligation under the sale of the law firm agreement. In fact, Pew agreed to

handle all tax matters on September 4, and then went on inactive status sometime in October, before he was disbarred. Respondent was not qualified to handle tax matters, so his position was that the sale agreement was voided by Pew's failures to comply with the purchase terms. In fact, Respondent proved Pew with a notice of rescission stating, inter alia "By entering into this agreement, [Respondent] purchased Pew Law Center, its accounts receivables, the trademark and tradename, and the good will and reputation of the law center. As part of the agreement, you were to remain as a member of the staff. Because of your material misrepresentations, fraud, and breach of contract as well as the covenant of good faith and fair dealing, [Respondent] cannot use the name Pew Law Center and has incurred substantial liability. [Respondent] has incurred expenses as a result of that liability including new startup costs and attorneys' fees."

38. Respondent would contend further: Under Section 3 Representations and Warranties Concerning Seller, it states "as a an inducement to Buyer to enter into this Agreement and to consummate these transactions, Seller represents and there are no orders, investigations or claims pending or, to the best knowledge of Seller, threatened against Seller, or pending or threatened by either Seller against

any third party, at law or in equity, or before or by any Government Entity, (ii) neither Seller nor the Business are subject to any arbitration proceedings under collective bargaining agreements or otherwise or any governmental investigations or inquiries, and (iii) to the best knowledge of Seller, there is no basis for any of the foregoing." Under Section 3(d) it states, "Seller possesses all necessary licenses, permits, and certifications required to operate the Business and, by its execution hereof, hereby conveys and assigns all such licenses, permits, and certifications to the extent permitted by law." Under Section 2(b)(i), you committed to providing non-legal assistance to my client in addition to legal and tax services to the firm's clients. Further, pursuant to Section 6(h) and A.R.S. 12-341(a), when a dispute arises out of contract, the prevailing party is entitled to attorney's fees and court costs.

39. And further: It has come to our attention that you are being investigated by the bar and are a defendant in a lawsuit brought by a former client. Because of these issues, your license through the State Bar of Arizona was changed from active to inactive and you are unable to practice law. Further, because you are no longer a member of the firm and ineligible to practice law in Arizona, [Respondent] cannot use the name The Pew Law Center. As you are aware, the name was a material

inducement for [Respondent] to enter into this agreement as there was value in the good-will and name recognition." Respondent maintains that the contract only required Respondent to incur any reasonable expense to resolve or fulfill the contract (including assume any liabilities created after the Closing Date under any client relationship) and that charging Respondent with the responsibility to pay amounts owed to clients for misfeasances that occurred prior to his assumption of the practice and, in most cases, several years prior to his arrival at Pew Law Center, was not reasonable.

40. Were this matter to proceed to a contested hearing, the State Bar's position would be when Respondent bought Pew's firm in September 2019 (see Count Two, paragraphs 30-31), June and George Staruch became Respondent's clients. Respondent refused to "service" the Staruches' matter or "fulfill the contract" Pew had with them "including assume any liabilities created after the Closing Date under any client relationship." In response to the State Bar's screening investigation request for information, Respondent said that he "specifically excluded responsibility for tax work" in his sale agreement with Mr. Pew. The State Bar contends Respondent's statement is false because under ER 1.17(b), the sale of a law

practice requires sale of "The entire practice." Pew agreed to represent existing tax clients on a contract basis for the new firm but that did not absolve Respondent of responsibility to the clients whose cases he bought and for whom he assumed responsibility.

41. On his malpractice insurance application, in answer to "when Mr. Pew ceased providing legal services for the firm" Respondent replied, "Mr. Pew still consults from time to time."

42. Pew learned that his prior tax clients were having trouble getting service from Respondent and received assurances from Respondent's employees that they were servicing those clients. However, on October 21, 2019, Respondent and Pew exchanged these text messages:

> Respondent: My ethics lawyer instructed me not to touch any of the tax cases i.e. OIC's etc. That includes anyone affiliated with the firm or a paralegal. Apparently, they are investigating the tax practice (due to Staggs) and Credit Wars also. They are even calling employees and asking them questions.
>
> Pew: I don’t understand that. The tax clients were part of the purchase.

43. At a hearing, the State Bar would contend Respondent's reason for refusing to represent the tax clients was not based on an exclusion in the Asset

Purchase Agreement, contrary to what he later claimed in response to the State Bar's screening investigation.

44. The Staruches were forced to retain a new attorney and were back to square one. They paid their new attorney $2,500.00 to start to address their situation and will be paying him for the next five years because they gave everything they had--$5,000—to Pew's firm. The Staruches are out of money and working temporary jobs.

45. Respondent conditionally admits he violated Rule 42, ERs 1.3, and 1.4.

COUNT FOUR (File no. 20-0240/Normandin)

46. In 2016, James Normandin hired The Pew Law Center to represent him in a bankruptcy matter. Pew's standard fee agreement called for the client to pay the attorney's fee in monthly installments and for Pew to furnish no legal services until the fee was paid in full. Eventually Mr. Normandin paid the $2,300 fee in full.

47. When Respondent bought Pew's firm in September 2019 (see Count Two, paragraphs 30-31), Mr. Normandin became Respondent's client.

48. In December 2019, Mr. Normandin changed his mind and decided not to file for bankruptcy protection. He called Pew's office on December 20, 2019, and

was told that The Pew Law Center no longer was in business. Mr. Normandin had received no advance notice of the Pew firm's closure because Pew did not send a notice of the sale of his firm and Respondent neither sent him notice that he was his new lawyer nor communicated with him after becoming his lawyer.

49. Respondent's "office" (per Respondent's counsel) offered to handle Mr. Normandin's bankruptcy for no additional fee but Mr. Normandin did not want to file for bankruptcy protection. Respondent maintains that reimbursing a client for fees not collected by him is, as per the purchase agreement, not “reasonable.” At a hearing, the State Bar would contend that the purchase agreement by which Respondent bought Pew's firm expressly and reasonably made Respondent liable for refunds to clients for unearned fees as partial consideration for the assets Respondent bought from Pew.

50. Respondent conditionally agrees he violated Rule 42, ER 1.4.

COUNT FIVE (File no. 20-0241/ Brown)

51. In February 2018, client Tara Brown hired The Pew Law Center to represent her in a bankruptcy case. Ms. Brown made monthly payments totaling $2,390 toward attorney’s fees to Mr. Pew. Ms. Brown almost paid the entire fee but

decided not to continue with the case. One reason for her decision was that Ms. Brown grew dissatisfied with The Pew Law Center. Another reason for her decision was that Ms. Brown immediately needed to move out of state to help her ill mother and disabled sister. Ms. Brown claims she was told that if she chose not to proceed with her bankruptcy matter, The Pew Law Center would refund her fees minus charges for the work that had been done.

52. When Respondent bought Pew's firm in September 2019, (see Count Two, paragraphs 30-31) Ms. Brown became Respondent's client. In December 2019, Ms. Brown called, asked for a refund, and was told that someone would call her back. After two days no one called back so she called again and twice left messages. After several days, a woman from The Pew Law Center called Ms. Brown. Ms. Brown claimed the woman tried to pressure Ms. Brown into continuing with the bankruptcy case, saying that her creditors could lien her house or even take her to court. Ms. Brown claims she explained her situation and the woman said she would process an accounting. Respondent maintains that the woman told her that she would need to speak with Respondent about any refund. Ms. Brown claims she learned from the call that Pew had sold his firm to Zolman Law (Respondent's trade name)

and that Zolman Law claimed not to be a new company but, rather, the same company practicing the same business ethics as Pew but with a new brand. Respondent would dispute this claim.

53. After several more days without hearing anything, Ms. Brown claims she called again, and only reached a receptionist. The receptionist allegedly told Ms. Brown that it would take two weeks to process an accounting, which Ms. Brown claimed no one previously had told her. Again, Respondent maintains that the woman told her that she would need to speak with Respondent about any refund. After another two weeks, Ms. Brown called and was told that there would be no refund because Ms. Brown paid Pew, Pew's firm no longer existed, and Zolman Law was a completely different company. The person at Zolman Law agreed to proceed with the bankruptcy representation or refund Ms. Brown's last payment of $111.67, because that was the only payment she made after Respondent bought the firm.

54. Ms. Brown told the person with whom she was speaking that this was ridiculous because earlier they told her Zolman Law was the same firm as Pew's firm. The person at Zolman Law told Ms. Brown to take it up with Pew but furnished no contact information for him.

55. Ms. Brown had received no prior notice from Pew that Pew was going out of business, and Respondent neither sent her notice that he was her new lawyer nor communicated with her after becoming her lawyer. Ms. Brown was so shocked that she has not followed up on getting the refund from Respondent of her one payment to him. Ms. Brown is flustered, frustrated, and devastated that the law firm she trusted with money she didn't have to spare stole it. Ms. Brown sold her house and lives with her mother and sister in Kansas. Neither Pew nor Respondent filed court paperwork for her or did anything else for her and can't believe she can't get her money back.

56. Respondent conditionally admits he violated Rule 42, ER 1.4, and agrees to pay restitution to Ms. Brown of $111.67, which he previously offered her.

COUNT SIX (File no. 20-0242/Pace)

57. Mary Pace and her husband hired The Pew Law Center on March 24, 2016, for tax resolution services. The Paces paid $10,999 for services that were supposed to eventuate in an Offer in Compromise (OIC) to the Internal Revenue Service (IRS). As time went on the Paces learned that The Pew Law Center did not submit an OIC to the IRS. Pew and others working at his firm claimed they needed

more information to prepare the OIC. The Paces regularly provided whatever was asked of them.

58. In March 2019, Pew told Mary Pace he couldn't file the OIC until the Paces' state taxes were current. This was the first mention that state taxes were relevant. By July 22, 2019 the Paces filed all prior overdue state tax returns. In August 2019, Mary Pace again sent The Pew Law Center all the forms and statements needed for the OIC. The Paces never heard from Pew again.

59. When Respondent bought Pew's firm in September 2019 (see Count Two, paragraphs 30-31), the State Bar's position is that the Paces became Respondent's clients and Respondent refused to "service" the Paces' matter or "fulfill the contract" Pew had with them "including assume any liabilities created after the Closing Date under any client relationship." Respondent refused to refund all the money they paid because his position is that the money was paid to Pew Law Center long before the sales agreement. Because Pew couldn't fulfill his purchase obligations, the agreement was void. Respondent further maintains that reimbursing a client for fees not collected by him is, as per the purchase agreement, not "reasonable." At a hearing, the State Bar would contend the purchase agreement by

which Respondent bought Pew's firm expressly and reasonably made Respondent liable for refunds to clients for unearned fees, as partial consideration for the assets Respondent bought from Pew.

60. In response to the State Bar's screening investigation request for information, Respondent said that he "specifically excluded responsibility for tax work" in his sale agreement with Mr. Pew. At a contested hearing, the State Bar would dispute this contention and offer evidence to the contrary, as is more fully explained above in Count Three (Staruch).

61. In November 2019, the state levied a check payable to Mr. Pace. The Paces had to hire an enrolled agent for $2,400.00. They got the levy released and as of January 2020, pay the state $1,400.00/mo. for a year. The enrolled agent also talked with the IRS and learned that the Paces owe $185,000.00. The Paces pay $570.00/mo. for a year, and then $2,000.00/mo. for 10 years.

62. Mary Pace went to Pew's office on January 3, 2020, to get her case file and discovered that Pew sold his business. Ms. Pace asked an employee of the new firm for her file but was told they didn't have access to it. The Paces had received no prior notice from Pew that Pew was going out of business, and Respondent neither

sent them notice that he was their new lawyer nor communicated with them after becoming their lawyer.

63. Respondent was finally able to locate her Pew case file shortly thereafter.

64. Respondent conditionally admits he violated Rule 42, ER 1.4.

COUNT SEVEN (File no. 20-1069/Thompson)

65. In 2020, Complainant was an associate bankruptcy attorney at Respondent's firm, Zolman Law. Respondent claims he was going to terminate her for incompetence but she resigned before that could occur. In fact, another attorney, Charles Leftwich, was hired to replace her the day prior to her resignation. Complainant denies she was about to be terminated or that she was incompetent. Complainant knew that Respondent bought the Pew Law Center and produced evidence to the State Bar that "Zolman Law" was not owned by an attorney. Zolman Law was held by "Wise Counsel, LLC", a limited liability company whose sole organizer, principal, and statutory agent was Agnieszka Hawro, Mr. Zolfaghari's partner. Respondent states all shares had been contributed to Prudent Counsel, LLC, an LLC owed solely by Respondent, so Zolman Law was in fact indirectly owned

by an attorney. Prior to the initiation of the screening investigation in May 2020, Respondent attempted to change Wise Counsel, LLC's membership and statutory agent to Respondent, but due to Covid-19 delays, they were unable to do so until after the screening investigation began.

66. After buying Pew's firm, Respondent did not in all cases inform his new clients that he was their new lawyer or file Substitution of Counsel notices with the Bankruptcy Court. He filed notices in some, but not all, cases in January and February 2020. Several clients were on a legal fees payment plan and their bankruptcy cases were not to be filed until after they fully paid their plans. Several clients paid their legal fees plan in full with Pew, but Respondent did not advise them how much time they had to move forward with their bankruptcy cases.

67. Respondent administered about 90 Chapter 13 bankruptcy cases for clients who were not informed Respondent was their lawyer until he informed some of them in January or February 2020. Respondent filed Substitution of Counsel notices on behalf of clients that never consented to the change; Respondent contends that is because Pew did not provide the ER 1.17 notice of the sale of his law firm.

Respondent failed to oversee the Chapter 13 cases and failed to correctly document or file many Chapter 13 plans, putting clients' assets at risk.

68. The Bankruptcy Court observed Respondent's mishandling of the cases. Bankruptcy Judge Daniel P. Collins consolidated Respondent's bankruptcy cases in one Miscellaneous Proceeding, 20-MP-005-DPC to resolve why Mr. Pew was still listed as counsel of record in those cases and why Respondent failed to abide by his duties to his clients, the court, and other participants in the cases (e.g., bankruptcy trustee, opposing counsel). Judge Collins ordered Respondent to comply with prior court orders and attentively represent his clients. After Respondent's serious medical condition (heart valve replacement and other issues detailed below), he issued OSCs to Respondent, set for November 5, 2020, requiring Respondent to file explanations and appear at hearings in three specific cases. Due to his medical condition, Respondent failed to file responses to any of the OSCs, failed to appear at the November 5 hearing, failed to seek to be excused from compliance, and failed to arrange for other counsel to appear for him to explain his situation to the court, parties, and his clients. Due to his medical condition, Respondent failed to appear for two case hearings on November 23, 2020. The clients told Judge Collins that

Respondent abandoned them and failed to respond to repeated communication efforts. Judge Collins set a new OSC for December 8, 2020, for Respondent to explain himself and persuade the court not to bar him from practicing in Arizona Bankruptcy Courts.

69. On November 23, 2020, in Case No. 2:17-bk-06121-DPC, Judge Collins issued an order stating that Respondent ignored prior court orders and abandoned client cases. He removed Respondent as counsel of record in all cases or proceedings assigned to him.

70. In several other Bankruptcy Court cases, Bankruptcy Judge Madeleine C. Wanslee set OSCs for January 7, 2021, for Respondent to explain his failure to obey prior court orders and attentively handle his cases. On December 22, 2020, however, in the Miscellaneous Proceedings case, Judge Collins issued an order barring Respondent from practicing before the U.S. Bankruptcy Court for the entire District of Arizona. In relevant part, he ruled:

> Based on Zolfaghari's failure to abide by several orders of the Court and based on Zolfaghari's abandonment of his bankruptcy clients as well as other issues identified on the record at the OSC hearing, the Court finds Zolfaghari has acted in bad faith before this Court and he has exhibited willful misconduct in cases pending before this Court.

71. Complainant alleges to have observed Respondent's misconduct and resigned from his firm. Respondent claims she resigned after she knew that she would have been terminated for incompetence. Complainant claims she resigned because she personally observed Respondent's incompetent, unethical, and unprofessional practices. She has since agreed to represent as many of Respondent's former bankruptcy clients as she can manage.

72. Respondent conditionally admits he violated Rule 42, ERs 1.2, 1.3, 1.4, 1.5, 1.16, 3.3, 3.4(c), 5.4, 8.4(c), and 8.4(d); and Rule 54(c).

COUNT EIGHT (File no. 20-1253/Garza)

73. Complainant Monica Garza and her husband became Respondent's Bankruptcy Chapter 13 clients when Respondent bought Pew's firm. In March 2020, Garza claims Respondent was supposed to file a motion with the trustee to adjust Complainants' Chapter 13 plan by extending the charge-off date due to finances. Complainants filled out the form for the motion Respondent's office provided to them, and returned it. They also signed a motion to substitute counsel from Pew to Respondent, and returned it to Respondent, too. Subsequently, Garza advised Respondent that she wanted to hold off filing the Chapter 13 adjustment and might

want to terminate the Chapter 13 plan altogether because she and her husband were contemplating a divorce and would not be able to make the plan payments.

74. Complainants received a letter dated May 6, 2020, from the Trustee that their case was going to be dismissed due to non-payment. Respondent had failed to file the motion to extend their plan. Thereafter, Ms. Garza claims she left numerous messages for and sent multiple emails to Respondent that he ignored.

75. Respondent states that the call was returned two days later by Respondent, but that she had already filed a bar charge. After speaking with Respondent, she did not ask for refund, remembered that the delay was her fault, and asked Respondent to continue to represent her. A month later, Respondent was still not sure if she wanted to continue the Chapter 13 proceeding (although the motion to modify plan had been filed at that time) and she asked Respondent for a referral for a divorce attorney.

76. Respondent conditionally admits he violated Rule 42, ERs 1.2, 1.4, and 1.16(d).

COUNT NINE (File no. 20-2279/Zieske)

77. In 2018, Complainant Debora Zieske hired Pew to represent her in a Chapter 7 bankruptcy. Complainant paid Pew the agreed legal fee of $2,495.00 and court filing fee of $335.00. When Respondent bought Pew's firm, Respondent became Complainant's new lawyer. Thereafter Respondent failed adequately to represent Complainant resulting in dismissal of her Chapter 7 case in June 2020.

78. Complainant tried to reach Respondent by phone five times in June, seven times in July, once in September, and once in October (all in 2020), and sent him several emails, without success. In October, she left a voice mail for Respondent seeking a refund of fees and costs because it was evident Respondent would not fulfill his commitment to complete the representation. Later, Complainant discovered that Respondent's phone number no longer was in service, and his website stated that his office is permanently closed.

79. Complainant had to retain new counsel, Michelle Thompson (Complainant in Count Seven), to complete her case, and had to pay $1,335.00 in new fees to do so.

80. Respondent violated Rule 42, ERs 1.2, 1.3, 1.4, 1.5, 1.15, 1.16, 3.2, and 8.4(d).

COUNT TEN (File no. 20-2286/Core Miner)

81. In March 2020, Complainant Michael James Core-Miner retained Respondent to represent him in a Family Law with Children case. The initial legal fee was $1,500, which Complainant paid. At issue were modification of parenting time and child support, and supervised parenting time. Complainant had been representing himself *in pro per* and gave Respondent a well-documented file.

82. Complainant claims Respondent failed to contact an important, favorable witness resulting in that witness's absence from a hearing. Complainant claims when he raised the subject, Respondent told him he (Complainant) was responsible for contacting his witnesses. Respondent claims the witness did not want to appear on Mr. Core-Miner's behalf.

83. In February 2020, Complainant obtained full temporary custody of his child. Already having paid the court's Child Support Division, Complainant asked Respondent to call on his behalf to stop the payments which Respondent claims he did and which Complainant claims Respondent did not do. The Child Support

Division declined to discuss matters with represented parties. Respondent claims he advised Mr. Core-Miner that a Motion to modify child support had to be filed but Mr. Core-Miner declined, stating he did not have the money to pay it.

84. In September 2020, Complainant claims he noticed that the few conversations he had with Respondent focused on Respondent's demand for money, in cash. On September 4, 2020, Complainant claims that he signed a new fee agreement but claims he never received a copy bearing Respondent's signature, a claim Respondent would dispute at a contested hearing. When Complainant retained Respondent in March 2020, Complainant claims Respondent agreed not to raise his rate over the course of the representation. Despite this promise, in phone calls demanding money, Complainant claims Respondent persistently increased his hourly rate. Respondent asserts he raised his rate once which was the reason a new fee agreement was signed. Complainant claims he paid but received no acknowledgment of what he was paying for. Complainant amassed the relevant evidence and paid for, filed, and served documents that were a lawyer's job, all claims Respondent would dispute at a contested hearing. On September 24, 2020, Complainant claims Respondent told Complainant, "You need to get a title loan on

any vehicle you may have, sell or pawn anything." He suggested that Complainant pawn or sell his wife's wedding ring because Respondent had to pay his employees and other bills. Concerned that his daughter's safety was imperiled by disrupted legal proceedings (the child's mother was in a relationship with a convicted child molester), Complainant claims he obtained more money and paid Respondent on September 25, 2020. Complainant claims he requested from Respondent, but never received, receipts for or explanations or itemizations of what he paid for. Were this matter to proceed to a contested hearing, Respondent would dispute those facts and show that he continued to represent Complainant despite his unpaid balance of over $5,0000. Respondent also filed several pleadings and pretrial memoranda.

85. On September 22, 2020, Complainant received from Respondent his copies of trial exhibits and the pretrial statement. Twelve pages were illegible. At the September 30, 2020 virtual status conference, Complainant claimed Respondent did not seem to be prepared or know anything about his case. Complainant further claimed that Respondent failed to obey a court order to release information to the Best Interests Attorney by October 2, 2020, even though Complainant gave him the needed documentation. Complainant learned from other sources that Respondent

failed to obey the order so Complainant sent the information to the Best Interests Attorney on October 14, 2020. At a contested hearing, Respondent would testify Complainant failed many times to provide the documentation needed for the Best Interest Attorney. Respondent was successful in maintaining custody of the child for Complainant and limiting mother's visitation to weekly or bi-weekly supervised visits, Respondent contends that Complainant now claims Respondent was not prepared when he, in fact, continued to commend Respondent for his court appearances, a contention Complainant would claim is not true.

86. Complainant learned from Respondent's former paralegal that Respondent closed his law practice in September 2020, immediately after Complainant gave him another $1,000.00. Respondents states that the $1000 was a payment on an outstanding balance. Due to his medical condition, Respondent did not notify Complainant of his intentions or file a motion to withdraw as counsel of record. Complainant paid Respondent a total of $8,200.00 and, according to Respondent, continues to owe approximately $5000.

87. Respondent conditionally admits he violated Rule 42, ERs 1.1, 1.3, 1.4, 1.5, 1.15, 1.16, and 8.4(d).

COUNT ELEVEN (File no. 20-2378/Montano)

88. In December 2019, Complainant Carmen Montano hired the Pew Law Firm, then known as Zolman Law, for representation in a bankruptcy matter. By that time Respondent had bought Pew's firm and was Complainant's lawyer. Complainant paid Respondent the agreed legal fee of $2,700.00. At a contested hearing, Respondent would testify that Respondent's firm worked on her petition but Mrs. Montano failed to present Respondent with documents including tax returns needed to file the petition. The petition was prepared in full but could not be filed. Thereafter, Complainant claims Respondent failed to represent Complainant and failed to respond to Complainant's phones calls or emails. Complainant went to Respondent's office and found the doors locked. Complainant was at risk of the bankruptcy trustee dismissing her case.

89. Respondent conditionally admits he violated Rule 42, ERs 1.3, 1.4, 1.5, 1.15, 1.16, and 8.4(d).

COUNT TWELVE (File no. 20-2384/Barry)

90. On September 9, 2020, Complainant Brian Barry and his wife signed a fee agreement with Respondent's firm and paid $2,835.00 to represent them in a

Chapter 7 Bankruptcy case. They neither met with an attorney nor spoke directly with one during the entire representation. Complainants were given a lengthy packet to fill out and return. When Complainants were ready to return the packet and file a bankruptcy petition, Mrs. Barry called Respondent's office and was instructed how to return the packet. Complainants sent the packet to Respondent's office on October 23, 2020, by Fed Ex at a cost of $31.61. Later they learned that the packet was not delivered because there was no one at the office to receive it.

91. Complainants called Respondent's office many times but were unable to speak to a human; they were directed to leave voice mails on every phone line they tried. Fed Ex tried to deliver Complainant's packet again on October 28, 2020, and the package was accepted by someone named Christine. Complainants continued to call Respondent but received no answer or return call.

92. Respondent closed his practice in September 2020, without advising Complainants or withdrawing from the representation and took their money, did not furnish any legal services to them, and refused to refund their $2,835.00.

93. Respondent conditionally admits he violated Rule 42, ERs 1.2, 1.3, 1.4, 1.5, 1.15, 1.16, 3.2, 8.4(c), and 8.4(d).

COUNT THIRTEEN (File no. 20-2400/Webb)

94. In September 2020, Complainant Sarah Webb retained Respondent to represent her in a family law case and paid him $3,000.00. He failed to appear for a telephonic hearing in court for an October 1, 2020 hearing and blamed his nonappearance on faulty telephone lines. At a contested hearing, Respondent would testify he did, however, prepare and file on behalf of Sarah Webb a petition for a restraining order which was denied.

95. On October 14, 2020, realizing that Respondent had no employees, and lacking confidence in Respondent, Complainant terminated Respondent and requested a refund of her $3,000 fee payment. Complainant sent Respondent multiple emails and tried to call him several times but was unable to reach him. She went to his office and found the doors locked.

96. Respondent closed his practice in September 2020, without advising Complainant or withdrawing from the representation. He took her money, furnished minimal legal services, and refused to refund her $3,000.00 claiming legal services were rendered.

97. Complainant is a single mother who saved for over a year to make ends meet while saving the money she paid Respondent for him to represent her for a month. She needs her money refunded as soon as possible to pay her new attorney. Her son has been hospitalized many times while in his father's care. Not having a refund to pay for proper representation significantly affects her son's well-being.

98. Respondent conditionally admits he violated Rule 42, ERs 1.2, 1.3, 1.4, 1.5, 1.15, 1.16, 3.2, and 8.4(d).

COUNT FOURTEEN (File no. 20-2449/Judicial Referral)

99. Respondent represented and was counsel of record for Elisa Borunda in a Maricopa County Superior Court Family Court case. Respondent received notice of a court proceeding scheduled for Tuesday, October 27, 2020, to try various contested matters. Ms. Borunda appeared for the virtual hearing but Respondent did not. Ms. Borunda informed the court that the previous Friday, October 23, she was informed that Respondent closed his law firm without any advance notice to his clients. Respondent did not contact the court to ask for a continuance for Ms. Borunda or inform the court that he could no longer appear for her, and he did not contact the opposing party's (father's) lawyer regarding a previous order to file a joint

pretrial statement. The court expressly found that Respondent abandoned Ms. Borunda's case days before that day's proceeding.

100. The judge denied Ms. Borunda's motion to continue that day's evidentiary hearing. He heard testimony, received exhibits in evidence, and took the matter under advisement.

101. Respondent conditionally admits he violated Rule 42, ERs 1.2, 1.3, 1.4, 1.5, 1.15, 1.16, 3.2, 3.4(c), and 8.4(d); and Rule 54(c).

COUNT FIFTEEN (File no. 20-2473/Dominguez)

102. On September 1, 2020, Complainant Jeremy Dominguez retained Respondent to represent him in child custody and support modification matters. Mr. Dominguez paid Respondent's $1,500 fee in cash. In October 2020, Mr. Dominguez tried to reach Respondent many times including by email and personal office visits. His emails were undeliverable and Respondent's office was empty. Respondent did not complete the representation and he missed a time-sensitive deadline in Mr. Dominguez's case on October 30, 2020. Were this matter to proceed to a contested hearing, Respondent would testify that Complainant owes a significant balance because Respondent represented him in three separate hearings and Respondent

obtained a sanction order against mother under which Complainant recovered more than $1,500.

103. Complainant denies he owes Respondent anything. Mr. Dominguez is a 100% disabled veteran; to him, $1,500 is a significant sum.

104. Respondent conditionally admits he violated Rule 42, ERs 1.3, 1.4, 1.5, 1.15, 1.16, and 8.4(d); and Rule 41(i) (in effect in 2020, and since renumbered 41(b)(9) eff. Jan. 1, 2021).

COUNT SIXTEEN (File no. 20-2487/Alexander)

105. On April 2, 2020, Complainant Grace Alexander retained Respondent to represent her in a Family Court matter. She claims she paid Respondent's firm the full fee of $4,000.00, but did not meet him. Respondent states that she only paid $2000.

106. Complainant claims Respondent failed to communicate with her, failed to prepare her for the hearing on her Petition for Temporary Orders that the court later denied, failed to furnish her with copies of her court filings and exhibits needed for her to testify or otherwise participate in her case intelligently, and failed to forward emails of his communications with opposing counsel. In July 2020, Ms.

Alexander claims she asked Respondent's legal assistant for permission to meet Respondent and to prepare for a July 24 1:30 p.m. hearing on her petition. Respondent's legal assistant responded and told Ms. Alexander essentially not to worry about what was to be a Resolution Management Conference.

107. On July 24, at 11:39 a.m., Respondent called Ms. Alexander to discuss her case and that day's hearing. She claims the "preparation" was inadequate, and Ms. Alexander appeared at the virtual hearing disorganized and unprepared.

108. For the rest of July and through November 2020, Ms. Alexander claims she tried to reach Respondent by phone and email, unsuccessfully. She was unable to get her questions answered or obtain any substantive information about her case. Respondent's automated voice mail message said that calls would be returned within 24-48 hours but Respondent did not return any of Ms. Alexander's many calls and messages.

109. On November 9, 2020, Ms. Alexander went to Respondent's office. It was vacant and vandalized. She reported the situation to the building manager who was unaware Respondent had moved out. He entered Respondent's office and found it empty. Ms. Alexander has had to hire new counsel at an additional cost in order to

continue with her case. She had to obtain a continuance of her December 14, 2020 trial date so her new attorney could catch up and prepare. Were this matter to proceed to a contested hearing, Respondent would testify that Ms. Alexander owed him additional fees that she refused to pay, and despite that, Respondent appeared for her Resolution Management Conference.

110. Respondent conditionally admits he violated Rule 42, ERs 1.2, 1.3, 1.4,1.5, 1.15, 1.16, 3.2, and 8.4(d).

COUNT SEVENTEEN (File no. 20-2515/Lester)

111. In March 2020, Complainant Shirley Lester filed a Petition for Divorce *in pro per*. In July 2020, she retained Respondent to represent her for the balance of the case and paid him the entire $2,000 fee. Respondent filed a Notice of Appearance on July 30, 2020. If the matter proceeded to a contested hearing, Respondent would testify Complainant had filed a request for default judgment but that was dismissed. Subsequently, Respondent re-filed the Complaint and initiated all necessary steps to obtain a default judgment, when husband then filed an Answer. Respondent would testify neither he nor Complainant anticipated this and he informed her she needed to pay additional fees because given husband's response, there would likely be

litigation and trial. She refused to pay more and then Respondent closed his office due to his illness.

112. At a contested hearing the State Bar would offer evidence that Respondent's story is a complete fabrication. Court filings show Complainant's ex-husband filed a response to her petition on May 29, 2020, when Complainant represented herself *in pro per*. Respondent didn't file a Notice of Appearance until two months later, on July 30, 2020, and thereafter took no action on Complainant's behalf. On October 1, 2020, the court dismissed Complainant's petition due to failure to prosecute. Ms. Lester learned of this by checking the court docket. She went to Respondent's office and it was empty. Complainant claimed Respondent had done nothing in her case, stole her money, and abandoned her. On November 13, 2020, *in pro per*, she filed a motion to reinstate the case on the ground that "After the date of dismissal I learned that my attorney Alexander Zolfaghari had not filed any documents on my behalf. I contacted the state bar association after many failed attempts to contact my legal representation to find out there has been several complaints towards this attorney office."

113. In January 2021, the court granted her motion and set a Resolution Management Conference for March 2021. Respondent still is counsel of record; he has not withdrawn.

114. Respondent conditionally admits he violated Rule 42, ERs 1.3, 1.4, 1.5, 1.15, 1.16, 3.2, 8.4(c), and 8.4(d).

COUNT EIGHTEEN (File no. 20-2532/Springer)

115. In January 2019, Complainant Rachel Springer retained the Pew Law Firm to represent her in a bankruptcy case. The fee was $2,500 plus a court filing fee of $335, payable at $100/mo. Ms. Springer paid monthly. In June 2020, after Respondent's purchase of The Pew Law firm closed, Ms. Springer paid Respondent a lump sum of $796.60 with a money order and an additional $335.00 for the court fees. In October 2020, Ms. Springer received an email telling her to contact Respondent. Ms. Springer called, emailed, and left messages for Respondent throughout October and November 2020, with no response. She googled the business to see if Respondent’s phone number changed and learned that the business was permanently closed.

116. After Respondent became Ms. Springer's lawyer, he took no action on her behalf, failed to communicate with her, and failed to protect her interests.

117. Respondent conditionally admits he violated ERs 1.2, 1.3, 1.4, 1.5, 1.7, 1.15, 1.16, 3.2, 8.4(c), and 8.4(d).

COUNT NINETEEN (File no. 20-2561/Peterson)

118. On May 12, 2020, Complainant Kayla Peterson retained Respondent to represent her in a Family Court case involving children and temporary orders. She signed a fee agreement, and paid in full Respondent's fee of $2,500. On July 23, 2020, Respondent filed his Notice of Appearance.

119. During a telephonic status hearing with the court on September 29, 2020, with Ms. Peterson also on the line, Respondent claimed he was unable to communicate with Ms. Peterson. He asked the court to allow him orally to move to withdraw from the representation. The court denied Respondent's request and instructed him to file a written motion to withdraw. The court set another Status Conference for January 19, 2021, and set a trial date for the father's Petition to Establish Paternity, Decision Making, Parenting Time, and Child Support for February 24, 2021.

120. After September 29, 2020, Respondent had no further contact with Ms. Peterson. She tried to obtain her file from him, leaving multiple messages, and sending emails to anyone who previously had contacted her from the office, without success. Ms. Peterson went to Respondent's office and found it empty, locked, abandoned, and with no sign showing a forwarding address. After further email efforts, Ms. Peterson received an error message stating that Respondent's email address was no longer valid or did not exist.

121. Ms. Peterson is unable to afford to pay a new lawyer to take over her case. She appeared in court on her own behalf on January 19, 2021. Although still counsel of record, Respondent did not appear. He had neither moved to withdraw nor obtained a withdrawal order. The court ordered Respondent withdrawn as of that date.

122. Respondent conditionally admits he violated Rule 42, ERs 1.2, 1.3, 1.4, 1.5, 1.15, 1.16, 3.2, 8.4(c), and 8.4(d).

COUNT TWENTY (File no. 20-2580/Munsterman)

123. Complainant Paul Munsterman retained the Pew Law Firm to represent him in a bankruptcy case. He paid the fee of $2,500 at $100/mo. and was ready to

file a bankruptcy petition in October 2020. At that time, Respondent owned Pew's former firm, now named Zolman Law. In early October 2020, Respondent and his office personnel stopped returning Mr. Munsterman's calls and emails. Mr. Munsterman discovered that Respondent closed his office with no advance notice to Mr. Munsterman and without giving Mr. Munsterman any of his case documents or any money Mr. Munsterman had paid.

124. Respondent conditionally admits he violated Rule 42, ERs 1.2, 1.3, 1.4, 1.5, 1.15, 1.16, 8.4(c), and 8.4(d).

COUNT TWENTY-ONE (File no. 20-2584/Arredondo)

125. Complainant Irene Arredondo retained Respondent to represent her in a Family law case without children. On April 24, 2020, Respondent filed case-initiating documents, and thereafter did nothing in the case. On June 25, 2020, the court issued an order warning that it would dismiss the case without notice any time after August 21, 2020, for failure to serve the other party. On September 3, 2020, the court dismissed Ms. Arredondo's case without prejudice for lack of service. Ms. Arredondo has tried to contact Respondent, unsuccessfully. She discovered that his website and office are closed.

126. Respondent conditionally admits he violated Rule 42, ERs 1.2, 1.3, 1.4, 1.5, 3.2, 8.4(c), and 8.4(d).

COUNT TWENTY-TWO (File no. 20-2627/Myers)

127. On February 12, 2020, Complainant Heidi Myers retained Respondent to represent her in a Chapter 7 bankruptcy case. Respondent and other lawyers at the initial meeting assured her that she was eligible for Chapter 7 relief and that seeking Chapter 7 protection was appropriate. Ms. Myers paid the legal fee of $2,990.00 in full.

128. Ms. Myers completed the packet she was given and delivered it and supporting documents to Respondent. She handed the papers directly to Respondent. Thereafter, Respondent furnished no services to Ms. Myers. Several weeks passed with no update. Ms. Myers encountered a pattern over the ensuing months of constantly trying to contact someone at Respondent's office knowledgeable about her case, unsuccessfully. When she finally reached someone in September 2020, that person told her she needed to file a Chapter 13 petition for an additional fee of $1,820 payable within the next 30 days. Ms. Myers declined; that is not what they agreed to and she paid in full up front with assurances that a Chapter 7 case would not be an

issue. Ms. Myers' financial condition had deteriorated in the interim. Ms. Myers repeatedly asked for a refund and for her file, to no avail. She sent Respondent a certified letter requesting a refund and her file but it was returned to her unclaimed.

129. If the matter proceeded to a contested hearing, Respondent would testify his office prepared a petition based on the information given to them by Mrs. Myers. After reviewing the packet, it was determined that, contrary to Ms. Myers assertions, her income exceeded the threshold income for Chapter 7 bankrupty. After the firm reopened after the Covid-19 closure during the early spring of 2020, she was advised that she was not eligible to file a Chapter 7 petition, and therefore, only qualified for Chapter 13 bankruptcy. She was told the standard fee was $4500, plus a $315 filing. Even though the Chapter 7 petition had already been prepared and work had been done to review her package and communicate with her about the income discrepancy, she still received full credit for her Chapter 7 payment even though little or no money was left after the work that was already done on her behalf.

130. If this case went to a hearing Complainant and the State Bar would contest Respondent's story because he has furnished no objective evidence that any of the things he said in the immediately preceding paragraph occurred.

131. Ms. Myers since discovered Respondent charged her a financing fee despite that she did not finance her fees. Respondent states that she was not charged a financing fee by Respondent but she did pay a financing fee to Fresh Start Funding which financed her bifurcated bankruptcy.

132. Respondent conditionally admits he violated Rule 42, ERs 1.2, 1.3, 1.4, 1.5, 1.15, 1.16, 3.2, 8.4(c), and 8.4(d).

COUNT TWENTY- THREE (File no. 20-2675/Bennett)

133. In February 2019, Complainant filed a Family Court petition *in pro per*. The court set a hearing for October 28, 2019. In October 2019, Complainant retained Respondent to represent her. His first court filing, on October 3, 2019, was a List of Witnesses and Exhibits; he did not file a Notice of Appearance.

134. The October 28 hearing did not go well for Complainant. In part, the judge ruled:

ATTORNEYS' FEES

The Court has considered the factors as set forth in A.R.S. § 25-324, in particular, the reasonableness of the parties' positions and the relative financial resources of the parties. Based upon the parties' Affidavits of Financial Information, Mother has significantly greater financial resources and she has taken unreasonable positions by denying Father parenting time. Through her attorney, she also took multiple baseless positions during the evidentiary hearing including a demand that Father be arrested for perjury merely because he denied that he had committed a crime he has been accused of committing. While Father may have been charged with a crime, pursuant to the United States Constitution, parties are innocent until proven guilty and guilt must be proven beyond a reasonable doubt at trial. It is shocking that any licensed attorney would argue that issue with the Court, especially in the manner in which Mother's counsel argued it during the October 28, 2019 hearing. After considering all of those factors, the Court will award Father a portion of his reasonable attorneys' fees.

* * *

IT IS FURTHER ORDERED pursuant to Rule 78(C), Arizona Rules of Family Law Procedure, the Court still must decide the amount of attorney's fees and costs to be awarded. The Court therefore does not intend for this order to constitute a final, appealable order. Rather, the Court is signing this order solely to remove any questions as to the status of the parties and the enforceability of the above orders. Only after the Court has filed a signed order resolving the attorney fees issues, may the party appeal.

135. On November 7, 2019, Respondent filed a Notice of Appeal. On January 16, 2020, the Court of Appeals dismissed it for lack of jurisdiction.

136. Over the course of the representation Respondent charged Complainant, and she paid, fees of $10,500, and she claims that he insisted on cash payments.

137. Complainant accused the father of their children of abuse and obtained Orders of Protection against him. He was subject to criminal proceedings that stayed the Family Court case. When the criminal case ended, Complainant tried to reach Respondent to complete the Family Court case and learned that he disappeared. His office was empty. Complainant had the cell phone number for one of Respondent's former paralegals and contacted her. Complainant claims the former paralegal told Complainant that Respondent emptied his client trust account and had no idea where he was.

138. Complainant became unemployed and had to prevail on her sister to refinance her house to pay for new legal representation. Respondent did not tell her the status of her appeal. Complainant obtained new counsel and a hearing was scheduled for March 1, 2021, to determine pending matters.

139. At a contested hearing, Respondent would testify that his representation of Complainant commenced in early 2019, and continued through February of 2020. During that timeframe, Respondent prepared various motions and other legal paperwork and also appeared at a hearing on behalf of Complainant. After losing the trial, Complainant insisted on appealing the verdict despite being advised that her

chances of success were remote. She continued to refuse father access to the child even though it was court ordered. The appeal from the trial court order required extensive factual and legal research and the amounts she paid were consistent with the work that was done. She was advised that the appeal was denied and that ended the firm's involvement. A motion to withdraw should have been filed but was missed due the Covid-related closure of the law firm in early spring, and then Respondent's medical condition.

140. At a hearing, the State Bar would offer evidence that Respondent's story is another fabrication. His first documented action on Complainant's behalf was in October 2019. Thereafter, he filed a few perfunctory, routine court documents and attended one hearing.

141. Respondent conditionally admits he violated Rule 42, ERs 1.2, 1.3, 1.4, 1.5, 1.15, 1.16, 3.4(c), and 8.4(d).

COUNT TWENTY-FOUR (File no. 20-2705/Huang)

142. On October 30 2020, Respondent rear-ended Complainant George Huang in traffic. Mr. Huang's car was at a stop for a red light at the time. They both exited their cars, inspected the vehicles, and Mr. Huang handed Respondent his

driver’s license and insurance card. Mr. Huang asked Respondent for the same information but Respondent furnished only his insurance information which did not include his name. Mr. Huang asked to see Respondent's driver's license but Respondent refused to show it to him. His rationale was that he inspected Mr. Huang's vehicle, believed there was no damage and decided it was unnecessary to provide the information. Mr. Huang disagreed; Respondent did not seem to be an authorized mechanic and Mr. Huang wanted to have his car properly inspected. Were damage discovered, Mr. Huang needed Respondent's name to contact his insurance. Respondent threw Mr. Huang's cards on the ground, got back into his car, and tried to abscond. Mr. Huang warned him that leaving the scene was illegal and that he'd call the police. Mr. Huang had to block Respondent's car from moving by standing right at his opened car door (so he could not close it and drive away) and asked him to either share the driver's license information or wait for the police. Eventually Respondent showed Mr. Huang his driver’s license so Mr. Huang could jot down his information.

143. A few days later Mr. Huang reported the incident to Respondent's insurance carrier to request a proper inspection. To Mr. Huang's surprise,

Respondent's insurance claim adjuster said that Respondent had already contacted them and claimed that Mr. Huang backed into him instead of him rear-ending Mr. Huang. Fortunately, Mr. Huang had a dash camera with footage to prove the falsity. Mr. Huang sent the clips to Respondent's insurer. A week later, his insurance claim adjuster allegedly confirmed to Mr. Huang that Respondent submitted a false claim.

144. Respondent says he did not file a claim but was defending a claim that he believed was itself fraudulent. At the time of the incident, it was apparent there was no damage to the vehicle and Mr. Huang indicated that he would only file a claim if there was damage. Instead, he filed a claim intending to recover money and then dropped the claim, per Respondent's insurance, when he could not substantiate any damages. Respondent contends this matter is currently disputed and thus, should not be litigated in this forum.

145. During the screening investigation of this charge, Respondent asserted that his wife was driving the car at the time, not him. Mr. Huang shot cell phone video of the scene, aftermath, cars, and area, and the video shows no one in or around the cars other than Mr. Huang and Respondent. Mr. Huang, an eye-witness to and a participant in the event, confirmed that Respondent was behind the wheel.

146. Mr. Huang was not injured and ultimately he determined that his car was not damaged. The State Bar contends Respondent's conduct was unbecoming of an attorney; by trying to conceal his identity, lie about the event, attempt to commit insurance fraud, and now disingenuously claim he tried to prevent Complainant from committing insurance fraud, he tried to evade a potential liability claim against him.

147. Respondent conditionally admits he violated then-Rule 41(e) (now Rule 41(b)(5), eff. Jan. 1, 2021), and Rule 42, ERs and 8.4(c).

COUNT TWENTY-FIVE (File no. 21-0025/O'Brien)

148. In March 2018, Complainant Thomas O'Brien retained the Pew Law Firm to represent him in a bankruptcy case. The fee was $2,500 payable at $100/mo., which Mr. O'Brien paid. When Respondent bought Pew's law firm, Respondent did not communicate with Mr. O'Brien as his new client. When Respondent's purchase of Pew's law firm closed in September 2019, Mr. O'Brien's monthly payments went to Respondent. Mr. O'Brien's last payment was March 19, 2020. Even though Respondent owned the law firm, he continued to bill and collect from clients using invoices and a billing email address with Pew's name. On March 19, 2020,

Respondent sent an email to Mr. O'Brien acknowledging receipt of Mr. O'Brien's final payment and showing a $0 balance. The email came from "billing@pewlaw.com" via infusionmail.com, but Respondent owned the firm and received Mr. O'Brien's payments from and after September 2019.

149. After March 2020, Mr. O'Brien waited to hear from Respondent but he did not hear anything. On April 2, 2020, and several times thereafter, he called Respondent and left a message for him. Neither Respondent nor anyone from Respondent's office returned Mr. O'Brien's call. On April 9, 2020, Mr. O'Brien went to Respondent's office. He told a receptionist he hadn’t been able to reach anyone and wanted to know what to do next. The receptionist summoned someone from a back office who came out and angrily told Mr. O'Brien he had to leave due to the Covid lockdown or else he would call the police. That person did not let Mr. O'Brien ask a question and insisted he leave.

150. No one from Respondent's office contacted Mr. O'Brien until August 19, 2020, when someone named Jessica called and left him a message. Mr. O'Brien tried to return the call several times, unsuccessfully. On September 1, 2020, Mr. O'Brien finally reached a bankruptcy paralegal named MaryKay. She told Mr.

O'Brien that Pew was disbarred in September 2019, and he would have to obtain reimbursement from the Client Protection Fund, and that to continue with his bankruptcy, he would have to pay Respondent an additional $1,800. Marykay sent Mr. O'Brien an email trying to get him to sign a contract and payment agreement for Respondent's firm, "Zolman Law."

151. On Sept 21, 2020, Mr. O'Brien wrote to MaryKay, informed her he had not signed a contract with Zolman Law or authorized them to debit his account, and asked them to return the $700 they withdrew from his account. In a return email Respondent or someone at his firm told Mr. O'Brien they would work something out with him, but did not agree to refund any fees.

152. Respondent conditionally admits he violated Rule 42, ERs 1.2, 1.3, 1.4, 1.5, 1.15, 1.16, 8.4(c), and 8.4(d).

COUNT TWENTY-SIX (File no. 21-0066/Judicial Referral)

153. Respondent represented a client in her divorce case. The parties, through their respective counsel, including Respondent, agreed to settlement terms in July 2020. Respondent, however, thereafter failed to communicate with opposing counsel to document the settlement. Therefore, opposing counsel had to file a

Motion to Set for trial. By a minute entry dated September 14, 2020, Respondent was notified of the January 7, 2021 trial date.

154. During trial preparation in December 2020, opposing counsel called every phone number he could find for Respondent, but all carried the message “no longer in service.” Opposing counsel learned through Respondent's counsel that Respondent had a serious medical condition rendering him incapable of filing a motion to withdraw from the representation. Respondent's counsel authorized opposing counsel in the divorce case to communicate with Respondent's client directly. Uncertain of the propriety of doing so, however, on December 21, 2020, opposing counsel filed a "Notice of Status of Case and Request for Telephonic Conference With Court." Opposing counsel asked for guidance as to whether the parties could sign a Consent Decree of Dissolution without Respondent's participation inasmuch as Respondent was still counsel of record for his client.

155. The court vacated the January 7, 2021 trial date but used that date to conduct the requested status conference. By then the parties signed and filed a Consent Decree of Dissolution. Respondent failed to appear for the telephonic conference. He did not file a motion to withdraw. His client appeared on her own

behalf. The court accepted the Consent Decree and referred this matter to the State Bar.

156. Respondent conditionally admits he violated Rule 42, ERs 1.2, 1.3, 1.4, 1.5, 1.16, 3.2, 3.4(c), and 8.4(d).

COUNT TWENTY-SEVEN (File no. 21-0261/Judicial Referral)

157. The parties incorporate herein by this reference the information recited above in Count Nineteen, File no. 20-2561/Peterson. Count 27 stems from the same underlying Family Court case but was referred by the judge.

158. In its minute entry of the January 19, 2021, status conference, the court observed:

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Discussion is held on counsel for Respondent, attorney Alexander Zolfaghari Monfared's, non-appearance at this hearing.

LET THE RECORD REFLECT, at the outset of this case, attorney Monfared filed a Notice of Appearance in this case. Attorney Monfared did not file a timely response until prompted by the Court. At the last hearing, attorney Monfared advised the Court that he intended to withdraw from this case, however, he has never filed a motion to withdraw, and therefore, is still identified as counsel of record for the Respondent on this case.

As noted by his client, Mr. Monfared has not communicated with his client at all. She has made extensive efforts to contact him through his staff, at his office, and by e-mail, with no response.

THE COURT FINDS these are serious ethical violations for which the Court is compelled to report Mr. Monfared to the State Bar of Arizona for investigation into his behavior in this case.

IT IS ORDERED, that in light of his failure to participate in these proceedings, or to communicate with his client, the Court will withdraw Mr. Monfared from the representation of the Respondent in this case.

159. Respondent conditionally admits he violated Rule 42, ERs 1.1, 1.3, 1.4, 1.16, 3.2, 3.4, and 8.4(d).

COUNT TWENTY-EIGHT (File no. 21-0465/Sara Vance)

160. Complainant retained Respondent to represent her in her divorce case and in July 2020, paid him $2,500. Thereafter, Respondent disappeared. She tried to reach Respondent several times but his office is permanently closed and Complainant did not receive any return contact from him. Complainant charged that Respondent took on new clients (her) and then took off with her money.

161. Complainant had to obtain new legal counsel for her divorce. Being a single mom, it is very hard for her financially to pay a second time. Complainant had a hearing scheduled with a judge for a mediation in her divorce case and had to get an extension because Respondent didn't inform the court he wouldn't appear.

162. Respondent conditionally admits he violated Rule 42, ERs 1.3, 1.4, 1.5, 1.15, 1.16, 3.2, 3.4(c), 8.4(c), and 8.4(d).

CONDITIONAL ADMISSIONS

Respondent's admissions are being tendered in exchange for the form of discipline stated below and are submitted freely and voluntarily and not as a result of coercion or intimidation. Respondent conditionally admits that he violated Rule 42, ERs 1.1, 1.2, 1.3, 1.4, 1.5, 1.7, 1.8, 1.15, 1.16, 3.2, 3.3, 3.4, 5.1, 5.3, 5.4, 5.5, 8.1(a), 8.4(b), 8.4(c), and 8.4(d); and Rules 41(e), 41(i), and 54(c).

CONDITIONAL DISMISSALS

The State Bar conditionally agrees to dismiss charges that Respondent violated ER 1.17.

RESTITUTION

Respondent agrees to pay Restitution to these people:

A. Debora Zieske (Count Nine) - $2,830.00;

B. Michael James Core-Miner (Count Ten) - $8,200.00;

C. Carmen Montano (Count Eleven) - $2,700.00;

D. Brian Barry (Count Twelve) - $2,835.00;

E. Sarah Webb (Count Thirteen) - $3,000.00;

F. Jeremy Dominguez (Count Fifteen) - $1,500.00;

G. Grace Alexander (Count Sixteen) - $4,000.00;

H. Shirley Lester (Count Seventeen) - $2,000.00;

I. Rachel Springer (Count Eighteen) - $2,835.00;

J. Kayla Peterson (Count Nineteen) - $2,500.00;

K. Paul Munsterman (Count Twenty) - $2,500.00;

L. Heidi Myers (Count Twenty-two) - $2,990.00;

M. Karen Bennett (Count Twenty-three) - $10,500.00;

N. Thomas O'Brien (Count Twenty-five) - $2,500.00;

O. Sara Vance (Count Twenty-eight) - $2,500.00.

SANCTION

Respondent and the State Bar of Arizona agree that based on the facts and circumstances the following sanctions are appropriate: Suspension of five (5) years, and restitution as indicated above. If Respondent violates any of the terms of this agreement, the State Bar may bring further discipline proceedings.

LEGAL GROUNDS IN SUPPORT OF SANCTION

In determining an appropriate sanction, the parties consulted the American Bar Association's Standards for Imposing Lawyer Sanctions (*Standards*) pursuant to Rule 57(a)(2)(E). The Standards are designed to promote consistency in the imposition of sanctions by identifying relevant factors that courts should consider and then applying those factors to situations where lawyers have engaged in various types of misconduct. *Standards* 1.3, Commentary. "The standards do not account for multiple charges of misconduct. The ultimate sanction imposed should at least be consistent with the sanction for the most serious instance of misconduct among a number of violations; it might well be and generally should be greater than the sanction for the most serious misconduct." *Standards*, "II. Theoretical Framework."

In determining an appropriate sanction the Court considers the duty violated, the lawyer's mental state, the actual or potential injury caused by the misconduct and the existence of aggravating and mitigating factors. *Standard* 3.0.

The duty violated

Respondent violated his duties to his clients, the profession, the legal system, and the public.

The lawyer's mental state

Respondent intentionally collected money from clients and abandoned them, and he intentionally failed to appear in court when required without taking appropriate steps to withdraw from representations. In other respects, Respondent intentionally engaged in deceitful conduct.

The extent of the actual or potential injury

There was actual, serious harm to clients, the profession, the legal system, and the public.

The parties agree that the following *Standards* are relevant to Respondent's most serious violations:

ERs 1.3, 1.4
Standard 4.41 Disbarment is generally appropriate when:
(a) a lawyer abandons the practice and causes serious or potentially serious injury to a client; or
(b) a lawyer knowingly fails to perform services for a client and causes serious or potentially serious injury to a client; or
(c) a lawyer engages in a pattern of neglect with respect to client matters and causes serious or potentially serious injury to a client.

ERs 1.5, 8.4(c)
Standard 4.61 Disbarment is generally appropriate when a lawyer knowingly deceives a client with the intent to benefit the lawyer or another, and causes serious injury or potential serious injury to a client.

ER 1.15
Standard 4.11 Disbarment is generally appropriate when a lawyer knowingly converts client property and causes injury or potential injury to a client.

ERs 1.16, 8.4(d)
Standard 7.1 Disbarment is generally appropriate when a lawyer knowingly engages in conduct that is a violation of a duty owed as a professional with the intent to obtain a benefit for the lawyer or another, and causes serious or potentially serious injury to a client, the public, or the legal system.

ERs 3.2, 3.4, 8.4(d)
Standard 6.21 Disbarment is generally appropriate when a lawyer knowingly violates a court order or rule with the intent to obtain a benefit for the lawyer or another, and causes serious injury or potentially serious injury to a party or causes serious or potentially serious interference with a legal proceeding.

ER 3.3
Standard 6.11 Disbarment is generally appropriate when a lawyer, with the intent to deceive the court, makes a false statement, submits a false document, or improperly withholds material information, and causes serious or potentially serious injury to a party, or causes a significant or potentially significant adverse effect on the legal proceeding.

ERs 8.1, 8.4(b), 8.4(c)
Standard 5.11 Disbarment is generally appropriate when:
(a) a lawyer engages in serious criminal conduct a necessary element of which includes intentional interference with the administration of justice, false swearing, misrepresentation, fraud, extortion, misappropriation, or theft; or the sale, distribution or importation of controlled substances; or the intentional killing of another; or an attempt or conspiracy or solicitation of another to commit any of these offenses; or
(b) a lawyer engages in any other intentional conduct involving dishonesty, fraud, deceit, or misrepresentation that seriously adversely reflects on the lawyer's fitness to practice.

Aggravating and mitigating circumstances

The presumptive sanction is Disbarment. The parties conditionally agree that the following aggravating and mitigating factors should be considered:

In aggravation: *Standard* 9.22--

(b) dishonest or selfish motive;

(c) a pattern of misconduct;

(d) multiple offenses;

(g) refusal to acknowledge wrongful nature of conduct;

(h) vulnerability of victims;

(j) indifference to making restitution;

In mitigation: *Standard* 9.32--

(a) absence of a prior disciplinary record;

(c) personal and emotional problems as detailed in the disability proceedings previously filed in this matter (the parties agree the medical records shall still be subject to a protective order).

Discussion

The parties conditionally agree that upon application of the aggravating and mitigating factors the presumptive sanction of disbarment should be mitigated to a five-year suspension as the principal disciplinary term. Although aggravating factors outnumber mitigating factors, Respondent has no discipline history. Also, his cardiac condition, surgery, treatment, prognosis, and emotional side-effects constitute significant personal and emotional problems. Because Respondent's medical condition was the precipitating factor in his sudden closure of his law firm, and failure to follow appropriate procedures to withdraw, and coupled with

restitution, the parties conditionally agree that a greater or lesser sanction is not appropriate. Based on the *Standards* and in light of the facts and circumstances, the parties conditionally agree that the sanction set forth above is within the range of appropriate sanction and will serve the purposes of lawyer discipline.

CONCLUSION

The object of lawyer discipline is not to punish the lawyer, but to protect the public, the profession and the administration of justice. *In re Peasley*, 208 Ariz. 27 (2004). Recognizing that determination of the appropriate sanction is the prerogative of the Presiding Disciplinary Judge, the State Bar and Respondent believe that the objectives of discipline will be met by the imposition of the proposed sanction of a five-year suspension, restitution, and the imposition of costs and expenses. To facilitate this consent, the parties agree that Respondent hereby withdraws his Petition for Transfer to Disability Inactive Status (PDJ 2020-9106-D) and subsequent request to stay all discipline proceedings. The parties further agree this court may vacate its order temporarily transferring Respondent to disability inactive status, and the April 5, 2021 hearing date on Respondent's petition and request for stay. A proposed form of order is attached hereto as Exhibit B.

DATED this 24th day of March 2021.

STATE BAR OF ARIZONA

David L. Sandweiss
David L. Sandweiss
Senior Bar Counsel

This agreement, with conditional admissions, is submitted freely and voluntarily and not under coercion or intimidation. I acknowledge my duty under the Rules of the Supreme Court with respect to discipline and reinstatement. I understand these duties may include notification of clients, return of property and other rules pertaining to suspension.

DATED this _____ day of March, 2021.

_____
Alexander Zolfaghari Monfared
Respondent

DATED this _____ day of March, 2021.

_____
Nancy A. Greenlee
Counsel for Respondent

DATED this _____ day of March 2021.

STATE BAR OF ARIZONA

David L. Sandweiss
Senior Bar Counsel

This agreement, with conditional admissions, is submitted freely and voluntarily and not under coercion or intimidation. I acknowledge my duty under the Rules of the Supreme Court with respect to discipline and reinstatement. I understand these duties may include notification of clients, return of property and other rules pertaining to suspension.

DATED this 31st day of March, 2021.

Alexander Zolfaghari Monfared
Respondent

DATED this 26th day of March, 2021.

Nancy A. Greenlee
Counsel for Respondent

Approved as to form and content:

Maret Vessella
Maret Vessella
Chief Bar Counsel

Original electronically filed with
the Disciplinary Clerk of the
Office of the Presiding Disciplinary Judge
of the Supreme Court of Arizona
E-mail: officepdj@courts.az.gov
this 24th day of March, 2021.

Copy of the foregoing emailed
this 24th day of March, 2021, to:

Nancy A. Greenlee
821 E. Fern Drive North
Phoenix, Arizona 85014-3248
Email: nancy@nancygreenlee.com
Respondent's Counsel

Lawyer Regulation Records Manager
State Bar of Arizona
4201 N. 24th St., Suite 100
Phoenix, Arizona 85016-6266

by: Jennifer Smith
DLS/js

EXHIBIT A

Statement of Costs and Expenses

In the Matter of a Member of the State Bar of Arizona,
Alexander Zolfaghari Monfared, Bar No. 030111, Respondent

File Nos. 18-2761, 19-2541, 20-0239, 20-0240, 20-0241, 20-0242, 20-1069, 20-1253, 20-2279, 20-2286, 20-2378, 20-2384, 20-2400, 20-2449, 20-2473, 20-2487, 20-2515, 20-2532, 20-2561, 20-2580, 20-2584, 20-2627, 20-2675, 20-2705, 21-0025, 21-0066, 21-0261 and 21-0465

Administrative Expenses

The Supreme Court of Arizona has adopted a schedule of administrative expenses to be assessed in lawyer discipline. If the number of charges/complainants exceeds five, the assessment for the general administrative expenses shall increase by 20% for each additional charge/complainant where a violation is admitted or proven.

Factors considered in the administrative expense are time expended by staff bar counsel, paralegal, secretaries, typists, file clerks and messenger; and normal postage charges, telephone costs, office supplies and all similar factors generally attributed to office overhead. As a matter of course, administrative costs will increase based on the length of time it takes a matter to proceed through the adjudication process.

General Administrative Expenses for above-numbered proceedings	**$1,200.00**

Additional costs incurred by the State Bar of Arizona in the processing of this disciplinary matter, and not included in administrative expenses, are itemized below.

Additional Costs

06/10/20	Computer investigation reports	$ 17.60
07/14/20	Computer investigation reports	$ 0.30
07/17/20	Computer investigation reports	$ 0.80
12/01/20	Computer investigation reports	$ 0.10
Total for additional costs		$ 18.80

Total Costs and Expenses for each matter over 5 cases where a violation is admitted or proven.

(23 x (20% x 1,200.00):	$ 5,520.00
TOTAL COSTS AND EXPENSES INCURRED	$ 6,738.80

EXHIBIT B

BEFORE THE PRESIDING DISCIPLINARY JUDGE

IN THE MATTER OF A MEMBER OF THE STATE BAR OF ARIZONA, **ALEXANDER ZOLFAGHARI MONFARED,** **Bar No. 030111,**	**PDJ 2020-9052** **FINAL JUDGMENT AND ORDER** State Bar File Nos. 18-2761, 19-2541, 20-0239, 20-0240, 20-0241, 20-0242, 20-1069, 20-1253, 20-2279, 20-2286, 20-2378, 20-2384, 20-2400, 20-2449, 20-2473, 20-2487, 20-2515, 20-2532, 20-2561, 20-2580, 20-2584, 20-2627, 20-2675, 20-2705, 21-0025, 21-0066, 21-0261 and 21-0465

The Presiding Disciplinary Judge of the Supreme Court of Arizona, having reviewed the Agreement for Discipline by Consent pursuant to Rule 57(a), Ariz. R. Sup. Ct., accepts the parties' proposed agreement.

Accordingly:

IT IS ORDERED that Respondent, **Alexander Zolfaghari Monfared**, is Suspended for **five (5) years** for his conduct in violation of the Arizona Rules of Professional Conduct, as outlined in the consent documents, effective 30 days from the date of this order.

IT IS FURTHER ORDERED Respondent must pay Restitution in these amounts to these people:

A. Debora Zieske (Count Nine) - $2,830.00;

B. Michael James Core-Miner (Count Ten) - $8,200.00;

C. Carmen Montano (Count Eleven) - $2,700.00;

D. Brian Barry (Count Twelve) - $2,835.00;

E. Sarah Webb (Count Thirteen) - $3,000.00;

F. Jeremy Dominguez (Count Fifteen) - $1,500.00;

G. Grace Alexander (Count Sixteen) - $4,000.00;

H. Shirley Lester (Count Seventeen) - $2,000.00;

I. Rachel Springer (Count Eighteen) - $2,835.00;

J. Kayla Peterson (Count Nineteen) - $2,500.00;

K. Paul Munsterman (Count Twenty) - $2,500.00;

L. Heidi Myers (Count Twenty-two) - $2,990.00;

M. Karen Bennett (Count Twenty-three) - $10,500.00;

N. Thomas O'Brien (Count Twenty-five) - $2,500.00;

O. Sara Vance (Count Twenty-eight) - $2,500.00.

IT IS FURTHER ORDERED that, upon reinstatement, Respondent shall be subject to any terms of probation imposed as a result of reinstatement hearings held.

IT IS FURTHER ORDERED that Respondent shall be subject to any additional terms imposed by the Presiding Disciplinary Judge as a result of reinstatement hearings held.

IT IS FURTHER ORDERED that, pursuant to Rule 72 Ariz. R. Sup. Ct., Respondent shall immediately comply with the requirements relating to notification of clients and others.

IT IS FURTHER ORDERED that Respondent pay the costs and expenses of the State Bar of Arizona in the amount of $ _____, within 30 days from the date of service of this Order.

IT IS FURTHER ORDERED that Respondent shall pay the costs and expenses incurred by the disciplinary clerk and/or Presiding Disciplinary Judge's Office in connection with these disciplinary proceedings in the amount of _____, within 30 days from the date of service of this Order.

IT IS FURTHER ORDERED Respondent's Petition for Transfer to Disability Inactive Status (PDJ 2020-9106-D) and subsequent request to stay all discipline proceedings are withdrawn.

IT IS FURTHER ORDERED this court's order temporarily transferring Respondent to disability inactive status, and the April 5, 2021 hearing date on Respondent's petition and request for stay, are vacated.

DATED this _____ day of March, 2021.

_____
William J. O'Neil, Presiding Disciplinary Judge

Original filed with the Disciplinary Clerk of
the Office of the Presiding Disciplinary Judge
of the Supreme Court of Arizona
this _____ day of March, 2021.

Copies of the foregoing mailed/emailed
this _____ day of March, 2021, to:

Nancy A. Greenlee
821 E. Fern Drive North
Phoenix, Arizona 85014-3248
Email: nancy@nancygreenlee.com
Respondent's Counsel

Copy of the foregoing emailed
this ____ day of March, 2021, to:

David L. Sandweiss
Senior Bar Counsel
State Bar of Arizona
4201 N. 24th Street, Suite 100
Phoenix, Arizona 85016-6266
Email: LRO@staff.azbar.org

Lawyer Regulation Records Manager
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4201 N 24th Street, Suite 100
Phoenix, Arizona 85016-6266

by:_____