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6 Respondent, *In Propria Persona*

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JUL 18 2013

STATE BAR COURT  
CLERK'S OFFICE  
LOS ANGELES

7 THE STATE BAR COURT  
8 OF THE STATE BAR OF CALIFORNIA  
9 HEARING DEPARTMENT – LOS ANGELES

10  
11 In the Matter of

12 JACQUELINE A. MANGUM,  
13 No. 114066,

14 A Member of the State Bar

CASE NO.: 12-O-16695

RESPONSE TO NOTICE OF  
DISCIPLINARY CHARGES

15  
16  
17 All further notices in this proceeding are to be sent to:

18 Jacqueline A. Mangum  
19 2470 Corinth Ave., No. 5  
20 Los Angeles, CA 90064



21 JURISDICTION

22 Para. 1: Respondent admits she was admitted to the State Bar of California on  
23 July 16, 1984, and is a member of the State Bar.

24 Count 1

25 Para. 2: Respondent denies Paragraph 2 and hereby incorporates her responses  
26 to Paragraphs 3 through 7, 8, 10, 11 and 13 (below) in their entirety at this point by  
27 this reference.

28 Para. 3: Respondent denies that Robert Kay employed her on November 28,  
2011; rather, Mr. Kay employed her on or about January 25, 2012, per the express

1 terms of the Retainer Agreement. Respondent admits that Mr. Kay paid  
2 Respondent \$8000 of which the Retainer Agreement specified \$7500 was  
3 attorney's fee. Respondent admits that Mr. Kay employed Respondent "to  
4 represent and advise [him] in a declaratory relief action regarding the theft of [his]  
5 identity and the dissemination of false information." A prayer for injunctive relief  
6 was also contemplated although this is not a separate cause of action.

7 **Para. 4:** Respondent objects to and denies Paragraph 4 on the basis of relevance  
8 and as Respondent did perform valuable legal services for Mr. Kay. Respondent  
9 admits that no complaint was filed. As an affirmative defense, Respondent states  
10 that it was not possible to complete the complaint without further information and  
11 documentation which Mr. Kay had promised but had not yet provided. Mr. Kay  
12 stated that this information and documentation was in a storage unit in Southern  
13 California which was inaccessible to him since he was living in Sacramento.  
14 Although Respondent offered more than once to go to Mr. Kay's storage unit and  
15 go through his files so Mr. Kay did not have to do this, Mr. Kay declined  
16 Respondent's offer each time. Mr. Kay never provided the additional  
17 documentation and information he had stated he could and would provide making  
18 it impossible to complete and file the complaint. Furthermore, Mr. Kay never  
19 instructed Respondent to complete and file the complaint without waiting for him  
20 to provide the additional information and documentation. After making his request  
21 to withdraw from the case and for a refund of fees, Mr. Kay refused to confirm his  
22 intent to withdraw in response to Respondent's repeated direct questions during a  
23 telephone conversation on October 8, 2012, as to whether he wanted Respondent to  
24 continue to provide legal services. Additionally, despite a request for a sufficient  
25 cost deposit, Mr. Kay did not provide a cost deposit sufficient to cover the filing  
26 fee and related costs of filing the complaint as well as the costs of service of  
27 process on the fourteen named defendants. The costs of service of process alone  
28 are estimated at not less than \$840. The filing fee (\$435) and related costs (such as

1 attorneys service (estimated at \$65) and copies (minimum estimated at \$50 for an  
2 eleven-page complaint)) would have brought the total necessary costs for filing and  
3 service to or about \$1390.

4 **Para. 5:** Respondent does not contest that Mr. Kay sent the fax and admits that  
5 she received it. Respondent denies that she did not respond to the email. As an  
6 affirmative defense, Mr. Kay and Respondent had communicated in March (by  
7 fax), in April (22 minute telephone conversation) and in May 2012 (by fax) and in  
8 none of those communications did Mr. Kay indicate that he was dissatisfied with  
9 either the progress of the work or with Respondent's communications; as a result,  
10 the June 12 fax was a surprise as to which Respondent did not believe she could  
11 respond without first providing Mr. Kay with additional material information and  
12 obtaining confirmation from Mr. Kay. When Respondent provided the additional  
13 information, Mr. Kay pointedly refused to provide confirmation of his previous  
14 request to withdraw from the case.

15 **Para. 6:** Respondent admits that on October 1, 2012, she faxed Mr. Kay a final  
16 draft of the complaint (to the extent it could be finalized without the further  
17 documentation and information Mr. Kay was to provide) together with an  
18 accounting, a request to confirm that Mr. Kay did want to withdraw from the case  
19 and an offer to continue if he was willing since the fee had been fully earned. Mr.  
20 Kay did not respond to the letter; Respondent was finally able to speak at length  
21 with Mr. Kay by telephone on October 8, 2012, at which time Mr. Kay refused to  
22 respond to Respondent's direct repeated questions as to whether he wanted  
23 Respondent to continue to provide legal services.

24 **Para. 7:** Respondent denies that Mr. Kay reiterated his termination of  
25 Respondent's employment. Respondent had sent Mr. Kay a letter attempting to  
26 confirm that he did not want to proceed with the case together with an accounting  
27 showing that the attorney's fee had been fully earned. Mr. Kay did not respond to  
28 the letter. After several attempts, Respondent was able to speak with Mr. Kay by

1 telephone on October 8, 2012, a week later. At that time, Mr. Kay stated that he  
2 had received Respondent's letter and attachment. During the call he refused more  
3 than once to respond to Respondent's repeated direct question as to whether or not  
4 he wanted Respondent to provide further legal services. Respondent denies that  
5 Mr. Kay reiterated his June 2012 request.

6 **Para. 8:** Respondent denies, jointly and separately, that she intentionally,  
7 recklessly or repeatedly failed to perform legal services with competence. As an  
8 affirmative defense, Respondent states that Mr. Kay's failure to provide the  
9 documentation and information he had stated he would and could provide made  
10 Respondent's completion of the complaint, and therefore filing the complaint as  
11 well, impossible, as did his failure to provide a sufficient cost deposit if he had  
12 wished to continue with the case. As a further affirmative defense, Respondent  
13 alleges that Mr. Kay never directed Respondent in any way to finalize and/or file  
14 the complaint without waiting for the additional information and documentation  
15 Mr. Kay had agreed to provide. Additionally, when asked to confirm his  
16 withdrawal from the case, Mr. Kay pointedly refused to do so. In mitigation,

17 **Count 2**

18 **Para. 9:** Respondent denies the allegations of Paragraph 9 and particularly denies  
19 that her fee on the matter was not earned in full. Respondent hereby incorporates  
20 her responses to Paragraphs 3 through 8 (above) and 10 through 13 (below) in their  
21 entirety at this point by this reference.

22 **Para. 10:** Respondent's responses to every paragraph in Count 1 are hereby  
23 incorporated in their entirety at this point by this reference.

24 **Para. 11:** Respondent denies Paragraph 11. As an affirmative defense,  
25 Respondent states that Mr. Kay was responsible for the (alleged) lack of their  
26 value, if any, since he did not provide the documentation and information he had  
27 stated he could and would provide, he did not instruct Respondent to proceed to  
28 finalize and file the complaint without waiting for said documentation and

1 information, he pointedly refused to confirm that he no longer wanted Respondent  
2 to provide legal services despite Respondent's repeated direct questions, and he did  
3 not provide a sufficient cost deposit on request to cover the filing and service of the  
4 complaint.

5 **Para. 12:** Admitted except to the extent this paragraph implies the funds returned  
6 were attorney fees, which they were not. As an affirmative defense, Respondent  
7 states that based on Mr. Kay's previous request, Respondent returned the \$238.60  
8 cost balance after attempting to confirm that he did not want to proceed with the  
9 case even if the attorney's fee had been fully earned. Mr. Kay had refused to  
10 contact Respondent after she sent him an accounting with a letter asking him to  
11 confirm his decision to withdraw from the case. When he did not respond,  
12 Respondent made attempts to contact Mr. Kay by telephone and was able to speak  
13 with him a week later on October 8, 2012. At that time, Mr. Kay stated that he had  
14 received Respondent's letter and attachments, but refused more than once to  
15 respond to Respondent's repeated direct question as to whether or not he wanted  
16 Respondent to provide further legal services. The letter had indicated that a  
17 deposit for the costs of filing and serving the complaint would be necessary if Mr.  
18 Kay wanted to continue. When Mr. Kay refused to say either "Yes" or "No",  
19 given the ambiguity of the situation, Respondent waited to see what, if anything,  
20 Mr. Kay would do at that point.

21 **Para. 13:** Respondent denies that she failed to refund promptly any part of a fee  
22 paid in advance that has not been earned and hereby incorporates Paragraphs 9  
23 through 12 (above) in their entirety at this point by this reference. Respondent  
24 further denies that the costs refunded were attorney's fees. As an affirmative  
25 defense, Respondent states that as she had not been fully retained until no earlier  
26 than or on January 27, 2012, and only four-and-a-half months had passed between  
27 then and June 12, 2012; and furthermore as the communications in March, April  
28 and May had not indicated that Mr. Kay had any problem with the progress of the

1 case, and as he had continued to state he would go to his storage unit to obtain  
2 more information and documentation but had not yet done so, Respondent was  
3 surprised by Mr. Kay's fax request for a refund in June 2012 and felt it necessary  
4 to confirm that Mr. Kay wanted to withdraw from the case. Further, Respondent  
5 was conscious that, if Mr. Kay's request was based on his personal need for the  
6 funds expended on the retainer in the case (as Respondent believed based on the  
7 information she had), it would be fair to Mr. Kay to determine whether he might  
8 change his mind if he were aware that the attorney's fee had been earned in full.  
9 After Mr. Kay did not respond to Respondent's letter asking him for confirmation  
10 and providing an accounting, Respondent attempted to reach him by telephone.  
11 Respondent was not able to speak directly to Mr. Kay regarding his intention until  
12 October 8, 2012. At that time, Mr. Kay refused to respond to Respondent's direct  
13 repeated questions as to whether or not he wanted Respondent to continue to  
14 provide legal services. Even then, Mr. Kay expressed no concerns as to the  
15 quality of Respondent's work. The letter to Mr. Kay had stated that a cost deposit  
16 would be needed if Mr. Kay wanted to proceed with the case. At that point, the  
17 situation was ambiguous. Subsequently, after a further review of the matter,  
18 Respondent determined that a refund of costs was due Mr. Kay and sent it to him.  
19 Mr. Kay has not yet deposited the refund check.

20 **COUNT 3**

21 **Para. 14:** Respondent denies the allegations of Paragraph 14. Respondent hereby  
22 incorporates her responses to Paragraphs 3 through 7, 8, 10, 11 and 13 (above) in  
23 their entirety at this point by this reference.

24 **Para.15:** Respondent denies the allegations of Paragraph 15 and hereby  
25 incorporates her responses to Paragraphs 3 through 7, 8, 10, 11 and 13 (above) and  
26 Paragraphs 17 through 22 (below) in their entirety at this point by this reference.

27 **Para. 16:** Respondent admits she received copies of "Keeper of the Garden" and  
28 "If I Die Before I Wake" from Mr. Kay during her representation of him. Having

1 no certain information as to whether or not Mr. Kay wrote these works, and as to  
2 their nature as "film scripts", Respondent denies these allegations. As an  
3 affirmative defense, Respondent alleges that she acted consistent with her habit in  
4 this matter and emphasized to Mr. Kay that until the actual trial of the matter,  
5 Respondent did not want to receive and would not accept any original documents;  
6 they had to be copies. All of Mr. Kay's documents did appear to be copies.

7 **Para. 17:** Respondent admits the intended use of the works but denies that they  
8 were provided at her request. After discussion, Mr. Kay offered to provide them to  
9 help substantiate his case.

10 **Para. 18:** Respondent denies the allegations of Paragraph 18.

11 **Para. 19:** Respondent does not contest that Mr. Kay sent a fax on October 23,  
12 2012, and admits the fax requested the return of his "scripts". Respondent denies  
13 the fax mentioned a file. As an affirmative defense, Respondent alleges that Mr.  
14 Kay has always had all the originals of all of his documents consistent with  
15 Respondent's habit and instructions.

16 **Para. 20:** Respondent denies the allegations of Paragraph 20. Further, as an  
17 affirmative defense, Respondent alleges that Mr. Kay had and has all the originals  
18 of all of his documents consistent with Respondent's habit and instructions.

19 **Para. 21:** Respondent admits the allegations of Paragraph 21. As an affirmative  
20 defense, Respondent states that she had misfiled the copies of his works under their  
21 titles rather than in Mr. Kay's file and had only discovered them shortly before  
22 sending them.

23 **Para. 22:** Respondent denies that she willfully failed to release to the client  
24 promptly upon termination of employment and at his request, all client papers and  
25 property.

26 **COUNT 4**

27 **Para. 23:** Respondent denies that the alleged actions were willful, that all of Mr.  
28 Kay's telephone calls were reasonable status inquiries, that she received all of Mr.

1 Kay's alleged voicemails and that she failed to respond to all of his messages.  
2 Further, Respondent alleges she provided Mr. Kay with regular status updates as  
3 events moved forward in his case.

4 **Para. 24:** Respondent's responses to every paragraph in Counts 1, 2 and 3 are  
5 hereby incorporated in their entirety at this point by this reference.

6 **Para. 25:** Respondent admits that Mr. Kay called Respondent's office numerous  
7 times between January and June 2012. Respondent is unable to confirm or deny  
8 that Mr. Kay left a message each time or the content of each alleged message and  
9 so denies the allegation that he did leave many such messages. Respondent denies  
10 that she received all of Mr. Kay's alleged voicemails. Respondent denies that she  
11 failed to respond to the messages in that she did communicate with Mr. Kay on a  
12 pretty regular basis through at least May 2012.

13 **Para. 26:** Respondent denies the allegations of Paragraph 26 and hereby  
14 incorporates in their entirety at this point by this reference Paragraphs 4 through 7,  
15 12 and 13.

16 **Para. 27:** Respondent denies that she willfully failed to respond promptly to  
17 reasonable status inquiries of a client.

18 **COUNT 5**

19 **Para. 28:** Respondent denies that she willfully failed to cooperate and participate  
20 in a pending disciplinary proceeding. Respondent cooperated and participated to  
21 the extent she was able to do so based on the state of her health at that time.  
22 Respondent responded by voicemail and then by letter dated September 24, 2012,  
23 to the Complaint Analyst letter of August 27, 2012. Respondent provided a further  
24 response to the Complaint Analyst by letter of October 1, 2012. By letter of  
25 October 5, 2012, Respondent also provided the Analyst copies of her letter to Mr.  
26 Kay, the accounting on his case and the draft complaint. Respondent also provided  
27 a follow-up letter dated October 8, 2012, and confirmation that Mr. Kay had  
28

1 received the materials Respondent sent him. Additionally, Respondent requested  
2 and participated in an ENEC and status conference in this case.

3 **Para. 29:** Respondent's responses to every paragraph in Counts 1, 2, 3 and 4 are  
4 hereby incorporated in their entirety at this point by this reference.

5 **Para. 30:** Respondent has no information to confirm or deny but does not contest  
6 the allegations of this paragraph.

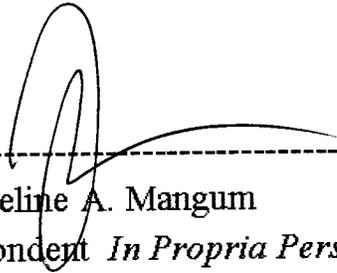
7 **Para. 31:** Respondent admits she became aware of the November 1st letter at  
8 some point after the date by which the information requested was due had passed.

9 **Para. 32:** Respondent admits she became aware of the November 1st letter at  
10 some point after the date by which the information requested was due and did not  
11 respond as she did not believe a late response would be considered based on  
12 language in the letter.

13 **Para. 33:** Respondent has no information to confirm or deny the allegations of  
14 this paragraph and so denies them.

15 **Para. 34:** Respondent denies that she willfully failed to respond to the  
16 investigator's letter or to cooperate and participate in a disciplinary proceeding in  
17 that Respondent cooperated and participated to the extent she was able to do so  
18 based on the state of her health at that time. Respondent's responses to  
19 Paragraphs 28 and 32 are hereby incorporated in their entirety at this point by this  
20 reference.

21  
22 Dated: July 18, 2013

  
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Jacqueline A. Mangum  
Respondent *In Propria Persona*

1 PROOF OF SERVICE)  
2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES)

3 I reside in the County of Los Angeles, State of California. I am over the age  
4 of 18 and not a party to the within action; my address is 2470 Corinth Ave., Los  
5 Angeles, CA 90064.

6 On July 18, 2013, I served the foregoing document described as:

7 **RESPONSE TO NOTICE OF DISCIPLINARY CHARGES**

8 on interested parties in this action by placing a true and correct copy thereof  
9 enclosed in a sealed envelope addressed follows:

10 Meredith A. McKittrick, Esq.  
11 Deputy Trial Counsel  
12 1149 S. Hill St.  
13 Los Angeles, CA 90015

14  
15  (BY MAIL) I placed such envelope with postage thereon fully prepaid in the  
16 United States mail at Los Angeles, California.

17  (BY FAX) Per agreement or order of the Court.

18  
19  (BY PERSONAL SERVICE) I delivered such envelope by hand to the  
20 offices of the addressee.

21  (STATE) I declare under penalty of perjury under the laws of the State of  
22 California that the above is true and correct.

23  
24  (FEDERAL) I declare that I am employed in the office of a member of the  
25 bar of this court at whose direction the service was made.

26 Executed on July 18, 2013, at Los Angeles, California.

27  
28   
\_\_\_\_\_  
Larry C. Jones