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FILED

JAN 13 2014

P.B.

STATE BAR COURT
CLERK'S OFFICE
LOS ANGELES

Respondent
In Pro Per

STATE BAR COURT

HEARING DEPARTMENT - LOS ANGELES

In the Matter of:)	Case No. 12-O-16308(Sibilia)
)	13-O-11519(Sibilia)
ROBERT SIBILIA)	13-O-11520(Lorenzo)
Member No. 126979)	
)	
W. STEPHEN LORENZO)	ANSWER TO NOTICE OF
Member No. 110869)	DISCIPLINARY CHARGES
)	
)	
Members of the State Bar)	

ANSWER TO NOTICE OF DISCIPLINARY CHARGES

COUNT FIVE

Case No. 13-O-11520

Business and Professions Code, section 6106
(Alleged Moral Turpitude-Misappropriation)

DENIED

Complainant State Bar alleges that between May 10, 2011 and February 9, 2013, Respondent Lorenzo dishonestly or grossly negligently misappropriated for his own purposes \$1,625.00 that should have been paid to a client's doctor. This is untrue. Respondent Lorenzo is a member of the Florida Bar for over 40 years and the California Bar for over 30 years without a complaint filed against him. Respondent Lorenzo is an officer of this Court, Florida Courts, Federal Courts and the Bar of the United States Supreme Court.

First, Respondent Lorenzo never was the President or Treasurer of Sibilia and Lorenzo; nor, was he the person that maintained any Bank Records for the Law Firm

of Sibilial & Lorenzo. He never knew the codes for phone or online banking. He never kept or reconciled a single bank statement of that firm ever.

Secondly, Respondent Lorenzo left the firm of Sibilial & Lorenzo **February 1, 2012** and proceeded to move to Coral Gables, Florida shortly thereafter on February 15, 2012. Obviously, Respondent Lorenzo left the firm approximately 7 months after any allegations supposedly occurred and never had access to a single document of any kind that would have given him personal knowledge.

Further, Mr. Manusevitz, hereinafter "client", never called or wrote to Respondent Lorenzo once; despite the fact that his phone number and Florida address were registered with the CA & FL BARs, until after he filed a Bar Complaint which was approximately February, 2013. This was about the same time when his doctors with executed liens were paid highly reduced amounts as Respondent Lorenzo discussed with client that in time it should be possible and this was in accordance with client's instructions and consent.

There was never an act of Moral Turpitude or Gross Negligence by Respondent Lorenzo.

COUNT SIX

Case No. 13-O-11520

**Rules of Professional Conduct, rule 4-100(B)(4)
(Failure to pay Client funds promptly)**

DENIED

Respondent Lorenzo paid client \$2,292.00 on November 11, 2010 based upon \$1,833.00 being held in trust to negotiate his doctor lien. If said lien was not negotiated over time, client would have had to pay \$3,740.00. Client was saved \$1,907.00 on his medical bill when the lien was paid. Its untrue that client requested in November, 2010 that the doctor be paid pursuant to the doctors lien which would have amounted to \$3,740.00 being paid out of his settlement funds immediately. If that were true, he would have had a net recovery of \$385.00.

Despite his frequent visits to the office regarding a subsequent accident and a dog scratch/bite case, Respondent Lorenzo was never advised to pay promptly the aforementioned medical of \$1,833.00 or any part thereof as partial payment, by the client.

Respondent Lorenzo left the firm of Sibilial & Lorenzo, and all client files in California to which he had no longer had access even by phone, once he moved permanently to Florida in February, 2012. However, Mr Sibilial has stated that he discussed the lien status in October or November, 2012 with client. Further, client understood and asked Mr. Sibilial to continue his efforts as before.

There was no way for Respondent Lorenzo to monitor a former Sibilial & Lorenzo client or case file. However, if Respondent Lorenzo had received a single inquiry to pay a lien promptly, whether in writing or by phone, from the client; Respondent Lorenzo at the very least would have inquired into the case status and sought resolution.

There was certainly no willful violation by Respondent Lorenzo.

COUNT SEVEN

Case No. 13-O-11520

Rules of Professional Conduct, rule 4-100(B)(4)
(Failure to pay Client funds promptly)

DENIED

Respondent Lorenzo paid client \$6,000.00 on October 24, 2011 based upon \$4,500.00 being held in trust to negotiate his doctor lien of \$3,840.00 and possibly the additional medical bills totaling an additional \$7,295.00. If said doctor lien was not negotiated over time, client would have had to pay \$3,840.00. Instead, Tirsch & Lowenberg Chiropractic, Inc. was paid \$2,942.00 (not \$1,588.00 as the Bar alleges). Client was saved \$898.00 on this medical lien. It's ridiculous that client requested in October, 2011 that the medical bills be paid which would have amounted to paying \$11,035.00 while he had only \$4,500.00 in trust. A total settlement of - \$535.00.

More important is that Respondent Lorenzo left the firm of Sibilial & Lorenzo, and its client files in California to which he had no longer had access even by phone, once he moved permanently to Florida in February, 2012. This was approximately three months after the settlement with client. With Thanksgiving, Christmas, New Years, vacations and taxes how could any attorney even start a viable discussion to negotiate all medical bills. If this is the new definition of prompt, every attorney in CA with a Trust Account could be brought up on charges.

Again, there was no way for Respondent Lorenzo to monitor a former Sibilial & Lorenzo client or case file. However, if Respondent Lorenzo had received a single inquiry to pay a medical bill promptly from client, whether in writing or by phone; Respondent Lorenzo at the very least would have sought immediate resolution for the client.

When Attorney Sibilial met with client in approximately October or November 2012, the client admitted to Mr Sibilial that what I later said in my letter to the Bar was accurate in regard to the client. Mr. Sibilial did a good job of negotiating the liens down to my prior projections. Unfortunately, his attempts to obtain cooperation from the hospital and fire department have continued to drag on. That is the nature of these entities when trying to work out a medical bill. It is not any different for any personal injury attorney.

There was certainly no willful violation by Respondent Lorenzo.

WHEREFORE Respondent Lorenzo, demands that all charges be dismissed forthwith and that he be paid all costs of defense of this action.

Dated this 6 day of January, 2014.



W. STEPHEN LORENZO, ESQ.
RESPONDENT IN PRO PER

DECLARATION OF SERVICE BY US MAIL

Re: CASE NUMBERS: 12-P16308, 13-011519 and 13-0-11520

I, the undersigned, am over the age of eighteen (18) years and not a party to the within action whose address is 138 Chota Landing Drive, Loudon, TN 37774, declare that on the date shown below, I caused to be served the foregoing document described as: **ANSWER TO NOTICE OF DISCIPLINARY CHARGES** on the interested parties in this action by placing a true copy thereof (except for an original to the party indicated) enclosed in sealed envelope(s) addressed as follows:


Paul Barona
Case Administrator
State Bar Court of California ORIGINAL
845 S. Figueroa Street
Los Angeles, CA 90017-2515

Rizamari Sitton, Esq.
845 So. Figueroa Street
Los Angeles, CA 90017-2515

I am "readily familiar" with Mr. Lorenzo's practice of collection and processing correspondence for mailing. Under that practice it would be deposited in the U.S. Postal Service on that same day with the postage thereon fully prepaid at Miami, Florida and currently in Loudon, Tennessee in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing.

Executed on January 6, 2014 at Loudon, TN.

I declare under penalty of perjury under the laws of the State of California, that the foregoing is true and correct.


Margaret Maltby