



FILED

MAY 27 2016

Fanya E. Young
Attorney at Law
SBN #233426
8 Locksly Avenue #9C
San Francisco, CA 94122

Respondent in pro per

STATE BAR COURT CLERK'S OFFICE
SAN FRANCISCO

CALIFORNIA STATE BAR COURT

| | | |
|---------------------------|---|---------------------|
| In the Matter of |) | Case No. 13-O-13464 |
| |) | |
| FANYA ELYCE YOUNG |) | |
| |) | RESPONDENT'S ANSWER |
| NO. 233426 |) | |
| |) | |
| A Member of the State Bar |) | |
| |) | |
| |) | |
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RECEIVED

MAY 27 2016

STATE BAR COURT CLERK'S OFFICE
SAN FRANCISCO

ANSWER

Respondent Fanya Young answers the complaint herein as follows:

COUNT ONE
Case No. 13-O-13464

1. Respondent denies each and every allegation stated in Count One.
2. Respondent denies that she appeared as Counsel of Record in the Alameda County Superior Court case no. RP 09478054, *In re mater of Patricia L. Francis Trust*. Respondent contracted with Errold Moody to represent him in the limited scope of a bench trial on December 13, 2012.
3. Respondent alleges that the trial was completed by January 18, 2013.
4. Respondent denies any and all allegations in count one. Mr. Moody responded to Respondent's posting on Craigslist's in which she advertised that she was available for "special appearances." (See Exhibit 1). Mr. Moody expressly contracted to have Respondent handle the bench trial only as stated in the contract. (See Exhibit 2).
5. Furthermore, Ms. Young notified both the Master Calendar Court and the Trial Court that the scope of her engagement was limited for the trial.

RESPONDENT'S ANSWER

1 6. At no time did Mr. Moody or Miss Young agree to any services beyond the trial court's finding as per the
2 the contract. Thus, there was no need to obtain permission from the court to draw.

3 7. Respondent further alleges that the absence of a public record in which she is not listed as the Attorney of
4 Record.

5 8. Respondent further alleges that Me. Moody's complaint did not allege a failure to withdraw as the Attorney
6 of Record because Ms. Young was never employed as such. Said allegations arise from incorrect assumptions
7 of the State Bar, based on the unsubstantiated suspicions of Judge Brick. Ms. Young further alleges that Judge
8 Brick was assigned to the matter for trial and assumed she was the Attorney of Record.

9 9. Ms. Young alleges Mr. Moody had indicated he was in California and representing himself after the trial In
10 February 2013.

11 10. Respondent alleges that Opposing Counsel, Duane Light, had been in direct communication with Mr.
12 Moody, something that would be unethical if Mr. Moody had been represented by counsel. It was Mr. Light
13 who alerted Respondent to the fact that Mr. Moody fled the jurisdiction and moved to Florida in June 2013.
14 Moody's incorrect belief he had a right to retain Trust documents after being removed from the Trust at issue.

15 11. As per 03-700, respondent was not required to provide additional services past that of the trial and did not
16 seek to obtain the court's permission as per the Rules of Professional Responsibility's *Discussion* following the
17 rule, which states "Absent special circumstances, "reasonable steps" do not include providing additional
18 services to the client once the successor counsel has been employed and rule 3-700(D) has been satisfied."

19
20 **COUNT TWO**
Case No. 13-O-13464

21 12. Respondent incorporates herein by reference its responses to paragraphs 1 through 11 above.

22 13. Respondent denies each and every allegation stated in Count Two.

23 14. Respondent did not get notice of the State Bar's investigation or the July 16, 2013 letter since she was not
24 conducting business, residing with family, and was substantially incapacitated due a string of medical
25 emergencies starting shortly before May 6, 2013 and lasting through mid-July 2013.

26 15. Respondent's silicon breast implant had ruptured, slowly leaking in her body. During the aforementioned
27 period stated above, Respondent was rushed in the Emergency Room, subject to three (3) tests (e.g. ultrasound
28 test, CT Scan, and two Mammograms), and major surgery on June 18, 2013 to remove the ruptured implants.

16. Respondent was released into the care and custody of her family and given pain-killers and narcotics for
her two to three weeks of recovery.

RESPONDENT'S ANSWER

1 17. Once Respondent was able to care for herself and could work, Respondent immediately contacted the State
2 Bar after finding the July 16, 2013 letter among the numerous letters she received while away.

3 18. Respondent immediately cooperated with the State Bar in its investigation.

4 **COUNT THREE**
5 **Case No. 15-O-15563**

6 19. Respondent incorporates herein by reference its responses to paragraphs 1 through 18 above.

7 20. Respondent denies the allegations of timely quarterly report filed on January 14th 2014. Respondent
8 alleges the report was sent on time **to the address listed on the form.**

9 21. Respondent denies that she was willful in her alleged failure to complete the terms of probation as per the
10 *Agreement in Lieu of Discipline* (hereinafter "*Agreement*").

11 22. Respondent attempted to have her conditions of probation modified with Mr. Henderson, representing the
12 State Bar. However, Respondent was told that she could only get the terms of her probation modified by the
13 Office of Probation.

14 23. Respondent then attempted to have the terms of her probation modified by the Office of Probation,
15 represented by May Fernandez. Officer Fernandez, however, expressly stated that conditions of probation
16 could only be modified by the State Bar Trial Counsel. Despite Respondent's efforts, she was unsuccessful in
17 getting the terms of her probation modified. Thus, any violation of her conditions of probation was not willful.

18 24. Respondent alleges that the Office of Probation failed to give respondent the Office's *new address on 845*
19 *S. Figueroa Street*. Respondent alleges the form was sent on time to the address listed on the form.

20 25. Respondent does not admit or deny the Quarterly Report being filed late on October 16, 2014. The State
21 bar has not provided Respondent with any evidentiary proof that the Report was filed received on October 16,
22 2014, July 15, 2015, or July 13, 2015.

23 26. Respondent alleges on information and belief that she paid for Express Delivery or Priority Delivery for the
24 Report to Reach the State Bar's Los Angeles Office on the aforementioned dates.

25 27. Responded further claims the defense of impossibility for the allegation of failing to attend and successfully
26 complete by October 24, 2014.

27 28. Respondent admits that she did not complete Ethics School until December 3, 2015 and alleges the
28 following affirmative defenses as stated below.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

RESPONDENT'S ANSWER

1 Respondent asserts the following affirmative defenses:

2
3 **Impossibility**

4
5 29. Respondent incorporates paragraphs 1-28 as stated above.

6 30. Respondent alleges the affirmative defense of impossibility as to Counts 2 and 3.

7 31. Respondent's performance of the described in the complaint became impossible in that on or about July
8 13, 2014 when eviction proceedings commenced against her retaliation for reporting a sexual assault.

9 32. From July 2014 through October 22, 2014, Respondent attempted to fight the unlawful eviction.
10 Respondent was finally evicted on October 8, 2014. (See **Exhibit 3.**) Respondent suffer from trauma,
11 depression, and her inability to earn money.

12 33. Due to the loss of her home and her office, Respondent was in dire financial straits and did not have
13 the ability or capacity to pay or enroll in the Ethics School as per the Agreement.
14 were unobtainable, and there was no reasonable substitute. After the time scheduled completion of Ethics School by
15 October 24, 2014 as per the *Agreement*, Respondent was not in a position to pay for Ethics School, a condition
16 precedent to attending the class. Thus, Respondent was not able to perform her obligations under the contract due to
17 the change in circumstances.

18 34. Once Respondent secured housing and had the means to pay for Ethics School, she did so and completed
19 the course. Thus, Respondent's untimely performance should be excused and the violation of probation alleged in
20 the complaint should not be enforced.

21 **Impracticality**

22 35. Respondent alleges and incorporates by reference paragraphs 1-34.

23 36. Respondent asserts the affirmative defense of impracticality as to Counts 2 and 3.

24 37. As stated above, Respondent suffered from the trauma of the sexual assault, loss of income,
25 homelessness, and retaliatory eviction. Due to circumstances beyond her control, performance of the terms of
26 the Agreement were impractical since her primary concern was to survive and to find housing, a source of
27 income, while dealing of several debilitating events.
28

1 38. Respondent performed her obligations as best she could under the circumstances. When she had secured
2 housing, endeavored to study development and design, and earn some money to enroll in the Ethics School, she
3 did. When she had money to print, fax, mail, and pay for postage for the Probationary reports, she did.

4 39. The instability of her situation, however, and the dire straits Respondent was forced to deal with made
5 performance of the *Agreement* impractical.

6 WHEREFORE, Respondent prays as follows:

7 40. Finding in favor of the Respondent;

8 41. For such other and further relief as the court deems proper.
9

10 Dated: May 27, 2016

11
12 BY _____

13 Fanya E. Young
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DECLARATION OF SERVICE

BY

US FIRST CLASS MAIL / US CERTIFIED MAIL/OVERNIGHT DELIVERY /FACSIMILE-ELECTRONIC
TRANSMISSION

CASE NO.: 13-O-13464L 15-O-15563

I, the undersigned, am over the age of eighteen (18) years old and am not a party to the action, and whose
business address and place of employment is not in the State of California.

I send by

RESPONDENT'S ANSWER

Client is responsible for all court costs and expenses. Client must provide Attorney with a deposit of five hundred for filing fees and service of process.

All fees are non-refundable and must be paid prior to attorney representing client in any matter. **Attorney has no obligation to render services until all fees have been paid.**

a. Client agrees to pay Attorney, as stated above, by ___ at least two (2) days before Attorney begins working.

5. **DISCHARGE AND WITHDRAWAL.** Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical.

6. **DISCLAIMER OF GUARANTEE AND ESTIMATES.** Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter, nor about the length of time needed to terminate the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter and any approximation as to the length of time such matter will be resolved are expressions of opinion only. Any estimate of fees given by Attorney shall not be a guarantee. Actual fees may vary from estimates given.

7. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

| | |
|---|---|
| BY: <u>[Signature]</u> Fanya E. Young Print Name ATTORNEY | BY: <u>[Signature]</u> <u>ERROL F. MOODY JR</u> Print Name CLIENT |
| DATED: <u>12/13/2012</u> | DATED: <u>12/13/2012</u> |

| | |
|--|--|
| TO (Name and Address): Fanya Young 680 Mission Street, #10A San Francisco, CA 94105 | LEVYING OFFICER (Name and Address): San Francisco County Sheriff's Office San Francisco Sheriff Civil Section 1 Dr. Carlton B. Goodlett PL. Rm 456 Civil Division San Francisco, CA 94102 (415) 554-7235 California Relay Service Number (800) 735-2929 TDD or 711 |
| NAME OF COURT, JUDICIAL DISTRICT or BRANCH COURT, IF ANY: San Francisco - Superior Court 400 McAllister Street San Francisco, CA 94102 | COURT CASE NO.: CUD13645444 |
| PLAINTIFF: Third and Mission Associates, LLC DEFENDANT: Fanya Young | LEVYING OFFICER FILE NO.: 2014421732 |
| Eviction Restoration Notice | |

To: Evicted Tenants, Property Owners, Their Agents and The Local Police:

By virtue of a Writ of Execution for Possession of Real Property, the following property was restored to the landlord on:

| | |
|--------------------------|---|
| Eviction Date: | Wednesday, OCT 08 2014 |
| Eviction Address: | 680 Mission Street, #10A San Francisco, CA 94105 |

Pursuant to Penal Code Sections 419 and 602, and judgment debtor, any persons removed by the Sheriff or Marshal, or any person not authorized by the landlord, who enters the real property after eviction, may be subject to arrest.

Pursuant to California Civil Procedure sections 715.010(b)(3) and 715.030, all personal property left on the premises has been turned over to the landlord. The landlord is responsible for the safe keeping of tenant's property for fifteen (15) days from the date of eviction. The landlord may charge a reasonable fee for removal and storage of the property. However, upon demand of the tenant, the landlord must return the tenant's property if the tenant pays all costs incurred by the property owner for storage and maintenance. If the costs are not paid by the tenant and the tenant does not take possession of the property left behind before the end of the fifteen (15) day period, the landlord may either sell the property at public sale and keep from the proceeds of the sale the costs of storage and of the sale (1988 CCC), if the property is valued at less than \$300.00, the landlord may dispose of the property or retain it for his own use. (1174 CCP)



OCT 08 2014
Date: _____

Ross Mirkarimi
Sheriff

By: 
Sheriff's Authorized Agent

| | |
|--|---|
| TO (Name and Address): Fanya Young 680 Mission Street, #10A San Francisco, CA 94105 | LEVYING OFFICER (Name and Address): San Francisco County Sheriff's Office San Francisco Sheriff Civil Section 1 Dr. Carlton B. Goodlett PL Rm 456 Civil Division San Francisco, CA 94102 (415) 554-7235 California Relay Service Number (800) 735-2929 TDD or 711 |
| NAME OF COURT, JUDICIAL DISTRICT or BRANCH COURT, IF ANY: San Francisco - Superior Court 400 McAllister Street San Francisco, CA 94102 | COURT CASE NO.: CUD13645444 |
| PLAINTIFF: Third and Mission Associates, LLC DEFENDANT: Fanya Young | LEVYING OFFICER FILE NO.: 2014421732 |
| Notice to Vacate | |

By virtue of the Writ of Execution for Possession/Real Property (eviction), issued out of the above court, you are hereby ordered to vacate the premises described on the writ.

| | |
|--------------------------|---|
| Eviction Address: | 680 Mission Street, #10A San Francisco, CA 94105 |
|--------------------------|---|

Final notice is hereby given that possession of the property must be turned over to the landlord on or before:

| | |
|---|--|
| Final notice is hereby given that possession of the property must be turned over to the landlord on or before: | Wednesday, OCT - 8 2014 6:01 AM |
|---|--|

Should you fail to vacate the premises within the allotted time, I will immediately enforce the writ by removing you from the premises. All personal property upon the premises at the time will be turned over to the landlord, who must return said personal property to you upon your payment of the reasonable cost incurred by the landlord in storing the property from the date of eviction to the date of payment. If the property is stored on the landlord's premises, the reasonable cost of storage is the fair rental value of the space necessary for the time of storage. If you do not pay the reasonable storage costs and take possession within fifteen (15) days, the landlord may either sell your property at a public sale and keep from the proceeds of the sale the costs of storage and of the sale (1988 CCC), or, if the property is valued at less than \$300.00, the landlord may dispose of your property or retain it for his own use. (715.010(b)(3), 1174 CCP)

If you claim a right of possession of the premises that accrued prior to the commencement of this action, or if you were in possession of the premises on the date of the filing of the action and you are not named on the writ, complete and file the attached Claim of Right of Possession form with this office. No claim of right to possession can be filed if box 24a(1) located on the back of the writ is checked.



Ross Mirkarimi
Sheriff

By: [Signature] #1576/SX #1337
Sheriff's Authorized Agent

Exhibit A

PROOF OF SERVICE BY PERSONAL DELIVERY¹

In the Matter of Fanya Elyce Young

State Bar Court Case No. 13-0-13464

I, the undersigned, hereby declare as follows:

1. I am over the age of 18 years;

2. My business/residence address is: 8 Locksly Ave # 90
SAN FRANCISCO, CA 94122;

3. On May 27, 2015, I personally served a true copy of the attached
Motion to Dismiss and Supplement to Respondent's Answer
Motion to Dismiss
(state exact name of served document(s)) in the above-captioned action upon
Robert Henderson by (check applicable option):

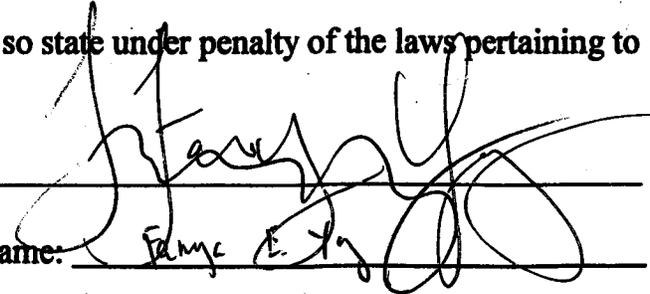
(1) personally delivering a copy of said document(s) to the above-named person;

(2) personally leaving said document(s) in a envelope or package clearly labeled to identify the attorney being served with a receptionist or other person having charge of the office of the above-named attorney (use only in the case of service upon an attorney)

4. The location/address at which the aforesaid service occurred was: 180
Howard St. San Francisco CA 94102

5. This declaration was executed on May 27, 2015 at
SAN FRANCISCO, California;

6. The foregoing is true and correct and I so state under penalty of the laws pertaining to perjury in the State of California.


Print name: Fanya Elyce Young

¹Use only for personal service or for service on an attorney pursuant to Code of Civil Procedure section 1011 (a).