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SEP 17 2014

1 CHRISTIAN K. JENSEN SBN 214239
2 P.O. BOX 197
3 LAFAYETTE, CA 94549

4 415 236 0709

STATE BAR COURT CLERK'S OFFICE
SAN FRANCISCO
THE STATE BAR COURT OF THE STATE BAR OF CALIFORNIA
HEARING DEPARTMENT SAN FRANCISCO

6 In the Matter of
7 Christian K. Jensen, SBN214239,
8 A Member of the State Bar
9
10

) Case No.: 13-U-17117

) RESPONSE TO NOTICE OF DISCIPLINARY
CHARGES

11
12 Respondent, Christian K. Jensen, responds to the notice of disciplinary charges filed herein as follows:

- 13 1. The address to which all further notices to respondent in relation to these proceedings may be sent
14 as follows:

15 P.O. Box 197
16 Lafayette, CA 94549



- 17
18
19 2. Respondent specifically denies each of the allegations and charges contained in Paragraphs One
20 through Six of the notice of disciplinary charges as follows:
21
22 3. Answering the allegations of Paragraph One of the complaint, CHRISTIAN K. JENSEN
23 incorporates herein answers to paragraph(s) One through Six of the NDC the same as though
24 fully set out at length.
25 4. Answering the allegation of Paragraph One of the purported complaint, CHRISTIAN K. JENSEN
26 admits in part (re: receipt of settlement check); with regards to other parts of paragraph, denies
27 each and every allegation, or where he has no information or belief sufficient to allow answer, so
28 denies each and every allegation in said Paragraph.
29 5. Answering the allegation of Paragraph Two of the purported complaint, CHRISTIAN K.
30 JENSEN admits in part, (re: receipt of settlement check); with regards to other parts of paragraph,
31 denies each and every allegation in said Paragraph.
32 6. Answering the allegation of Paragraph Three of the purported complaint, CHRISTIAN K.
JENSEN denies each and every allegation in said Paragraph.

- 1 7. Answering the allegation of Paragraph Four of the purported complaint, CHRISTIAN K.
2 JENSEN admits in part, (re: receipt of settlement check); with regards to other parts of paragraph,
3 denies each and every allegation in said Paragraph.
- 4 8. Answering the allegation of Paragraph Five of the purported complaint, CHRISTIAN K.
5 JENSEN admits in part (re: attorney for Complainant); with regards to other parts of paragraph,
6 denies each and every allegation, or where he has no information or belief sufficient to allow
7 answer, so denies each and every allegation in said Paragraph.
- 8 9. Answering the allegation of Paragraph Six of the purported complaint, CHRISTIAN K. JENSEN
9 admits in part (re: receipt of settlement check); with regards to other parts of paragraph, denies
10 each and every allegation in said Paragraph.

11
12 10. The matter and transactions complained of, which are the subject of this proceeding, may be fully
13 and accurately explained as follows:

14 A referral was made to me by Mr. Carlos Jato, a fellow practicing attorney, in return for a favor I
15 performed as he had requested. Apparently, the referral came from Selby Lighthill, who apparently
16 worked at the time as a panel attorney for the ALRP; neither he nor the ALRP informed me of their
17 involvement with the Complainant.

18 Similarly, Jato had not informed me of these facts, nor the fact that they had passed on
19 representing Complainant.

20 Complainant made a written agreement with me to represent him in a motion to compel in an
21 unlawful detainer case for non-payment of rent. The motion to compel hearing was set to occur within a
22 few days. Complainant had been turned down for representation by five attorneys already, had missed his
23 deadline to respond, and had less than a week to go for response before the hearing on the motion.

24 He was happy I took his case, and despite his hearing occurring within a few days, requested I
25 allow him extended time to pay his retainer. I agreed. I reduced my fee for him and he even did not pay
26 the second installment on time as agreed.

27 I informed Complainant straightforwardly of his chances of success in prevailing as he had
28 missed the deadline. I spent three hours of legal time researching and preparing the motion in opposition
29 to the plaintiff's motion to compel, and had it filed.

30 I spent an additional hour of legal time representing him at the hearing for the motion to compel.
31 Complainant showed up at the hearing drunk, and incapable of participating in the proceedings. At the
32

1 hearing, Complainant did not prevail, although sanctions were reduced, with the interrogatories due
2 within days.

3 Later that morning, Complainant showed up unannounced at my office, blind drunk, and
4 proceeded to create a huge scene, blaming me for his result and screaming and shouting. His behavior
5 was outrageous and tremendously shocking. I nevertheless attempted to calm him down, informed him
6 again that he had waited until less than one week before the hearing for response, and that the facts were
7 found against him by the court. This discussion took two hours of time, whereupon he calmed down, and
8 inappropriately and offensively grabbed and hugged me.

9 Withdrawal may have been warranted. Many attorneys I know would leave at this point, and feel
10 justified in doing so.

11 If Complainant told me he had another attorney, or was not interested in continuing
12 representation, I would be happy to withdraw; the salient observation here is Complainant was and is a
13 difficult client, and this statement is made in good faith.

14 Nevertheless I felt he needed help, and did not want to be one of these attorneys who summarily
15 tells their ex-client to get out of their office and get another attorney to take up their case. No one else
16 had taken his case; his statement and behavior indicated no one would. Complainant also indicated he
17 was satisfied with my service.

18 Shortly after, Complainant and I signed an agreement for me to respond to the interrogatories
19 negotiate with the plaintiffs, and defend against the unlawful detainer suit, for a contingency fee. At our
20 appointment to discuss the interrogatories, I spent 45 minutes of legal time waiting for the plaintiff to
21 show for his appointment. We spent the rest of the afternoon, for four hours legal time, going over his
22 responses to the interrogatories. Complainant showed up at his appointment drunk; here again many
23 attorneys would either say "do not come to a meeting with me drunk and unable to participate in your
24 defense", and reschedule the meeting, or just withdraw and tell Complainant they will not put up with his
25 behavior and to get another lawyer. As it stood, we went forward with the meeting, although I had to
26 continually bring Complainant back mentally to focus on our task of completing the interrogatories on
27 time. It took the rest of my day of five hours to work with Complainant.

28 I spent an entire afternoon of five hours legal time typing up and transcribing his answers into a
29 coherent answer to the interrogatories, and then spent an additional hour of legal time going over the
30 answers and obtaining his verification of the responses.

1 I spent two hours of legal time in arranging inspections with the San Francisco Department of
2 Building Inspection to inspect the building, and a petition with the San Francisco Rent Board, in order to
3 provide habitability and breach of contract defenses to the unlawful detainer action.

4 I spent another three hours of legal time in due diligence reviewing documents from the San
5 Francisco DBI, going over and completing the Rental Board petition with the Complainant, following up
6 on the DBI reports, and negotiating with the landlord plaintiff's attorney for buyout and settlement
7 agreement.

8 Complainant was aware of these facts the whole time, we kept in contact almost every day for the
9 entire time period when the DBI inspected the building, the SF Rent Board set a hearing date, and
10 settlement was reached in accordance with my client's wishes. He specifically thanked me for arranging
11 the building inspections and Rent Board petition.

12 After the building inspections had revealed several building code violations by the landlord, and
13 NOV's had been issued to the landlord to abate the current conditions of Complainant's apartment,
14 Complainant took the opportunity to negotiate on his own, either because he was excited at getting back
15 at his landlord, or presumably to avoid payment of the contingency fee he had agreed to pay his attorney
16 in return for the legal services that had already been forwarded to him on trust.

17 In any event he negotiated a substandard agreement to his disadvantage; I advised him of this, but
18 he did not wish to stay or do anything in the way of a counter-offer which would void the agreement.
19 Complainant had effectively tied himself down.

20 A move out date of two weeks later, on August 31, 2014 was agreed to by Complainant, but as
21 with his previous two agreements, Complainant was apparently unable to meet this deadline. .

22 When I called Complainant before the move out date to check on his progress, he had forgotten
23 all about moving, and had not even started with his preparations.

24 I indicated to Complainant any breach of the agreement in failing to move would, like any
25 counter offer or any other proposed change to the agreement would void said agreement. Complainant
26 seemed to be living in another reality. Opposing counsel informed me Complainant is difficult, an
27 alcoholic and methamphetamine abuser; in short, this is why the plaintiff landlord wanted Complainant
28 out.

29 Complainant felt somehow he was not informed that he had to move, despite signing an
30 agreement to such a fact, and again fell into his pattern of blaming the landlord and me for not informing
31 him.

1 Complainant failed to move out as agreed, feeling he should receive a check upon handing the
2 keys in, and despite his written settlement agreement indicating the check would be mailed, began to
3 demand money immediately from the landlord and from me.

4 At this point, the bank placed a two week hold on the check before funds would become
5 available. They could not contact the issuer, the Orphanage, or the landlord. The Orphanage never took
6 any calls from the bank or myself; never answered any calls, and had no answering machine. Before this
7 happened however, the very next day after moving, Complainant became extremely abusive, and
8 immediately claimed his money was "stolen". I was first contacted by both the landlord's attorney and
9 manager to "gain control" over the Complainant.

10 Despite the fact that the bank had placed a two week hold on the check, stating they could not
11 contact the issuer, the Orphanage, Complainant continued hurling much abuse at me. At this point, I
12 stated to him his legal services were completed, and sent him an accounting for the work performed and
13 fees earned. Complainant refused to pay for the 17+ hours of legal time of work in meeting with him,
14 preparing, writing, and going over with him the interrogatories response, arranging the San Francisco DBI
15 inspection dates, the SF Rent Board hearing, going over the inspection reports and petition with him,
16 following up and retrieving documents and reports with the San Francisco DBI and SF Rent Board, and
17 following up with the plaintiff landlord.

18 I informed Complainant of these facts, who did not seem to want to listen and who continued to
19 abuse and threaten me daily, and then disappeared. I provided accounting statements to his last known
20 address, with address forwarding, I heard no further reply. I wished to reach an agreement with
21 Complainant, but rather than being interested in reaching an agreement and moving on, he wished to gain
22 revenge, just as he had wanted to revenge himself against his landlord. He had wanted to harm his
23 landlord, and now he wanted to harm me.

24 I tried finding Complainant, asked for a forwarding address, and received no reply. I would be
25 very happy to know where he is.

26
27 **AFFIRMATIVE DEFENCES**

28 **FIRST AFFIRMATIVE DEFENSE**
29 **(Unclean Hands)**

30 The Respondent CHRISTIAN K. JENSEN alleges that to the extent Complainant seeks equitable
31 relief, Complainant's inequitable conduct constitutes unclean hands and therefore bars such relief.

32 **SECOND AFFIRMATIVE DEFENSE**

(Anticipatory Repudiation)

The Respondent CHRISTIAN K. JENSEN is informed and believes and on such information and belief alleges that Complainant breached their contract with Respondent by attempting to avoid payment for services rendered.

Therefore, although all duties in contract were in fact performed, with commensurate requirement for remuneration, by reason of said breach of contract by Complainant, Respondent would be excused in any event of any duty to perform all obligations set forth in said contract.

THIRD AFFIRMATIVE DEFENSE

(Offset)

The Respondent CHRISTIAN K. JENSEN allege he has suffered damage in remuneration by reason of Complainant's conduct, and has the contractual right to offset any claim of Complainant.

FOURTH AFFIRMATIVE DEFENSE

(Waiver)

The Respondent CHRISTIAN K. JENSEN is informed and believes and on such information and belief alleges that Complainant was engaged in conduct that constitutes a waiver of their rights under the contract alleged in their Complaint. Complainant's conduct was so appalling both opposing counsel and building manager initiated contact with attorney directly to control Complainant.

FIFTH AFFIRMATIVE DEFENSE

(Release)

The Respondent CHRISTIAN K. JENSEN allege that Complainant's actions constitute a full release and waiver therefrom by Complainant of any and all such claims as may be claimed against Respondent.

SIXTH AFFIRMATIVE DEFENSE

(Failure to State a Cause of Action)

The Respondent CHRISTIAN K. JENSEN alleges that each and every paragraph of the Complaint therein is vague, uncertain, and fails to state a Cause of Action.

SEVENTH AFFIRMATIVE DEFENSE

(Equitable Estoppel)

The answering Respondent allege that the Complaint herein, and each and every allegation contained in the Complaint, is barred by reason of acts, omissions, representations and courses of conduct by Complainant by which Respondent CHRISTIAN K. JENSEN was led to rely to his

1 detriment, thereby barring under the doctrine of equitable estoppel, any claims asserted by the
2 Complainant.

3 EIGHTH AFFIRMATIVE DEFENSE
4 (Contributory Negligence)

5 The Respondent CHRISTIAN K. JENSEN is informed and believes and on such information and
6 belief alleges that Complainant was engaged in conduct that failed to exercise the proper care and
7 precautions which prudent persons under the same or similar circumstances would have
8 exercised, and such conduct bars any claims asserted by the Complainant.

9 NINTH AFFIRMATIVE DEFENSE
10 (Assumption of the Risk)

11 The Respondent CHRISTIAN K. JENSEN is informed and believes and on such information and
12 belief alleges that if there exists or ever existed any or all of the alleged rights which Complainant
13 claims, by way of their conduct such rights are unenforceable because Complainant assumed the
14 risk involved in their transaction.

15 TENTH AFFIRMATIVE DEFENSE
16 (In Pari Delicto)

17 The answering Respondent alleges that the Complaint herein, and each and every allegation
18 contained in the Complaint, is barred because Complainant has engaged in acts and courses of
19 conduct which rendered them in pari delicto.

20 EXTENUATING AND MITIGATING CIRCUMSTANCES

21 In the event respondent is found culpable of unprofessional conduct as charged respondent
22 respectfully submits the following facts in mitigation without admitting that such charges are true
23 or that the facts alleged therein constitute professional misconduct:

24 1. NO PRIOR MISCONDUCT

25 Respondent has practiced law in the State of California for 14 years without any prior charges of
26 misconduct or prior disciplinary record. Throughout his professional career, respondent has
27 successfully endeavored to maintain a high level of respect and an excellent reputation among
28 his fellow attorneys and the courts for honesty, integrity, and professional competence in
29 diligently and vigorously representing his clients.
30
31
32

1 2. SEVERE PHYSICAL INJURY OF RESPONDENT

2 During the period in which the charged acts of misconduct allegedly occurred, respondent
3 was experiencing serious physical difficulties and turmoil due to pending severe physical
4 health conditions.

5 Because of such difficulties, respondent was emotionally unable to devote the degree of
6 attention and service to his professional duties that his active practice demanded.
7

8 Since this time, however, respondent has completely recovered from the difficulties of his
9 health problems and has straightened out his personal affairs so that he is now able to devote
10 proper attention to his practice and professional activities.

11 3. CANDOR OF INFORMING CLIENT AND PROVIDING ACCOUNTING AS
12 FIDUCIARY UNDER CONTRACT AGREEMENT
13

14 My duty as attorney, to inform client, including providing full accounting information to
15 client and inform client, was fulfilled. At all times Complainant knew, or should have
16 known, exactly where he stood in our relationship. Complainant had full accounting
17 statements, showing what legal work was performed for him, and the actual cost was exactly
18 what was set out in the agreement. There were no surprises under the agreement.
19

20
21 4. CANDOR OF ATTORNEY IN CARRYING OUT AGREEMENT

22 If Complainant had a coherent, actual dispute over published accounting figures given to him
23 his duty is for Complainant to get in contact with me in writing after I gave him notice of the
24 figures and legal work performed and get an agreement together. Although I sent an
25 agreement to him, and reached out repeatedly to him in writing, I did not hear from either
26 ALRP or from Complainant.
27

28 Every act on my part had solely one purpose: to do business in the way precisely as
29 described in the agreement we agreed and negotiated. I did exactly what was said in the
30 agreement as stated in the agreement. Therefore any reasonable person would grasp and
31 would know exactly that in making the agreement and carrying it out no harm was intended
32 and no harm came from any act or omission from the fiduciary.

1 Judicial notice should note Complainant did have extended time of three months and
2 ample opportunity to save over \$3500 in saved rent money to relocate, which in fact is what
3 Complainant wanted; he had no interest in remaining in his place, so the attorney is not the
4 proximate cause for Complainant's departure, or for not finding a new place to stay. I would
5 be extremely sorry if I were, as I empathize. While I may, and do, sympathize, this should be
6 the responsibility of the Complainant.
7

8 The Complainant could also blame the bank for withholding the check while they
9 attempted contact with the Orphanage, who kindly did not respond, or perhaps the Orphanage
10 themselves, who did not return either the bank's or my calls, and who after all, actually
11 owned the building Complainant lived in. The Orphanage, for example, may have worked a
12 deal with him where he might not have to move until he found a place, or they may have
13 worked out a deal where he would receive money prior to leaving, and had a place lined up.
14 This is what I would do. In short, Complainant might have had a deal and agreement by his
15 attorney rather than running and doing something crazy like he did. Since he didn't want to
16 stay and didn't want to breach or change any terms of the agreement, all steps in the
17 agreement were followed, which again he appears confused about: viz., the departure date,
18 and hearing from me, the terms of departure, inter alia.
19
20
21

22 5. ATTORNEY POSITION/ATTITUDE: CHARITABLE WORK IN THE COMMUNITY

23 It is mentioned above, but it is worth mentioning here: I would be extremely sorry if any act
24 or omission of mine would result in any harm to a client. Firstly, the obvious answer as a
25 businessperson is it is better for business to do good by your clients. Secondly, and more
26 importantly, as a human being who has lived in other places of the world, I have seen first
27 hand what poverty and homelessness means. Here in the US and in San Francisco, I take a
28 very great interest in the cause of affordable housing in San Francisco. My practice focuses
29 on the representation of tenants in San Francisco.
30

31 Other charitable matters to which I volunteer include working with handicapped people
32 in Lafayette, volunteering with gratis food distribution to the hungry with Food not Bombs,

1 and volunteering with food distribution at church. I participated in speeches against the
2 stockpiling of weapons in our national arsenals, and worldwide political rights, including pro
3 freedom against apartheid and other oppressive governments/organizations. At McGeorge
4 Law School, volunteered in the Community Legal center, helping indigent and low income
5 people in the community.
6

7
8 **6. CANDOR WITH BAR**

9
10 Note from NDC and other filings mention specifically information on my official account
11 statements "redacted". This information was believed already listed with the State Bar when
12 the account opened, and therefore was not listed.

13 Every document in my possession was given to the State Bar, and demonstrates the
14 highest level of openness and transparency many organizations strive for.
15

16
17 **7. DIFFICULT CLIENTS**

18 An important fact to consider is the Complainant himself. Prior to blaming me, Complainant
19 was blaming his landlord, landlord's attorney, and wanted to make their lives miserable. This
20 seemed to be his paramount concern: not seeking justice, but making people miserable.

21 In good faith I can say throughout our business relationship, Complainant Anthony
22 Trbovich failed to act as a reasonable client. In many ways, Anthony failed to perform as he
23 promised: he was unable mentally to participate in appointments due to alcohol use, and he
24 did not divulge he was referred from the ALRP or that he was contacting his landlord's
25 attorney directly. He was extremely unpredictable; moody at times, he would also act giddy
26 and seem to be in another world: this made doing legal work, such as getting facts from him
27 for the opposing motion, interrogatories, Rent Board petition for reduced services, and other
28 legal work difficult emotionally and intellectually, as I had to keep bringing him back to
29 focus. This is someone who is unhappy now, and unless things change, will continue to be
30 unhappy, no matter the outcome.
31
32

1
2 8. OBJECTIVE STEPS TO DEMONSTRATE REMORSE AND RECOGNITION OF ANY
3 FINDING OF RESPONSIBILITY
4

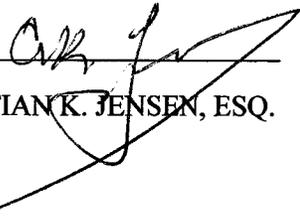
5 Objective steps can be promptly taken to demonstrate my remorse in the event of a finding of
6 culpability. As stated earlier, I am a human being first, and a businessperson second. This
7 perspective is based on my own first hand experiences at seeing poverty and homelessness
8 here and around the world, and from volunteering here at home.
9

10 The steps I could take to demonstrate these qualities include making anything I'm
11 responsible for whole, whether this is a refund, donation to a comparable housing charity,
12 volunteering in a variety of community organizations, or a combination of all three. These
13 actions by me are designed to atone for any consequence of misconduct, if such is found, in a
14 timely manner.
15

16
17 WHEREFORE, respondent prays that the Hearing Panel find that the acts charged did not constitute
18 professional misconduct, or, if misconduct is found that it be excused by virtue of the mitigating
19 circumstances submitted.
20

21
22 Date: 9/12/14
23

24 Law Offices of Christian Jensen

25 By: 
26

27 CHRISTIAN K. JENSEN, ESQ.
28
29
30
31
32

1 In the Matter of Christian K. Jensen, A Member of the State Bar

2 #13-O-17117

3 **PROOF OF SERVICE**

4 (CCP Sections 1013(a), 2015.5)

5 I, the undersigned, declare that I am employed in the City of Lafayette, County of Contra Costa,
6 State of California. I am over the age of 18 years and not a party to the within cause; my business address

7 is: P.O. Box 197

8 Lafayette, CA 94549

9
10 On September 15, 2014, I caused the within:

11 **RESPONSE TO NOTICE OF DISCIPLINARY CHARGES**

12
13 To be served on the parties in the action.

14
15 BY MAIL By placing a true copy thereof in a sealed envelope with postage thereon
16 fully prepaid, in the United States mail at Pleasant Hill, California addressed as follows:

17 Catherine Taylor

18 State Bar Court

19 180 Howard Street

20 San Francisco, CA 94105

21 I declare under penalty of perjury that the foregoing is true and correct, and that this Proof of
22 Service was executed this September 15, 2014 at Lafayette, California.

23
24
25  _____