

1 able to keep Peters in the home she shared with the decedent during the pendency of the action
2 and obtain 1/3 of the estate for Peters, an amount in excess of \$150,000.00. JUAREZ
3 represented Peters through trial at which point Peters terminated his services.

4 3. In response to Paragraph 3 of the NDC, JUAREZ denies the allegations in Count Two
5 of the NDC in its entirety. At all times, JUAREZ kept Peters reasonably apprised of matters
6 related to her case, responding appropriately to text messages, voicemails, and e-mails, and
7 attended all court proceedings on her behalf until his representation was terminated by the client.

8 4. In response to Paragraph 4 of the NDC, JUAREZ denies the allegations in Count
9 Three of the NDC in its entirety. At Peters request and based upon her financial situation,
10 JUAREZ advanced a total of \$5700.00 to Peters to pay for living expenses during the pendency
11 of the action. JUAREZ agreed to advance the money and recover it at the time the matter
12 concluded as provided within the written contingency fee agreement executed by the client on
13 July 13, 2013. Within the written contingency fee agreement, there is a provision which
14 specifically addresses advances to clients and the attorney's lien on such advances. Within the
15 written contingency fee agreement, it provides that client is advised to seek independent legal
16 advice regarding any financial dealings with the attorney. In addition, Peters was orally advised
17 that how the advance would be handled and that the attorney was prohibited from charging
18 interest on said advance.

19 5. In response to Paragraph 5 of the NDC, JUAREZ denies the allegations in Count Four
20 of the NDC in its entirety. JUAREZ has provided several accountings to the client and the State
21 Bar of California pursuant to their investigation. Based upon the contingent fee agreement and
22 the amounts obtained for the client, JUAREZ has earned all monies received from the client. In
23 addition, this allegation fails to credit JUAREZ for the \$5700.00 which Peters and the State Bar
24 of California acknowledge the client received as an advance, *supra*.

25 6. In response to Paragraph 6 of the NDC, JUAREZ denies the allegations in Count Five
26 of the NDC in its entirety. JUAREZ has provided several accountings to the State Bar of
27 California.
28

1 7. In response to Paragraph 7 of the NDC, JUAREZ denies the allegations in Count Six
2 of the NDC in its entirety. In December 2013, Peters requested that JUAREZ advance more
3 money. JUAREZ was not in a position to do so. Peters asked JUAREZ to pursue a probate loan
4 which advances money on probate estates during the pendency of the administration of the
5 estate. JUAREZ was able to secure a loan in the amount requested by Peters. However, in order
6 to process the loan, the lender required that JUAREZ subordinate his contingent fee to the loan.
7 This could potentially reduce the fees JUAREZ would earn to zero. JUAREZ agreed to proceed
8 with the loan and the subordination, if Peters would agree to pay JUAREZ his contingent fee out
9 of the loan proceeds. Peters agreed. The client was completely apprised of the arrangement and
10 properly advised. The client agreed to the arrangement up to the point that JUAREZ'
11 representation was terminated and only *after* her portion of the estate was secured, *after*
12 JUAREZ had performed many hours of services, and after she received the loan proceeds she
13 requested. The State Bar of California is aware of the substantial amount of work performed by
14 JUAREZ in this matter to secure the client's portion of the estate.

15 8. In response to Paragraph 8 of the NDC, JUAREZ denies the allegations in Count
16 Seven of the NDC in its entirety. JUAREZ noticed and scheduled the depositions and secured a
17 conference room and court reporter in Palm Springs, California to conduct the deposition in
18 January 2015. The defendant did not attend the deposition. Instead, the law firm representing
19 the defendant filed a motion to disqualify JUAREZ as Mr. Palacios' attorney based upon an
20 alleged conflict. The Superior Court of Riverside County disqualified JUAREZ as Mr. Palacios'
21 attorney. At the time of the disqualification, pursuant to the written fee agreement, Mr. Palacios
22 owed JUAREZ in excess of all amounts paid to JUAREZ, a total of \$6500.00. The written fee
23 agreement provides that all monies advanced by the client are considered advance attorney's
24 fees.

25 9. In response to Paragraph 9 of the NDC, JUAREZ denies the allegations in Count Eight
26 of the NDC in its entirety.

27 10. In response to Paragraph 10 of the NDC, JUAREZ denies the allegations in Count
28 Nine of the NDC in its entirety.

1 11. In response to Paragraph 11 of the NDC, JUAREZ denies the allegations in Count
2 Ten of the NDC in its entirety.

3 12. In response to Paragraph 12 of the NDC, JUAREZ denies the allegations in Count
4 Eleven of the NDC in its entirety. JUAREZ never represented Palomino Homeowner's
5 Association in a prior matter. At a time when Mr. Palacios was the President of the Palomino
6 Homeowner's Association ("Association") and the Association was represented by separate legal
7 counsel, JUAREZ was asked by his client Palacios to review a legal issue and render a legal
8 opinion. Palacios agreed to pay JUAREZ directly for his services. After JUAREZ reviewed the
9 documents, performed legal research and rendered his written legal opinion to the Association's
10 separate legal counsel, the Association adopted JUAREZ's legal opinion over that of its own
11 separate legal counsel. Thereafter, the association agreed to pay for JUAREZ's attorney's fees.
12 There was never any agreement, written or otherwise between JUAREZ and the association. The
13 conflict issue was fully discussed with Palacios prior to acceptance of his representation against
14 the Association. Palacios was fully advised and aware of the potential that a court may
15 disqualify JUAREZ.

16 13. In response to Paragraph 13 of the NDC, JUAREZ denies the allegations in Count
17 Twelve of the NDC in its entirety. JUAREZ has always cooperated with the State Bar's
18 investigation of the matters presented herein. It was only in November 2015, when JUAREZ
19 decided to obtain legal advice regarding the investigation that JUAREZ made a reasonable
20 request that any future responses come from his attorney.

21 14. In response to Paragraph 14 of the NDC, JUAREZ denies the allegations in Count
22 Thirteen of the NDC in its entirety.

23 15. In response to Paragraph 15 of the NDC, JUAREZ denies the allegations in Count
24 Fourteen of the NDC in its entirety. At the time checks were deposited into JUAREZ attorney
25 client trust account, the funds could be characterized as client funds. It was only after the fund
26 characterization changed that JUAREZ immediately withdrew said funds as required.

27 16. In response to Paragraph 16 of the NDC, JUAREZ denies the allegations in Count
28 Fifteen of the NDC in its entirety. JUAREZ has always cooperated with the State Bar's

1 investigation of the matters presented herein. It was only in November 2015, when JUAREZ
2 decided to obtain legal advice regarding the investigation that JUAREZ made a reasonable
3 request that any future responses come from his attorney.

4 17. In response to Paragraph 17 of the NDC, JUAREZ denies the allegations in Count
5 Sixteen of the NDC in its entirety. At all times alleged, JUAREZ competently performed
6 services for Mr. Van Bebber in Los Angeles Superior Court Case No. BC413489. The matter
7 proceeded to trial and JUAREZ secured a judgment on behalf of his client in excess of
8 \$500,000.00 including any and all relief sought by the client in the matter. There was some
9 delay in complying with the Court's Tentative Decision but the issue was resolved. There was
10 no prejudice to the client resulting from the delay.

11 18. In response to Paragraph 18 of the NDC, JUAREZ denies the allegations in Count
12 Seventeen of the NDC in its entirety.

13 19. In response to Paragraph 19 of the NDC, JUAREZ denies the allegations in Count
14 Eighteen of the NDC in its entirety.

15 20. In response to Paragraph 20 of the NDC, JUAREZ denies the allegations in Count
16 Nineteen of the NDC in its entirety. After Judgment was entered in Los Angeles Superior Court
17 Case No. BC413489, the defendant filed an appeal and filed for bankruptcy protection, both acts
18 which were anticipated and discussed with the client as likely results of the Judgment being
19 entered. JUAREZ timely filed an adversarial complaint in early April 2013. A status conference
20 was held in August 2013 and a subsequent status conference was set by the Bankruptcy Court on
21 November 7, 2013. On or about November 6, 2013, JUAREZ attempted to set up a Court Call to
22 attend the status conference telephonically but was surprised to find that the status conference
23 was not on the calendar and not contained within the Court's docket. A telephone call to the
24 Court's clerk was not returned. It was not until later that JUAREZ discovered that the status
25 conference had been changed to November 20, 2014, was held, and the case dismissed for lack
26 of prosecution. The client obtained new counsel to represent him in the bankruptcy matter prior
27 to the time that a motion to set aside the dismissal was due. JUAREZ fully cooperated with new
28 counsel to assist in setting aside the default which was ultimately granted by the Court.

1 21. In response to Paragraph 21 of the NDC, JUAREZ denies the allegations in Count
2 Twenty of the NDC in its entirety. JUAREZ kept the client reasonably informed of all matters
3 related to the bankruptcy matter, the appeal, and the underlying state court action. JUAREZ
4 fully cooperated with client's new counsel in the bankruptcy matter.

5 22. In response to Paragraph 22 of the NDC, JUAREZ denies the allegations in Count
6 Twenty-One of the NDC in its entirety.

7 23. In response to Paragraph 23 of the NDC, JUAREZ denies the allegations in Count
8 Twenty-Two of the NDC in its entirety.

9 24. In response to Paragraph 24 of the NDC, JUAREZ denies the allegations in Count
10 Twenty-Three of the NDC in its entirety. JUAREZ initially intended on filing a Motion for
11 Relief from the Automatic Stay in the bankruptcy matter but after researching the issue
12 determined that the motion was not the proper vehicle for obtaining the relief sought by the client
13 in the bankruptcy matter. The dates stated by counsel as motion dates were the anticipated self-
14 calendared motion dates available to bring the motion, if any were brought.

15 25. In response to Paragraph 25 of the NDC, JUAREZ denies the allegations in Count
16 Twenty-Four of the NDC in its entirety. The alleged amount received within Paragraph 25, is
17 grossly overstated. JUAREZ provided periodic accountings to the client for all funds received as
18 required.

19 26. In response to Paragraph 26 of the NDC, JUAREZ denies the allegations in Count
20 Twenty-Five of the NDC in its entirety. JUAREZ has always cooperated with the State Bar's
21 investigation of the matters presented herein. It was only in November 2015, when JUAREZ
22 decided to obtain legal advice regarding the investigation that JUAREZ made a reasonable
23 request that any future responses come from his attorney.

24 27. In response to Paragraph 27 of the NDC, JUAREZ denies the allegations in Count
25 Twenty-Six of the NDC in its entirety. JUAREZ delivered checks and an accounting to Nancy
26 Schmitt ("Schmitt") per her specific instruction. In April 2013, JUAREZ delivered checks
27 totaling all amounts due to the client along with an accounting as required. The client requested
28 three checks made out to three different payees including herself. JUAREZ complied with her

1 request. At the time the checks were delivered all client funds were available to the client. For
2 some inexplicable reason, the client only cashed some of the checks and held others uncashed. It
3 was not until more than a year had passed that the client reported she had lost or misplaced the
4 original checks.

5 28. In response to Paragraph 28 of the NDC, JUAREZ denies the allegations in Count
6 Twenty-Seven of the NDC in its entirety.

7 29. In response to Paragraph 29 of the NDC, JUAREZ denies the allegations in Count
8 Twenty-Eight of the NDC in its entirety.

9 30. In response to Paragraph 30 of the NDC, JUAREZ denies the allegations in Count
10 Twenty-Nine of the NDC in its entirety.

11 31. In response to Paragraph 31 of the NDC, JUAREZ denies the allegations in Count
12 Thirty of the NDC in its entirety. JUAREZ has always cooperated with the State Bar's
13 investigation of the matters presented herein. It was only in November 2015, when JUAREZ
14 decided to obtain legal advice regarding the investigation that JUAREZ made a reasonable
15 request that any future responses come from his attorney.

16 32. In response to Paragraph 32 of the NDC, JUAREZ denies the allegations in County
17 Thirty-One of the NDC in its entirety. JUAREZ has always cooperated with the State Bar's
18 investigation of the matters presented herein. It was only in November 2015, when JUAREZ
19 decided to obtain legal advice regarding the investigation that JUAREZ made a reasonable
20 request that any future responses come from his attorney. At this time, the State Bar was
21 demanding that JUAREZ submit to a deposition even though no disciplinary charges had been
22 filed. JUAREZ was advised by several attorneys who practice before the State Bar Court with
23 whom he consulted that this procedure was not proper and violated my due process rights. In
24 addition, several counsel advised that the Office of Trial Counsel was aware that this procedure
25 violated JUAREZ'S due process rights but, despite the awareness of the impropriety, continued
26 to pursue the deposition. In addition, upon being advised the JUAREZ was represented by
27 counsel, the Office of Chief Trial Counsel attempted, through its staff, to directly communicate
28 with JUAREZ on a matter for which he indicated he was represented by counsel.

1 33. As a further defense, if any violations are determined, in mitigation, JUAREZ offers
2 the following:

3 JUAREZ prior mitigation related to his divorce and custody and caregiving of his
4 children are incorporated and realleged herein.

5 On April 17, 2013 (a few weeks after the Van Bebber Adversary Action was filed and a
6 few days after checks and an accounting were delivered to Ms. Schmitt), JUAREZ's younger
7 brother was found dead in his apartment.

8 On June 6, 2013, about six weeks after JUAREZ's brother's death, while the family was
9 still in mourning, JUAREZ's father died of a massive stroke in his arms despite JUAREZ's
10 attempts to revive him.

11 From that day forward, JUAREZ was charged with caring for his mother who suffered
12 from Alzheimer's and dementia and who had previously been cared for by his father and now
13 requires constant care. JUAREZ mother is currently on hospice and has been so off and on for
14 the past year.

15 The deaths in the family, funeral costs for his father and brother, and any and all
16 uninsured out of pocket cost for caregivers for his mother have been shouldered solely by
17 JUAREZ.

18 Dated: May 24, 2016

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21 By: 
22 Christian R. Juarez

23 Attorney for Respondent and Respondent In Pro Per
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1 DECLARATION OF SERVICE

2 BY FIRST CLASS MAIL/OVERNIGHT DELIVERY/FACSIMILE-ELECTRONIC TRANSMISSION

3 I, the undersigned, declare that I am over the age of eighteen and a
4 party to this action. I am employed in the City of Los Angeles, County of
5 Los Angeles, California; my business address is 8149 Santa Monica Blvd, #140,
6 Los Angeles, California, 90046.

7 On the date below, I served a copy of the following document(s):
8 **RESPONSE TO NOTICE OF DISCIPLINARY CHARGES** all interested parties in said
9 case addressed as follows:

10 [] by transmitting copies by facsimile transmission to the following
11 number: , and thereafter,

12 [X] by placing [] the original [X] a true copy thereof enclosed in sealed
13 envelopes addressed as follows:

14 **STATE BAR OF CALIFORNIA**
15 **OFFICE OF CHIEF TRIAL COUNSEL**
16 **JAYNE KIM, ESQ, CHIEF TRIAL COUNSEL**
17 **845 SOUTH FIGUEROA STREET**
18 **LOS ANGELES, CA 90017-2515**

19 [X] BY FIRST CLASS MAIL. I deposited such envelope in the mail at Los
20 Angeles, California. The envelope was mailed with first class postage
21 thereon fully prepaid.

22 [] BY OVERNIGHT MAIL. I deposited such envelope in the mail at Los
23 Angeles, California, in a manner which provides for overnight delivery.

24 [] BY PERSONAL SERVICE. I delivered or caused to be delivered such
25 envelope by hand to the offices of the addressee.

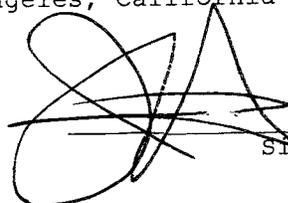
26 Executed on _____, at Los Angeles, California.

27 [X] (State) I declare under penalty of perjury under the laws of the State
28 of California that the above is true and correct.

[] (Federal) I declare that I am employed in the office of a member of the
bar of this Court at whose direction this service is made.

This declaration is executed in Los Angeles, California on MAY 24, 2016.

25 JOVANNA VITIELLO
26 Type or Print Name



Signature