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STATE BAR COURT
CLERK'S OFFICE
LOS ANGELES

STATE BAR OF CALIFORNIA
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PUBLIC MATTER

STATE BAR COURT

HEARING DEPARTMENT - LOS ANGELES

In the Matter of: RALPH RICARDO MARTINEZ-AGAMENON, No. 235107, A Member of the State Bar	Case Nos. 15-O-12436, 15-O-13498, 15-O-13499, 15-O-13500, 15-O-14531 NOTICE OF DISCIPLINARY CHARGES

NOTICE - FAILURE TO RESPOND!

IF YOU FAIL TO FILE A WRITTEN ANSWER TO THIS NOTICE WITHIN 20 DAYS AFTER SERVICE, OR IF YOU FAIL TO APPEAR AT THE STATE BAR COURT TRIAL:

(1) YOUR DEFAULT WILL BE ENTERED;
(2) YOUR STATUS WILL BE CHANGED TO INACTIVE AND YOU WILL NOT BE PERMITTED TO PRACTICE LAW;
(3) YOU WILL NOT BE PERMITTED TO PARTICIPATE FURTHER IN THESE PROCEEDINGS UNLESS YOU MAKE A TIMELY MOTION AND THE DEFAULT IS SET ASIDE, AND;
(4) YOU SHALL BE SUBJECT TO ADDITIONAL DISCIPLINE. SPECIFICALLY, IF YOU FAIL TO TIMELY MOVE TO SET ASIDE OR VACATE YOUR DEFAULT, THIS COURT WILL ENTER AN ORDER RECOMMENDING YOUR DISBARMENT WITHOUT FURTHER HEARING OR PROCEEDING. SEE RULE 5.80 ET SEQ., RULES OF PROCEDURE OF THE STATE BAR OF CALIFORNIA.

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The State Bar of California alleges:

JURISDICTION

1. RALPH RICARDO MARTINEZ-AGAMENON ("Respondent") was admitted to the practice of law in the State of California on December 2, 2004, was a member at all times pertinent to these charges, and is currently a member of the State Bar of California.

COUNT ONE

Case No. 15-O-12436
Rules of Professional Conduct, rule 3-110(A)
[Failure to Perform with Competence]

2. On or about February 11, 2015, Graciela Franco employed Respondent to perform legal services, namely to represent her in a family law trial of the matter entitled *Graciela Franco vs. Ruben Arteaga*, Los Angeles Superior Court Case No. KD089070), in which Respondent intentionally, recklessly, or repeatedly failed to perform with competence, in willful violation of Rules of Professional Conduct, rule 3-110(A), by not preparing for trial prior to the March 16, 2015 scheduled trial date, not appearing for trial on March 16, 2015 at 8:30 a.m., by not appearing for trial on March 16, 2015 at 1:30 p.m., and by refusing to respond to the discovery requests of opposing counsel in the matter.

COUNT TWO

Case No. 15-O-12436
Business and Professions Code, section 6106
[Moral Turpitude]

3. On or about March 15, 2015, Respondent stated to his client, Graciela Franco, that he would fully refund her fee if she would falsely represent to the court that she had employed Respondent only for the limited purpose of seeking a continuance of her March 16, 2015 trial date, when Respondent knew or was grossly negligent in not knowing that such a statement about the terms of his employment was false, and thereby committed an act involving moral turpitude, dishonesty or corruption in willful violation of Business and Professions Code, section 6106.

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COUNT THREE

Case No. 15-O-12436
Business and Professions Code, section 6106
[Moral Turpitude]

4. On or about March 15, 2015, Respondent advised his client, Graciela Franco, to obtain a medical report on which he could base a false statement to the court that she had been ill the weekend prior to her March 16, 2015 trial and that her illness prevented her from assisting Respondent with trial preparation, when Respondent knew or was grossly negligent in not knowing that such a statement would be false, as Respondent's failure to prepare for trial was completely unrelated to any health issue of his client's, and thereby committed an act involving moral turpitude, dishonesty or corruption in willful violation of Business and Professions Code, section 6106.

COUNT FOUR

Case No. 15-O-12436
Rules of Professional Conduct, rule 3-700(D)(2)
[Failure to Refund Unearned Fees]

5. On or about February 11, 2015, Respondent received advanced fees of $3,000 from a client, Graciela Franco, to represent her in a family law trial of the matter entitled *Graciela Franco vs. Ruben Arteaga*, Los Angeles Superior Court Case No. KD089070). Franco repeatedly advised Respondent that the judge in her matter had warned the parties that he would not approve any further continuances of the trial date. Respondent failed to perform any legal services for the client, as he did not represent her in family law trial, and therefore earned none of the advanced fees paid. Respondent failed to refund promptly, upon termination of Respondent's employment on or about June 2, 2015, any part of the $3,000 fee to Franco, in willful violation of Rules of Professional Conduct, rule 3-700(D)(2).

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COUNT FIVE

Case No. 15-O-12436
Rules of Professional Conduct, rule 4-100(B)(3)
[Failure to Render Accounts of Client Funds]

6. On or about February 11, 2015, Respondent received on behalf of his client, Graciela Franco, an advanced fee in the sum of $3,000. Respondent thereafter failed to render an appropriate accounting to Franco regarding those funds following Franco's request for such accounting on or about May 1, 2015, or following the termination of Respondent's employment on or about June 2, 2015, in willful violation of the Rules of Professional Conduct, rule 4-100(B)(3).

COUNT SIX

Case No. 15-O-12436
Rules of Professional Conduct, rule 3-700(D)(1)
[Failure to Release File]

7. Respondent failed to release promptly, after termination of Respondent's employment on or about June 2, 2015, to Respondent's client, Graciela Franco, all of the client's papers and property following the client's request for the client's file on May 1, 2015, in willful violation of Rules of Professional Conduct, rule 3-700(D)(1).

COUNT SEVEN

Case No. 15-O-13498
Business and Professions Code, section 6106
[Moral Turpitude]

8. On or about October 8, 2013, Respondent advised his client, Brissa Valdivia-Marquez, to misrepresent to the Immigration Judge in her matter that she had just recently employed Respondent in the matter, when Respondent knew or was grossly negligent in not knowing that such a statement about the date of his employment was false, and thereby committed an act involving moral turpitude, dishonesty or corruption in willful violation of Business and Professions Code, section 6106.

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COUNT EIGHT

Case No. 15-O-13498
Business and Professions Code, section 6106
[Moral Turpitude]

9. On or about June 5, 2014, prior to a hearing in Immigration Court, Respondent advised his client, Brissa Valdivia-Marquez, to misrepresent to the Immigration Judge in her matter that she had only employed Respondent to seek an extension of the hearing date, when Respondent knew or was grossly negligent in not knowing that such a statement about the terms of his employment was false, and thereby committed an act involving moral turpitude, dishonesty or corruption in willful violation of Business and Professions Code, section 6106.

COUNT NINE

Case No. 15-O-13498
Business and Professions Code, section 6106
[Moral Turpitude]

10. On or about December 10, 2015, Respondent stated in writing to the State Bar that he had appeared at a hearing in Immigration Court in Los Angeles on behalf of his client, Brissa Valdivia-Marquez, on October 10, 2013, when Respondent knew or was grossly negligent in not knowing that such a statement was false, since the court had been closed on that date due to a shutdown of the government of the United States, and thereby committed an act involving moral turpitude, dishonesty or corruption in willful violation of Business and Professions Code, section 6106.

COUNT TEN

Case No. 15-O-13499
Rules of Professional Conduct, rule 3-110(A)
[Failure to Perform with Competence]

11. On or about September 25, 2013, Julio Hernandez employed Respondent to perform legal services, namely to negotiate a home mortgage loan modification with Hernandez's lender and to file a bankruptcy petition for Hernandez if the loan modification was not obtained, which Respondent intentionally, recklessly, or repeatedly failed to perform with competence, in willful violation of Rules of Professional Conduct, rule 3-110(A), by failing to initiate any contact with Hernandez's lender and by failing to file a bankruptcy

petition for Hernandez from September 25, 2013 until Respondent constructively terminated his employment on or about April 28, 2014.

COUNT ELEVEN

Case No. 15-O-13499
Business & Professions Code, section 6106.3
[Violation of Civil Code, section 2944.7(a)(1)-Illegal Advanced Fee]

12. On or about September 25, 2013, Respondent agreed to attempt to negotiate a mortgage loan modification or other mortgage loan forbearance for a fee for a client, Julio Hernandez, and thereafter, on October 4, 2013, collected $4,150.00 from Hernandez before Respondent had fully performed each and every service Respondent had been contracted to perform or represented to Hernandez that Respondent would perform, in violation of Civil Code, section 2944.7, and in willful violation of Business and Professions Code, section 6106.3.

COUNT TWELVE

Case No. 15-O-13499
Business and Professions Code, section 6106.3(a)
[Violation of Civil Code, section 2944.6(a)]

13. On or about September 25, 2013, Respondent offered to perform a mortgage loan modification or other form of mortgage loan forbearance for a fee paid by a borrower and client, namely Julio Hernandez, in advance of any service, and thereafter entered into a fee agreement with Hernandez without providing Hernandez, prior to entering into that agreement, the following as a separate written statement, in not less than 14-point bold type, as required by Civil Code, section 2944.6, in willful violation of Business and Professions Code, section 6106.3:

> It is not necessary to pay a third party to arrange for a loan modification or other form of forbearance from your mortgage lender or servicer. You may call your lender directly to ask for a change in your loan terms. Nonprofit housing counseling agencies also offer these and other forms of borrower assistance free of charge. A list of nonprofit housing counseling agencies approved by the United States Department of Housing and Urban Development (HUD) is available from your local HUD office or by visiting www.hud.gov.

COUNT THIRTEEN

Case No. 15-O-13499
Business and Professions Code, section 6068(m)
[Failure to Respond to Client Inquiries]

14. Respondent failed to respond promptly to approximately six telephonic reasonable status inquiries made by Respondent's client, Julio Hernandez, between December 2013 and about April 28, 2014, that Respondent received in a matter in which Respondent had agreed to provide legal services, in willful violation of Business and Professions Code, section 6068(m).

COUNT FOURTEEN

Case No. 15-O-13499
Rules of Professional Conduct, rule 3-700(A)(2)
[Improper Withdrawal from Employment]

15. Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to Respondent's client, Julio Hernandez, by constructively terminating Respondent's employment on or about April 28, 2014 by failing to take any action on the client's behalf after April 28, 2014, and thereafter failing to inform the client that Respondent was withdrawing from employment, in willful violation of Rules of Professional Conduct, rule 3-700(A)(2).

COUNT FIFTEEN

Case No. 15-O-13499
Rules of Professional Conduct, rule 3-700(D)(2)
[Failure to Refund Unearned Fees]

16. On or about October 4, 2013, Respondent received advanced fees of $4,150 from a client, Julio Hernandez, to negotiate a home mortgage loan modification with Hernandez's lender and to file a bankruptcy petition for Hernandez if the loan modification was not obtained. Respondent failed to perform any legal services for the client, and therefore earned none of the advanced fees paid. Respondent failed to refund promptly, upon Respondent's constructive termination of employment on or about April 28, 2014, any part of the $4,150 fee to Hernandez, in willful violation of Rules of Professional Conduct, rule 3-700(D)(2).

COUNT SIXTEEN

Case No. 15-O-13499
Rules of Professional Conduct, rule 4-100(B)(3)
[Failure to Render Accounts of Client Funds]

17. On or about October 4, 2013, Respondent received from Respondent's client, Julio Hernandez, the sum of $4,150 as advanced fees for legal services to be performed. Respondent thereafter failed to render an appropriate accounting to the client regarding those funds following Respondent's constructive termination of employment on or about April 28, 2014, in willful violation of the Rules of Professional Conduct, rule 4-100(B)(3).

COUNT SEVENTEEN

Case No. 15-O-13499
Business and Professions Code, section 6068(i)
[Failure to Cooperate in State Bar Investigation]

18. Respondent failed to cooperate and participate in a disciplinary investigation pending against Respondent by failing to provide a substantive response to the State Bar's letters of October 5, 2015, and November 24, 2015, which Respondent received, that requested Respondent's response to the allegations of misconduct being investigated in case no. 15-O-13499, in willful violation of Business and Professions Code, section 6068(i).

COUNT EIGHTEEN

Case No. 15-O-13500
Rules of Professional Conduct, rule 3-110(A)
[Failure to Perform with Competence]

19. On or about August 29, 2014, Henry Mouchet employed Respondent to perform legal services, namely to negotiate a home mortgage loan modification, which Respondent intentionally, recklessly, or repeatedly failed to perform with competence, in willful violation of Rules of Professional Conduct, rule 3-110(A), by failing to perform any legal services.

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COUNT NINETEEN

Case No. 15-O-13500
Business and Professions Code, section 6068(m)
[Failure to Respond to Client Inquiries]

20. Respondent failed to respond promptly to six telephonic and two written reasonable status inquiries made by Respondent's client, Henry Mouchet, between on or about September 20, 2014 and on or about October 30, 2014, that Respondent received in a matter in which Respondent had agreed to provide legal services, in willful violation of Business and Professions Code, section 6068(m).

COUNT TWENTY

Case No. 15-O-13500
Business & Professions Code, section 6106.3
[Violation of Civil Code, section 2944.7(a)(1)-Illegal Advanced Fee]

21. On or about August 29, 2014, Respondent agreed to attempt to negotiate a mortgage loan modification or other mortgage loan forbearance for a fee for a client, Henry Mouchet, and on that same date collected an initial installment payment of $800 from Mouchet on an advanced fee of $3,500, before Respondent had fully performed each and every service Respondent had been contracted to perform or represented to Mouchet that Respondent would perform, in violation of Civil Code, section 2944.7, and in willful violation of Business and Professions Code, section 6106.3.

COUNT TWENTY-ONE

Case No. 15-O-13500
Business and Professions Code, section 6106.3(a)
[Violation of Civil Code, section 2944.6(a)]

22. On or about August 29, 2014, Respondent offered to perform a mortgage loan modification or other form of mortgage loan forbearance for a fee paid by a borrower and client, namely Henry Mouchet, in advance of any service, and thereafter entered into a fee agreement with Mouchet without providing Mouchet, prior to entering into that agreement, the following as a separate written statement, in not less than 14-point bold type, as required by

Civil Code, section 2944.6, in willful violation of Business and Professions Code, section 6106.3:

> It is not necessary to pay a third party to arrange for a loan modification or other form of forbearance from your mortgage lender or servicer. You may call your lender directly to ask for a change in your loan terms. Nonprofit housing counseling agencies also offer these and other forms of borrower assistance free of charge. A list of nonprofit housing counseling agencies approved by the United States Department of Housing and Urban Development (HUD) is available from your local HUD office or by visiting www.hud.gov.

COUNT TWENTY-TWO

Case No. 15-O-13500
Rules of Professional Conduct, rule 3-700(D)(2)
[Failure to Refund Unearned Fees]

23. On or about August 29, 2014, Respondent received advanced fees of $800 from a client, Henry Mouchet, to negotiate a home mortgage loan modification. Respondent failed to perform any legal services for the client, and therefore earned none of the advanced fees paid. Respondent failed to refund promptly, upon Respondent's termination of employment on or about October 30, 2014, any part of the $800 fee to the client, in willful violation of Rules of Professional Conduct, rule 3-700(D)(2).

COUNT TWENTY-THREE

Case No. 15-O-13500
Business and Professions Code, section 6068(i)
[Failure to Cooperate in State Bar Investigation]

24. Respondent failed to cooperate and participate in a disciplinary investigation pending against Respondent by failing to provide a substantive response to the State Bar's letters of October 5, 2015 and November 24, 2015, which Respondent received, that requested Respondent's response to the allegations of misconduct being investigated in case no. 15-O-13500, in willful violation of Business and Professions Code, section 6068(i).

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COUNT TWENTY-FOUR

Case No. 15-O-14531
Rules of Professional Conduct, rule 3-700(D)(2)
[Failure to Refund Unearned Fees]

25. On or about February 5, 2015, Respondent received advanced fees of $900 from a client, Ana Morales, to file a Chapter 7 bankruptcy petition for Morales. On or about March 23, 2015, Morales terminated Respondent and asked for her refund in writing. On or about March 23, 2015, Respondent had not performed any legal services for Morales, and therefore had not earned any of the advanced fees Morales paid him. Respondent failed to refund promptly, upon Morales's termination of his employment on or about March 23, 2015, any part of the $900 fee to Morales, in willful violation of Rules of Professional Conduct, rule 3-700(D)(2).

COUNT TWENTY-FIVE

Case No. 15-O-14531
Rules of Professional Conduct, rule 4-100(B)(3)
[Failure to Render Accounts of Client Funds]

26. On or about February 5, 2015, Respondent received from Respondent's client, Ana Morales, the sum of $900 as advanced fees for legal services to be performed. Respondent thereafter failed to render an appropriate accounting to the client regarding those funds following Morales's termination of his employment on or about March 23, 2015, in willful violation of the Rules of Professional Conduct, rule 4-100(B)(3).

NOTICE - INACTIVE ENROLLMENT!

YOU ARE HEREBY FURTHER NOTIFIED THAT IF THE STATE BAR COURT FINDS, PURSUANT TO BUSINESS AND PROFESSIONS CODE SECTION 6007(c), THAT YOUR CONDUCT POSES A SUBSTANTIAL THREAT OF HARM TO THE INTERESTS OF YOUR CLIENTS OR TO THE PUBLIC, YOU MAY BE INVOLUNTARILY ENROLLED AS AN INACTIVE MEMBER OF THE STATE BAR. YOUR INACTIVE ENROLLMENT WOULD BE IN ADDITION TO ANY DISCIPLINE RECOMMENDED BY THE COURT.

NOTICE - COST ASSESSMENT!

IN THE EVENT THESE PROCEDURES RESULT IN PUBLIC DISCIPLINE, YOU MAY BE SUBJECT TO THE PAYMENT OF COSTS INCURRED BY THE STATE BAR IN THE INVESTIGATION, HEARING AND REVIEW OF THIS MATTER PURSUANT TO BUSINESS AND PROFESSIONS CODE SECTION 6086.10.

Respectfully submitted,

THE STATE BAR OF CALIFORNIA
OFFICE OF CHIEF TRIAL COUNSEL

DATED: April 18, 2016

By: _____
TIMOTHY G. BYER
Deputy Trial Counsel

DECLARATION OF SERVICE

CASE NUMBER(s): **15-O-12436; 15-O-13498; 15-O-13499; 15-O-13500; 15-O-14531**

I, the undersigned, am over the age of eighteen (18) years and not a party to the within action, whose business address and place of employment is the State Bar of California, 845 South Figueroa Street, Los Angeles, California 90017, declare that:

- on the date shown below, I caused to be served a true copy of the within document described as follows:

NOTICE OF DISCIPLINARY CHARGES

☐ **By U.S. First-Class Mail: (CCP §§ 1013 and 1013(a))**

☒ **By U.S. Certified Mail: (CCP §§ 1013 and 1013(a))**

- in accordance with the practice of the State Bar of California for collection and processing of mail, I deposited or placed for collection and mailing in the City and County
- of Los Angeles.

☐ **By Overnight Delivery: (CCP §§ 1013(c) and 1013(d))**

- I am readily familiar with the State Bar of California's practice for collection and processing of correspondence for overnight delivery by the United Parcel Service ('UPS').

☐ **By Fax Transmission: (CCP §§ 1013(e) and 1013(f))**

Based on agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax numbers listed herein below. No error was reported by the fax machine that I used. The original record of the fax transmission is retained on file and available upon request.

☐ **By Electronic Service: (CCP § 1010.6)**

Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the person(s) at the electronic addresses listed herein below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☐ *(for U.S. First-Class Mail)* in a sealed envelope placed for collection and mailing at Los Angeles, addressed to: *(see below)*

☒ *(for Certified Mail)* in a sealed envelope placed for collection and mailing as certified mail, return receipt requested,
Article No.: 9414 7266 9904 2010 0744 65 at Los Angeles, addressed to: *(see below)*

☐ *(for Overnight Delivery)* together with a copy of this declaration, in an envelope, or package designated by UPS,
Tracking No.: addressed to: *(see below)*

Person Served	Business-Residential Address	Fax Number	Courtesy Copy to:
RALPH RICARDO MARTINEZ-AGAMENON	REPUBLIC LAW FIRM 4959 PALO VERDE ST., STE. 103C MONTCLAIR, CA 91763	Electronic Address	

☐ **via inter-office mail regularly processed and maintained by the State Bar of California addressed to:**

N/A

I am readily familiar with the State Bar of California's practice for collection and processing of correspondence for mailing with the United States Postal Service, and overnight delivery by the United Parcel Service ('UPS'). In the ordinary course of the State Bar of California's practice, correspondence collected and processed by the State Bar of California would be deposited with the United States Postal Service that same day, and for overnight delivery, deposited with delivery fees paid or provided for, with UPS that same day.

I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date on the envelope or package is more than one day after date of deposit for mailing contained in the affidavit.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed at Los Angeles, California, on the date shown below.

DATED: April 19, 2016

SIGNED: Sandra Jones
SANDRA JONES
Declarant