

1 Abraham A. Sánchez Siqueiros (BN: 275433)
2 SÁNCHEZ SIQUEIROS LAW
3 515 S. Flower St. Fl. 19
4 Los Angeles, CA 90071
5 T: 213-236-3628
6 F: 213-471-4712

7 asanchez@sanchezsiqueiros.com

FILED

AUG 13 2018

**STATE BAR COURT
CLERK'S OFFICE
LOS ANGELES**

8 STATE BAR COURT

9 HEARING DEPARTMENT – LOS ANGELES

10 STATE BAR OF CALIFORNIA	Case No.: 16-O-17959-CV
11 Petitioner,	
12 vs.	NOTICE OF DEFENSE AND RESPONSE TO DISCIPLINARY CHARGES
13 ABRAHAM A. SANCHEZ SIQUIEROS	
14 Respondent.	
15	
16	

17
18 TO THE LADIES AND GENTLEMEN OF THE STATE BAR OF CALIFORNIA AND
19 THEIR CHOSEN ATTORNEY OF RECORD, SUZANNA BEZIKIAN:

20 COMES NOW, COUNSEL ABRAHAM A. SANCHEZ SIQUEIROS, on his own behalf
21 and alleges as follows:

22
23 **INTRODUCCION**

24 The present case stems from the overdraft of my interest only lawyer trust account
25 (IOLTA). The account was over drafted because I authorized OneLegal (a lawyer service) to
26 make Automatic Clearing House (ACH) payments to my IOLTA. ACH payments are electronic
27 payments that are created when a customer gives an originating institution, corporation, or
28



1 vendor authorization to debit directly from the customers' checking or savings account for the
2 purpose of bill payment. OneLegal is a national lawyer service providing electronic filing,
3 process serving, court running, among other services to the legal community for more than two
4 decades. OneLegal customers can pay for invoices through ACH and save 2.6%.
5

6 On or about the summer of 2015, I created an account and signed up with OneLegal in
7 order to be able to eFile in San Diego County. Sometime after that, I enrolled in ACH invoice
8 payment with OneLegal with my IOLTA. The purpose of signing up with ACH was to save
9 2.6%. I signed up with my IOLTA because the payments pertain to clients' expenses and are
10 being paid with clients' money.
11

12 The invoices that were paid to OneLegal and caused an overdraft are all regarding client
13 litigation expenses and costs. Specifically, they all involve payments for service of process. All
14 of the invoices pertain to service of summons and complaints on behalf of my clients' matters,
15 and cannot be construed as personal expenses.
16

17 It should be noted that respondent is being accused of paying for his personal expenses
18 from his trust account, and for taking money from clients to do this. This is false and is in no
19 way supported by the evidence. No client is complaining about their monies being used to pay
20 for personal expenses because such allegation is false. Because respondent did not commingle
21 or use client money to pay for personal expenses, there is no client complaining about any such
22 conduct. Further, no client has actually been harmed, and no client money was taken for any
23 other purpose other than for which it was entrusted to respondent for.
24

25 //

26 //

27 //

28

1 **RESPONSE TO COUNT ONE and TWO**

2 Case No. 16-O-17959

3 Rules of Professional Conduct, rule 4-100(A)

4 Count One [Commingling – Payment of Personal Expenses from Client Trust Account]

5 Count Two [Commingling Personal Funds in Client Trust Account]

6 In the course of permitting OneLegal to make ACH withdrawals from my IOLTA, four
7 overdrafts occurred in a span of eleven months. None of these overdrafts constitute
8 commingling payment for personal expenses. It has been proved through documentation to the
9 Office of Chief Trial Counsel, that these payments correspond to invoices from OneLegal for
10 service of process on clients' cases. However, the Trial Counsel continues to baselessly allege
11 that these correspond to payments for personal expenses. Respondent attended two Early
12 Neutral Evaluations at the State Bar, and could not obtain an explanation as to how and why the
13 Trial Counsel can conclude that payment for clients' litigation expenses and costs can be
14 construed as a personal expense of the attorney.
15

16
17 **First Overdraft**
18 **November 21, 2016**
19 **\$137.90**

20 The first overdraft occurred on November 21, 2016, regarding a payment of an invoice to
21 OneLegal via ACH. The invoice was for two services of process on behalf of my clients' case.
22 The account was overdrawn because there was only \$11.92 at the time of the withdrawal by
23 OneLegal. The \$11.92 belonged to the clients on behalf of whom I made the requests for service
24 of process. It was left there by me from another matter, but converted it to their money after I
25 had become entitled to it, and destined it for use in the matter for which OneLegal withdrew the
26 \$137.90.
27
28

1 Originally, there were five services of process requested on this matter. Some of them
2 were canceled, some took longer. I was unsure about when the invoices would come in, and was
3 not certain about the total amount that would be invoiced for these service of process, since some
4 had been canceled but attempts had been made. I was invoiced \$137.90 for the attempted service
5 of two of the defendants which were canceled. I was not expecting this charge, and it caused my
6 IOLTA to have a negative balance. A week later I was invoiced \$115.00 by OneLegal for the
7 service of process on another defendant in this same matter.
8

9 On November 25, 2016, \$1,006.49 were deposited into my IOLTA by a client. At the
10 time of the deposit I was entitled to \$500 of that amount. Thus the overdraft did not take up any
11 client's money.
12

13 **Second Overdraft**
14 **May 30, 2017**
15 **\$79.90**

16 This overdraft occurred on May 30, 2017, due to OneLegal charging my IOLTA via
17 ACH. The \$79.90 charge corresponds to two services of process on two corporate defendants on
18 behalf of a corporate client of mine. There was a small amount of money there that I was
19 entitled to withdraw, however, I left it there to cover my clients expense, but did not deposit the
20 full amount on time for the OneLegal charge. As a result, the account had an overdraft.
21

22 On June 15, 2017, a client deposited \$500 in cash. I was entitled to half of that amount at
23 the time of the deposit, which covered the default amount. None of the client's money was taken
24 up by the overdraft.

25 //

26 //

27 //

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Third Overdraft
June 5, 2017
\$69.95

This overdraft occurred on June 5, 2017, due to OneLegal charging my IOLTA via ACH. The \$69.95 charge corresponds to a service of process on an individual in a dissolution case. I did not represent my client, I only assisted him in preparing his petition and having it served on his former spouse. I requested the service of process through OneLegal, and informed my client. My client agreed to deposit the money for the service of process once I notified him of the invoice. I did notify my client of the invoice from OneLegal and requested that he make the deposit, however, my client did not deposit the money. He later gave it to me in cash after the overdraft had been cured.

The overdraft was cured by a \$500 deposit on June 15, 2017. The money was deposited by a client, at the time the money was deposited I was entitled to half of the amount, which covered the default amount. None of the client's money was taken by the overdraft.

Fourth Overdraft
October 2, 2017
\$69.95

This overdraft occurred on October 2, 2017, when OneLegal charged my IOLTA account for the amount of \$69.95. The charge corresponds to a service of process request that was not completed. I was expecting the server to continue service attempts, however, they did not and I was charged. At the time there were \$68 in the account for this purpose, however, I had intended to deposit further funds as I expected further service attempts to continue, which could have driven the cost above \$90.

1 The overdraft was cured by a \$670 deposit made one day later on October 3, 2017. At
2 the time of the deposit, I was entitled to \$150 of the \$670, and the overdraft of \$1.95 did not take
3 up my client's money.

4
5 Rules of Professional Conduct, rule 4-100 (A), states "No funds belonging to the member
6 or the law firm shall be deposited therein or otherwise commingled therewith except as follows:

7 (1) Funds reasonably sufficient to pay bank charges.

8 (2) In the case of funds belonging in part to a client and in part presently or potentially to the
9 member or the law firm, the portion belonging to the member or law firm must be withdrawn at
10 the earliest reasonable time after the member's interest in that portion becomes fixed."

11
12 (Emphasis Added)

13 All of the overdrafts correspond ACH withdrawals by OneLegal for service of process
14 charges regarding clients' matters. These are not personal expenses since respondent is not a
15 party to those actions, but the representing attorney. As the attorney, respondent is entitled to
16 advance costs of litigation on behalf of his clients. All of these charges are regarding advances
17 of costs on behalf of clients for the costs of service of process.

18
19 The monies that were deposited into the IOLTA did not constitute a commingling of
20 funds. The deposits contained funds that were in part belonging to clients and in part, at the time
21 of deposit or shortly thereafter, belonging to me. I never used another client's money to pay for
22 another client's expenses, or for my own expenses. Thus, there was no commingling.

23
24 **RESPONSE TO COUTN THREE**
25 **Failure to Cooperate in State Bar Investigation**

26 Respondent has attended two Early Neutral Evaluations and has responded to multiple
27 letters and emails from the State Bar regarding overdrafts to my IOLTA. However, I did not
28 respond at all to some of the letters. I did this with no bad intentions, it was only oversight. I

1 also moved offices three times during these investigations and did not receive all of the
2 correspondence. Regardless, I did not meet my responsibility to respond and cooperate in a
3 timely manner and I apologize.
4

5 CONCLUSION

6 Because respondent did not use client's funds to pay for personal expenses, but
7 forwarded the funds for clients' expenses, the Office of Chief Trial Counsel cannot prevail on
8 count one. Likewise, since respondent did not deposit his own personal funds in the trust
9 account, he did not commingle, and count two cannot be established and must be denied.
10 Respondent did fail to promptly answer some of the State Bar's letters, however, he has
11 cooperated sufficiently enough with these investigations that given the charges involved, and the
12 lack of prior discipline, he should not be subjected to the requested charges.
13

14 Respectfully submitted,

15 Dated, July 23, 2018

16
17 
18 Abraham A. Sanchez Siqueiros
19 Respondent
20
21
22
23
24
25
26
27
28

1 **PROOF OF SERVICE**

2 I am employed in the County of Los Angeles, State of California. I am over the
3 age of 18 and not a party to this action. My business address is at 515 S. Flower St. Fl.
4 19, Los Angeles, CA 90071.

5 On July 25, 2018, I served the foregoing documents describe as:

6 **Notice of Defense and Response to Disciplinary Charges**

7 **BY PERSONAL SERVICE.** I personally served the above-mentioned documents on
8 the following persons at the address, date, and time stated:

9 State Bar of California
10 Office of Chief Trial Counsel
11 William S. Todd
12 845 S. Figueroa Street
13 Los Angeles, CA 90017

14 Time: 2:31 PM

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

17 Dated: July 25, 2018

18 
19 Abraham A. Sanchez Siqueiros,
20 Declarant
21
22
23
24
25
26
27
28