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FILED

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STATE BAR COURT
CLERK'S OFFICE
LOS ANGELES

8 STATE BAR COURT

9 HEARING DEPARTMENT – LOS ANGELES

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| 10 STATE BAR OF CALIFORNIA | Case No.: 18-O-11297 |
| 11 Petitioner, | NOTICE OF DEFENSE AND RESPONSE TO DISCIPLINARY CHARGES |
| 12 vs. | |
| 13 ABRAHAM A. SANCHEZ SIQUIEROS | |
| 14 Respondent. | |

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18 TO THE LADIES AND GENTLEMEN OF THE STATE BAR OF CALIFORNIA AND
19 THEIR CHOSEN ATTORNEY OF RECORD, ROSS VISELMAN:

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

22 **INTRODUCCION AND FACTUAL BACKGROUND**

23
24 The present case stems from a referral by the California Court of Appeals for the Second
25 District. The actual clients did not complain to the State Bar, nor did they seek to mediate or
26 arbitrate any dispute with respondent, despite respondent's advice that if they disagreed with or
27 had a complain about the representation to go to the State Bar or seek some other form of action.
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1 The allegations in the State Bar's complaint are not grounded in fact and even contravene
2 the procedural record. The investigative process was almost nonexistent. After respondent
3 answered the investigators requests and produced all files in his records, there was no follow up
4 or interactive process with the Office of the Chief Trial Counsel regarding this matter.
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6 The matter arises out of the representation of two clients, Maria Lourdes Razon-Chua and
7 Patrick Aguiluz. The clients were sued for defamation and hired respondent on or about
8 November 25, 2013 on a flat fee retainer agreement to defend them. The clients agreed to pay
9 respondent's legal fees in instalment payments but they failed to do so on December 2013.
10

11 Respondent informed clients that legal services would not be rendered on their behalf
12 unless they paid in accordance with the legal representation agreement.

13 On or about December 2013, the plaintiff in the defamation case, James Sacramento,
14 filed a request for entry of default. The request was rejected by the court however, because the
15 plaintiff was requesting punitive damages and had failed to serve a statement of damages.
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17 The clients were informed of the court's rejection of the plaintiff's request for entry of
18 default and chose not to make installments on their flat fee agreement. Mrs. Razon-Chua,
19 specifically, reasoned that if the plaintiff did not have an attorney and was not able to prosecute
20 the case, then she did not really need an attorney and chose not to pay. Mr. Aguiluz was aware
21 of this fact, and that no legal services would be rendered on his behalf either. Mr. Aguiluz never
22 offered to pay for his legal fees.
23

24 The plaintiff submitted multiple requests for entry of default thereafter, and on November
25 2014, a year after the clients hired respondent, the court erroneously granted the request for entry
26 of default. Before this occurred, respondent, on numerous occasions, expressly advised the
27 clients to file their response and not wait until the plaintiff entered their default or served the
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1 statement of damages. However, the clients did not cure their breach of contract with respondent
2 and did not make their payments.

3 The clients chose to wait and see if the plaintiff got it right against the express advice of
4 respondent.
5

6 Respondent was also hired by Mrs. Razon-Chua on another defamation matter on or
7 about November 2013, named Insider Productions LLC v. Razon-Chua. On that case,
8 respondent filed several responsive pleadings for Mrs. Razon-Chua, and eliminated the vast
9 majority of the plaintiff's cause of action through a motion for judgment on the pleadings. Mrs.
10 Razon-Chua later substituted counsel and the case was settled.
11

12 If the clients had paid respondent would have filed for them without any issues.
13 However, they never cured their breach and only contacted respondent after the court
14 erroneously entered their default. Respondent met with the clients on or about December 2014,
15 and agreed to represent them on new terms. However, the clients did not sign the new agreement
16 that was sent to them and they did not send their payment.
17

18 The clients then did not contact respondent until the eve of trial but they would not sign a
19 new agreement and they would not make payment. Mrs. Razon-Chau vacillated with filing for
20 bankruptcy and Mr. Aguiluz never offered to pay and did not sign the new agreement.
21

22 Respondent offered to represent the co-defendants in the case, Mr. and Mrs. Tagoc, who
23 had answered and were going to trial self-represented. The Tagocs hired respondent and
24 respondent obtained a judgment in their favor after a six-day trial.

25 The judgment in favor of the Tagocs was directly beneficial to the clients because it
26 involved the same incident. The Tagocs were also sued for defamation and respondent raised the
27 defense that the Tagocs statements were true, or that the gist of their statements were true, which
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1 was that the plaintiff used intimidation and bullying to get paid for services that he had not
2 delivered. These were the same statements that the clients had made regarding the plaintiff.

3 During the pendency of the trial, respondent again sent a new representation agreement to
4 the clients and the clients did not sign it or make payment. Mrs. Razon-Chua decided to wait
5 until after the trial to decide what she would do. All this time the clients were informed of the
6 procedural deficiency of their entry of default.
7

8 After the trial the clients further refused to enter into a new representation agreement to
9 vacate the entry of default and file their response. Respondent, as a good faith gesture, prepared
10 their motions to vacate and reserved hearing dates with the court. However, respondent did not
11 file for the clients because they did not sign their new fee agreements and did not make payment.
12 The clients were expressly informed that if they did not sign and make payment, respondent
13 could not and would not file for them.
14

15 On or about August of 2015, plaintiff filed a request for default judgment ex parte
16 without giving notice to respondent. Respondent informed clients of this fact, and prepared new
17 motions to vacate and a motion for request for sanctions against plaintiff's attorney. Respondent
18 forwarded the motions to the clients and reserved a court hearing date, but the clients still did not
19 sign the representation agreement and did not make payment, including for court fees.
20

21 The clients subsequently hired other representation, Mr. Eammon Jafari, to vacate their
22 defaults. Mr. Jafari filed motions to vacate alleging that the clients were in default for
23 respondent's failure to perform. Mr. Jafari was informed by respondent that the clients had
24 breached their representation agreement in December of 2013 and that they had been expressly
25 informed that no services would be performed on their behalf unless they signed a new
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1 agreement and paid. Mr. Jafari was provided with the communications between respondent and
2 the clients demonstrating this.

3 Mr. Jafari was also advised that it was not necessary to argue attorney fault in order to
4 vacate the default because the law is very clear on the requirement of service of a statement of
5 damages for entry of default on a complaint requesting punitive damages. Mr. Jafari however,
6 was insistent that respondent submit a declaration of fault in support of his motions and
7 threatened respondent with a State Bar complaint if respondent did not cooperate.
8

9 Mr. Jafari and the clients then committed a fraud on the court by submitting declarations
10 and motions alleging misconduct by respondent. Mr. Jafari and the clients submitted a heavily
11 redacted email conversation between to clients and respondent in order to mislead the court. Mr.
12 Jafari and the clients blacked-out almost all the conversation and only left parts of sentences to
13 give the impression that I was promising to file for the clients. However, the email conversations
14 were the opposite of that; they expressly stated that no filing would occur until they signed a new
15 agreement and paid.
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17 The court vacated the entry of default and the default judgment because no statement of
18 damages had been served. However, the court, in violation of respondent's constitutional right
19 to due process, entered a judgment finding that respondent had committed constructive fraud
20 against the clients. No notice was served on respondent regarding the motions to vacate or the
21 court's order vacating and finding respondent to have committed fraud.
22

23 The plaintiff filed an appeal of the order vacating the default, arguing that the clients had
24 chosen to remain in default. The appeal was frivolous given the clarity of the law regarding the
25 necessity of service of statement of damages for entry of default on a complaint requesting
26 punitive damages. The attorney for plaintiff did a disservice to his client by appealing, and Mr.
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1 Jafari opened the clients up to the appeal by unnecessarily and maliciously alleging respondent's
2 fault in the motions to vacate.

3 The State Bar's allegations are grossly inaccurate and misrepresent the procedural record
4 of the case. They are not the result of a serious and thorough investigation, but exclusively rely
5 on the fraudulent misrepresentations of Mr. Jafari and the clients.
6

7 **RESPONSE TO COUNT ONE**

8 Case No. 18-O-11297
9 Rules of Professional Conduct, rule 3-110(A)
10 [Failure to Perform with Competence]

11 As stated above, respondent was not under the obligation to perform for clients since the
12 clients breached the representation agreement, including, by failing to pay. The clients breached
13 the agreement a few weeks after they agreed to its terms. The clients were expressly informed
14 that respondent would not perform legal services for them unless they paid. Respondent engaged
15 in discussions and negotiated new representation agreements with clients, but the clients did not
16 sign the new agreements and did not make payment.
17

18 **RESPONSE TO COUNT TWO**

19 Case No. 18-O-11297
20 Business and Professions Code, section 6068(m)
21 [Moral Turpitude – Misrepresentation to Client]
22

23 Respondent reserved several hearing dates with the court after preparing motions to
24 vacate. Respondent sent these motions to the clients for their review, and as good faith gestures
25 to demonstrate that the work had been done so that they would pay what they owed and
26 respondent could proceed with the filing. New fee agreements were also sent to the clients.
27 Respondent expressly informed the clients that if they did not sign the new agreements and make
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1 payment, respondent could not and would not file for them. New agreements were necessary
2 because the original fee agreement had been breached and also called for a cross-complaint.

3 As stated above, the State Bar's investigation in this matter is grossly deficient and relies
4 on the fraudulent declarations of Mr. Jafari and the clients. Such dates were reserved, but the
5 clients did not meet their obligations and respondent could not perform for them.
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7 **RESPONSE TO COUNT THREE**

8 Case No. 18-O-11297
9 Business and Professions Code, section 6106
10 [Moral Turpitude – Misrepresentation to Client]

11 Respondent repeats his response to count two in response to count three. Such hearing
12 dates were reserved, and motions to vacate were prepared and sent to the clients for their review
13 and for them to pay what they owed respondent. New fee agreements were also sent to the
14 clients since they breached the original fee agreement of November 2013. The clients did not
15 sign any other agreements with respondent beside the November 2013 agreement.
16

17 However, Mr. Jafari and the clients fraudulently stated to the court that they had entered
18 into a new fee agreement with respondent. The clients presented the heavily redacted email in
19 which they are refusing to sign the new agreement as evidence that they had signed the new
20 agreement with the aid of Mr. Jafari.

21 **RESPONSE TO COUNT FOUR**

22 Case No. 18-O-11297
23 Business and Professions Code, section 6068(m)
24 [Failure to Respond to Client Inquiries]

25 Again, the State Bar relies exclusively on the fraudulent statements of the clients and Mr.
26 Jafari in making these allegations. They are not grounded on the record. Respondent has
27 provided his complete file to the State Bar which demonstrates that these allegations are false.
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1 Respondent was in communication with the clients and promptly responded to their
2 communications. Moreover, respondent took the time to make it abundantly clear to the clients
3 that no filing on their behalf would take place unless they signed a new agreement and paid what
4 they owed.
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6 **RESPONSE TO COUNT FIVE**

7 Case No. 18-O-11297
8 Rules of Professional Conduct, rule 3-700(A)(2)
9 [Improper Withdrawal from Employment]

10 The State Bar also exclusively relies on the fraudulent representations of Mr. Jafari and
11 the clients in making this allegation. The clients were expressly informed that respondent would
12 not perform legal services on their behalf unless they paid what they owed and signed a new fee
13 agreement.

14 The State Bar's allegations are not factual and misstate that dates and dealings between
15 respondent and the clients. As early as December 2013, respondent informed the clients that no
16 services would be rendered unless they paid. On January 2014, a new fee agreement was
17 negotiated with the clients but they did not sign it after they had agreed to its terms, and they did
18 not perform by making payment. On or about March 2014, respondent advised clients to contact
19 the State Bar if they believed that respondent was obligated to perform for them. On April 2014,
20 respondent again expressly informed the clients that no services would be performed on their
21 behalf unless they paid.
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23 The State Bar relies on the fraudulent representations of Mr. Jafari and the clients, that
24 the clients signed a new agreement in early 2015. However, this is not true, the clients only
25 signed the November 2013 representation agreement. The clients and Mr. Jafari presented the
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1 heavily redacted email conversation in which the clients refuse to sign the new agreement as
2 evidence that they signed the new agreement.

3 The State Bar has been made aware of this fact, but in gross violations of their duties as
4 attorneys and prosecutors they continue to put forth these fraudulent allegations.

6 CONCLUSION

7 The clients hired respondent on November 2013, and breached their promises under the
8 agreement on December 2013. Respondent discontinued work for the clients on December
9 2013. Several meetings and communications with the clients were had thereafter but there was
10 no agreement reached as to the continuation of respondent's representation of the clients in the
11 Sacramento case. Respondent made good faith efforts by preparing motions to vacate and
12 reserved court dates to file motions on their behalf, but the clients never signed new agreements
13 and did not pay.

14 Mrs. Razon-Chua decided to wait and see if Sacramento was able to enter a default
15 against her. Respondent expressly advised the clients against this course of action. The clients
16 were not in default until November 2014, and they still did not hire respondent after meeting on
17 December 2014, nor on the eve of trial, nor on March 2015. Therefore, respondent was not
18 obligated at any point to perform for them, and they were always apprised of the fact that
19 respondent would not perform until they signed a new agreement and paid.

20 Respectfully submitted,

21 Dated October 29, 2018

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28 Abraham A. Sanchez Saqueiros
Respondent

DECLARATION OF SERVICE

I, the undersigned, over the age of eighteen, declare that I am / am not a party to the within action, in the City and County of Los Angeles, on Oct 29, 2019, served the following document(s):

Notice of Defense and Response to Disciplinary Charges

by personal delivery:

*Ross Kselman
The Office of Chief Trial Counsel
The State Bar of California
845 S. Figueroa St.
Los Angeles, CA 90017*

other:

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

Dated: Oct 29, 2019

