

IN THE SUPREME COURT OF THE STATE OF TEXAS

Misc. Docket No. 94- 9071

IN THE MATTER OF
ARMANDO SIERRA, JR.

ORDER

On this day came on for consideration the Motion for Acceptance of Resignation as Attorney and Counselor at Law of Armando Sierra, Jr., together with the Response filed by the Chief Disciplinary Counsel of the State Bar of Texas acting through the Commission for Lawyer Discipline. The Court has reviewed said Motion and the Response and finds each to be legally sufficient. The Court, being advised that such resignation is tendered in lieu of disciplinary action, and being of the opinion that such resignation is in the best interest of the public and of the profession and will meet the ends of justice, hereby concludes that the following Order is appropriate.

It is ORDERED that the law license of Armando Sierra, Jr., heretofore issued by this court, be, and the same is hereby cancelled and revoked and his name be, and is hereby, removed and deleted from the list of persons licensed to practice law in the State of Texas.

It is hereby ORDERED that the Armando Sierra, Jr. shall notify each of his current clients of this resignation. In addition to such notification, said Armando Sierra, Jr. is ORDERED to return any files, papers unearned monies and other property belonging to the clients and former clients in his possession to the clients and

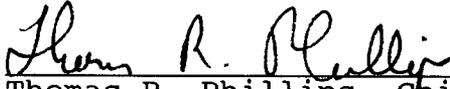
former clients or to another attorney at the client or former client's request. Said Armando Sierra, Jr. is ORDERED to file with the General Counsel of the State Bar of Texas, P.O. Box 12487, Austin, Texas 78711, within thirty (30) days of the effective date of this Order, an affidavit stating that all current clients have been notified of his resignation, and that all files, papers, monies, and other property belonging to all clients and former clients have been returned as ordered herein.

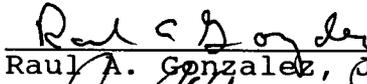
It is hereby ORDERED that Armando Sierra, Jr. shall immediately notify in writing each and every justice of the peace, judge, magistrate, and chief justice of each and every court in which Armando Sierra, Jr. has any matter pending of this resignation, the styled and cause number of the pending matter(s), and the name, address, and telephone number of the client(s) Armando Sierra, Jr. is representing in that Court. Said Armando Sierra, Jr. is ORDERED to file with the General Counsel of the State Bar of Texas, P.O. Box 12487, Austin, Texas 78711, within thirty (30) days of the effective date of this Order, and affidavit that he has notified each and every justice of the peace, judge, magistrate, and chief justice of each and every Court in which he has any matter pending of his resignation, the style and cause number of the pending matter(s), and the name, address, and telephone number of the client(s) Armando Sierra, Jr. is representing in that Court.

ORDER - ARMANDO SIERRA, JR.
State Bar Card Number 18345200
Misc. Docket No. 94 - 9071

It is further ORDERED that should Armando Sierra, Jr. seek reinstatement to the practice of law in the State of Texas, the terms, conditions, and requirements of Part XI of the Texas Rules of Disciplinary Procedure shall be in effect and shall apply to all subsequent proceedings. It is ORDERED that should Armando Sierra, Jr. seek reinstatement to the practice of law, he must produce written documentation of his compliance with the terms of restitution to the aggrieved parties made the basis of the Motion, and the payment of fees and expenses incurred by the State Bar of Texas in the complaint made the basis of the Motion.

By the Court, en banc, in chambers, this the 26th day of May, 1994.

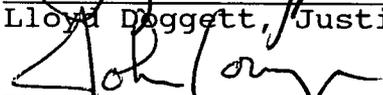

Thomas R. Phillips, Chief Justice

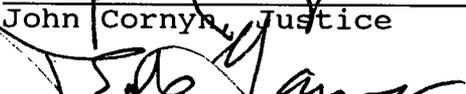

Raul A. Gonzalez, Justice


Jack Hightower, Justice


Nathan L. Hecht, Justice


Lloyd Doggett, Justice


John Cornyn, Justice


Bob Gammage, Justice



Craig Enoch, Justice


Rose Spector, Justice

ORDER - ARMANDO SIERRA, JR.
State Bar Card Number 18345200
Misc. Docket No. 94 - 9671

CF6-19A.PRI

**IN THE SUPREME COURT OF TEXAS
MOTION FOR ACCEPTANCE OF RESIGNATION AS
ATTORNEY AND COUNSELOR AT LAW**

OF

ARMANDO SIERRA, JR.

NOW COMES your Applicant, Armando Sierra, Jr., State Bar Number 18345200, and hereby resigns as an Attorney and Counselor at Law in the State of Texas; and hereby submits to the Court his resignation as an Attorney and Counselor at Law; and prays that the Court accept said resignation.

I.

Attached hereto is the License and permanent State Bar card issued by this Court to the Applicant, Armando Sierra, Jr., as an Attorney and Counselor at Law on May 15, 1981. Said License and permanent State Bar card are hereby surrendered by the Applicant.

II.

In connection with such resignation, Applicant acknowledges the following findings of fact and conclusions of law:

1. Findings of Fact: Enriqueta Renovato Complaint S3099200160

(1) Enriqueta Renovato hired Applicant in October, 1991 to represent her in a personal injury claim. On November 4, 1991, Applicant's employee entered into a business transaction with Ms. Renovato, with Applicant's knowledge and consent, whereby the employee borrowed \$45,000.00 from Ms. Renovato.

(2) Applicant's employee drafted and signed a promissory note for Ms. Renovato. These funds were used to pay for accrued obligations and office expenses of Applicant's law office. Applicant subsequently repaid \$8,000.00 of the loan, but refused to repay the balance of the outstanding loan.

(3) Applicant acknowledges that the foregoing findings of fact support a violation of Rule 1.08 (a) (1) & (2), of the Texas Disciplinary Rules of Professional Conduct.

(3) Applicant further acknowledges that State Bar attorney's fees of \$750.00 are due for the investigation and hearing of this complaint.

2. Findings of Fact: Jorge Garcia Complaint S3119200246

(1) Mr. and Mrs. Jorge Garcia hired Applicant on December 9, 1991 to represent them in a personal injury matter. Applicant settled the case on August 31, 1992 and received settlements for Mr. and Mrs. Garcia of \$15,000.00 and \$20,000.00 respectively. Applicant withheld a total of \$8,409.75 from the settlement to pay the Garcia's medical expenses. Applicant, however, failed to disburse to the Garcias settlement funds to which they were entitled, and failed to pay medical providers from the funds withheld from the settlement as he had represented he would do.

(2) Applicant acknowledges that by his conduct he has violated Rule 1.14 (a) & (b); Rule 8.04 (a) (2); and Rule 8.04 (a) (3), of the Texas Disciplinary Rules of Professional Conduct.

(3) Applicant further acknowledges that State Bar attorney's

fees of \$2,500.00 are due for the investigation and hearing of this complaint.

(4) Applicant further acknowledges that restitution is owed to Jorge Garcia in the amount of \$8,409.75.

3. Findings of Fact: Luz Barreras Complaint S3119200252

(1) Luz Barreras hired Applicant in 1989 to represent her in a civil suit. Applicant failed to complete the matter for which he was hired, and abandoned representation of Ms. Barreras' case.

(2) During the period of representation, Applicant failed to keep Ms. Barreras reasonably informed of the status of the case although Ms. Barreras made numerous unsuccessful attempts to communicate with Applicant.

(3) Applicant acknowledges that by his conduct he has violated Rule 1.01 (b) 1 & 2; and Rule 1.03 (a), of the Texas Disciplinary Rules of Professional Conduct.

(4) Applicant further acknowledges that State Bar attorney's fees are due in the amount of \$500.00 for the investigation and hearing of this complaint.

4. Findings of Fact: State Bar of Texas Complaint S3029300318

(1) On December 3, 1993, Applicant was notified by certified mail correspondence of a pending complaint filed against him, styled Jorge Garcia vs. Armando Sierra, Jr., File No. S3119200246. Applicant received the notice by certified mail on December 7, 1992, but failed to provide a written response to the Grievance

Committee's lawful demand for information within the thirty (30) days response time.

(2) On January 7, 1993, a subpoena was issued to Applicant to appear and give testimony before the District 17 Grievance Committee in File No. S3119200246. Applicant received the subpoena by certified mail, return receipt requested, on January 8, 1993, but failed to appear at the Grievance Committee's investigatory hearing held on February 4, 1993.

(3) Applicant acknowledges that by his conduct he has violated Rule 8.01 (b), of the Texas Disciplinary Rules of Professional Conduct.

(4) Applicant further acknowledges that State Bar attorney's fees are due in the amount of \$750.00 for the investigation and hearing of this complaint.

5. Findings of Fact: State Bar of Texas Complaint S3029300319

(1) On December 3, 1992, Applicant was notified by correspondence of a pending complaint filed against him, styled Luz Barreras vs. Armando Sierra, Jr., File No. S3119200252. Applicant received the notice by certified mail, return receipt requested, on December 8, 1992, but failed to provide a written response to the Grievance Committee's lawful demand for information within the thirty (30) days response time.

(2) On January 7, 1993, a subpoena was issued to Applicant to appear and give testimony before the District 17 Grievance Committee in File No. S3119200246. Applicant received the subpoena

by certified mail return receipt requested on January 8, 1993, but failed to appear at the Grievance Committee's investigatory hearing, held on February 4, 1993.

(3) Applicant acknowledges that by his conduct he has violated Rule 8.01 (b), of the Texas Disciplinary Rules of Professional Conduct.

(4) Applicant acknowledges that the State Bar attorney's fees are due in the amount of \$750.00 for the investigation and hearing of this complaint.

6. Findings of Fact: Norma Hughey Complaint S3029300325

(1) Ms. Norma Hughey hired Applicant on December 15, 1990 to represent her in a divorce. Ms. Hughey paid Applicant a retainer of \$800.00 from the proceeds of a personal injury settlement Applicant also handled for Ms. Hughey. Applicant neglected the divorce case; failed to perform any substantive work on the matter; and never finalized his client's divorce.

(2) Applicant acknowledges that by his conduct he has violated Rule 1.01 (b) (1) & (2), of the Texas Disciplinary Rules of Professional Conduct.

(3) Applicant acknowledges that State Bar attorney's fees are due in the amount of \$500.00 for the investigation and hearing of this complaint.

7. Findings of Fact: Fidel Barreras Complaint S3039300331

(1) Mr. Fidel Barreras hired Applicant in November, 1990 to

represent him in a personal injury matter. Sometime thereafter Applicant received a settlement in the case and signed Mr. Barreras' name to the settlement draft without his consent or knowledge.

(2) Applicant failed to provide Mr. Barreras with a closing statement and did not even advise him of the settlement amount received. Applicant disbursed to Mr. Barreras a small amount of money towards Mr. Barreras' portion of the settlement funds, but failed to disburse all settlement funds to Mr. Barreras.

(3) Applicant acknowledges that by his conduct he has violated Rule 1.14 (a) & (b); and Rule 8.04 (a) (3); of the Texas Disciplinary Rules of Professional Conduct.

8. Findings of Fact: Lillie Ponikvar Complaint S3039300332

(1) Ms. Lillie Ponikvar hired Applicant on October 19, 1986 to represent her in a law suit against the City of El Paso, Cause No. 88-10619, 168th District Court, El Paso County, Texas. During Ms. Ponikvar's initial consultation with Applicant, Applicant represented to her that the claim was worth \$7,000.00, although he had no substantive information or knowledge about the case or its value.

(2) After filing suit, Applicant made misleading statements to Ms. Ponikvar regarding the status of the case, and continually misrepresented to her that the case was proceeding or that settlement had been reached with the City of El Paso. Applicant continued to make these misrepresentations of fact to Ms. Ponikvar

until February, 1993, even though the suit had been dismissed by Order Granting Defendant's Plea In Bar on March 29, 1989.

(3) Applicant acknowledges that by his conduct he has violated Rule 8.04 (a) (3); of the Texas Disciplinary Rules of Professional Conduct.

(4) Applicant further acknowledges that State Bar attorney's fees are due in the amount of \$750.00 for the investigation and hearing of this complaint.

9. Findings of Fact: Juana Perez Complaint S3039300359

(1) Ms. Juana Perez hired Applicant on February 11, 1991 to represent her in a personal injury matter. On December 27, 1991, Applicant received a settlement in the case in the amount of \$3,200.00. Applicant withheld \$672.00 from the settlement funds to pay Ms. Perez' outstanding medical bills; however, Applicant never paid the medical providers as he had represented to Mr. Perez he would do, and kept the funds for his own personal use.

(2) During the period of representation, Ms. Perez made numerous unsuccessful attempts to contact Applicant to determine the status of the case and to find out why her medical bills remained unpaid.

(3) Applicant acknowledges that by his actions he has violated Rule 1.14 (a) & (b); Rule 1.03 (a); and Rule 8.04 (a) (3); of the Texas Disciplinary Rules of Professional Conduct.

10. Findings of Fact: Suzanne Rios complaint S3049300365

(1) Ms. Suzanne Rios hired Applicant on December 24, 1990 to represent her in a personal injury case and another unrelated legal matter. In February, 1992, Applicant settled the personal injury case but never advised Ms. Rios of the total amount of the settlement, and only later gave Ms. Rios a cash payment in the amount of \$4,000.00.

(2) Applicant withheld monies from the settlement funds to pay Ms. Rios's outstanding medial bills, however, Applicant never disbursed the funds to the medical providers as he represented to Ms. Rios he would do.

(3) During the period of representation, Applicant failed to respond to Ms. Rios' repeated requests for information regarding the status of her cases, the disbursement of the settlement funds and the payment of medical providers.

(4) Applicant acknowledges that by his conduct he has violated Rule 1.03 (a); Rule 1.14 (a) & (b); and Rule 8.04 (a) (3); of the Texas Disciplinary Rules of Professional Conduct.

11. Findings of Fact: George Campos Complaint S3049300367

(1) Mr. George Campos hired Applicant on August 13, 1991 to represent him in debt collection negotiations on a \$2,500.00 hospital bill. Mr. Campos gave Applicant \$2,000.00 in cash to be applied to the hospital bill. Applicant, however, failed to provide any legal services in the case; did not deliver the funds to the hospital; and did not provide an accounting of the funds to

Mr. Campos or return the funds to him.

(2) During the period of representation, Applicant failed to communicate with Mr. Campos about the status of the case or his handling of the monies.

(3) Applicant acknowledges that by his conduct he has violated Rule 1.01 (b) (1) & (2); Rule 1.03 (a); Rule 1.14 (a); and Rule 8.04 (a) (3); of the Texas Disciplinary Rules of Professional Conduct.

12. Findings of Fact: Martin Delgado Complaint S3049300371

(1) Mr. Martin Delgado hired Applicant in September, 1991 to represent him in a personal injury case. Applicant received a \$9,000.00 settlement in the case and retained \$3,871.25 of the funds to pay Mr. Delgado's outstanding medial bills. Applicant never disbursed the funds to the medical providers as he had represented to Mr. Delgado he would do, nor did he return the funds to Mr. Delgado.

(2) Applicant acknowledges that by his conduct he has violated Rule 1.14 (a) & (b); and Rule 8.04 (a) (3); of the Texas Disciplinary Rules of Professional Conduct.

13. Findings of Fact: Victor Molina Complaint S3049300380

(1) Mr. Victor Molina hired Applicant in December, 1987 to represent him in recovering a \$500.00 down payment made on a used vehicle. Applicant failed to provide any legal services to Mr. Molina, and never filed suit during the six (6) years he had the

case.

(2) Throughout the period of representation, Applicant did not communicate with Mr. Molina regarding the status of the case or respond to Mr. Molina's numerous requests for information.

(3) Applicant acknowledges that by his conduct he has violated Rule 1.01 (b) (1) & (2); and Rule 1.03 (a); of the Texas Disciplinary Rules of Professional Conduct.

14. Findings of Fact: Linda Sweeney Complaint S3049300383

(1) Ms. Linda Sweeney hired Applicant in February, 1992, to represent her in a personal injury case. Applicant received a settlement in the amount of \$35,000.00, and retained \$8,887.00 of the settlement funds to pay Ms. Sweeney's outstanding medical bills as he represented to Ms. Sweeney he would do. Applicant never disbursed the funds to the medical providers, nor did he return the retained funds to Ms. Sweeney.

(2) Applicant acknowledges that by his conduct he has violated Rule 1.14 (a) & (b); and Rule 8.04 (a) (3); of the Texas Disciplinary Rules of Professional Conduct.

15. Findings of Fact: Ernesto Villalobos Complaint S3049300384

(1) Mr. Ernesto Villalobos hired Applicant in June, 1990 to represent him in a personal injury case. Applicant failed to provide any substantive legal services to Mr. Villalobos, never filed suit in the matter, and allowed the statute of limitations to expire.

(2) During the period of representation, Applicant failed to respond to Mr. Villalobos' repeated requests for information regarding the status of the case or the expiration of the statute of limitations.

(3) Applicant acknowledges that by his conduct he has violated Rule 1.01 (b) (1); and Rule 1.03 (a) (b); of the Texas Disciplinary Rules of Professional Conduct.

16. Findings of Fact: Hector A. Rocha Complaint S3049300385

(1) Mr. Hector Antonio Rocha hired Applicant on March 17, 1988 to represent him in a personal injury case. Applicant failed to provide any substantive legal services, and did not keep Mr. Rocha informed about the status of the case or respond to his repeated requests for information.

(2) Applicant acknowledges that by his actions he has violated Rule 1.01 (b) (1) & (2); and Rule 1.03 (a) & (b); of the Texas Disciplinary Rules of Professional Conduct.

17. Findings of Fact: Manuel Betancourt Complaint S3049300387

(1) Mr. Manuel Betancourt hired Applicant in September, 1990, to represent him in a personal injury case. Applicant received an \$18,000.00 settlement in the case and endorsed the settlement check with Mr. Betancourt's name, but would not allow Mr. Betancourt to see the actual settlement check.

(2) Applicant retained more than \$3,000.00 of the settlement funds to pay Mr. Betancourt's outstanding medical bills, however,

Applicant never disbursed the funds to the medical providers as he represented to Mr. Betancourt he would do, nor did he return the funds to Mr. Betancourt.

(3) Applicant acknowledges that by his conduct he has violated Rule 1.14 (a) & (b); and Rule 8.04 (a) (3); of the Texas Disciplinary Rules of Professional Conduct.

18. Findings of Fact: Leroy Anaya Complaint S3049300397

(1) Mr. Leroy Ana hired Applicant on December 11, 1992, to represent him in a wrongful discharge case, and paid Applicant a \$100.00 retainer fee. During the period of representation, Applicant performed no legal services, and failed to respond to Mr. Anaya's frequent requests for information regarding the status of his case.

(2) In February, 1993, Mr. Anaya discharged Applicant from further legal representation and requested the return of the unearned portion of the retainer. Applicant failed to return any unearned portion of the retainer.

(3) Applicant acknowledges that by his conduct he has violated Rule 1.01 (b) (1); Rule 1.03 (a); and Rule 1.15 (d); of the Texas Disciplinary Rules of Professional Conduct.

19. Findings of Fact: Ignacio Saucedo Complaint S3049300408

(1) Mr. Ignacio Saucedo, Jr. hired Applicant in November, 1991, to represent him in a personal injury claim. In June, 1992, Applicant received a settlement in the amount of \$20,000.00, and

withheld \$1,762.00 from the settlement funds in order to pay Mr. Saucedo's outstanding medical bills. Applicant never disbursed the funds to the medical providers as he represented to Mr. Saucedo he would do, nor did he return the funds to Mr. Saucedo.

(2) At the time of the settlement, Applicant failed to promptly disburse to Mr. Saucedo his portion of the settlement funds. Applicant gave Mr. Saucedo several partial payments, but failed to disburse the remaining balance owed to him of \$8,000.00.

(3) Applicant acknowledges that by his conduct he has violated Rule 1.14 (a) (b) & (c); and Rule 8.04 (a) (3); of the Texas Disciplinary Rules of Professional Conduct.

(4) Applicant further acknowledges that restitution is owed to Ignacio Saucedo in the amount of \$8,000.00.

20. Findings of Fact: Norma Carole Hughey Complaint S3049300409

(1) Ms. Norma Carole Hughey hired Applicant on January 13, 1990, to represent her son in a personal injury case. In July 1991, Applicant settled the case for \$9,250.00 and retained \$650.00 from the settlement to pay the outstanding medical bills. Applicant failed to disburse the funds to the medical providers as he represented to Ms. Hughey he would do, nor did he return the retained funds to Ms. Hughey.

(2) Applicant acknowledges that by his conduct he has violated Rule 1.14 (a) & (b); and Rule 8.04 (a) (3); of the Texas Disciplinary Rules of Professional Conduct.

(3) Applicant further acknowledges that restitution is due to

Norma Carole Hughey in the amount of \$650.00.

21. Findings of Fact: Ana Florencia Perez Complaint S3049300410

(1) Ms. Ana Florencia Perez hired Applicant in February, 1991, to represent her in a personal injury claim. Applicant settled the case in December, 1992, and withheld \$594.25 from the settlement funds to pay Ms. Perez' medical bills. Applicant failed to disburse the funds to the medical providers as he represented he would do, nor did he return the retained funds to Ms. Perez with an accounting.

(2) Applicant acknowledges that by his conduct he has violated Rule 1.14 (a) & (b); and Rule 8.04 (a) (3); of the Texas Disciplinary Rules of Professional Conduct.

(3) Applicant further acknowledges that restitution is due to Ana Florencia Perez in the amount of \$594.25.

22. Findings of Fact: Martin Del Olmo Complaint S3049300411

(1) Mr. Martin Del Olmo hired Applicant on October 9, 1992 to represent him in two (2) DWI cases. Mr. Del Olmo paid Applicant \$1,3500.00 towards a total fee of \$2,000.00. Applicant failed to perform any substantive legal services in the case, and Mr. Del Olmo later discharged Applicant from further representation.

(2) Upon discharge, Mr. Del Olmo demanded the return of any unearned portion of the fee and his case file, but Applicant never returned the file or any portion of the fees. Mr. Del Olmo hired new counsel to represent him and incurred additional attorney's

fees and expenses.

(3) Applicant acknowledges that by his conduct he has violated Rule 1.01 (b) (1) & (2); and Rule 1.15 (d); of the Texas Disciplinary Rules of Professional Conduct.

(4) Applicant further acknowledges that restitution is due to Martin Del Olmo in the amount of \$1,350.00.

23. Findings of Fact: Blanca Estela Campa Complaint S3059300415

(1) Ms. Blanca Estela Campa hired Applicant on September 13, 1990, to represent her in a personal injury case. In September 1991, Applicant received a \$12,500.00 settlement and withheld \$890.94 from the settlement funds to pay Ms. Campa's outstanding medical bills. Applicant, however, failed to disburse the funds to Ms. Campa's medical providers as he had represented he would to, nor did he ever return the retained funds to Ms. Campa.

(2) Applicant acknowledges that by his conduct he violated Rule 1.14 (a) & (b); and Rule 8.04 (a) (3); of the Texas Disciplinary Rules of Professional Conduct.

(3) Applicant further acknowledges that restitution is due to Blanca Estela Campa in the amount of \$890.94.

24. Findings of Fact: Humberto Pasillas Complaint S3059300416

(1) Mr. and Mrs. Humberto Pasillas hired Applicant on June 14, 1991, to file suit against a construction company for breach of contract. Applicant filed suit on or about April 4, 1992, but failed to provide any substantive legal services thereafter.

Applicant failed to appear for scheduled hearings, including a dismissal hearing on February 12, 1993, and the case was dismissed for want of prosecution.

(2) During the period of representation, Applicant failed to keep the Pasillas informed about the status of the case, the setting of court hearings, or the eventual dismissal of the case.

(3) Applicant acknowledges that by his conduct he has violated Rule 1.01 (b) (1) & (2); and Rule 1.03 (a); of the Texas Disciplinary Rules of Professional Conduct.

25. Findings of Fact: Jose Villasenor Complaint S3059300420

(1) Mr. Jose Villasenor hired Applicant in July, 1989 to represent him in a personal injury claim. Applicant handled Mr. Villasenor's case between 1989 and 1993, but failed to do any substantive legal work on the case and allowed the statute of limitations to expire without ever filing suit.

(2) During the period of representation, Applicant failed to respond to Mr. Villasenor's repeated requests for information regarding the status of the case, and did not explain matters to him or keep him reasonably informed in order to allow Mr. Villasenor to make decisions regarding representation.

(3) Applicant acknowledges that by his conduct he has violated Rule 1.01 (b) (1) & (2) and Rule 1.03 (a) & (b), of the Texas Disciplinary Rules of Professional Conduct.

26. Findings of Fact: Ramond Lee Keyser Complaint S3059300424

(1) Mr. Raymond Lee Keyser hired Applicant on September 24, 1992, to represent him in a personal injury case. Mr. Keyser received P.I.P. proceeds in the amount of \$5,000.00, and gave Applicant the entire amount for the payment of Mr. Keyser's outstanding medical bills. Applicant did not disburse the fund to the medical providers as he represented he would do, and instead, Applicant kept the money for his own personal use.

(2) Applicant violated Rule 1.14 (a) & (b); and Rule 8.04 (a) (3) of the Texas Disciplinary Rules of Professional Conduct.

(3) Applicant acknowledges that restitution is due to Ramond Lee Keyser in the amount of \$5,000.00.

27. Findings of Fact: Esther Rodriguez Complaint S3059300427

(1) Ms. Esther Rodriguez hired Applicant on February 12, 1992, to represent her in a personal injury case. On or about September 9, 1992, Applicant received a settlement of \$15,000.00. (?), and retained \$3,326.00 from the settlement funds to pay Ms. Rodriguez' outstanding medical bills. Applicant never disbursed the funds to the medical providers as he had represented to Ms. Rodriguez he would do, nor did Applicant ever return the retained funds to Ms. Rodriguez.

(2) Applicant violated Rule 1.14 (a) & (b); and Rule 8.04 (a) (3); of the Texas Disciplinary Rules of Professional Conduct.

(3) Applicant acknowledges that restitution is due to Ms. Esther Rodriguez in the amount of \$3,326.00.

28. Findings of Fact: Kevin Pierce Complaint S3059300429

(1) Mr. Kevin Pierce hire Applicant on April 28, 1992 to represent him in a child support matter, and gave Applicant a retainer of \$500.00. Thereafter, Applicant failed to perform any substantive legal services in the case, and failed to respond to Mr. Pierce's numerous requests for information in the case.

(2) Mr. Pierce grew dissatisfied with Applicant's representation, and discharged Applicant from further representation and demanded the return of his case file and any unearned portion of the retainer. Applicant, however, failed to withdraw from representation and did not comply with requests to return the unearned portion of the retainer or case file.

(3) Applicant acknowledges that by his conduct he has violated Rule 1.01 (b) (1) & (2); Rule 1.03 (a); and Rule 1.15 (d); of the Texas Disciplinary Rules of Professional Conduct.

(4) Applicant further acknowledges that restitution is due to Kevin Pierce in the amount of \$500.00.

29. Findings of Fact: Feliciano Cordova Complaint S3069300436

(1) Mr. Feliciano Cordova hired Applicant in August, 1991, to represent him in a personal injury case. In approximately August or September, 1992, Applicant received a settlement in the approximate amount of \$19,000.00. Applicant withheld \$754.25 from the settlement funds in order to pay Mr. Cordova's outstanding medical bills. Applicant never disbursed the funds to the medial providers as he had represented to Mr. Cordova he would do, nor did

he ever return any of the retained funds to Mr. Cordova.

(2) Applicant acknowledges that by his conduct he has violated Rule 1.14 (a) & (b); and Rule 8.04 (a) (3); of the Texas Disciplinary Rules of Professional Conduct.

(3) Applicant further acknowledges that State Bar attorney's fees are due in the amount of \$3,000.00 for the investigation and hearing of this complaint.

(4) Applicant further acknowledges that restitution is due to Feliciano Cordova in the amount of \$754.25.

30. Findings of Fact: Eduardo Zepeda Complaint S3069300446

(1) Mr. Eduardo Zepeda hired Applicant on July 1, 1992, to represent his son and daughter in a criminal matter, and gave Applicant \$70,000.00 for his legal services. Applicant promised Mr. Zepeda that he would have the pair feed and the charges dropped within one (1) month. Applicant failed to deposit the funds into his trust account as required, and deposited the entire sum into his office operating account.

(2) Applicant never contacted the clients in jail, and performed no substantive legal work in the case. Mr. Zepeda discharged Applicant from further representation and requested the return of the unearned portion of the retainer. Applicant never returned the unearned portion of the retainer, and instead, kept the entire sum for his own personal use.

(3) Applicant acknowledges that by his conduct he has violated Rule 1.14 (a) & (b); Rule 1.15 (d); and Rule 8.04 (a) (3);

of the Texas Disciplinary Rules of Professional Conduct.

(4) Applicant further acknowledges that restitution is due to Eduardo Zepeda in the amount of \$70,000.00.

31. Findings of Fact: Gary Barbee Complaint S3069300465

(1) Mr. and Mrs. Gary Barbee hired Applicant in February, 1992 to represent their daughter-in-law in an immigration matter, and paid Applicant \$500.00 for his services. Applicant assured the Barbees that he would assist them with the case, but failed to provide any substantive legal work in the matter and abandoned representation of the case.

(2) During the period of representation, Applicant failed to communicate with the Barbees, or respond to their repeated requests for information about the status of the case.

(3) Applicant acknowledges that by his conduct he has violated Rule 1.01 (b) (1) & (2); Rule 1.03 (a); and Rule 8.04 (a) (3); of the Texas Disciplinary Rules of Professional Conduct.

(4) Applicant further acknowledges that restitution is due to Mr. and Mrs. Gary Barbee in the amount of \$500.00.

(5) Applicant further acknowledges that State Bar attorney's fees are due in the amount of \$250.00, for the investigation and hearing of this complaint.

31. Findings of Facts: Maria Avelar Complaint S3069300467

(1) Ms. Maria Avelar hired Applicant on May 27, 1988 to represent her in a personal injury case. Thereafter, Applicant

failed to do any work on the case, never filed suit on Ms. Avilar's behalf, and abandoned representation of the case.

(2) Applicant acknowledges that by his conduct he has violated Rule 1.01 (b) (1) & (2); of the Texas Disciplinary Rules of Professional Conduct.

(3) Applicant acknowledges that State Bar attorney's fees are due in the amount of \$250.00 for the investigation and hearing of this complaint.

32. Findings of Fact: Robert Laca Complaint S3069300481

(1) Mr. Robert Laca hired Applicant on February 19, 1990 to apply for and represent him in a bond reduction hearing. Mr. Laca paid Applicant a fee of \$1,000.00, and was assured by Applicant that he would immediately begin work on the case. Applicant, however, failed to seek a bond reduction hearing for Mr. Laca, and never advised Mr. Laca that he had failed to do so.

(3) Applicant acknowledges that by his conduct he has violated Rule 1.01 (b) (1) & (2); Rule 1.03 (a); and Rule 8.04 (a) (3); of the Texas Disciplinary Rules of Professional Conduct.

(4) Applicant further acknowledges that restitution is due to Mr. and Robert Laca in the amount of \$1000.00.

(5) Applicant further acknowledges that State Bar attorney's fees in the amount of \$250.00 are due for the investigation and hearing of this complaint.

33. Findings of Fact: Eduardo Carrasco Complaint S3069300484

(1) Mr. Eduardo Carrasco hired Applicant in September, 1991 to represent him in a worker's compensation case. Applicant performed no work in the matter and did not communicate with Mr. Carrasco regarding the status of the case, or respond to Mr. Carrasco's repeated requests for information about his case.

(2) Applicant acknowledges that by his conduct he has violated Rule 1.01 (b) (1) & (2); and Rule 1.03 (a); of the Texas Disciplinary Rules of Professional Conduct.

(3) Applicant further acknowledges that State Bar attorney's fees in the amount of \$250.00 are due for the investigation and hearing of this complaint.

34. Findings of Fact: Ashok Puranik Complaint S3089300508

(1) Mr. Ashok G. Puranik hired Applicant on December 12, 1992, to represent him in a personal injury case. Applicant received a settlement in the case in June 1992, and disbursed \$2,500.00 to Mr. Puranik as his portion of the settlement funds. Applicant, however, never informed Mr. Puranik of the total settlement amount, and did not provide him with a settlement statement or other accounting of the funds.

(2) Applicant withheld an unknown sum from the settlement funds for the payment of Mr. Puranik's outstanding medical bills, but never disbursed any funds to the medical providers, nor did he ever return the retained funds to Mr. Puranik.

(3) Applicant acknowledges that by his conduct he has

violated Rule 1.14 (a) & (b); and Rule 8.04 (a) (3); of the Texas Disciplinary Rules of Professional Conduct.

(4) Applicant acknowledges that State Bar attorney's fees in the amount of \$300.00 are due for the investigation and hearing of this complaint.

35. Findings of Fact: Maria Contreras Complaint S3109300579

(1) Maria Contreras hired Applicant in September, 1990 to represent her in a personal injury case. In April, 1991, Applicant received a settlement in the amount of \$9,000.00, and withheld \$848.50 from the settlement funds for the payment of Ms. Contreras' outstanding medical bills. Applicant never disbursed the funds to the medical providers as he had represented he would do, nor did he ever return the retained funds to Ms. Contreras.

(2) Applicant acknowledges that by his conduct he has violated Rule 1.14 (a) & (b); and Rule 8.04 (a) (3), of the Texas Disciplinary Rules of Professional Conduct.

(3) Applicant acknowledges that State Bar attorney's fees are due in the amount of \$500.00 for the investigation and hearing of this complaint.

(4) Applicant further acknowledges that restitution is due to Maria Contreras in the amount of \$848.50.

36. Findings of Fact: Manuel & Rosie Ceja Complaint S3109300581

(1) Manuel and Manuel Ceja hired Applicant in June, 1983 to represent them in an eviction matter. Between 1983 and 1993,

Applicant neglected the case and failed to provide any substantive legal services.

(2) Throughout the period of representation, Applicant deceived and made misrepresentations to Mr. and Mrs. Ceja regarding the work performed and the status of the case. Applicant advised Mr. and Mrs. Ceja that the case remained pending, and all that was needed to finalize the case was to get it set for hearing. Applicant deceived and misrepresented to Mr. and Mrs. Ceja that their lawsuit was on the court docket.

(3) Applicant acknowledges that by his conduct he has violated Rule 8.04 (a) (3), of the Texas Disciplinary Rules of Professional Conduct.

(4) Applicant further acknowledges that State Bar attorney's fees are due in the amount of \$500.00 for the investigation and hearing of this complaint.

37. Findings of Fact: Jose Silva-Barrios Complaint S30109300590

(1) Jose Silva-Barrios hired Applicant in November, 1991 to represent him in a personal injury case. Applicant received three (3) P.I.P. checks totalling \$5,005.00, for coverage of Mr. Barrios' medical treatment and lost wages. The P.I.P. checks, of which two (2) were for medical treatment in the amount of \$4,197.50 and one (1) was for \$807.50 to cover 80% of Mr. Barrios's lost wages, were payable to both Mr. Barrios and Applicant as his attorney.

(2) Both Mr. Barrios and Applicant signed the checks and Applicant kept all three checks promising Mr. Barrios that he would

pay all outstanding medical expenses, and would promptly disburse the lost wages check to Mr. Barrios. Applicant failed to pay the medical bills and also failed to give Mr. Barrios his lost wages check. Applicant did not deposit the checks in his trust account for safekeeping.

(3) Applicant acknowledges that by his conduct he has violated Rule 1.14 (a) & (b); and Rule 8.04 (a) (3), of the Texas Disciplinary Rules of Professional Conduct.

(4) Applicant further acknowledges that State Bar attorney's fees in the amount of \$500.00 are due for the investigation and hearing of this complaint.

(5) Applicant further acknowledges that restitution is due to Jose Silva-Barrios in the amount of \$5,005.00.

38. Findings of Fact: Lucy Terrazas Complaint, Cause No. 92-11655

(1) Ms. Sotera Ramos Gonzalez hired Applicant in June or July of 1989 to represent her in the recovery of sums owed and unpaid on a promissory note executed by Patsy Tipton. Thereafter, Applicant either (1) delegated responsibility for the matter to a nonlawyer employee, Mr. Robert Stiplin and/or failed to adequately supervise Mr. Stiplin in his handling of the matter; and/or (2) intentionally neglected Ms. Gonzalez' legal matter, despite receiving telephonic inquiries from his client regarding the status of the matter.

(2) In approximately September, 1991, Lucy O. Terrazas contacted Applicant on behalf of Ms. Gonzalez. Ms. Terrazas was referred by Applicant to Mr. Striplin. On or about September 30,

1991, Ms. Terrazas and Ms. Gonzalez met Mr. Striplin at Applicant's law firm where a power of attorney was drafted and prepared by Mr. Striplin and/or Applicant, and was executed by Ms. Gonzalez. The power of attorney granted Ms. Terrazas the general power to act as attorney-in-fact for Ms. Gonzalez. Thereafter, Ms. Terrazas made several attempts to contact Applicant and determine the status of Ms. Gonzalez' case, but each time was referred to Mr. Striplin. Applicant performed little or no legal services in the case between the time of hire and the time Ms. Terrazas began her inquiries in September, 1991.

(3) In approximately September, 1991, Mr. Striplin indicated to Ms. Terrazas that the Tiptons were on the verge of filing for bankruptcy. As a result of receiving little or no information regarding progress on the case, Ms. Terrazas, in October 1991, sought the return of the Gonzalez file from Applicant, but was advised that the file was lost. Subsequently, Ms. Gonzalez went in person to Applicant's office and attempted to retrieve her file, but was also told that the file was lost. In approximately January, 1992, Ms. Terrazas again contacted Applicant and was referred to Mr. Striplin, who informed Ms. Terrazas that the Tiptons had filed for bankruptcy in or around December of 1991. Ms. Terrazas again sought and finally obtained Gonzalez's file.

(4) Applicant acknowledges that by his actions he has violated Disciplinary Rules 1-102(A)(6), 3-101(A), 6-101(A)(3) of the Texas Code of Professional Responsibility, and Rule 1.01(b)(1), Rule 1.03(a), Rule 5.03 (a), Rule 5.03 (b)(1) and Rule 5.05 (2) of

the Texas Disciplinary Rules of Professional Conduct.

39. Findings of Fact: Chuca Complaint, Cause No. 92-11655

(1) On or about March 8, 1990, Applicant was retained by Manuel Diaz Chuca to represent him in connection with worker's compensation claims against Island Dairies and Livestock Company.

(2) On or about December 6, 1990, during negotiations with the insurance carrier's adjuster and Mr. Chuca, Applicant conveyed to Mr. Chuca a settlement offer, making statements which were false or misleading regarding information Applicant had received from Mr. Chuca's treating physician regarding Mr. Chuca's injuries and prognosis in order to induce Mr. Chuca to accept the settlement offer. Mr. Chuca rejected the settlement offer, indicating to Applicant that he did not believe the settlement offer to be sufficient in view of his injuries and condition.

(3) Despite being told that Mr. Chuca would not accept the settlement offer, Applicant, who knew that Mr. Chuca could not read the English language, proffered to Mr. Chuca for execution a Compromise Settlement Agreement reflecting the settlement offer, and representing to Mr. Chuca that it was alright to sign the paper as it represented only a partial payment and that more money would be forthcoming. Mr. Chuca, in reliance upon Applicant's false representations regarding the legal effect of the document, executed the settlement agreement.

(4) Applicant further represented to Mr. Chuca that he would thereafter be pursuing a cause of action for wrongful termination

against Island Dairies as Mr. Chuca had been terminated by Island Dairies by reason of his injuries.

(5) Respondent asserted that the check pertaining to the paperwork executed by Mr. Chuca would take approximately one (1) month to come in. Mr. Chuca asked for an advance on the proceeds of the check, and was given a check in the amount of Five Hundred and no/100 (\$500.00) Dollars, which Mr. Chuca attempted to cash, only to learn that there was insufficient money in the account on which it was drawn to cover the check.

(6) Subsequently, Applicant received the settlement check contemplated by the settlement agreement, endorsed Mr. Chuca's name to the check without authority or consent to do so, negotiated the settlement check, and deposited the proceeds of the check in an account owned, claimed by, or subject to the control of Applicant. Mr. Chuca learned from Ms. Elvira Bell, a nonlawyer acquaintance of Applicant's, that the check had been received and endorsed by Applicant.

(7) During the ensuing weeks, Mr. Chuca attempted on a number of occasions to obtain his portion of the settlement proceeds. Applicant did not account in writing for the settlement proceeds; rather, he made incremental advances to Mr. Chuca, asserting that he could not pay the full amount because the check had not yet cleared at the bank, a statement which was false when made and which was made by Applicant to appease Mr. Chuca regarding the fact that the full amount to which he was entitled had not yet been paid.

(8) Among the advances was a payment of Two Thousand Three Hundred and no/100 (\$2,300.00) Dollars by check drawn on an account owned, held, claimed by, or subject to the control of Applicant, which, when presented for payment by Mr. Chuca, was not cashed by reason of insufficient funds in the account to cover the check. Mr. Chuca returned to Applicant's office with the check and waited a number of hours to meet with Applicant and relay to him that the bank would not honor the check. Applicant sent Mr. Chuca with Applicant's accountant, Tomas Rios, to the bank with another check to obtain the funds. Applicant represented to Mr. Chuca that this payment represented payment in full of the monies owed Mr. Chuca. Mr. Chuca questioned this, asserting that he was still owed another One Thousand and no/100 (\$1,000.00) Dollars. Applicant said that One Thousand and no/100 (\$1,000.00) Dollars had been paid by Applicant to Ms. Bell by reason of Ms. Bell's referral of Mr. Chuca to Applicant. Mr. Chuca neither authorized nor approved the payment to Ms. Bell.

(9) Mr. Chuca thereafter, heard nothing further from Applicant regarding Applicant's supposed pursuit of the cause of action for wrongful discharge against Island Dairies on behalf of Mr. Chuca nor anything further regarding additional monies to be received on the worker's compensations claims.

(10) Applicant acknowledges that by his actions he has violated Rule 1.01 (b) (1); Rule 1.03 (a); Rule 1.03 (b); Rule 1.04 (d); Rule 1.14 (a) (b) & (c); Rule 5.03 (a); Rule 5.03 (b) (1); Rule 5.04 (a); and Rule 8.04 (a) (3); of the Texas

Disciplinary Rules of Professional Conduct.

III.

Applicant acknowledges that in addition to the State Bar attorney's fees and costs assessed herein and acknowledged by Applicant in Count 1 through Count 37 in the amount of \$12,300.00, additional attorney's fees and costs have been incurred in the amount of \$6,587.00, for a total of \$18,887.00. Applicant further acknowledges that State Bar attorney's fees and costs in the amount of \$6,848.00, are due in Count 38 and Count 39.

Applicant **ACKNOWLEDGES** that in Count 1 through Count 39, total State Bar attorney's fees and costs have been incurred and are due in the amount of **TWENTY-FIVE THOUSAND, SEVEN HUNDRED THIRTY-FIVE DOLLARS AND NO-CENTS (\$25,735.00)**.

IV.

Applicant **ACKNOWLEDGES** that in Count 1 through County 37, total restitution is due in the amount of **ONE HUNDRED AND SIX THOUSAND, EIGHT HUNDRED TWENTY-EIGHT DOLLARS AND SIXTY-NINE CENTS (\$106,828.69)**.

V.

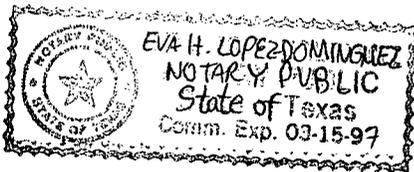
Your applicant is voluntarily resigning and withdrawing from the practice of law; Applicant does so in lieu of discipline for professional misconduct; and Applicant prays that his name be dropped and deleted from the list of persons licensed to practice

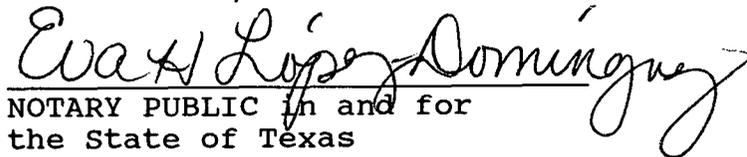
law in Texas; and that his resignation be accepted.



Armando Sierra, Jr.
State Bar No. 18345200

SUBSCRIBED AND SWORN to before me by the said Applicant,
Armando Sierra, Jr. this the 7 day of April, 19 94




NOTARY PUBLIC in and for
the State of Texas

My commission expires _____

Printed name of notary _____

CF6-17.PRI

**IN THE SUPREME COURT OF THE STATE OF TEXAS
RESPONSE TO MOTION FOR ACCEPTANCE OF RESIGNATION AS
ATTORNEY AND COUNSELOR AT LAW**

OF

ARMANDO SIERRA, JR.

TO THE HONORABLE SUPREME COURT OF TEXAS:

Pursuant to Part X of the Texas Rules of Disciplinary Procedure, James M. McCormack, Chief Disciplinary Counsel, hereby files this response on behalf of the State Bar of Texas, acting by and through the Commission for Lawyer Discipline, to the Motion for Acceptance of Resignation in Lieu of Discipline filed by Armando Sierra, Jr., and would show as follows:

I.

On April 7, 1994, Armando Sierra, Jr. voluntarily executed a Motion for acceptance of Resignation as Attorney and Counselor at Law. The Commission hereby concurs in such motion. Acceptance of such resignation in lieu of disciplinary action will protect the public.

II.

In connection with such resignation, the Commission makes the following findings of fact:

1. Findings of Fact: Enriqueta Renovato Complaint S3099200160

(1) Enriqueta Renovato hired Armando Sierra, Jr. in October, 1991 to represent her in a personal injury claim. On November 4, 1991, Armando Sierra, Jr.'s employee entered into a business transaction with Ms. Renovato, with Armando Sierra, Jr.'s knowledge and consent, whereby the employee borrowed \$45,000.00 from Ms.

Renovato.

(2) Armando Sierra, Jr.'s employee drafted and signed a promissory note for Ms. Renovato. These funds were used to pay for accrued obligations and office expenses of Armando Sierra, Jr.'s law office. Armando Sierra, Jr. subsequently repaid \$8,000.00 of the loan, but refused to repay the balance of the outstanding loan.

(3) Armando Sierra, Jr. acknowledges that the foregoing findings of fact support a violation of Rule 1.08 (a) (1) & (2), of the Texas Disciplinary Rules of Professional Conduct.

(3) Armando Sierra, Jr. further acknowledges that State Bar attorney's fees of \$750.00 are due for the investigation and hearing of this complaint.

2. Findings of Fact: Jorge Garcia Complaint S3119200246

(1) Mr. and Mrs. Jorge Garcia hired Armando Sierra, Jr. on December 9, 1991 to represent them in a personal injury matter. Armando Sierra, Jr. settled the case on August 31, 1992 and received settlements for Mr. and Mrs. Garcia of \$15,000.00 and \$20,000.00 respectively. Armando Sierra, Jr. withheld a total of \$8,409.75 from the settlement to pay the Garcia's medical expenses. Armando Sierra, Jr., however, failed to disburse to the Garcias settlement funds to which they were entitled, and failed to pay medical providers from the funds withheld from the settlement as he had represented he would do.

(2) Armando Sierra, Jr. acknowledges that by his conduct he has violated Rule 1.14 (a) & (b); Rule 8.04 (a) (2); and Rule 8.04

(a) (3), of the Texas Disciplinary Rules of Professional Conduct.

(3) Armando Sierra, Jr. further acknowledges that State Bar attorney's fees of \$2,500.00 are due for the investigation and hearing of this complaint.

(4) Armando Sierra, Jr. further acknowledges that restitution is owed to Jorge Garcia in the amount of \$8,409.75.

3. Findings of Fact: Luz Barreras Complaint S3119200252

(1) Luz Barreras hired Armando Sierra, Jr. in 1989 to represent her in a civil suit. Armando Sierra, Jr. failed to complete the matter for which he was hired, and abandoned representation of Ms. Barreras' case. (2) During the period of representation, Armando Sierra, Jr. failed to keep Ms. Barreras reasonably informed of the status of the case although Ms. Barreras made numerous unsuccessful attempts to communicate with Armando Sierra, Jr.

(3) Armando Sierra, Jr. acknowledges that by his conduct he has violated Rule 1.01 (b) 1 & 2; and Rule 1.03 (a), of the Texas Disciplinary Rules of Professional Conduct.

(4) Armando Sierra, Jr. further acknowledges that State Bar attorney's fees are due in the amount of \$500.00 for the investigation and hearing of this complaint.

4. Findings of Fact: State Bar of Texas Complaint S3029300318

(1) On December 3, 1993, Armando Sierra, Jr. was notified by certified mail correspondence of a pending complaint filed against

him, styled Jorge Garcia vs. Armando Sierra, Jr., File No. S3119200246. Armando Sierra, Jr. received the notice by certified mail on December 7, 1992, but failed to provide a written response to the Grievance Committee's lawful demand for information within the thirty (30) days response time.

(2) On January 7, 1993, a subpoena was issued to Armando Sierra, Jr. to appear and give testimony before the District 17 Grievance Committee in File No. S3119200246. Armando Sierra, Jr. received the subpoena by certified mail, return receipt requested, on January 8, 1993, but failed to appear at the Grievance Committee's investigatory hearing held on February 4, 1993.

(3) Armando Sierra, Jr. acknowledges that by his conduct he has violated Rule 8.01 (b), of the Texas Disciplinary Rules of Professional Conduct.

(4) Armando Sierra, Jr. further acknowledges that State Bar attorney's fees are due in the amount of \$750.00 for the investigation and hearing of this complaint.

5. Findings of Fact: State Bar of Texas Complaint S3029300319

(1) On December 3, 1992, Armando Sierra, Jr. was notified by correspondence of a pending complaint filed against him, styled Luz Barreras vs. Armando Sierra, Jr., File No. S3119200252. Armando Sierra, Jr. received the notice by certified mail, return receipt requested, on December 8, 1992, but failed to provide a written response to the Grievance Committee's lawful demand for information within the thirty (30) days response time.

(2) On January 7, 1993, a subpoena was issued to Armando Sierra, Jr. to appear and give testimony before the District 17 Grievance Committee in File No. S3119200246. Armando Sierra, Jr. received the subpoena by certified mail return receipt requested on January 8, 1993, but failed to appear at the Grievance Committee's investigatory hearing, held on February 4, 1993.

(3) Armando Sierra, Jr. acknowledges that by his conduct he has violated Rule 8.01 (b), of the Texas Disciplinary Rules of Professional Conduct.

(4) Armando Sierra, Jr. acknowledges that the State Bar attorney's fees are due in the amount of \$750.00 for the investigation and hearing of this complaint.

6. Findings of Fact: Norma Hughey Complaint S3029300325

(1) Ms. Norma Hughey hired Armando Sierra, Jr. on December 15, 1990 to represent her in a divorce. Ms. Hughey paid Armando Sierra, Jr. a retainer of \$800.00 from the proceeds of a personal injury settlement Armando Sierra, Jr. also handled for Ms. Hughey. Armando Sierra, Jr. neglected the divorce case; failed to perform any substantive work on the matter; and never finalized his client's divorce.

(2) Armando Sierra, Jr. acknowledges that by his conduct he has violated Rule 1.01 (b) (1) & (2), of the Texas Disciplinary Rules of Professional Conduct.

(3) Armando Sierra, Jr. acknowledges that State Bar attorney's fees are due in the amount of \$500.00 for the

investigation and hearing of this complaint.

7. Findings of Fact: Fidel Barreras Complaint S3039300331

(1) Mr. Fidel Barreras hired Armando Sierra, Jr. in November, 1990 to represent him in a personal injury matter. Sometime thereafter Armando Sierra, Jr. received a settlement in the case and signed Mr. Barreras' name to the settlement draft without his consent or knowledge.

(2) Armando Sierra, Jr. failed to provide Mr. Barreras with a closing statement and did not even advise him of the settlement amount received. Armando Sierra, Jr. disbursed to Mr. Barreras a small amount of money towards Mr. Barreras' portion of the settlement funds, but failed to disburse all settlement funds to Mr. Barreras.

(3) Armando Sierra, Jr. acknowledges that by his conduct he has violated Rule 1.14 (a) & (b); and Rule 8.04 (a) (3); of the Texas Disciplinary Rules of Professional Conduct.

8. Findings of Fact: Lillie Ponikvar Complaint S3039300332

(1) Ms. Lillie Ponikvar hired Armando Sierra, Jr. on October 19, 1986 to represent her in a law suit against the City of El Paso, Cause No. 88-10619, 168th District Court, El Paso County, Texas. During Ms. Ponikvar's initial consultation with Armando Sierra, Jr., he represented to her that the claim was worth \$7,000.00, although he had no substantive information or knowledge about the case or its value.

(2) After filing suit, Armando Sierra, Jr. made misleading statements to Ms. Ponikvar regarding the status of the case, and continually misrepresented to her that the case was proceeding or that settlement had been reached with the City of El Paso. Armando Sierra, Jr. continued to make these misrepresentations of fact to Ms. Ponikvar until February, 1993, even though the suit had been dismissed by Order Granting Defendant's Plea In Bar on March 29, 1989.

(3) Armando Sierra, Jr. acknowledges that by his conduct he has violated Rule 8.04 (a) (3); of the Texas Disciplinary Rules of Professional Conduct.

(4) Armando Sierra, Jr. further acknowledges that State Bar attorney's fees are due in the amount of \$750.00 for the investigation and hearing of this complaint.

9. Findings of Fact: Juana Perez Complaint S3039300359

(1) Ms. Juana Perez hired Armando Sierra, Jr. on February 11, 1991 to represent her in a personal injury matter. On December 27, 1991, Armando Sierra, Jr. received a settlement in the case in the amount of \$3,200.00. Armando Sierra, Jr. withheld \$672.00 from the settlement funds to pay Ms. Perez' outstanding medical bills; however, Sierra never paid the medical providers as he had represented to Mr. Perez he would do, and kept the funds for his own personal use.

(2) During the period of representation, Ms. Perez made numerous unsuccessful attempts to contact Armando Sierra, Jr. to

determine the status of the case and to find out why her medical bills remained unpaid.

(3) Armando Sierra, Jr. acknowledges that by his actions he has violated Rule 1.14 (a) & (b); Rule 1.03 (a); and Rule 8.04 (a) (3); of the Texas Disciplinary Rules of Professional Conduct.

10. Findings of Fact: Suzanne Rios complaint S3049300365

(1) Ms. Suzanne Rios hired Armando Sierra, Jr. on December 24, 1990 to represent her in a personal injury case and another unrelated legal matter. In February, 1992, Armando Sierra, Jr. settled the personal injury case but never advised Ms. Rios of the total amount of the settlement, and only later gave Ms. Rios a cash payment in the amount of \$4,000.00.

(2) Armando Sierra, Jr. withheld monies from the settlement funds to pay Ms. Rios's outstanding medial bills, however, he never disbursed the funds to the medical providers as he represented to Ms. Rios he would do.

(3) During the period of representation, Armando Sierra, Jr. failed to respond to Ms. Rios' repeated requests for information regarding the status of her cases, the disbursement of the settlement funds and the payment of medical providers.

(4) Armando Sierra, Jr. acknowledges that by his conduct he has violated Rule 1.03 (a); Rule 1.14 (a) & (b); and Rule 8.04 (a) (3); of the Texas Disciplinary Rules of Professional Conduct.

11. Findings of Fact: George Campos Complaint S3049300367

(1) Mr. George Campos hired Armando Sierra, Jr. on August 13, 1991 to represent him in debt collection negotiations on a \$2,500.00 hospital bill. Mr. Campos gave Armando Sierra, Jr. \$2,000.00 in cash to be applied to the hospital bill. Armando Sierra, Jr., however, failed to provide any legal services in the case; did not deliver the funds to the hospital; and did not provide an accounting of the funds to Mr. Campos or return the funds to him.

(2) During the period of representation, Armando Sierra, Jr. failed to communicate with Mr. Campos about the status of the case or his handling of the monies.

(3) Armando Sierra, Jr. acknowledges that by his conduct he has violated Rule 1.01 (b) (1) & (2); Rule 1.03 (a); Rule 1.14 (a); and Rule 8.04 (a) (3); of the Texas Disciplinary Rules of Professional Conduct.

12. Findings of Fact: Martin Delgado Complaint S3049300371

(1) Mr. Martin Delgado hired Armando Sierra, Jr. in September, 1991 to represent him in a personal injury case. Armando Sierra, Jr. received a \$9,000.00 settlement in the case and retained \$3,871.25 of the funds to pay Mr. Delgado's outstanding medial bills. Armando Sierra, Jr. never disbursed the funds to the medical providers as he had represented to Mr. Delgado he would do, nor did he return the funds to Mr. Delgado.

(2) Armando Sierra, Jr. acknowledges that by his conduct he has violated Rule 1.14 (a) & (b); and Rule 8.04 (a) (3); of the

Texas Disciplinary Rules of Professional Conduct.

13. Findings of Fact: Victor Molina Complaint S3049300380

(1) Mr. Victor Molina hired Armando Sierra, Jr. in December, 1987 to represent him in recovering a \$500.00 down payment made on a used vehicle. Armando Sierra, Jr. failed to provide any legal services to Mr. Molina, and never filed suit during the six (6) years he had the case.

(2) Throughout the period of representation, Armando Sierra, Jr. did not communicate with Mr. Molina regarding the status of the case or respond to Mr. Molina's numerous requests for information.

(3) Armando Sierra, Jr. acknowledges that by his conduct he has violated Rule 1.01 (b) (1) & (2); and Rule 1.03 (a); of the Texas Disciplinary Rules of Professional Conduct.

14. Findings of Fact: Linda Sweeney Complaint S3049300383

(1) Ms. Linda Sweeney hired Armando Sierra, Jr. in February, 1992, to represent her in a personal injury case. Armando Sierra, Jr. received a settlement in the amount of \$35,000.00, and retained \$8,887.00 of the settlement funds to pay Ms. Sweeney's outstanding medical bills as he represented to Ms. Sweeney he would do. Armando Sierra, Jr. never disbursed the funds to the medical providers, nor did he return the retained funds to Ms. Sweeney.

(2) Armando Sierra, Jr. acknowledges that by his conduct he has violated Rule 1.14 (a) & (b); and Rule 8.04 (a) (3); of the Texas Disciplinary Rules of Professional Conduct.

15. Findings of Fact: Ernesto Villalobos Complaint S3049300384

(1) Mr. Ernesto Villalobos hired Armando Sierra, Jr. in June, 1990 to represent him in a personal injury case. Armando Sierra, Jr. failed to provide any substantive legal services to Mr. Villalobos, never filed suit in the matter, and allowed the statute of limitations to expire.

(2) During the period of representation, Armando Sierra, Jr. failed to respond to Mr. Villalobos' repeated requests for information regarding the status of the case or the expiration of the statute of limitations.

(3) Armando Sierra, Jr. acknowledges that by his conduct he has violated Rule 1.01 (b) (1); and Rule 1.03 (a) (b); of the Texas Disciplinary Rules of Professional Conduct.

16. Findings of Fact: Hector A. Rocha Complaint S3049300385

(1) Mr. Hector Antonio Rocha hired Armando Sierra, Jr. on March 17, 1988 to represent him in a personal injury case. Armando Sierra, Jr. failed to provide any substantive legal services, and did not keep Mr. Rocha informed about the status of the case or respond to his repeated requests for information.

(2) Armando Sierra, Jr. acknowledges that by his actions he has violated Rule 1.01 (b) (1) & (2); and Rule 1.03 (a) & (b); of the Texas Disciplinary Rules of Professional Conduct.

17. Findings of Fact: Manuel Betancourt Complaint S3049300387

(1) Mr. Manuel Betancourt hired Armando Sierra, Jr. in

September, 1990, to represent him in a personal injury case. Armando Sierra, Jr. received an \$18,000.00 settlement in the case and endorsed the settlement check with Mr. Betancourt's name, but would not allow Mr. Betancourt to see the actual settlement check.

(2) Armando Sierra, Jr. retained more than \$3,000.00 of the settlement funds to pay Mr. Betancourt's outstanding medical bills, however, Armando Sierra, Jr. never disbursed the funds to the medical providers as he represented to Mr. Betancourt he would do, nor did he return the funds to Mr. Betancourt.

(3) Armando Sierra, Jr. acknowledges that by his conduct he has violated Rule 1.14 (a) & (b); and Rule 8.04 (a) (3); of the Texas Disciplinary Rules of Professional Conduct.

18. Findings of Fact: Leroy Anaya Complaint S3049300397

(1) Mr. Leroy Ana hired Armando Sierra, Jr. on December 11, 1992, to represent him in a wrongful discharge case, and paid Armando Sierra, Jr. a \$100.00 retainer fee. During the period of representation, Armando Sierra, Jr. performed no legal services, and failed to respond to Mr. Anaya's frequent requests for information regarding the status of his case.

(2) In February, 1993, Mr. Anaya discharged Armando Sierra, Jr. from further legal representation and requested the return of the unearned portion of the retainer. Armando Sierra, Jr. failed to return any unearned portion of the retainer.

(3) Armando Sierra, Jr. acknowledges that by his conduct he has violated Rule 1.01 (b) (1); Rule 1.03 (a); and Rule 1.15 (d);

of the Texas Disciplinary Rules of Professional Conduct.

19. Findings of Fact: Ignacio Saucedo Complaint S3049300408

(1) Mr. Ignacio Saucedo, Jr. hired Armando Sierra, Jr. in November, 1991, to represent him in a personal injury claim. In June, 1992, Armando Sierra, Jr. received a settlement in the amount of \$20,000.00, and withheld \$1,762.00 from the settlement funds in order to pay Mr. Saucedo's outstanding medical bills. Armando Sierra, Jr. never disbursed the funds to the medical providers as he represented to Mr. Saucedo he would do, nor did he return the funds to Mr. Saucedo.

(2) At the time of the settlement, Armando Sierra, Jr. failed to promptly disburse to Mr. Saucedo his portion of the settlement funds. Armando Sierra, Jr. gave Mr. Saucedo several partial payments, but failed to disburse the remaining balance owed to him of \$8,000.00.

(3) Armando Sierra, Jr. acknowledges that by his conduct he has violated Rule 1.14 (a) (b) & (c); and Rule 8.04 (a) (3); of the Texas Disciplinary Rules of Professional Conduct.

(4) Armando Sierra, Jr. further acknowledges that restitution is owed to Ignacio Saucedo in the amount of \$8,000.00.

20. Findings of Fact: Norma Carole Hughey Complaint S3049300409

(1) Ms. Norma Carole Hughey hired Armando Sierra, Jr. on January 13, 1990, to represent her son in a personal injury case. In July 1991, Armando Sierra, Jr. settled the case for \$9,250.00

and retained \$650.00 from the settlement to pay the outstanding medical bills. Armando Sierra, Jr. failed to disburse the funds to the medical providers as he represented to Ms. Hughey he would do, nor did he return the retained funds to Ms. Hughey.

(2) Armando Sierra, Jr. acknowledges that by his conduct he has violated Rule 1.14 (a) & (b); and Rule 8.04 (a) (3); of the Texas Disciplinary Rules of Professional Conduct.

(3) Armando Sierra, Jr. further acknowledges that restitution is due to Norma Carole Hughey in the amount of \$650.00.

21. Findings of Fact: Ana Florencia Perez Complaint S3049300410

(1) Ms. Ana Florencia Perez hired Armando Sierra, Jr. in February, 1991, to represent her in a personal injury claim. Armando Sierra, Jr. settled the case in December, 1992, and withheld \$594.25 from the settlement funds to pay Ms. Perez' medical bills. Armando Sierra, Jr. failed to disburse the funds to the medical providers as he represented he would do, nor did he return the retained funds to Ms. Perez with an accounting.

(2) Armando Sierra, Jr. acknowledges that by his conduct he has violated Rule 1.14 (a) & (b); and Rule 8.04 (a) (3); of the Texas Disciplinary Rules of Professional Conduct.

(3) Armando Sierra, Jr. further acknowledges that restitution is due to Ana Florencia Perez in the amount of \$594.25.

22. Findings of Fact: Martin Del Olmo Complaint S3049300411

(1) Mr. Martin Del Olmo hired Armando Sierra, Jr. on October

9, 1992 to represent him in two (2) DWI cases. Mr. Del Olmo paid Armando Sierra, Jr. \$1,3500.00 towards a total fee of \$2,000.00. Armando Sierra, Jr. failed to perform any substantive legal services in the case, and Mr. Del Olmo later discharged Armando Sierra, Jr. from further representation.

(2) Upon discharge, Mr. Del Olmo demanded the return of any unearned portion of the fee and his case file, but Armando Sierra, Jr. never returned the file or any portion of the fees. Mr. Del Olmo hired new counsel to represent him and incurred additional attorney's fees and expenses.

(3) Armando Sierra, Jr. acknowledges that by his conduct he has violated Rule 1.01 (b) (1) & (2); and Rule 1.15 (d); of the Texas Disciplinary Rules of Professional Conduct.

(4) Armando Sierra, Jr. further acknowledges that restitution is due to Martin Del Olmo in the amount of \$1,350.00.

23. Findings of Fact: Blanca Estela Campa Complaint S3059300415

(1) Ms. Blanca Estela Campa hired Armando Sierra, Jr. on September 13, 1990, to represent her in a personal injury case. In September 1991, Armando Sierra, Jr. received a \$12,500.00 settlement and withheld \$890.94 from the settlement funds to pay Ms. Campa's outstanding medical bills. Armando Sierra, Jr., however, failed to disburse the funds to Ms. Campa's medical providers as he had represented he would to, nor did he ever return the retained funds to Ms. Campa.

(2) Armando Sierra, Jr. acknowledges that by his conduct he

violated Rule 1.14 (a) & (b); and Rule 8.04 (a) (3); of the Texas Disciplinary Rules of Professional Conduct.

(3) Armando Sierra, Jr. further acknowledges that restitution is due to Blanca Estela Campa in the amount of \$890.94.

24. Findings of Fact: Humberto Pasillas Complaint S3059300416

(1) Mr. and Mrs. Humberto Pasillas hired Armando Sierra, Jr. on June 14, 1991, to file suit against a construction company for breach of contract. Armando Sierra, Jr. filed suit on or about April 4, 1992, but failed to provide any substantive legal services thereafter. Armando Sierra, Jr. failed to appear for scheduled hearings, including a dismissal hearing on February 12, 1993, and the case was dismissed for want of prosecution.

(2) During the period of representation, Armando Sierra, Jr. failed to keep the Pasillas informed about the status of the case, the setting of court hearings, or the eventual dismissal of the case.

(3) Armando Sierra, Jr. acknowledges that by his conduct he has violated Rule 1.01 (b) (1) & (2); and Rule 1.03 (a); of the Texas Disciplinary Rules of Professional Conduct.

25. Findings of Fact: Jose Villasenor Complaint S3059300420

(1) Mr. Jose Villasenor hired Armando Sierra, Jr. in July, 1989 to represent him in a personal injury claim. Armando Sierra, Jr. handled Mr. Villasenor's case between 1989 and 1993, but failed to do any substantive legal work on the case and allowed the

statute of limitations to expire without ever filing suit.

(2) During the period of representation, Armando Sierra, Jr. failed to respond to Mr. Villasenor's repeated requests for information regarding the status of the case, and did not explain matters to him or keep him reasonably informed in order to allow Mr. Villasenor to make decisions regarding representation.

(3) Armando Sierra, Jr. acknowledges that by his conduct he has violated Rule 1.01 (b) (1) & (2) and Rule 1.03 (a) & (b), of the Texas Disciplinary Rules of Professional Conduct.

26. Findings of Fact: Ramond Lee Keyser Complaint S3059300424

(1) Mr. Raymond Lee Keyser hired Armando Sierra, Jr. on September 24, 1992, to represent him in a personal injury case. Mr. Keyser received P.I.P. proceeds in the amount of \$5,000.00, and gave Armando Sierra, Jr. the entire amount for the payment of Mr. Keyser's outstanding medical bills. Armando Sierra, Jr. did not disburse the fund to the medical providers as he represented he would do, and instead, Armando Sierra, Jr. kept the money for his own personal use.

(2) Armando Sierra, Jr. violated Rule 1.14 (a) & (b); and Rule 8.04 (a) (3) of the Texas Disciplinary Rules of Professional Conduct.

(3) Armando Sierra, Jr. acknowledges that restitution is due to Ramond Lee Keyser in the amount of \$5,000.00.

27. Findings of Fact: Esther Rodriguez Complaint S3059300427

(1) Ms. Esther Rodriguez hired Armando Sierra, Jr. on February 12, 1992, to represent her in a personal injury case. On or about September 9, 1992, Armando Sierra, Jr. received a settlement of \$15,000.00. (?), and retained \$3,326.00 from the settlement funds to pay Ms. Rodriguez' outstanding medical bills. Armando Sierra, Jr. never disbursed the funds to the medical providers as he had represented to Ms. Rodriguez he would do, nor did Armando Sierra, Jr. ever return the retained funds to Ms. Rodriguez.

(2) Armando Sierra, Jr. violated Rule 1.14 (a) & (b); and Rule 8.04 (a) (3); of the Texas Disciplinary Rules of Professional Conduct.

(3) Armando Sierra, Jr. acknowledges that restitution is due to Ms. Esther Rodriguez in the amount of \$3,326.00.

28. Findings of Fact: Kevin Pierce Complaint S3059300429

(1) Mr. Kevin Pierce hire Armando Sierra, Jr. on April 28, 1992 to represent him in a child support matter, and gave Armando Sierra, Jr. a retainer of \$500.00. Thereafter, Armando Sierra, Jr. failed to perform any substantive legal services in the case, and failed to respond to Mr. Pierce's numerous requests for information in the case.

(2) Mr. Pierce grew dissatisfied with Armando Sierra, Jr.'s representation, and discharged Armando Sierra, Jr. from further representation and demanded the return of his case file and any unearned portion of the retainer. Armando Sierra, Jr., however,

failed to withdraw from representation and did not comply with requests to return the unearned portion of the retainer or case file.

(3) Armando Sierra, Jr. acknowledges that by his conduct he has violated Rule 1.01 (b) (1) & (2); Rule 1.03 (a); and Rule 1.15 (d); of the Texas Disciplinary Rules of Professional Conduct.

(4) Armando Sierra, Jr. further acknowledges that restitution is due to Kevin Pierce in the amount of \$500.00.

29. Findings of Fact: Feliciano Cordova Complaint S3069300436

(1) Mr. Feliciano Cordova hired Armando Sierra, Jr. in August, 1991, to represent him in a personal injury case. In approximately August or September, 1992, Armando Sierra, Jr. received a settlement in the approximate amount of \$19,000.00. Armando Sierra, Jr. withheld \$754.25 from the settlement funds in order to pay Mr. Cordova's outstanding medical bills. Armando Sierra, Jr. never disbursed the funds to the medial providers as he had represented to Mr. Cordova he would do, nor did he ever return any of the retained funds to Mr. Cordova.

(2) Armando Sierra, Jr. acknowledges that by his conduct he has violated Rule 1.14 (a) & (b); and Rule 8.04 (a) (3); of the Texas Disciplinary Rules of Professional Conduct.

(3) Armando Sierra, Jr. further acknowledges that State Bar attorney's fees are due in the amount of \$3,000.00 for the investigation and hearing of this complaint.

(4) Armando Sierra, Jr. further acknowledges that restitution

is due to Feliciano Cordova in the amount of \$754.25.

30. Findings of Fact: Eduardo Zepeda Complaint S3069300446

(1) Mr. Eduardo Zepeda hired Armando Sierra, Jr. on July 1, 1992, to represent his son and daughter in a criminal matter, and gave Armando Sierra, Jr. \$70,000.00 for his legal services. Armando Sierra, Jr. promised Mr. Zepeda that he would have the pair freed and the charges dropped within one (1) month. Armando Sierra, Jr. failed to deposit the funds into his trust account as required, and deposited the entire sum into his office operating account.

(2) Armando Sierra, Jr. never contacted the clients in jail, and performed no substantive legal work in the case. Mr. Zepeda discharged Armando Sierra, Jr. from further representation and requested the return of the unearned portion of the retainer. Armando Sierra, Jr. never returned the unearned portion of the retainer, and instead, kept the entire sum for his own personal use.

(3) Armando Sierra, Jr. acknowledges that by his conduct he has violated Rule 1.14 (a) & (b); Rule 1.15 (d); and Rule 8.04 (a) (3); of the Texas Disciplinary Rules of Professional Conduct.

(4) Armando Sierra, Jr. further acknowledges that restitution is due to Eduardo Zepeda in the amount of \$70,000.00.

31. Findings of Fact: Gary Barbee Complaint S3069300465

(1) Mr. and Mrs. Gary Barbee hired Armando Sierra, Jr. in February, 1992 to represent their daughter-in-law in an immigration

matter, and paid Armando Sierra, Jr. \$500.00 for his services. Armando Sierra, Jr. assured the Barbees that he would assist them with the case, but failed to provide any substantive legal work in the matter and abandoned representation of the case.

(2) During the period of representation, Armando Sierra, Jr. failed to communicate with the Barbees, or respond to their repeated requests for information about the status of the case.

(3) Armando Sierra, Jr. acknowledges that by his conduct he has violated Rule 1.01 (b) (1) & (2); Rule 1.03 (a); and Rule 8.04 (a) (3); of the Texas Disciplinary Rules of Professional Conduct.

(4) Armando Sierra, Jr. further acknowledges that restitution is due to Mr. and Mrs. Gary Barbee in the amount of \$500.00.

(5) Armando Sierra, Jr. further acknowledges that State Bar attorney's fees are due in the amount of \$250.00, for the investigation and hearing of this complaint.

31. Findings of Facts: Maria Avelar Complaint S3069300467

(1) Ms. Maria Avelar hired Armando Sierra, Jr. on May 27, 1988 to represent her in a personal injury case. Thereafter, Armando Sierra, Jr. failed to do any work on the case, never filed suit on Ms. Avilar's behalf, and abandoned representation of the case.

(2) Armando Sierra, Jr. acknowledges that by his conduct he has violated Rule 1.01 (b) (1) & (2); of the Texas Disciplinary Rules of Professional Conduct.

(3) Armando Sierra, Jr. acknowledges that State Bar

attorney's fees are due in the amount of \$250.00 for the investigation and hearing of this complaint.

32. Findings of Fact: Robert Laca Complaint S3069300481

(1) Mr. Robert Laca hired Armando Sierra, Jr. on February 19, 1990 to apply for and represent him in a bond reduction hearing. Mr. Laca paid Armando Sierra, Jr. a fee of \$1,000.00, and was assured by Armando Sierra, Jr. that he would immediately begin work on the case. Armando Sierra, Jr., however, failed to seek a bond reduction hearing for Mr. Laca, and never advised Mr. Laca that he had failed to do so.

(3) Armando Sierra, Jr. acknowledges that by his conduct he has violated Rule 1.01 (b) (1) & (2); Rule 1.03 (a); and Rule 8.04 (a) (3); of the Texas Disciplinary Rules of Professional Conduct.

(4) Armando Sierra, Jr. further acknowledges that restitution is due to Mr. and Robert Laca in the amount of \$1000.00.

(5) Armando Sierra, Jr. further acknowledges that State Bar attorney's fees in the amount of \$250.00 are due for the investigation and hearing of this complaint.

33. Findings of Fact: Eduardo Carrasco Complaint S3069300484

(1) Mr. Eduardo Carrasco hired Armando Sierra, Jr. in September, 1991 to represent him in a worker's compensation case. Armando Sierra, Jr. performed no work in the matter and did not communicate with Mr. Carrasco regarding the status of the case, or respond to Mr. Carrasco's repeated requests for information about

his case.

(2) Armando Sierra, Jr. acknowledges that by his conduct he has violated Rule 1.01 (b) (1) & (2); and Rule 1.03 (a); of the Texas Disciplinary Rules of Professional Conduct.

(3) Armando Sierra, Jr. further acknowledges that State Bar attorney's fees in the amount of \$250.00 are due for the investigation and hearing of this complaint.

34. Findings of Fact: Ashok Puranik Complaint S3089300508

(1) Mr. Ashok G. Puranik hired Armando Sierra, Jr. on December 12, 1992, to represent him in a personal injury case. Armando Sierra, Jr. received a settlement in the case in June 1992, and disbursed \$2,500.00 to Mr. Puranik as his portion of the settlement funds. Armando Sierra, Jr., however, never informed Mr. Puranik of the total settlement amount, and did not provide him with a settlement statement or other accounting of the funds.

(2) Armando Sierra, Jr. withheld an unknown sum from the settlement funds for the payment of Mr. Puranik's outstanding medical bills, but never disbursed any funds to the medical providers, nor did he ever return the retained funds to Mr. Puranik.

(3) Armando Sierra, Jr. acknowledges that by his conduct he has violated Rule 1.14 (a) & (b); and Rule 8.04 (a) (3); of the Texas Disciplinary Rules of Professional Conduct.

(4) Armando Sierra, Jr. acknowledges that State Bar attorney's fees in the amount of \$300.00 are due for the

investigation and hearing of this complaint.

35. Findings of Fact: Maria Contreras Complaint S3109300579

(1) Maria Contreras hired Armando Sierra, Jr. in September, 1990 to represent her in a personal injury case. In April, 1991, Armando Sierra, Jr. received a settlement in the amount of \$9,000.00, and withheld \$848.50 from the settlement funds for the payment of Ms. Contreras' outstanding medical bills. Armando Sierra, Jr. never disbursed the funds to the medical providers as he had represented he would do, nor did he ever return the retained funds to Ms. Contreras.

(2) Armando Sierra, Jr. acknowledges that by his conduct he has violated Rule 1.14 (a) & (b); and Rule 8.04 (a) (3), of the Texas Disciplinary Rules of Professional Conduct.

(3) Armando Sierra, Jr. acknowledges that State Bar attorney's fees are due in the amount of \$500.00 for the investigation and hearing of this complaint.

(4) Armando Sierra, Jr. further acknowledges that restitution is due to Maria Contreras in the amount of \$848.50.

36. Findings of Fact: Manuel & Rosie Ceja Complaint S3109300581

(1) Manuel and Manuel Ceja hired Armando Sierra, Jr. in June, 1983 to represent them in an eviction matter. Between 1983 and 1993, Armando Sierra, Jr. neglected the case and failed to provide any substantive legal services.

(2) Throughout the period of representation, Armando Sierra,

Jr. deceived and made misrepresentations to Mr. and Mrs. Ceja regarding the work performed and the status of the case. Armando Sierra, Jr. advised Mr. and Mrs. Ceja that the case remained pending, and all that was needed to finalize the case was to get it set for hearing. Armando Sierra, Jr. deceived and misrepresented to Mr. and Mrs. Ceja that their lawsuit was on the court docket.

(3) Armando Sierra, Jr. acknowledges that by his conduct he has violated Rule 8.04 (a) (3), of the Texas Disciplinary Rules of Professional Conduct.

(4) Armando Sierra, Jr. further acknowledges that State Bar attorney's fees are due in the amount of \$500.00 for the investigation and hearing of this complaint.

37. Findings of Fact: Jose Silva-Barrios Complaint S30109300590

(1) Jose Silva-Barrios hired Armando Sierra, Jr. in November, 1991 to represent him in a personal injury case. Armando Sierra, Jr. received three

(3) P.I.P. checks totalling \$5,005.00, for coverage of Mr. Barrios' medical treatment and lost wages. The P.I.P. checks, of which two (2) were for medical treatment in the amount of \$4,197.50 and one (1) was for \$807.50 to cover 80% of Mr. Barrios's lost wages, were payable to both Mr. Barrios and Armando Sierra, Jr. as his attorney.

(2) Both Mr. Barrios and Armando Sierra, Jr. signed the checks and Armando Sierra, Jr. kept all three checks promising Mr. Barrios that he would pay all outstanding medical expenses, and

would promptly disburse the lost wages check to Mr. Barrios. Armando Sierra, Jr. failed to pay the medical bills and also failed to give Mr. Barrios his lost wages check. Armando Sierra, Jr. did not deposit the checks in his trust account for safekeeping.

(3) Armando Sierra, Jr. acknowledges that by his conduct he has violated Rule 1.14 (a) & (b); and Rule 8.04 (a) (3), of the Texas Disciplinary Rules of Professional Conduct.

(4) Armando Sierra, Jr. further acknowledges that State Bar attorney's fees in the amount of \$500.00 are due for the investigation and hearing of this complaint.

(5) Armando Sierra, Jr. further acknowledges that restitution is due to Jose Silva-Barrios in the amount of \$5,005.00.

38. Findings of Fact: Lucy Terrazas Complaint, Cause No. 92-11655

(1) Ms. Sotera Ramos Gonzalez hired Armando Sierra, Jr. in June or July of 1989 to represent her in the recovery of sums owed and unpaid on a promissory note executed by Patsy Tipton. Thereafter, Armando Sierra, Jr. either (1) delegated responsibility for the matter to a nonlawyer employee, Mr. Robert Stiplin and/or failed to adequately supervise Mr. Stiplin in his handling of the matter; and/or (2) intentionally neglected Ms. Gonzalez' legal matter, despite receiving telephonic inquiries from his client regarding the status of the matter.

(2) In approximately September, 1991, Lucy O. Terrazas contacted Armando Sierra, Jr. on behalf of Ms. Gonzalez. Ms. Terrazas was referred by Armando Sierra, Jr. to Mr. Striplin. On

or about September 30, 1991, Ms. Terrazas and Ms. Gonzalez met Mr. Striplin at Armando Sierra, Jr.'s law firm where a power of attorney was drafted and prepared by Mr. Striplin and/or Armando Sierra, Jr., and was executed by Ms. Gonzalez. The power of attorney granted Ms. Terrazas the general power to act as attorney-in-fact for Ms. Gonzalez. Thereafter, Ms. Terrazas made several attempts to contact Armando Sierra, Jr. and determine the status of Ms. Gonzalez' case, but each time was referred to Mr. Striplin. Armando Sierra, Jr. performed little or no legal services in the case between the time of hire and the time Ms. Terrazas began her inquiries in September, 1991.

(3) In approximately September, 1991, Mr. Striplin indicated to Ms. Terrazas that the Tiptons were on the verge of filing for bankruptcy. As a result of receiving little or no information regarding progress on the case, Ms. Terrazas, in October 1991, sought the return of the Gonzalez file from Armando Sierra, Jr., but was advised that the file was lost. Subsequently, Ms. Gonzalez went in person to Armando Sierra, Jr.'s office and attempted to retrieve her file, but was also told that the file was lost. In approximately January, 1992, Ms. Terrazas again contacted Armando Sierra, Jr. and was referred to Ms. Striplin, who informed Ms. Terrazas that the Tiptons had filed for bankruptcy in or around December of 1991. Ms. Terrazas again sought and finally obtained Gonzalez's file.

(4) Armando Sierra, Jr. acknowledges that by his actions he has violated Disciplinary Rules 1-102(A)(6), 3-101(A), 6-101(A)(3)

of the Texas Code of Professional Responsibility, and Rule 1.01(b)(1), Rule 1.03(a), Rule 5.03 (a), Rule 5.03 (b)(1) and Rule 5.05 (2) of the Texas Disciplinary Rules of Professional Conduct.

39. Findings of Fact: Chuca Complaint, Cause No. 92-11655

(1) On or about March 8, 1990, Armando Sierra, Jr. was retained by Manuel Diaz Chuca to represent him in connection with worker's compensation claims against Island Dairies and Livestock Company.

(2) On or about December 6, 1990, during negotiations with the insurance carrier's adjuster and Mr. Chuca, Armando Sierra, Jr. conveyed to Mr. Chuca a settlement offer, making statements which were false or misleading regarding information Armando Sierra, Jr. had received from Mr. Chuca's treating physician regarding Mr. Chuca's injuries and prognosis in order to induce Mr. Chuca to accept the settlement offer. Mr. Chuca rejected the settlement offer, indicating to Armando Sierra, Jr. that he did not believe the settlement offer to be sufficient in view of his injuries and condition.

(3) Despite being told that Mr. Chuca would not accept the settlement offer, Armando Sierra, Jr., who knew that Mr. Chuca could not read the English language, proffered to Mr. Chuca for execution a Compromise Settlement Agreement reflecting the settlement offer, and representing to Mr. Chuca that it was alright to sign the paper as it represented only a partial payment and that more money would be forthcoming. Mr. Chuca, in reliance upon

Armando Sierra, Jr.'s false representations regarding the legal effect of the document, executed the settlement agreement.

(4) Armando Sierra, Jr. further represented to Mr. Chuca that he would thereafter be pursuing a cause of action for wrongful termination against Island Dairies as Mr. Chuca had been terminated by Island Dairies by reason of his injuries.

(5) Respondent asserted that the check pertaining to the paperwork executed by Mr. Chuca would take approximately one (1) month to come in. Mr. Chuca asked for an advance on the proceeds of the check, and was given a check in the amount of Five Hundred and no/100 (\$500.00) Dollars, which Mr. Chuca attempted to cash, only to learn that there was insufficient money in the account on which it was drawn to cover the check.

(6) Subsequently, Armando Sierra, Jr. received the settlement check contemplated by the settlement agreement, endorsed Mr. Chuca's name to the check without authority or consent to do so, negotiated the settlement check, and deposited the proceeds of the check in an account owned, claimed by, or subject to the control of Armando Sierra, Jr. Mr. Chuca learned from Ms. Elvira Bell, a nonlawyer acquaintance of Armando Sierra, Jr., that the check had been received and endorsed by Armando Sierra, Jr.

(7) During the ensuing weeks, Mr. Chuca attempted on a number of occasions to obtain his portion of the settlement proceeds. Armando Sierra, Jr. did not account in writing for the settlement proceeds; rather, he made incremental advances to Mr. Chuca, asserting that he could not pay the full amount because the check

had not yet cleared at the bank, a statement which was false when made and which was made by Armando Sierra, Jr. to appease Mr. Chuca regarding the fact that the full amount to which he was entitled had not yet been paid.

(8) Among the advances was a payment of Two Thousand Three Hundred and no/100 (\$2,300.00) Dollars by check drawn on an account owned, held, claimed by, or subject to the control of Armando Sierra, Jr., which, when presented for payment by Mr. Chuca, was not cashed by reason of insufficient funds in the account to cover the check. Mr. Chuca returned to Armando Sierra, Jr.'s office with the check and waited a number of hours to meet with Armando Sierra, Jr. and relay to him that the bank would not honor the check. Armando Sierra, Jr. sent Mr. Chuca with Armando Sierra, Jr.'s accountant, Tomas Rios, to the bank with another check to obtain the funds. Armando Sierra, Jr. represented to Mr. Chuca that this payment represented payment in full of the monies owed Mr. Chuca. Mr. Chuca questioned this, asserting that he was still owed another One Thousand and no/100 (\$1,000.00) Dollars. Armando Sierra, Jr. said that One Thousand and no/100 (\$1,000.00) Dollars had been paid by Armando Sierra, Jr. to Ms. Bell by reason of Ms. Bell's referral of Mr. Chuca to Armando Sierra, Jr. Mr. Chuca neither authorized nor approved the payment to Ms. Bell.

(9) Mr. Chuca thereafter, heard nothing further from Armando Sierra, Jr. regarding Armando Sierra, Jr.'s supposed pursuit of the cause of action for wrongful discharge against Island Dairies on behalf of Mr. Chuca nor anything further regarding additional

monies to be received on the worker's compensations claims.

(10) Armando Sierra, Jr. acknowledges that by his actions he has violated Rule 1.01 (b) (1); Rule 1.03 (a); Rule 1.03 (b); Rule 1.04 (d); Rule 1.14 (a) (b) & (c); Rule 5.03 (a); Rule 5.03 (b) (1); Rule 5.04 (a); and Rule 8.04 (a) (3); of the Texas Disciplinary Rules of Professional Conduct.

III.

Based on the foregoing findings of fact, the Commission concludes as a matter of law that Armando Sierra, Jr. committed professional misconduct by violating Rule 1.01 (b) (1); Rule 1.03 (a); Rule 1.03 (b); Rule 1.04 (d); Rule 1.14 (a) (b) & (c); Rule 5.03 (a); Rule 5.03 (b) (1); Rule 5.04 (a); and Rule 8.04 (a) (3); of the Texas Disciplinary Rules of Professional Conduct.

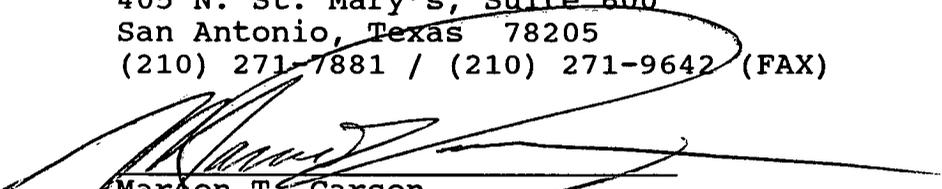
IV.

The Commission prays that the Court accept the resignation as an Attorney and Counselor of Law of Armando Sierra, Jr. and drop his name from the list of persons licensed to practice law in the State of Texas.

Respectfully submitted,

James M. McCormack
General Counsel

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ATTORNEYS FOR COMMISSION

CF6-19.PRI