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8 **ARIZONA SUPERIOR COURT**
9 **MARICOPA COUNTY**

10 PABLO GONZALEZ RIOS, individually,
11 Plaintiff,

12 v.

13 GIL C. NEGRETE AND TRINA M.
14 NEGRETE, husband and wife; LAW
15 OFFICES OF GIL NEGRETE, P.C., an
16 Arizona corporation; AZ HOMETOWN
17 LAW FIRM, P.C., an Arizona corporation;
18 GN ENTERPRISES PC, an Arizona
19 corporation; XYZ CORPORATIONS I-X,
20 XYZ PARTNERSHIPS I-X; and JOHN
21 DOES I-X and JANE DOES I-X,

22 Defendants.

Case No. CV2024-091459

ANSWER

(Assigned to Hon. Adam Driggs)

23 Answering the Complaint of Plaintiff Pablo Gonzalez Rios, Defendants Gil C.
24 Negrete and Trina M. Negrete, husband and wife, and GN Enterprises PC, fka AZ
25 Hometown Law Firm, P.C., fka Law Offices of Gil Negrete, P.C., admit, deny and
26 affirmatively allege as follows:

27 1. Responding to Paragraph 1, Defendants Gil Negrete and GN Enterprises
28 PC (“Defendants”) admit, on information and belief, the allegation therein.

2. Responding to Paragraph 2, Defendants lack knowledge or information
sufficient to form a belief as to the truth of the allegation therein because “[t]he incident”
is not defined in Paragraph 2.

3. Responding to Paragraph 3, Defendants lack knowledge or information
sufficient to form a belief as to the truth of the allegations therein because no facts are



1 stated in Paragraph 4 identifying the actions Defendants allegedly took or the Arizona
2 laws of which they allegedly availed themselves.

3 4. Responding to Paragraph 4, Defendants admit that Plaintiff's claims arise
4 from events that occurred in Maricopa County. They deny the remaining allegations in
5 Paragraph 4.

6 5. Responding to Paragraph 5, Defendants admit that Gil Negrete and Trina
7 Negrete are married, and that Trina Negrete has been named in the Complaint only
8 because of her status as Gil Negrete's spouse. They deny the remaining allegations in
9 Paragraph 5.

10 6. Responding to Paragraph 6, Defendants admit that GN Enterprises PC is an
11 Arizona corporation that before March 8, 2023 was known as AZ Hometown Law Firm
12 P.C. and before February 24, 2023 was known as Law Offices of Gil Negrete, P.C.
13 Defendants deny the remaining allegations in Paragraph 6.

14 7. Responding to Paragraph 7, Defendants deny the allegation therein.

15 8. Responding to Paragraph 8, Defendants admit the allegations therein.

16 9. Responding to Paragraph 9, Defendants admit only that the Complaint
17 names fictitious defendants.

18 10. Responding to Paragraph 10, Defendants admit the Court has jurisdiction.

19 11. Responding to Paragraph 11, Defendants admit the allegation therein.

20 12. Responding to Paragraph 12, Defendants admit the allegation therein.

21 13. Responding to Paragraph 13, Defendants admit the allegation therein.

22 14. Responding to Paragraph 14, Defendants admit that Plaintiff has, as
23 required by Rule 8(b)(2), alleged that his damages exceed the amount set forth in Rule
24 26.2(c)(3), and that Plaintiff alleges this case is subject to Tier III.

25 15. Responding to Paragraph 15, Defendants admit the allegations therein.

26 16. Responding to Paragraph 16, Defendants admit on information and belief
27 the allegation therein.

28

1 17. Responding to Paragraph 17, Defendants admit that Plaintiff and the Law
2 Offices of Gil Negrete, P.C. entered into a contingent fee agreement on or about August
3 11, 2021, pursuant to which the Law Offices of Gil Negrete, P.C. agreed to pursue
4 Plaintiff's claim to have suffered personal injuries from a June 23, 2021 automobile
5 accident that involved a Maricopa County employee. Defendants deny the remaining
6 allegations in Paragraph 17.

7 18. Responding to Paragraph 18, Defendants admit that Gil Negrete was
8 licensed to practice law and was engaged in the practice of law for a period of time. They
9 affirmatively allege that after April 10, 2023, Mr. Negrete has not engaged in the practice
10 of law. Defendants deny the remaining allegations in Paragraph 18.

11 19. Responding to Paragraph 19, Defendants admit that between August 11,
12 2021 and February 10, 2023, Gil Negrete provided legal services to Plaintiff, and
13 affirmatively allege that he did so directly or through employees and agents of the Law
14 Offices of Gil Negrete, P.C. Defendants deny the remaining allegations in Paragraph 19.

15 20. Responding to Paragraph 20, Defendants deny the allegation therein.

16 21. Responding to Paragraph 21, Defendants admit that Plaintiff entered into a
17 contingent fee agreement with the Law Offices of Gil Negrete, P.C. under which the firm
18 would receive a fee for providing legal services to Plaintiff. They deny the remaining
19 allegations in Paragraph 21.

20 22. Responding to Paragraph 22, Defendants admit that Plaintiff entered into a
21 contingent fee agreement with the Law Offices of Gil Negrete, P.C. under which the firm
22 agreed to provide legal services to Plaintiff. They deny the remaining allegations in
23 Paragraph 22.

24 23. Responding to Paragraph 23, Defendants admit that Plaintiff entered into a
25 contingent fee agreement with the Law Offices of Gil Negrete, P.C. pursuant to which an
26 attorney-client relationship between Plaintiff and the Law Offices of Gil Negrete, P.C.
27 was created.

28

1 24. Responding to Paragraph 24, Defendants admit that Gil Negrete, while
2 licensed to practice law and engaged in the practice of law, held himself out as a
3 competent lawyer, and affirmatively allege that after April 10, 2023 he did not engage in
4 the practice of law and did not hold himself out as a competent lawyer. They deny the
5 remaining allegations in Paragraph 24.

6 25. Responding to Paragraph 25, Defendants deny the allegations therein.

7 26. Responding to Paragraph 26, Defendants deny the allegations therein.

8 27. Responding to Paragraph 27, Defendants deny the allegation that Toby
9 Colbert received an email from Gil Negrete on January 11, 2021, and affirmatively allege
10 that on January 11, 2022, Mr. Colbert received an email from Jason Keller, a paralegal
11 whom the Law Offices of Gil Negrete, P.C. had designated as the Case Manager for
12 Plaintiffs' case, which stated "Toby, when I get in tomorrow I will send you a copy of the
13 Notice of Claim letter you served in the above referenced case. Thank you."

14 28. Responding to Paragraph 28, Defendants deny the allegation that Toby
15 Colbert received an email on January 12, 2021 to which a Notice of Claim dated
16 November 10, 2021 was attached, and affirmatively allege that on January 12, 2022, Mr.
17 Colbert received an email from Jason Keller to which a Notice of Claim dated November
18 21, 2021 was attached, and which stated: "Toby, This Notice of Claim is dated November
19 10th, as discussed, please advise at [sic] to your certificate of delivery. Thank you."
20 Defendants further affirmatively allege that, unbeknownst to Defendants, Mr. Keller had
21 created the Notice of Claim on January 12, 2022, shortly before he sent it to Mr. Colbert
22 by email, and that they first learned of Mr. Keller's actions after September 2023.

23 29. Responding to Paragraph 29, Defendants admit, on information and belief,
24 that on or about January 24, 2022 Mr. Colbert created and signed a Certificate of Delivery
25 in which Mr. Colbert stated, under penalty of perjury, that he had on "November 10, 2021
26 at 10:48 AM . . . hand delivered a NOTICE OF CLAIM to Dorene Stretar, Clerk of the
27 Board Specialist [sic] for Maricopa County Board of Supervisors," which was "hand
28 delivered at the address of 301 W Jefferson St 10th floor Phoenix, AZ 85003."

1 Defendants affirmatively allege, on information and belief, that the Certificate of Delivery
2 was created by Mr. Colbert at the direction of Jason Keller, without Defendants'
3 knowledge, and that Mr. Colbert gave Mr. Keller the Certificate of Delivery on or about
4 January 24, 2022. They further affirmatively allege that the Certificate of Delivery was
5 false, as the Notice of Claim dated November 10, 2021 had not been delivered to the
6 Maricopa County Board of Supervisors on November 10, 2021 and was not created by
7 Mr. Keller until January 12, 2022.

8 30. Responding to Paragraph 30, Defendants admit, on information and belief,
9 that on or about April 6, 2022, Paul Esparza, an employee of the Law Offices of Gil
10 Negrete, P.C., directed Jason Keller to send a copy of the Notice of Claim to an adjuster
11 for Maricopa County, and that the Notice of Claim was mailed to Maricopa County on
12 April 22, 2022 at Mr. Keller's request. Defendants lack knowledge or information
13 sufficient to form a belief as to the truth of the remaining allegations in Paragraph 30.

14 31. Responding to Paragraph 31, Defendants admit that on May 10, 2022,
15 Plaintiff's counsel Julio Zapata received by email a link to the file the Law Offices of Gil
16 Negrete, P.C. had maintained for Plaintiff's case. Defendants affirmatively allege Mr.
17 Zapata received the file because at the time he had a relationship with the Law Offices of
18 Gil Negrete, P.C. under which he regularly reviewed cases and for certain cases asked to
19 serve as trial counsel under a "co-counseling" relationship with the Law Offices of Gil
20 Negrete, P.C. Defendants further admit that the statutory deadline for a complaint to be
21 filed was June 23, 2022. Defendants affirmatively allege that the file Mr. Zapata received
22 contained the Notice of Claim that Jason Keller had created on January 12, 2022, and the
23 Certificate of Delivery Toby Colbert had created on January 24, 2022. Defendants further
24 affirmatively allege that at the time the file was shared with Mr. Zapata, they were
25 unaware that Mr. Keller and Mr. Colbert had created those false documents, and that a
26 Notice of Claim had not been served on November 10, 2021. Defendants deny the
27 remaining allegations in Paragraph 31.

28

1 32. Responding to Paragraph 32, Defendants admit that on June 30, 2022,
2 Plaintiff's counsel Julio Zapata caused the complaint attached to the Complaint as Exhibit
3 3, which was electronically signed by Mr. Zapata and Gil Negrete, to be filed in Maricopa
4 County Superior Court Case No. CV2022-092696. Defendants affirmatively allege that
5 they did not know at the time the complaint was filed that a Notice of Claim had not been
6 served on November 10, 2021.

7 33. Responding to Paragraph 33, Defendants admit that on August 15, 2022,
8 Defendant Maricopa County filed an Answer in Case No. CV2022-092696.

9 34. Responding to Paragraph 34, Defendants admit, on information and belief,
10 that Plaintiff's counsel Julio Zapata had discussions with attorneys from the Maricopa
11 County Attorney's Office, who were representing Maricopa County in Case No. CV2022-
12 092696, about the Certificate of Delivery, but they lack knowledge or information
13 sufficient to form a belief as to when those discussions occurred. Defendants
14 affirmatively allege that attorneys with the Maricopa County Attorney's Office have said
15 in a written statement that they asked Mr. Zapata to explain why Mr. Colbert's Certificate
16 of Delivery stated that he had hand delivered the Notice of Claim to Dorene Stretar on
17 November 10, 2021 on the 10th Floor of County Administration Building when: (i) Ms.
18 Stretar's job duties had changed as of that date and she was no longer accepting service
19 on behalf of the County; and (ii) the 10th Floor was closed for construction on November
20 10. Attorneys with the Maricopa County Attorney's Office further stated that, in response
21 to their inquiry, Mr. Zapata obtained from Mr. Colbert a First Amended Certificate of
22 Delivery which omitted Ms. Stretar's name and instead stated that he had "hand delivered
23 a NOTICE OF CLAIM to an authorized member at the front counter for Clerk of the
24 Board Specialist [sic] for Maricopa County Clerk Board of Supervisors" on November
25 10, 2021. The Amended Certificate stated, as did the original Certificate, that service had
26 been accomplished on the Tenth Floor of the County Administration Building.

27 35. Responding to Paragraph 35, Defendants lack knowledge or information
28 sufficient to form a belief as to the truth of the allegation therein. They affirmatively

1 allege that the Certificate of Delivery Mr. Colbert had created on January 24, 2022 was
2 in the file Plaintiff's counsel Julio Zapata received on May 10, 2022.

3 36. Responding to Paragraph 36, Defendants admit that on October 14, 2022,
4 attorneys with the Maricopa County Attorney's Office representing Maricopa County
5 filed a motion to dismiss in Case No. CV2022-092696 which alleged that the complaint
6 Plaintiff's counsel Julio Zapata had filed failed to allege that a Notice of Claim had been
7 timely served. They deny the remaining allegations in Paragraph 36.

8 37. Responding to Paragraph 37, Defendants admit that on October 14, 2022,
9 Plaintiff's counsel Julio Zapata filed in Case No. CV2022-092696 a Notice of Filing
10 Notice of Claim and Certificate of Delivery which attached those documents and said that
11 they "evidence[d] that the Notice of Claim was delivered to the County on November 10,
12 2021, which is within 180 days of the subject crash."

13 38. Responding to Paragraph 38, Defendants deny that the Notice of Claim
14 attached to the Notice of Claim and Certificate of Delivery "asserts damages" of \$500,000
15 and affirmatively allege that the Notice of Claim made a settlement offer of \$500,000.
16 Defendants deny that the Notice of Claim "is signed by Gil Negrete" and affirmatively
17 allege that when Jason Keller created the Notice of Claim on January 12, 2022 he used a
18 stamp to place Gil Negrete's signature on the Notice of Claim without Defendants'
19 knowledge.

20 39. Responding to Paragraph 39, Defendants admit on October 17, 2022,
21 Plaintiff's counsel Julio Zapata and attorneys from the Maricopa County Attorney's
22 Office filed a stipulation in Case No. CV2022-092696 which provided that Maricopa
23 County was vicariously liable for any proven negligence by its employee who was
24 involved in the car crash and that the employee would be dismissed as a defendant.

25 40. Responding to Paragraph 40, Defendants admit that on October 26, 2022,
26 the Court in Case No. CV2022-092696 entered an order granting a stipulation that
27 Plaintiff's counsel Julio Zapata and attorneys from the Maricopa County Attorney's
28 Office had filed to allow Plaintiff to file a First Amended Complaint. Defendants

1 affirmatively allege that Plaintiff's counsel Julio Zapata prepared and filed in Case No.
2 CV2022-092696 the First Amended Complaint, which was electronically signed by both
3 Mr. Zapata and Gil Negrete, and which stated, in Paragraph 16: "On November 10, 2021,
4 Plaintiff delivered a copy of his Notice of Claim to defendant Maricopa County Clerk of
5 Board of Supervisors. The process server delivered the Notice of Claim on November 10,
6 2021. A copy of the Notice of Claim and a copy of the Certificate of Delivery is on file
7 with the Court. See Notice of Filing Notice of Claim and Certificate of Delivery, dated
8 October 14, 2022." Defendants affirmatively allege that they did not know at the time
9 the First Amended Complaint was filed that a Notice of Claim had not been served on
10 November 10, 2021.

11 41. Responding to Paragraph 41, Defendants admit that on December 29, 2022,
12 attorneys from the Maricopa County Attorney's Office representing Maricopa County
13 filed in Case No. CV2022-092696 an answer to the First Amended Complaint. They
14 affirmatively allege that the answer denied that a Notice of Claim had been served on
15 November 10, 2021, as the First Amended Complaint alleged.

16 42. Responding to Paragraph 42, Defendants admit that on March 20, 2023,
17 Plaintiff's counsel Julio Zapata and attorneys from the Maricopa County Attorney's
18 Office filed in Case No. CV2022-092696 a Joint Report and Proposed Scheduling Order.
19 They affirmatively allege that the Joint Report identified Ruben Canastillo, an attorney
20 with the Law Offices of Gil Negrete, P.C., as Mr. Zapata's co-counsel, and that on
21 February 10, 2023, Mr. Zapata and Mr. Canastillo had filed a Notice of Substitution of
22 Counsel Within the Same Firm, substituting Mr. Canastillo for Gil Negrete as Mr.
23 Zapata's co-counsel.

24 43. Responding to Paragraph 43, Defendants admit that on April 10, 2023,
25 attorneys from the Maricopa County Attorney's Office representing Maricopa County
26 filed in Case No. CV2022-092696 a summary judgment motion, and affirmatively allege
27 that the motion argued, based on a declaration from Dorene Stretar, that a Notice of Claim
28 was never served. They further affirmatively allege that Ms. Stretar testified that she was

1 not served with and did not accept a Notice of Claim; she was promoted to a Management
2 Analyst on March 22, 2021, and her new job no longer included accepting service of
3 documents for the Board of Supervisors; and on November 10, 2021, the Clerk of the
4 Board's office was on the 7th floor of the County Administration Building because, for
5 several weeks before and after November 10, 2021, the 10th floor was closed for
6 renovation.

7 44. Responding to Paragraph 44, Defendants admit that on May 4, 2023,
8 Plaintiff's counsel Julio Zapata filed in Case No. CV2022-092696 a response to Maricopa
9 County's motion for summary judgment. They affirmatively allege that the response
10 stated, in part: "Pursuant to the Registered and Certified process server, the Notice of
11 Claim was timely delivered to Maricopa County. Any dispute to the contrary merely
12 creates a question of fact for which summary judgment is not appropriate." The response
13 did not reference the First Amended Certificate of Delivery Mr. Zapata had provided to
14 MCAO, and instead relied on the original Certificate of Delivery Mr. Zapata had filed in
15 Case No. CV2022-092696 on October 14, 2022.

16 45. Responding to Paragraph 45, Defendants admit that on May 23, 2024,
17 attorneys from the Maricopa County Attorney's Office representing Maricopa County
18 filed in Case No. CV2022-092696 a reply memorandum. Defendants affirmatively allege
19 that the reply acknowledged that there was a disputed question of fact about whether the
20 Notice of Claim had been served on November 10, 2021 and asked the court to set a jury
21 trial on that factual dispute.

22 46. Responding to Paragraph 46, Defendants admit that on June 26, 2023, the
23 court in Case No. CV2022-092696, after hearing oral argument on Maricopa County's
24 motion for summary judgment, scheduled a trial management conference for August 7,
25 2023 and a jury trial for August 15, 2023.

26 47. Responding to Paragraph 47, Defendants admit that Plaintiff's counsel Julio
27 Zapata sent an email to Gil Negrete and Toby Colbert on July 12, 2023 which stated that
28 a jury trial had been scheduled for August 15, 2023 and that they would need "to appear

1 and provide testimony regarding the events leading up to the Notice of Claim, the process
2 and procedures regarding same, and service of the Notice of Claim on Maricopa County.”
3 They further admit that the email attached a copy of the briefing on Maricopa County’s
4 motion for summary judgment and the Court’s order setting the trial schedule. They
5 further admit that the email concluded by stating: “Please confirm that you will appear to
6 provide testimony. I can send over a subpoena should you require one. Please advise.”
7 Defendants further affirmatively allege that they did not know at the time Gil Negrete
8 received Mr. Zapata’s email that a Notice of Claim had not been served on November 10,
9 2021.

10 48. Responding to Paragraph 48, Defendants admit that Gil Negrete responded
11 to Mr. Zapata’s email through an email dated July 13, 2023, which stated: “Julio, Please
12 direct any questions to my attorney, Geoff Sturr. I’ve copied him on this thread. Thank
13 you.” Defendants affirmatively allege that Mr. Zapata responded to Mr. Negrete’s email
14 by asking Mr. Sturr to call him, and that Mr. Zapata and Mr. Sturr spoke by telephone on
15 July 14, 2023.

16 49. Responding to Paragraph 49, Defendants admit the allegations therein.

17 50. Responding to Paragraph 50, Defendants lack knowledge or information
18 sufficient to form a belief as to the truth of the allegations therein.

19 51. Responding to Paragraph 51, Defendants admit that Toby Colbert signed
20 the declaration attached to the Complaint as Exhibit 7, and affirmatively allege, on
21 information and belief, that the declaration was prepared by Plaintiff’s counsel Julio
22 Zapata. They deny the remaining allegations in Paragraph 51 and expressly deny the
23 statements in Paragraphs 3, 4, 5, 7, 9, and 11 of the declaration attributed to or regarding
24 Gil Negrete. Defendants affirmatively allege that Mr. Colbert’s declaration fails to
25 discuss the First Amended Certificate of Delivery Mr. Zapata had obtained from him
26 when attorneys from the Maricopa County Attorney’s Office asked Mr. Zapata questions
27 about the original Certificate of Delivery.

1 52. Responding to Paragraph 52, Defendants admit that on July 24, 2023,
2 Plaintiff’s counsel Julio Zapata and attorneys from the Maricopa County Attorney’s
3 Office representing Maricopa County filed an Expedited Joint Request for Rule 16
4 Conference, Vacate Jury Trial and Address Declaration of Lonnell Colbert which stated,
5 in part, that “the parties request the Rule 16 conference to request what reasonable
6 remedial measures must be taken in light of the Declaration of Lonnell Colbert.”
7 Defendants affirmatively allege that Mr. Zapata had disclosed Mr. Colbert’s declaration
8 to attorneys from the Maricopa County Attorney’s Office through Plaintiff’s Third
9 Supplemental Disclosure Statement which Mr. Zapata served on July 17, 2023.

10 53. Responding to Paragraph 53, Defendants admit that on August 18, 2023,
11 attorneys from the Maricopa County Attorney’s Office representing Maricopa County
12 filed in Case No. CV2022-092696 a Motion for Reconsideration which stated that,
13 “[i]n light of process-server Lonnell Colbert’s declaration, filed on or about July 24, 2023,
14 stating among other things that he did not deliver a Notice of Claim to Maricopa County
15 on behalf of Plaintiff, there is no longer a material factual dispute concerning the
16 timeliness of Plaintiff’s Notice of Claim.” Defendants deny the allegation in Paragraph
17 53 that Maricopa County sought reconsideration “because Gil Negrete did not timely
18 serve a Notice of Claim.”

19 54. Responding to Paragraph 54, Defendants admit that on September 3, 2023,
20 Plaintiff’s counsel Julio Zapata filed Plaintiff’s Response to Maricopa County’s Motion
21 for Reconsideration which stated that Mr. Zapata had reviewed the Notice of Claim and
22 Certificate of Delivery on May 10, 2022, that on May 4, 2023 he had filed a response to
23 Maricopa County’s motion for summary judgment in reliance on the Certificate of
24 Delivery, that he learned for the first time on July 15, 2023 that the Certificate of Delivery
25 was false, and concluded as follows: “In light of Mr. Colbert’s sworn statement dated
26 July 16, 2023, Plaintiff requests that the October 14, 2022 *Notice of Claim and Certificate*
27 *of Delivery* along with supporting exhibits (Notice of Claim and Certificate of Delivery)
28 be withdrawn as a remedial measure pursuant to Ethical Rule 3.3 Any other reference to

1 the Notice of Claim and Certificate of Delivery should be withdrawn as well consistent
2 with Ethical Rule 3.3”

3 55. Responding to Paragraph 55, Defendants admit the allegations therein.

4 56. Responding to Paragraph 56, Defendants deny the allegations therein.

5 57. Responding to Paragraph 57, Defendants admit the allegation therein.

6 58. Responding to Paragraph 58, Defendants admit the quoted language
7 appears in the cited document.

8 59. Responding to Paragraph 59, Defendants admit that as a result of the court
9 in Case No. CV2022-092696 granting Maricopa County’s motion for summary judgment,
10 Plaintiff was not able to attempt to prove that Maricopa County was responsible for
11 personal injuries he allegedly suffered as a result of the June 23, 2021 automobile
12 accident.

13 60. Responding to Paragraph 60, Defendants deny the allegation therein.

14 61. Responding to Paragraph 61, Defendants admit that Defendants were
15 negligent in failing to ensure that a Notice of Claim was timely served and that as a result
16 of the court in Case No. CV2022-092696 granting Maricopa County’s motion for
17 summary judgment, Plaintiff was not able to attempt to prove that Maricopa County was
18 responsible for personal injuries he allegedly suffered as a result of the June 23, 2021
19 automobile accident.

20 62. Responding to Paragraph 62, Defendants deny the allegations therein.

21 63. Responding to Paragraph 63, Defendants incorporate by reference
22 Paragraphs 1 through 62 of this Answer.

23 64. Responding to Paragraph 64, Defendants admit the allegations therein.

24 65. Responding to Paragraph 65, Defendants admit only that they were
25 negligent in failing to ensure that a Notice of Claim was timely served.

26 66. Responding to Paragraph 66, Defendants admit only that they were
27 negligent in failing to ensure that a Notice of Claim was timely served.

28 67. Responding to Paragraph 67, Defendants deny the allegations therein.

1 68. Responding to Paragraph 68, Defendants deny the allegations therein.

2 69. Responding to Paragraph 69, Defendants deny the allegations therein.

3 70. Responding to Paragraph 70, Defendants admit only that they were
4 negligent in failing to ensure that a Notice of Claim was timely served.

5 71. Responding to Paragraph 71, Defendants admit that they had an attorney-
6 client relationship with Plaintiff that began on August 11, 2021, that Gil Negrete’s
7 attorney-client relationship with Plaintiff ended on February 10, 2023, and that Plaintiff’s
8 attorney-client relationship with the Law Offices of Gil Negrete, P.C. ended on or before
9 May 3, 2023 when Plaintiff’s counsel Julio Zapata became Plaintiff’s sole attorney in
10 Case No. CV2022-092696.

11 72. Responding to Paragraph 72, Defendants admit only that they were
12 negligent in failing to ensure that a Notice of Claim was timely served.

13 73. Responding to Paragraph 73, Defendants deny the allegation therein.

14 74. Responding to Paragraph 74, Defendants deny the allegation therein.

15 75. Responding to Paragraph 75, Defendants admit that in Case No. CV2022-
16 092696, Plaintiff alleged that a result of the negligence of a Maricopa County employee
17 on June 21 2021 in causing an automobile accident he had experienced personal injuries
18 and incurred expenses for medical care and treatment.

19 76. Responding to Paragraph 76, Defendants deny the allegations therein.

20 77. Responding to Paragraph 77, Defendants deny the allegations therein.

21 78. Responding to Paragraph 78, Defendants lack knowledge or information
22 sufficient to form a belief as to the truth of the allegation therein.

23 79. Responding to Paragraph 79, Defendants deny the allegations therein.

24 80. Responding to Paragraph 80, Defendants admit that, in order to sustain his
25 claim for legal malpractice, Plaintiff must prove that, but for Defendants’ failure to ensure
26 that a Notice of Claim was timely served, Plaintiff would have received in Case No.
27 CV2022-092696 an award of damages for the personal injuries and incurred expenses for
28 medical care and treatment proximately caused by the Maricopa County employee

1 involved in the June 23, 2021 automobile accident.

2 81. Responding to Paragraph 81, Defendants admit that should Plaintiff be
3 deemed the prevailing party in this action he would be entitled to recover taxable costs,
4 pursuant to A.R.S. § 12-341.

5 82. Responding to Paragraph 82, Defendants incorporate by reference
6 Paragraphs 1 through 81 of this Answer.

7 83. Responding to Paragraph 83, Defendants state that no response is required
8 as Paragraph 83 does not contain factual allegations or allegations applying law to facts.

9 84. Responding to Paragraph 84, Defendants deny the allegations therein.

10 85. Responding to Paragraph 85, Defendants deny the allegations therein.

11 86. Responding to Paragraph 86, Defendants admit that they were negligent in
12 failing to ensure that a Notice of Claim was timely served.

13 87. Responding to Paragraph 87, Defendants deny the allegations therein.

14 88. Responding to Paragraph 88, Defendants deny the allegations therein.

15 89. Responding to Paragraph 89, Defendants deny the allegations therein.

16 90. Responding to Paragraph 90, Defendants deny the allegations therein.

17 91. Responding to Paragraph 91, Defendants deny the allegations therein.

18 92. Responding to Paragraph 92, Defendants deny the allegations therein.

19 93. Responding to Paragraph 93, Defendants deny the allegations therein.

20 94. Responding to Paragraph 94, Defendants incorporate by reference
21 Paragraphs 1 through 93 of this Answer.

22 95. Responding to Paragraph 95, Defendants state that no response is required
23 as Paragraph 95 does not contain factual allegations or allegations applying law to facts.

24 96. Responding to Paragraph 96, Defendants deny the allegations therein.

25 97. Responding to Paragraph 97, Defendants deny the allegations therein.

26 98. Responding to Paragraph 98, Defendants deny the allegations therein.

27 99. Responding to Paragraph 99, admit that they were negligent in failing to
28 ensure that a Notice of Claim was timely served.

- 1 100. Responding to Paragraph 100, Defendants deny the allegations therein.
- 2 101. Responding to Paragraph 101, Defendants deny the allegations therein.
- 3 102. Responding to Paragraph 102, Defendants deny the allegations therein.
- 4 103. Responding to Paragraph 103, Defendants deny the allegations therein.
- 5 104. Responding to Paragraph 104, Defendants deny the allegations therein.
- 6 105. Responding to Paragraph 105, Defendants deny the allegations therein.
- 7 106. Responding to Paragraph 106, Defendants deny the allegations therein.
- 8 107. Responding to Paragraph 107, Defendants deny the allegations therein.
- 9 108. Responding to Paragraph 108, Defendants incorporate by reference
- 10 Paragraphs 1 through 107 of this Answer.
- 11 109. Responding to Paragraph 109, Defendants state that no response is required
- 12 as Paragraph 109 does not contain factual allegations or allegations applying law to facts.
- 13 110. Responding to Paragraph 110, Defendants deny the allegations therein.
- 14 111. Responding to Paragraph 111, Defendants deny the allegations therein.
- 15 112. Responding to Paragraph 112, Defendants admit that before April 6, 2023,
- 16 the Law Offices of Gil Negrete, P.C. periodically retained process servers to serve notices
- 17 of claim. They deny the remaining allegations in Paragraph 112.
- 18 113. Responding to Paragraph 113, Defendants deny the allegations therein.
- 19 114. Responding to Paragraph 114, Defendants deny the allegations therein.
- 20 115. Responding to Paragraph 115, Defendants deny the allegations therein.
- 21 116. Responding to Paragraph 116, Defendants deny the allegations therein.
- 22 117. Responding to Paragraph 117, Defendants admit that they have not tendered
- 23 the defense of this lawsuit to an insurance carrier because they do not have an applicable
- 24 insurance policy.
- 25 118. Responding to Paragraph 118, Defendants deny the allegations therein.
- 26 119. Responding to Paragraph 119, Defendants deny the allegations therein.
- 27 120. Responding to Paragraph 120, Defendants deny the allegations therein.
- 28 121. Responding to Paragraph 121, Defendants deny the allegations therein.

- 1 122. Responding to Paragraph 122, Defendants deny the allegations therein.
- 2 123. Responding to Paragraph 123, Defendants deny the allegations therein.
- 3 124. Responding to Paragraph 124, Defendants deny the allegations therein.
- 4 125. Responding to Paragraph 125, Defendants deny the allegations therein.
- 5 126. Responding to Paragraph 126, Defendants deny the allegations therein.
- 6 127. Responding to Paragraph 127, Defendants deny the allegations therein.
- 7 128. Responding to Paragraph 128, Defendants incorporate by reference
- 8 Paragraphs 1 through 127 of this Answer.
- 9 129. Responding to Paragraph 129, Defendants state that no response is required
- 10 as Paragraph 129 does not contain factual allegations or allegations applying law to facts.
- 11 130. Responding to Paragraph 130, Defendants state that no response is required
- 12 as Paragraph 130 does not contain factual allegations or allegations applying law to facts.
- 13 131. Responding to Paragraph 131, Defendants state that no response is required
- 14 as Paragraph 131 does not contain factual allegations or allegations applying law to facts.
- 15 132. Responding to Paragraph 132, Defendants state that no response is required
- 16 as Paragraph 132 does not contain factual allegations or allegations applying law to facts.
- 17 133. Responding to Paragraph 133, Defendants deny the allegations therein.
- 18 134. Responding to Paragraph 134, Defendants deny the allegations therein.
- 19 135. Responding to Paragraph 135, Defendants deny the allegations therein.
- 20 136. Responding to Paragraph 136, Defendants deny the allegations therein.
- 21 137. Responding to Paragraph 137, Defendants deny the allegations therein.
- 22 138. Responding to Paragraph 138, Defendants deny the allegations therein.
- 23 139. Responding to Paragraph 139, Defendants deny the allegations therein.
- 24 140. Responding to Paragraph 140, Defendants deny the allegations therein.
- 25 141. Responding to Paragraph 141, Defendants incorporate by reference
- 26 Paragraphs 1 through 140 of this Answer.
- 27 142. Responding to Paragraph 142, Defendants deny the allegations therein.
- 28 143. Responding to Paragraph 143, Defendants deny the allegations therein.

1 144. Responding to Paragraph 144, Defendants admit that the Contingent Fee
2 Agreement between Plaintiff and the Law Offices of Gil Negrete, P.C. contains the quoted
3 language.

4 145. Responding to Paragraph 145, Defendants deny the allegations therein.

5 146. Responding to Paragraph 146, Defendants deny the allegations therein.

6 147. Responding to Paragraph 147, Defendants deny the allegations therein.

7 148. Responding to Paragraph 148, Defendants incorporate by reference
8 Paragraphs 1 through 147 of this Answer.

9 149. Responding to Paragraph 149, Defendants state that no response is required
10 as Paragraph 149 does not contain factual allegations or allegations applying law to facts.

11 150. Responding to Paragraph 150, Defendants admit only that Gil Negrete had
12 an attorney-client relationship with Plaintiff pursuant to which Gil Negrete owed
13 fiduciary duties to Plaintiff.

14 151. Responding to Paragraph 151, Defendants state that no response is required
15 as Paragraph 151 does not contain factual allegations or allegations applying law to facts.

16 152. Responding to Paragraph 152, Defendants admit that Gil Negrete had an
17 attorney-client relationship with Plaintiff from August 1, 2021 until February 10, 2023.

18 153. Responding to Paragraph 153, Defendants admit only that Defendants had
19 an attorney-client relationship with Plaintiff pursuant to which they owed fiduciary duties
20 to Plaintiff.

21 154. Responding to Paragraph 154, Defendants deny the allegations therein.

22 155. Responding to Paragraph 155, Defendants deny the allegations therein.

23 156. Responding to Paragraph 156, Defendants deny the allegations therein.

24 157. Responding to Paragraph 157, Defendants deny the allegations therein.

25 158. Responding to Paragraph 158, Defendants deny the allegations therein.

26 159. Responding to Paragraph 159, Defendants deny the allegations therein.

27 160. Responding to Paragraph 160, Defendants incorporate by reference
28 Paragraphs 1 through 159 of this Answer.

1 161. Responding to Paragraph 161, Defendants admit that Gil Negrete had an
2 attorney-client relationship with Plaintiff that gave rise to certain obligations under the
3 Arizona Rules of Professional Conduct.

4 162. Responding to Paragraph 162, Defendants deny the allegations therein.

5 163. Responding to Paragraph 163, Defendants deny the allegations therein.

6 164. Responding to Paragraph 164, Defendants deny the allegations therein.

7 165. Responding to Paragraph 165, Defendants deny the allegations therein.

8 166. Responding to Paragraph 166, Defendants incorporate by reference
9 Paragraphs 1 through 165 of this Answer.

10 167. Responding to Paragraph 167, Defendants deny the allegations therein.

11 168. Responding to Paragraph 168, Defendants deny the allegations therein.

12 169. Responding to Paragraph 169, Defendants deny the allegations therein.

13 170. Responding to Paragraph 170, Defendants deny the allegations therein.

14 171. Responding to Paragraph 171, Defendants deny the allegations therein.

15 172. Responding to Paragraph 172, Defendants deny the allegations therein.

16 173. Defendant Trina Negrete admits the allegation in Paragraph 5 that she is
17 married to Gil Negrete, but lacks knowledge or information sufficient to form a belief as
18 to the truth of the remaining allegations in that paragraph or those in Paragraphs 1-4 and
19 6-172.

20 174. Any allegation in the Complaint that Defendants Gil Negrete, GN
21 Enterprises PC, and Trina Negrete have not expressly admitted in this Answer is denied.

22 175. For their first affirmative defense, Defendants state that Counts Two, Three,
23 Four, Five, Six, Seven, Eight and Nine of the Complaint fail to state a claim upon which
24 relief may be granted.

25 176. For their second affirmative defense, Defendants assert that Plaintiff has
26 failed to comply with A.R.S. § 12-2602(A).

27 Having answered Plaintiff's Complaint, Defendants request that the Court enter
28 judgment as follows:

