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8 Counsel for Plaintiff

9 SUPERIOR COURT OF ARIZONA

10 MARICOPA COUNTY

11 PABLO GONZALEZ RIOS,  
12 individually,

13 Plaintiff,

14 vs.

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

25 Defendants.

No. **CV2024-091459**

**COMPLAINT**

[Negligence – Legal Malpractice; Fraud, Fraudulent Concealment; Aiding and Abetting Fraud; Consumer Fraud; Breach of Contract; and Breach of Fiduciary Duty; Negligence Per Se; Negligent Misrepresentation]

26 For his complaint, Pablo Gonzalez Rios (“Plaintiff”), alleges as follows:

- 27 1. Plaintiff resides in Arizona.
- 28 2. The incident took place in Maricopa County, Arizona.
3. Defendants availed themselves of the laws of Arizona.
4. Gil C. Negrete caused events to occur in Maricopa County, Arizona that give rise to the allegations and claims herein, which caused injury to Plaintiff.
5. Gil C. Negrete is married to Trina M. Negrete and Mr. Negrete caused events to occur for the benefit of the community estate. As such, Trina M. Negrete is

1 named in this lawsuit for community property purposes.

2 6. Defendant Law Offices of Gil Negrete, P.C. is an Arizona corporation that  
3 changed its name to AZ Hometown Law Firm P.C. and changed name to GN Enterprise  
4 PC, all of which are an Arizona corporation during all relevant times giving rise to the  
5 claims in this action.

6 7. Defendants injured Plaintiff in Arizona.

7 8. Upon information and belief, Defendants are a resident of Maricopa County,  
8 Arizona.

9 9. John Does I-X, Jane Does I-X, ABC Corporations I-X and XYZ  
10 Partnerships I-X, are individuals, corporations or partnerships, respectively, or other  
11 incorporated or unincorporated associations whose true names are presently unknown to  
12 plaintiff, but who are or may be liable to plaintiff on his Complaint. If and when the true  
13 names of such fictitious defendants become known, plaintiff will seek leave of the Court  
14 to amend his Complaint to set forth their true names, capacities and relationships.

15 10. The Superior Court of Arizona in and for Maricopa County has jurisdiction  
16 over this action and the authority to grant the relief requested herein.

17 11. The events and actions described herein took place in Maricopa County.

18 12. Venue is proper in this Court.

19 13. The amount of damages alleged herein exceeds the minimum jurisdictional  
20 amount.

21 14. The claims asserted by Plaintiff exceed the minimum amount set forth for  
22 Tier III, and therefore this case is subject to Tier III.

### 23 **GENERAL ALLEGATIONS**

24 15. On June 23, 2021, Pablo Rios was involved in a car crash with a Maricopa  
25 County employee who allegedly rearended his vehicle.

26 16. August 11, 2021, the Law Offices of Gil Negrete obtain a referral by Lerner  
27 & Rowe regarding Pablo Rios.

28 17. On or about August 11, 2021, the Law Offices of Gil Negrete and Plaintiff

1 enter into a Contingent Fee Agreement wherein Plaintiff's claims against Maricopa  
2 County and the County's employee that rear-ended Plaintiff were to be litigated and/or  
3 settled. *See Exhibit 1*, attached hereto.

4 18. Gil Negrete was at all times relevant hereto an attorney licensed to practice  
5 and actually practicing law in the State of Arizona. Said Defendant is a legal services  
6 provider as that term is used within the Arizona legal community and statutes authorized  
7 to engage in the business of providing legal services to members of the public.

8 19. At all times material hereto, Gil Negrete provided legal services to Plaintiff.

9 20. At all times material hereto, Gil Negrete was the sole attorney at the Law  
10 Offices of Gil Negrete, P.C.

11 21. Plaintiff agreed to retain Gil Negrete for legal representation and for legal  
12 services for a fee.

13 22. In consideration of those fees, Gil Negrete agreed to represent Plaintiff and  
14 provide legal services with the care, skill and diligence consistent with his position.

15 23. Plaintiff agreed to these services and the relationship of attorney-client was  
16 created thereby.

17 24. At all times mentioned herein, Gil Negrete held himself out to possess that  
18 degree of care, skill and learning expected of a reasonable, prudent attorney and provider  
19 of legal services in the profession or class to which he belongs, within the State, acting in  
20 the same or similar circumstances.

21 25. On November 10, 2021, the Law Offices of Gil Negrete purportedly (as  
22 discussed below, Mr. Negrete never did and fraudulently conspired to create a false  
23 certificate of service) sends a Notice of Claim ("NOC") to a process server to serve the  
24 County.

25 26. On November 10, 2021, Affordable Process Service, LLC ("Toby Colbert"),  
26 purportedly (as discussed below and supported by the Declaration of Mr. Colbert, a false  
27 certificate was created which was used by Gil Negrete to falsely represent timely service)  
28 served the Notice of Claim on the County.

1           27.    On January 11, 2021, Toby Colbert says he received an email from Gil  
2 regarding the notice of claim.

3           28.    On January 12, 2021, Toby Colbert says he received another email that  
4 included a Notice of Claim dated November 10, 2021.

5           29.    On January 24, 2022, a Certificate of Delivery is created, purporting to have  
6 served the County with the Notice of Claim.

7           30.    In April 2022, Negrete's office serves the Notice of Claim by mail because  
8 the County was telling him that they never received the alleged November 10, 2021 NOC.

9           31.    On May 10, 2022, Negrete's office sends Plaintiff's file to Zapata Law  
10 PLLC for review for potential litigation because the statute of limitations to file a  
11 Complaint was approaching. *See Exhibit 2*, attached hereto.

12           32.    On June 20, 2022, the Complaint was filed. *See Exhibit 3*, attached hereto.

13           33.    On August 15, 2022, the Answer was filed.

14           34.    Sometime in October 2022, a discussion with the County about the alleged  
15 untimely service of the NOC is held.

16           35.    On October 14, 2022, Negrete's office sends Plaintiff's litigation counsel a  
17 copy of the alleged Certificate of Delivery.

18           36.    On October 14, 2022, the County filed a Motion to Dismiss alleging the  
19 county employee was not timely served with the NOC.

20           37.    On October 14, 2022, Pablo Rios files Notice of Filing Notice of Claim and  
21 Certificate of Delivery. *See Exhibit 4*, attached hereto.

22           38.    The purported NOC is signed by Gil Negrete and asserts damages on behalf  
23 of Plaintiff in the amount of \$500,000.00. *Id.*

24           39.    On October 17, 2022, a Stipulation to Dismiss the employee entered into  
25 with agreement County vicariously liable for any proved negligence.

26           40.    On October 26, 2022, First Amended Complaint approved by the Court.

27           41.    On December 29, 2022, County filed Answer to First Amended Complaint.

28           42.    On March 20, 2023, the parties submit their Joint Report and proposed

1 Scheduling Order.

2 43. On April 10, 2023, the County filed Motion for Summary Judgment.

3 44. On May 4, 2023, Plaintiff files Response to Motion for Summary Judgment.

4 45. On May 23, 2023, the County files its Reply.

5 46. On June 26, 2023, Oral Argument on the motion is heard and court rules  
6 from bench that a jury trial on issue of timely service of the NOC to be held on August 15,  
7 2023 with trial management conference on August 7, 2023.

8 47. On July 12, 2023, Plaintiff's litigation counsel writes to Gil Negrete and  
9 Toby Colbert letting them know that a trial has been set for August 15th and included  
10 dispositive motion documents. Counsel also asked them to confirm their appearance and  
11 whether a subpoena will be required. *See Exhibit 5*, attached hereto.

12 48. On July 13, 2023, Gil Negrete writes to Plaintiff's litigation counsel and  
13 copies Toby Colbert that all future communications are to go through his attorney Geoff  
14 Sturr. *See Exhibit 6*, attached hereto.

15 49. On July 14, 2023, the Court issues a written decision on the County's  
16 motion for summary judgment denying the motion due to conflicting declarations.

17 50. On July 15, 2023, Plaintiff's litigation counsel has a conversation with Toby  
18 Colbert.

19 51. On July 16, 2023, Toby Colbert signs a Declaration attesting to what  
20 happened in January 2022. *See Exhibit 7*, attached hereto. Mr. Colbert, declared under  
21 penalty of perjury under the laws of Arizona, as follows:

22 2. I am a process server and operate under Affordable Process  
23 Service, L.L.C. having an address of 2428 W. Hayduk Rd., Phoenix,  
Arizona 85041. (602) 820-2488.

24 3. On or about January 11, 2022, **Gil Negrete contacted me to**  
25 **tell me that one of his new employees missed a notice of claim**  
26 **deadline and wanted to know if I would agree to create a**  
**certificate of delivery showing that the notice of claim was served**  
**on Maricopa County on November 10, 2021.**

27 4. The case that he was discussing was for Pablo Gonzales Rios.

28 5. Gil Negrete stated to me that he thought it would not be a big

1 deal since I frequently go to the County and serve documents. He  
2 stated that since I frequently go there that nobody would be the  
3 wiser if I created a certificate of delivery showing that I delivered  
4 a notice of claim to the Maricopa County Clerk of Board of  
5 Supervisors. Gil told me that this would help him out and he  
6 expected to settle the case, but without the certificate of delivery  
7 he would not be able to bring a claim against the County on  
8 behalf of Mr. Rios.

9  
10 6. On January 12, 2021, I received an email from the Law  
11 Offices of Gil Negrete where Gil Negrete was copied which provided  
12 me with a copy of a Notice of Claim dated November 10, 2021. See  
13 Exhibit 1 (Notice of Claim dated November 10, 2021). The  
14 correspondence was asking me for the status of the certificate of  
15 delivery.

16 7. During the conversation I had with Gil Negrete, I agreed  
17 and created a Certificate of Delivery, which is attached hereto as  
18 Exhibit 2, even though I had not delivered a notice of claim on  
19 November 10, 2021 to Maricopa County.

20 8. On January 18, 2022, the Law Offices of Gil Negrete  
21 contacted me again asking for the status of the certificate of delivery.

22 9. On January 24, 2022, I emailed the Law Offices of Gil  
23 Negrete and provided a PDF copy of the Certificate of Delivery that  
24 Gil Negrete had requested, which states on the Certificate of Delivery  
25 that on November 10, 2021 at 10:48 a.m. I hand delivered a Notice of  
26 Claim to Dorene Stretar, Clerk of the Board Specialist for Maricopa  
27 County Clerk of Board of Supervisors at 301 W. Jefferson St., 10th  
28 floor, Phoenix, Arizona 85003, which I signed. See Exhibit 2  
(Certificate of Delivery).

10. On July 15, 2023, I was contacted by Julio Zapata who asked  
me to explain the details underlying the Certificate of Delivery  
because the County was claiming that a Notice of Claim was not  
delivered to them on November 10, 2021. A two-day jury trial was  
scheduled to occur on August 15, 2023 regarding the notice of claim  
and certificate of delivery issues.

11. I truthfully told Mr. Zapata that I had not delivered a  
Notice of Claim to the County on November 10, 2021 or any  
other day, and that Gil Negrete had asked me to create a false  
Certificate of Delivery, which I did, as discussed above.

Exhibit 7 (emphasis added).

52. Based on the newly discovered evidence received from Mr. Colbert, an  
Expedited Joint Request for Rule 16 Conference, Vacate Jury Trial and Address  
Declaration of Lonnell Colbert was filed on July 24, 2023. See **Exhibit 8**, attached  
hereto.

1           53. On August 18, 2023, Maricopa County filed a Motion for Reconsideration  
2 asking the Court to reconsider the denied motion for summary judgment and to dismiss  
3 the case because Gil Negrete did not timely serve a Notice of Claim. *See Exhibit 9*,  
4 attached hereto.

5           54. On September 3, 2023, Plaintiff filed his Response to Maricopa County's  
6 Motion for Reconsideration. *See Exhibit 10*, attached hereto.

7           55. On September 15, 2023, the Court filed its Minute Entry Order granting  
8 summary judgment in favor of the County of Maricopa on Plaintiff's personal injury  
9 claim because Plaintiff failed to timely serve a notice of claim on his personal injury  
10 claims. *See Exhibit 11*, attached hereto.

11           56. Plaintiff has been damaged as a result of Defendants' actions and inactions.

12           57. On February 9, 2023, a Final Judgment and Order suspending Gil Negrete  
13 from the practice of law was filed. *See Exhibit 12*, attached hereto.

14           58. The Decision Accepting Agreement for Discipline by Consent notes the  
15 following:

16                   The Agreement details a factual basis in support of Mr. Negrete's  
17 conditional admissions and is incorporated by reference. See Rule  
18 57(a)(4), Ariz. R. Sup. Ct. Mr. Negrete conditionally admits violating  
19 Rule 42, Ariz. R. Sup. Ct., ER 1.15(d), (e) and (f) (safekeeping of  
20 property), ER 4.4(a) (respect for rights of others), and ER 8.4(c)  
(conduct involving dishonesty, fraud, deceit, or  
misrepresentation). As a sanction, the parties agree to a one-year  
suspension and payment of costs to the State Bar.

21                   ...

22                   The Agreement sets forth the facts and circumstances regarding Mr.  
23 Negrete's misconduct. Generally speaking, he failed to honor a  
24 medical lien or follow the procedures required by ER 1.15. He later  
created false documentation in an attempt to hide his failure,  
which he submitted to the State Bar.

25                   Mr. Negrete violated duties owed to the legal profession and the  
26 public, causing actual harm. He acted intentionally and  
knowingly.

27 **Exhibit 12** (emphasis added).

28           59. Plaintiff has now lost the right to recover damages from the County of

1 Maricopa arising out of his personal injuries.

2 60. As a direct result of the incident, Plaintiff suffered irreparable legal harm.

3 61. Plaintiff's ability to file a lawsuit for damages against the County of  
4 Maricopa has been forever lost due to the inaction and actions of Gil Negrete and his law  
5 firm.

6 62. One or more of the Defendants' actions as described above were performed  
7 maliciously, deliberately or with reckless indifference to the Plaintiff's rights, thus  
8 entitling Plaintiff to punitive damages.

9 **COUNT ONE**

10 **(Negligence—Legal Malpractice Against All Defendants)**

11 63. Plaintiff incorporates by reference each allegation contained in the  
12 preceding paragraphs as though fully set forth herein.

13 64. Plaintiff and Defendants had an attorney-client relationship for which the  
14 existence of an attorney-client relationship imposed a duty on the attorney to exercise that  
15 degree of skill, care, and knowledge commonly exercised by members of the profession.

16 65. The legal services rendered to Plaintiff by Defendants was negligent and fell  
17 below the standard of care in that it failed to conform to the appropriate standards of  
18 practice customarily recognized by reasonable and prudent attorneys practicing within the  
19 State of Arizona under the same or similar circumstances.

20 66. Defendants breached that duty when it failed to timely file appropriate  
21 documents and instead allowed the statute of limitations to pass.

22 67. To cover up their negligence, Defendants then conspired to create a false  
23 certificate of delivery claiming Defendants timely served a notice of claim while knowing  
24 this was fraudulent.

25 68. Defendants' negligence was a proximate cause of resulting injury to  
26 Plaintiff.

27 69. Plaintiff was in fact injured and extent of the injury shall be proven at trial.

28 70. Defendants' actions, omissions and failures constitute negligence and legal



1 malpractice.

2 71. At all relevant times herein the attorney-client relationship between the  
3 Plaintiff and Defendants existed.

4 72. Defendants had a duty to provide legal services within the standard of care  
5 but Defendant violated his duty of care in the course of providing legal services to  
6 Plaintiff.

7 73. Plaintiff suffered an injury or loss as a result of Defendants' negligence.

8 74. The nature and extent of the injury that Plaintiff incurred as a result of  
9 Defendants' 'actions and/or inaction are substantial.

10 75. Plaintiff suffered pain, discomfort, suffering, disability, and anxiety; and  
11 incurred expenses of necessary medical care, treatment and services as a result of his  
12 injuries.

13 76. As a direct and proximate result of the negligence of Defendants, Plaintiff  
14 has suffered and will continue to suffer in the future, pain, grief, sorrow, stress and mental  
15 suffering.

16 77. By virtue of Defendants' failures as described herein, and as the evidence  
17 shall demonstrate, Plaintiff has been damaged in the amount as alleged herein, and as may  
18 be further evidenced an amount to be proven at trial. Indeed, Gil Negrete admits in the  
19 Notice of Claim that he believed damages were at least \$500,000.00 as stated in the  
20 Notice of Claim.

21 78. Plaintiff was not at fault for his injuries.

22 79. Defendants acted negligently to cause the damages set forth herein, and as  
23 proven at trial.

24 80. Plaintiff seeks to recover those damages to which he is legally entitled,  
25 including those damages set forth in RAJI (Civil) 5th, Personal Injury Damages 1, which  
26 include:

27 1. The nature, extent, and duration of the injury.

28 2. The pain, discomfort, suffering, disability, disfigurement, and

1 anxiety already experienced, and reasonably probable to be  
2 experienced in the future as a result of the injury.

3 3. Reasonable expenses of necessary medical care, treatment, and  
4 services rendered, and reasonably probable to be incurred in the  
5 future.

6 4. Lost earnings to date, and any decrease in earning power or  
7 capacity in the future.

8 5. Loss of love, care, affection, companionship, and other pleasures  
9 of the [marital] [parent-child] relationship.

10 6. Loss of enjoyment of life, that is, the participation in life's  
11 activities to the quality and extent normally enjoyed before the injury.

12 81. Plaintiff has incurred costs in bringing this action and to otherwise enforce  
13 her rights, which Plaintiff is entitled to recover from Defendant in this action.

## 14 **COUNT TWO**

### 15 **(Fraud Against Negrete Defendants)**

16 82. Plaintiff incorporates by reference each allegation contained in the  
17 preceding paragraphs as though fully set forth herein.

18 83. Inherent in the concept of Fraud is that one is personally liable if one  
19 commits it.

20 84. Defendants represented to Plaintiff that they would provide legal services  
21 and settle or properly litigate Plaintiff's claims against Maricopa County.

22 85. Defendants knew that it was likely that Plaintiff would be injured if  
23 Defendants did not properly litigate Plaintiff claims.

24 86. Defendants failed to timely serve a Notice of Claim.

25 87. Defendants knowingly attempted to cover up their negligence by then  
26 pursuing a course of creating a false certificate of delivery.

27 88. The issue of whether Plaintiff's claims would be properly pursued was a  
28 material component of the transaction.

89. Plaintiff reasonably relied on Defendant's representation that Defendant  
would properly litigate his claims.

90. Plaintiff did not know that the information was false.





1 serve a Notice of Claim.

2 116. Defendants concealed this information from Plaintiff.

3 117. Defendants did not submit their negligent conduct to their malpractice  
4 insurer.

5 118. The issue of whether a Notice of Claim was timely served was a material  
6 component of the transaction.

7 119. Plaintiff reasonably relied on Defendants' representation that they would  
8 timely serve a Notice of Claim.

9 120. Plaintiff reasonably relied upon Defendants' that they would abide by the  
10 standard of care for attorneys.

11 121. Plaintiff did not know that the information was false or that Defendant was  
12 fraudulently participating in an unlawful scheme of creating a false certificate of delivery  
13 and then providing that certificate of delivery to Maricopa County and the Court.

14 122. Plaintiff had the right to rely on the truth of the representation.

15 123. As a result of Defendants' fraudulent representation, Plaintiff sustained  
16 damages as a result of his personal injury claims being dismissed.

17 124. Defendants alleged that the personal injury claim was worth \$500,000.00.

18 125. Defendants knew that Mr. Colbert created a false certificate of delivery at at  
19 Defendants' request, and that this conduct was fraudulent.

20 126. Defendants substantially assisted and/or encouraged Mr. Colbert in  
21 committing the fraud.

22 127. One or more of the Defendants' actions as described above were performed  
23 maliciously, deliberately or with reckless indifference to the Plaintiff's rights, thus  
24 entitling Plaintiff to punitive damages.

25 **COUNT FIVE**

26 **(Consumer Fraud Act Against Negrete Defendants)**

27 128. Plaintiff incorporates by reference each allegation contained in the  
28 preceding paragraphs as though fully set forth herein.

1           129. Inherent in the Consumer Fraud Act is that one is personally liable if one  
2 violates it.

3           130. Pursuant to A.R.S. § 44-1522(A), the act, use or employment by any person  
4 of any deception, deceptive or unfair act or practice, fraud, false pretense, false promise,  
5 misrepresentation, or concealment, suppression or omission of any material fact with  
6 intent that others rely on such concealment, suppression or omission, on connection with  
7 the sale or advertise of any merchandise whether or not any persona has in fact been  
8 misled, deceived or damaged thereby, is declare to be an unlawful practice.

9           131. Pursuant to A.R.S. § 44-1521(1), “Advertisement” includes the attempt by  
10 publication, dissemination, solicitation or circulation, oral or written, to induce directly or  
11 indirectly any person to enter into any obligation or acquire any title or interest in any  
12 merchandise.

13           132. Pursuant to A.R.S. § 44-1521(5), “Merchandise” means nay objects, ware,  
14 goods, commodities, intangibles, real estate or services.

15           133. Plaintiff is a natural person residing in Maricopa County, Arizona thereby  
16 falling within the definition of “consumer” pursuant to A.R.S. § 44-1521.

17           134. Defendants are and at all times were doing business in Maricopa County,  
18 Arizona.

19           135. Defendants are in the business of selling merchandise to consumers pursuant  
20 to A.R.S. § 44-1522.

21           136. Defendants used deception, deceptive acts, fraud, false promises,  
22 misrepresentations, concealment, suppression or omitted a material fact in connection  
23 with sale or advertisement of merchandise.

24           137. Defendant intended that others rely upon such deception, deceptive acts,  
25 fraud, false promises, misrepresentations, concealment, suppression or omitted a material  
26 fact.

27           138. Plaintiff suffered damages as a result of reliance on Defendants’ deception,  
28 deceptive acts, fraud, false promises, misrepresentations, concealment, suppression or

1 omitted a material fact.

2 139. As stated by Defendants in the Notice of Claim, Plaintiff has suffered  
3 damages in the amount of \$500,000.00.

4 140. One or more of the Defendants' actions as described above were performed  
5 maliciously, deliberately or with reckless indifference to the Plaintiff's rights, thus  
6 entitling Plaintiff to punitive damages.

7 **COUNT SIX**

8 **(Breach of Contract Against All Defendants)**

9 141. Plaintiff incorporates by reference each allegation contained in the  
10 preceding paragraphs as though fully set forth herein.

11 142. Defendants and Plaintiff entered into an agreement wherein Defendants  
12 were to provide competent and responsible legal representation.

13 143. Defendants breached the contract by their failure to perform under the  
14 contingent fee agreement.

15 144. The contract states "Client(s) have a claim for personal injuries and/or  
16 damages arising from an incident which occurred on or about June 23, 2021, and Client(s)  
17 hereby employ Attorney to prosecute the claims related to Client(s) injuries."

18 145. The failure of Defendants to provide competent and responsible  
19 representation that ultimately resulted in Plaintiff being unable to recover from the County  
20 of Maricopa County for his personal injuries constitutes a material breach of the contract  
21 entitling Plaintiff to damages; that as a direct and proximate result of the breach of the  
22 contract at issue, Plaintiff has incurred attorney's fees, costs and other out-of-pocket  
23 expenses which would not have normally been incurred but for the breach of the contract.

24 146. Plaintiff is entitled to collect any and all attorney fees incurred in the  
25 prosecution of this matter pursuant to A.R.S. §12-341.01.

26 147. Plaintiff is entitled to collect any and all costs incurred in the prosecution of  
27 this matter pursuant to A.R.S. §12-340.

28

1 **COUNT SEVEN**

2 **(Breach of Fiduciary Duty Against All Defendants)**

3 148. Plaintiff incorporates by reference each allegation contained in the  
4 preceding paragraphs as though fully set forth herein.

5 149. The fiduciary duty is an obligation of loyalty and good faith to someone or  
6 some entity that is the highest duty known to the law. It requires a degree of loyalty and  
7 care that does not allow any violation without exposing the violator to personal liability.  
8 It requires complete honesty and disclosure of any relevant information from the fiduciary  
9 to the person to whom it is owed.

10 150. Gil C. Negrete, as fiduciary, must act in the best interests of Plaintiff at all  
11 times and can never take any action which harms Plaintiff intentionally and must avoid  
12 negligently harming the interests of Plaintiff as well. It means that Gil C. Negrete cannot  
13 place himself in a position in which the interests of Plaintiff are in conflict with the duty  
14 to Plaintiff. It means that full disclosure of any potential conflicts of interest must be  
15 revealed to Plaintiff if they arise. In some cases, it requires the fiduciary to make  
16 proactive investigation to determine what is in the best interests of Plaintiff and act  
17 accordingly.

18 151. Inherent in the concept of fiduciary duty is that one is personally liable if  
19 one violates it.

20 152. Gil C. Negrete was the attorney for Plaintiff.

21 153. Defendants owed fiduciary duties to Plaintiff, including but not limited to  
22 duty to not engage in fraud, duty to not engage in concealment, duty to perform under the  
23 contract without committing negligence, duty to not conspire with others to commit fraud,  
24 constructive fraud, misrepresentation, duty to not violate any ethical rules, duty of  
25 undivided loyalty, duty of due diligence and reasonable care, duty to conduct  
26 representation without violating ethical rules, duty to not delegate Defendants duties, or  
27 commit other unlawful acts.

28 154. Fiduciary duty includes the obligation to render a full and fair disclosure to



1 the client of all facts that materially affect the client's rights and interests. Gil C. Negrete  
2 failed to do so.

3 155. Gil C. Negrete's ethical obligation to Plaintiff was to act in the best interest  
4 of Plaintiff. This means Gil C. Negrete must offer legal advice that would best fit  
5 Plaintiff's needs and help Plaintiff recover maximum compensation. Gil C. Negrete,  
6 while acting in the best interest of Plaintiff, must follow the law. Gil C. Negrete failed to  
7 do so.

8 156. Defendants breached their fiduciary duties owed to Plaintiff.

9 157. Plaintiff suffered damage as a direct and proximate result of Defendants'  
10 breach of fiduciary duty.

11 158. Defendants' violation of the Rules of Professional Conduct justify the  
12 imposition of punitive damages.

13 159. One or more of the Defendants' actions as described above were performed  
14 maliciously, deliberately or with reckless indifference to the Plaintiff's rights, thus  
15 entitling Plaintiff to punitive damages.

## 16 **COUNT EIGHT**

### 17 **(Negligence Per Se Against Negrete Defendants)**

18 160. Plaintiff incorporates by reference each allegation contained in the  
19 preceding paragraphs as though fully set forth herein.

20 161. By entering into the attorney-client relationship with Plaintiff, the Gil C.  
21 Negrete assumed all ethical duties placed upon attorneys.

22 162. Gil C. Negrete breached his ethical duties to Plaintiff under the Arizona  
23 Supreme Court Rules, including, but not limited to, duties prescribed by Ethical Rules 1.1  
24 (competence), 1.3 (diligence), 1.4 (communication), 2.1 (candid advice), 3.1 (failure to  
25 bring meritorious claims), 3.2 (expediting litigation), 3.3 (candor toward the Tribunal), 3.4  
26 (fairness to opposing party and counsel), 3.5 (impartiality and decorum of the Tribunal),  
27 4.1 (truthfulness), 4.4 (respect for rights of others), 5.1 (responsibility for employees), 5.3  
28 (responsibilities regarding nonlawyers), 7.1 (communications regarding services), and 8.4

1 (misconduct).

2 163. These and other rules violated by Gil C. Negrete were designed to protect  
3 the rights and interests of persons like Plaintiff.

4 164. Gil C. Negrete's breach of any/all of these ethical duties owed to Plaintiff  
5 constitutes negligence per se.

6 165. Gil C. Negrete's breaches of any/all of these ethical duties proximately and  
7 directly caused Plaintiff's damages by divesting Plaintiff of valid causes of action.

8 **COUNT NINE**

9 **(Negligent Misrepresentation Against Negrete Defendants)**

10 166. Plaintiff incorporates by reference each allegation contained in the  
11 preceding paragraphs as though fully set forth herein.

12 167. Gil C. Negrete negligently represented to Plaintiff that he was competent  
13 and capable of handling Plaintiff's personal injury claims, and that such claims would be  
14 professionally handled.

15 168. These representations were untrue.

16 169. Gil C. Negrete knew or should have known when he made these  
17 representations that they were untrue or became untrue and did not inform Plaintiff.

18 170. Gil C. Negrete made these representations with negligent disregard for  
19 whether or not they were true, or later became untrue.

20 171. Gil C. Negrete made these negligent misrepresentations in order to achieve  
21 monetary gain.

22 172. As a result of Gil C. Negrete's negligent misrepresentations, Plaintiff  
23 suffered damages.

24 WHEREFORE, Plaintiff requests that the Court enter judgment against  
25 Defendants, and each of them, as follows:

26 A. Stating that Gil C. Negrete and the corporate defendants' conduct and  
27 practices violated the Arizona Consumer Fraud Act.

28 B. Stating that Gil C. Negrete committed Fraud.

- 1 C. Stating that Gil C. Negrete committed Fraudulent Concealment.
- 2 D. Stating that Gil C. Negrete committed Aiding and Abetting Fraud.
- 3 E. Stating that Gil C. Negrete and/or corporate defendants committed  
4 malpractice.
- 5 F. Stating Gil C. Negrete and/or corporate defendants committed Breach of  
6 Contract.
- 7 G. Stating Gil C. Negrete and/or corporate defendants committed Breach of  
8 Fiduciary Duty.
- 9 H. Stating Gil C. Negrete and/or corporate defendants are Negligent Per Se.
- 10 I. Stating Gil C. Negrete and/or corporate defendants committed Negligent  
11 Misrepresentations.
- 12 J. For Plaintiff's actual, general, and/or compensatory damages.
- 13 K. For Plaintiffs special damages as evidenced by the medical bills, or as the  
14 evidence shall prove.
- 15 L. For interest on Plaintiff's medical expenses at the maximum rate allowed by  
16 law from the date of the filing of this complaint until paid.
- 17 M. For interest on the judgment for Plaintiff's special damages and general  
18 damages at the maximum rate allowed by law until paid.
- 19 N. For punitive damages to be determined at hearing on default, or at trial.
- 20 O. For Plaintiff's costs incurred herein, together with interest at the highest  
21 lawful rate on the total amount of all sums awarded from the date of judgment herein until  
22 paid.
- 23 P. For attorneys' fees and costs, pursuant to A.R.S. § 12-341, 12-341.01 and  
24 any other applicable law.
- 25 Q. For judgment against the community estate of Gil C. Negrete and Trina G.  
26 Negrete.
- 27 R. For such further relief as the Court deems just and proper.
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**DEMAND FOR TRIAL BY JURY**

Plaintiff demands trial by jury.

Dated this 10<sup>th</sup> day of March, 2024.

**ZAPATA LAW PLLC**

By  /s/ Julio M. Zapata  
Julio M. Zapata  
Counsel for Plaintiff