

FILED

Mar 25, 2025

Disciplinary
Board

Docket # 002

REVIEW COMMITTEE OF THE
DISCIPLINARY BOARD
WASHINGTON STATE BAR ASSOCIATION

In re

ANDREKITA SILVA

Lawyer (Bar No. 17314).

ADMONITION

WSBA File No. 22-00541

Proceeding No. 25#00019

Pursuant to Rule 13.5(a) of the Rules for Enforcement of Lawyer Conduct (ELC), a Review Committee of the Disciplinary Board hereby issues the following Admonition:

ADMISSION TO PRACTICE

1. At all times material to the grievance herein, you practiced law in the State of Washington.

FACTS

2. In the action *Soberano v. Guillen*, US District Court, WD WA, No. C21-1085 RSM (“District Court Action”), you represented the Petitioner Fermin Ramos Soberano adverse to Respondent Andrea Arreygue Guillen. In the District Court Action your client, a resident of Mexico, petitioned for an order requiring the return to Mexico of his minor children, then in the custody their mother the Respondent residing in the Western District of Washington. In the District Court Action, your client, the Petitioner asserted rights under the Hague Convention on the Civil Aspects of International Child Abduction, Oct. 25, 1980, T.I.A.S. No. 11670, 1343 U.N.T.S. 89 (*effective* July 1, 1988).
3. At all times relevant to the District Court Action, the Petitioner and Respondent also were parties to a court action pending in the District of Morelia, State of Michoacan, Republic of Mexico, *Guillen v. Soberano*, No. 1531/2018 (“Mexican Action”). The Mexican Action concerned the custody of the parties’ minor children. At all relevant

- 1 times, you were aware of the pendency of the Mexican Action, and you had multiple and
2 substantive communications with your client about the Mexican Action.
- 3 4. On February 3, 2022, Petitioner and Respondent entered into a settlement agreement
4 (“Mexican Settlement Agreement”) in the Mexican Action. The Mexican Settlement
5 Agreement was filed with and, on a date prior to February 22, 2022, was approved by
6 the Mexican court (“Mexican Settlement Approval Order”). The Mexican Settlement
7 Agreement, and in turn the Mexican Settlement Approval Order, expressly provided that
8 the Respondent could remain in the United States with custody of the parties’ minor
9 children. The Mexican Settlement Agreement and Mexican Settlement Approval Order
10 thus resolved the very same paramount issue that was presented in the District Court
11 Action.
- 12 5. On February 8, 2022, you learned of the Mexican Settlement Agreement from your
13 client.
- 14 6. On February 11, 2022, you received a copy of the Mexican Settlement Agreement and
15 Mexican Settlement Approval Order from Respondent’s counsel. On that date,
16 Respondent’s counsel informed you that the Mexican instruments appeared to resolve
17 the central issue presented in the District Court Action. Respondent’s counsel requested
18 that you forthwith reply with your position as to whether the Mexican instruments did,
19 or did not, resolve the central issue in the District Court Action. You did not timely
20 reply to Respondent’s counsel on that point.
- 21 7. Upon receipt from Respondent’s counsel of the Mexican instruments, you admitted that
22 you reviewed those documents briefly (you are fluent in the Spanish language).
23 Nonetheless you asserted that you were unaware of their impact on the issues in the
24 District Court Action. You did not engage in research or analysis to understand the
25 potential impact of the Mexican instruments. You did not inform the US District Court
26 of the Mexican instruments.
27

- 1 8. On February 11, 2022, you made two calls to the District Court staff, pressing for a
2 ruling on issues in the District Court Action; and those calls were made without
3 notifying Respondent's counsel of your actions.
- 4 9. On February 17, 2022, the US District Court Courtroom Deputy emailed you and
5 Respondent's counsel regarding your earlier inquiries as to the status of the matter.
6 Opposing counsel immediately notified the District Court of the Mexican Settlement
7 Agreement and Mexican Settlement Approval Order; and filed a copy of the Mexican
8 instruments with the Court a few hours later. Opposing counsel then incurred costs to
9 have the Mexican instruments translated into the English language, and filed the
10 translated documents on February 22, 2022.
- 11 10. From February 11 to February 23, 2022, your communications with your client indicated
12 to you that your client possibly intended to challenge the Mexican Settlement
13 Agreement and Mexican Settlement Approval Order, on the grounds that he had signed
14 the agreement under economic duress, and that the mother had failed to sign or ratify it
15 in person. On February 21, 2022, your client indicated that there was some other act the
16 mother needed to perform before the Mexican Settlement Agreement would be final and
17 binding. Your client asked you to ask the Court to issue a ruling based on the evidence
18 before it.
- 19 11. On February 22, 2022, after you reviewed the translated Mexican instruments filed by
20 Respondent's counsel, you informed your client that the Mexican instruments were clear
21 in meaning, and did not show that there were any remaining unfilled obligations on the
22 mother; and explained to him that if he wished to avoid the dismissal of his Petition in
23 the District Court Action, he would need to provide a declaration that providing some
24 evidence and explanation as to why the Mexican instruments were somehow invalid.
- 25 12. In response, on February 23, 2022, your client wrote to you stating that he was going to
26 give up and conceded that the Mexican Settlement Agreement had been properly
27

1 approved by the Mexican court as per the Mexican Settlement Approval Order, and that
2 the entire matter was finalized under the Mexican instruments.

3 13. On February 24, 2022, at a hearing in the District Court Action, you stated, in substance,
4 to the District Court that you had not read the Mexican instruments and that you had not
5 undertaken to understand or investigate their meaning and impact. You stated, in
6 substance, that the Mexican Settlement Agreement had not been approved by the
7 Mexican court, a statement that you knew to be untrue. You stated, in substance, to the
8 District Court that your client had asked you to seek a ruling in the District Court
9 Action, but that statement was not truthful, since by the date of the hearing, your client
10 had communicated to you that he wished to abandon his Petition in the District Court
11 Action in light of the Mexican Settlement Agreement and Mexican Order Approving
12 Settlement.

13 14. The US District Court asked to you state why you had not promptly informed the
14 District Court of the existence of the Mexican instruments. On February 25, 2022,
15 pursuant to the Court's request, you provided a written response.

16 15. After considering your written response, the District Court concluded that your actions
17 were misconduct and done in bad faith. The District Court imposed sanctions against
18 you under Fed. R. Civ. Pro. 11, for not making reasonable inquiry as to the Mexican
19 Settlement Agreement and Mexican Settlement Approval Order, and for making no
20 effort to inform the District Court of the Mexican instruments. The District Court also
21 imposed sanctions as warranted under 28 U.S.C. § 1927, because your misconduct had
22 the effect of multiplying the proceedings.

23 MISCONDUCT

24 16. By failing to read the Mexican Settlement Agreement and Mexican Settlement Approval
25 Order upon receipt thereof, or as soon as possible thereafter, your conduct violated RPC
26 1.1 (duty of competence).
27

- 1 17. By reason of lacking a basis in law or fact to challenge the Mexican Settlement Agreement
2 and/or Mexican Settlement Approval Order as of the February 24, 2022, hearing, and yet
3 continuing to advance arguments not supported by the facts, and apparently without any
4 legal support, your conduct violated RPC 3.1 (duty to advocate only meritorious claims).
- 5 18. By failing to disclose the existence of the Mexican Settlement Agreement and/or Mexican
6 Settlement Approval Order while nonetheless continuing to press for a potentially
7 inconsistent ruling, and by arguing for the entry of a ruling in the District Court Action,
8 contrary to both the express provisions of the Mexican instruments and the express
9 instructions of your client, your conduct violated RPC 3.3(a) (duty of candor to the
10 tribunal).
- 11 19. By failing to disclose the existence of the Mexican Settlement Agreement and Mexican
12 Settlement Approval Order, while continuing to press the District Court for a potentially
13 inconsistent ruling, your conduct was prejudicial to the administration of justice and
14 therefore violated RPC 8.4(d) (integrity of the profession).

15 ADMONITION

16 YOU ARE HEREBY ADMONISHED FOR THIS MISCONDUCT.

17 This Admonition is not a disciplinary sanction, but is a public disciplinary action
18 published in the Washington State Bar News under ELC 3.5, and shall be admissible in
19 evidence in subsequent discipline or disability proceedings involving you.

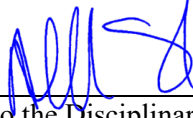
20 You may protest the issuance of this Admonition by filing a written notice of protest with
21 the Association-Attention: Clerk to the Disciplinary Board, within 30 days of the service of
22 this Admonition upon you. Upon receipt of a timely protest, this Admonition shall be
23 rescinded, and the grievance by shall be deemed ordered to hearing.

24 Dated this 24th day of March, 2025.

25
26 
27 Scott T Ashby, Chair
Review Committee III

CERTIFICATE OF SERVICE

I certify that I caused a copy of the Admonition to be emailed to Respondent, Andrekita Silva, at ak@seattle-silvalaw.com, on the 25th day of March, 2025.

A handwritten signature in blue ink, appearing to be 'NLS', is written above a horizontal line.

Clerk to the Disciplinary Board