

PUBLIC MATTER

1 STATE BAR OF CALIFORNIA
OFFICE OF THE CHIEF TRIAL COUNSEL
2 PATSY J. COBB, No. 107793
Deputy Chief Trial Counsel
3 JOSEPH R. CARLUCCI, NO. 172309
Acting Assistant Chief Trial Counsel
4 1149 South Hill Street
Los Angeles, California 90015-2299
5 Telephone: (213) 765-1053

FILED

AUG 18 2011

STATE BAR COURT
CLERK'S OFFICE
LOS ANGELES

STATE BAR COURT

HEARING DEPARTMENT - LOS ANGELES

11 In the Matter of:

) Case No. 11-O-10046

12 TATIANA K. LINTON,
13 No. 166615,

) **NOTICE OF DISCIPLINARY CHARGES**

14)
15 A Member of the State Bar

NOTICE - FAILURE TO RESPOND!

16
17 **IF YOU FAIL TO FILE A WRITTEN ANSWER TO THIS NOTICE**
18 **WITHIN 20 DAYS AFTER SERVICE, OR IF YOU FAIL TO APPEAR AT**
THE STATE BAR COURT TRIAL:

- 19 **(1) YOUR DEFAULT WILL BE ENTERED;**
- 20 **(2) YOUR STATUS WILL BE CHANGED TO INACTIVE AND YOU**
WILL NOT BE PERMITTED TO PRACTICE LAW;
- 21 **(3) YOU WILL NOT BE PERMITTED TO PARTICIPATE FURTHER IN**
THESE PROCEEDINGS UNLESS YOU MAKE A TIMELY MOTION
AND THE DEFAULT IS SET ASIDE, AND;
- 22 **(4) YOU SHALL BE SUBJECT TO ADDITIONAL DISCIPLINE.**
23 **SPECIFICALLY, IF YOU FAIL TO TIMELY MOVE TO SET ASIDE**
24 **OR VACATE YOUR DEFAULT, THIS COURT WILL ENTER AN**
25 **ORDER RECOMMENDING YOUR DISBARMENT WITHOUT**
26 **FURTHER HEARING OR PROCEEDING. SEE RULE 5.80 ET SEQ.,**
27 **RULES OF PROCEDURE OF THE STATE BAR OF CALIFORNIA.**

26 / / /

27 / / /

28 / / /

kwiktag®

018 036 441



1 The State Bar of California alleges:

2 **JURISDICTION**

3 1. TATIANA K. LINTON ("Respondent") was admitted to the practice of law in the
4 State of California on December 6, 1993, was a member at all times pertinent to these charges,
5 and is currently a member of the State Bar of California.

6 **COUNT ONE**

7 **Case No. 11-O-10046**
8 **Business and Professions Code, section 6106**
9 **[Moral Turpitude - Misappropriation]**

10 2. Respondent wilfully violated Business and Professions Code, section 6106, by
11 committing an act involving moral turpitude, dishonesty or corruption, as follows:

12 3. Robert Assil ("Assil") is the owner and manager of Quartz Hill, LLC ("Quartz
13 Hill").

14 4. In or about October 2009, Assil, on behalf of Quartz Hill, entered into a financial
15 venture with an entity known as Gasprom, Inc. ("Gasprom"). At all times herein, Respondent
16 was the attorney for Gasprom, and its agent for service of process.

17 5. Quartz Hill agreed to loan Gasprom the sum of \$305,000 so that Gasprom could
18 quickly purchase and then sell at a profit a piece of real property in Toluca Lake ("Toluca Lake
19 deal"). This is a practice commonly known as "flipping" properties.

20 6. Neither Assil nor any representative of Quartz Hill communicated with
21 Respondent regarding the Toluca Lake deal. Instead, Assil and Quartz Hill, dealt with
22 Mario Nordet ("Nordet"), who represented to Assil that he was Gasprom's representative and
23 authorized to act on its behalf.

24 7. Thereafter, an escrow regarding the Toluca Lake deal was opened at Green Forest
25 Escrow Corp ("Green Forest"). On or about October 14, 2009, Assil, on behalf of Quartz Hill,
26 gave Nordet \$305,000 by means of a check made payable to cash, which Nordet used to
27 purchase a cashier's check made payable to a title company. In return, Nordet provided Quartz
28 Hill with a promissory note.

8. Pursuant to the agreement between Quartz Hill and Gasprom, when the escrow

1 closed, Quartz Hill was to be paid the sum of \$324,150.00, which represented Quartz Hill's
2 principal plus the return on its investment.

3 9. On or about December 8, 2009, the escrow closed on the Toluca Lake deal. On or
4 about that date, in accordance with the agreement and the escrow instruction, Green Forest drew
5 a check made payable to Quartz Hill, LLC in the amount of \$324,150.00 ("Quartz Hill's escrow
6 check"). Quartz Hill was the only payee on the check. Neither Respondent, Gasprom, nor any
7 other person or entity was a payee on the check.

8 10. Before Green Forest released Quartz Hill's escrow check to Quartz Hill,
9 Respondent called, or caused one of her agents to call, Green Forest and arranged for Green
10 Forest to send Quartz Hill's escrow check to Respondent's office instead of sending it to Assil.
11 Respondent, or her agent, told Green Credit that Respondent wished to handle the delivery of the
12 funds to Assil. Respondent, or her agent, made these instructions to Green Forest without Quartz
13 Hill's or Assil's knowledge, authority or consent.

14 11. Pursuant to Respondent's instructions, Green Forest delivered Quartz Hill's
15 escrow check to Respondent's office.

16 12. Sometime after on or about December 8, 2009, Assil called Green Forest
17 regarding the status of the escrow and when he could expect payment of his funds. At that time,
18 Green Forest informed Assil that Green Forest had given Quartz Hill's escrow check to
19 Respondent after she requested the check.

20 13. During in or about December 2009 and January 2010, Assil called Respondent's
21 law office on several occasions and left messages for her to return his call. Respondent received
22 Assil's messages. Respondent did not respond in any manner to Assil's telephone messages.

23 14. On or about December 24, 2009, Respondent deposited Quartz Hill's \$324,150.00
24 escrow check into her client trust account at Bank of America, account no. 16640-6XXXX¹
25 ("CTA"). Respondent was not authorized to possess, endorse, deposit or otherwise negotiate
26 Quartz Hill's escrow check. Respondent deposited Quartz Hill's escrow check into her CTA
27 without Quartz Hill's or Assil's knowledge, authority, consent, or endorsement on the check.

28 ¹ The complete account number has been omitted due to privacy concerns.

1 15. Neither Respondent, Gasprom, nor any other person or entity other than Quartz
2 Hill had any interest in, or claim or right to, any portion of the \$324,150.00. Because
3 Respondent and Gasprom had no interest in, or claim or right to, any portion of the \$324,150.00,
4 Respondent was at all times required to maintain that balance in her CTA on behalf of Quartz
5 Hill until such time as she returned the funds to Quartz Hill.

6 16. To date, Respondent has not disbursed or returned any portion of the \$324,150.00
7 to Quartz Hill or Assil.

8 17. Respondent failed to maintain a minimum balance of \$324,150.00 in her CTA
9 on behalf of Quartz Hill. On or about December 30, 2009, the balance in Respondent's CTA
10 fell to \$104,853.53. On or about January 12, 2010, the balance in Respondent's CTA fell to a
11 low of \$693.53.

12 18. On or about March 26, 2010, attorney Gary Brown ("Brown"), an attorney
13 representing Quartz Hill, sent Respondent correspondence via facsimile and U.S. Mail to her law
14 office demanding that she turn over the funds that were owed to Quartz Hill from the Toluca
15 Lake deal. Respondent received Brown's correspondence. Respondent did not respond in any
16 manner to Brown's correspondence.

17 19. On or about April 19, 2010, Brown filed a civil complaint in Los Angeles County
18 Superior Court, entitled *Quartz Hill v. Tatiana Linton, et al.*, case no. LC089421, on behalf of
19 Quartz Hill against Respondent and others that alleged, among other things, that Respondent
20 converted funds from Quartz Hill ("*Quartz Hill* civil matter").

21 20. Although Respondent was properly served with the complaint in the Quartz Hill
22 civil matter, Respondent did not record an appearance. Consequently, Respondent's default was
23 entered in the *Quartz Hill* civil matter on August 18, 2010.

24 21. Respondent dishonestly or with gross negligence misappropriated \$324,150.00 of
25 Quartz Hill's funds for her own personal use.

26 22. By misappropriating Quartz Hill's funds, Respondent committed an act involving
27 moral turpitude, dishonesty or corruption, in willful violation of Business and Professions Code
28 section 6106.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DECLARATION OF SERVICE BY CERTIFIED MAIL

CASE NUMBER: 11-O-10046

I, the undersigned, over the age of eighteen (18) years, whose business address and place of employment is the State Bar of California, 1149 South Hill Street, Los Angeles, California 90015, declare that I am not a party to the within action; that I am readily familiar with the State Bar of California's practice for collection and processing of correspondence for mailing with the United States Postal Service; that in the ordinary course of the State Bar of California's practice, correspondence collected and processed by the State Bar of California would be deposited with the United States Postal Service that same day; that I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date on the envelope or package is more than one day after date of deposit for mailing contained in the affidavit; and that in accordance with the practice of the State Bar of California for collection and processing of mail, I deposited or placed for collection and mailing in the City and County of Los Angeles, on the date shown below, a true copy of the within

NOTICE OF DISCIPLINARY CHARGES

in a sealed envelope placed for collection and mailing as certified mail, return receipt requested, Article No.: 7196 9008 9111 0444 2262, at Los Angeles, on the date shown below, addressed to:

**Tatiana K. Linton
Linton & Associates
3940 Laurel Canyon Blvd., Suite 1519
Studio City, CA 91604**

in an inter-office mail facility regularly maintained by the State Bar of California addressed to:

N/A

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

DATED: August 18, 2011

Signed: 
Roberta L. Hernandez
Declarant