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6 TATIANA K. LINTON

**FILED**

OCT 16 2013  
STATE BAR COURT  
CLERK'S OFFICE  
LOS ANGELES

7  
8 BEFORE THE STATE BAR COURT  
9 OF THE STATE OF CALIFORNIA  
10 HEARING DEPARTMENT – LOS ANGELES  
11

12 In the Matter of ) Case No. 12-O-13465  
13 TATIANA KATERINA LINTON, )  
14 Member No. 166615, ) **PROPOSED VERIFIED RESPONSE TO**  
15 ) **THE NOTICE OF DISCIPLINARY**  
16 A Member of the State Bar. ) **CHARGES**  
17

18 Respondent Tatiana K. Linton (“Respondent”) responds to the Notice of Disciplinary  
19 Charges (“NDC”) on file herein as follows:  
20

21 **Answer to Specific Allegations Contained in the Notice of Disciplinary Charges**

22 1. Respondent admits the assertion in Paragraph 1.  
23

24 **COUNT ONE**

25 2. Respondent objects to the allegation in Paragraph 2 which constitutes a legal  
26 conclusion and, without waiving this objection, denies that she committed acts in willful violation  
27 of Rule 4-100(A).

28 3. Respondent admits the allegations in Paragraph 3.



1           4.       Respondent lacks personal knowledge of the allegations and assertions contained in  
2 Paragraph 4 of the NDC relating to the purported communication between the Los Angeles County  
3 Tax Collector's office and Fidelity National Title ("Fidelity"), and therefore denies such allegations  
4 on that basis.

5           5.       Respondent lacks personal knowledge of the allegations and assertions contained in  
6 Paragraph 5 of the NDC relating to the purported communication between Fidelity and  
7 Boguslavsky, and therefore denies such allegations on that basis.

8           6.       Respondent lacks personal knowledge of the allegations and assertions contained in  
9 Paragraph 6 of the NDC relating to the purported communication between Boguslavsky and  
10 Fidelity, and therefore, denies such allegations on that basis.

11           7.       Respondent admits the allegations in Paragraph 7.

12           8.       Responding to Paragraph 8 of the NDC, Respondent admits that she discussed the  
13 issue of the tax refund with a representative of Chabad, but denies that a three-person conversation  
14 between herself, a Chabad representative, and Boguslavsky took place.

15           9.       Responding to Paragraph 9 of the NDC, Respondent admits that it was originally  
16 agreed that Boguslavsky would receive \$9,935.66 of the tax refund based on Boguslavsky's  
17 representation in his original tax basis in the property. Respondent's states that she later learned  
18 that Boguslavsky had misrepresented his tax basis in the property.

19           10.      Respondent admits the allegations in Paragraph 10.

20           11.      Responding to the allegations in Paragraph 11 of the NDC, Respondent admits in  
21 part and denies in part. Respondent admits that on or about January 31, 2012, the property tax  
22 refund check was deposited into her client trust account, and admits that she was required to  
23 maintain \$9,935.66 on behalf of Boruslavsky, but denies that the signature on the refund check was  
24 forged.

25           12.      Respondent denies the allegations in Paragraph 12 at this time on the grounds that  
26 investigation and analysis is continuing.

27           13.      Responding to the allegations in Paragraph 13 of the NDC, Respondent admits that  
28 in February, 2012, Boguslavsky contacted her and requested disbursement of the tax refund check,

1 and that Respondent told him that she could not yet disburse the funds because he (Boguslavsky)  
2 had misrepresented his tax basis in the property and the Chabad disputed the allocation of the funds  
3 to Boguslavsky, which required Respondent to interplead the funds.

4 14. Respondent denies the allegations in Paragraph 14 at this time on the grounds that  
5 investigation and analysis is continuing.

6 15. Respondent denies the allegations in Paragraph 15 at this time on the grounds that  
7 investigation and analysis is continuing.

8 16. Respondent denies the allegations in Paragraph 16 at this time on the grounds that  
9 investigation and analysis is continuing.

10 17. Respondent denies the allegations and objects to the assertions in Paragraph 17,  
11 which constitute legal conclusion.

12  
13 **COUNT TWO**

14 18. Respondent objects to the allegation in Paragraph 18 which constitutes a legal  
15 conclusion and, without waiving this objection, denies that she committed acts in willful violation  
16 of Bus. and Prof. Code, section 6106.

17 19. Responding to Paragraph 19, Respondent incorporates by reference her answers to  
18 Paragraphs 1 through 17 above as if set forth in full herein.

19 20. Responding to Paragraphs 20 and 21, inclusive, Respondent objects to the allegations  
20 in Paragraphs 20 and 21 which constitutes a legal conclusion and, without waiving this objection,  
21 denies that she misappropriated client funds belonging to Boguslavsky.

22  
23 **COUNT THREE**

24 21. Respondent objects to the allegation in Paragraph 22 which constitutes a legal  
25 conclusion and, without waiving this objection, denies that she committed acts in willful violation  
26 of Rule 4-100(B)(3).

27 22. Responding to Paragraph 23, Respondent incorporates by reference her answers to  
28 Paragraphs 1 through 21 above as if set forth in full herein.

1 23. Responding to the allegation in Paragraph 24 of the NDC, Respondent denies that  
2 she failed to account to Boguslavsky for the property tax refund she received, and states that  
3 Boguslavsky was advised that the property tax refund was being interpleaded to determine how  
4 much should be allocated between Boguslavsky and the Chabad.

5 24. Respondent objects to the assertion in Paragraph 25 which constitutes a legal  
6 conclusion and, without waiving this objection, denies that she failed to account to Boguslavsky  
7 regarding the funds she received on his behalf.

8  
9 **COUNT FOUR**

10 25. Respondent objects to the allegation in Paragraph 26 which constitutes a legal  
11 conclusion and, without waiving this objection, denies that she committed acts in willful violation  
12 of Rule 4-100(B)(4).

13 26. Responding to Paragraph 27, Respondent incorporates by reference her answers to  
14 Paragraphs 1 through 25 above as if set forth in full herein.

15 27. Responding to Paragraph 28, Respondent admits that she has yet to pay a portion of  
16 the tax refund to Boguslavsky because a third party – the Chabad – has raised a legitimate dispute  
17 as to the distribution of the tax refund to Boguslavsky, and the interpleader action has yet to resolve.

18 28. Respondent objects to the assertion in Paragraph 29 which constitutes a legal  
19 conclusion and, without waiving this objection, denies that she failed to promptly pay funds owed to  
20 her client.

21  
22 **COUNT FIVE**

23 29. Respondent objects to the allegation in Paragraph 30 which constitutes a legal  
24 conclusion and, without waiving this objection, denies that she committed acts in willful violation  
25 of Rule 4-100(A).

26 30. Respondent admits the allegations in Paragraph 31.

27 31. Respondent admits the allegations in Paragraph 32.

28 32. Respondent admits the allegations in Paragraph 33.



**COUNT SEVEN**

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2           44.     Respondent objects to the allegation in Paragraph 46 which constitutes a legal  
3 conclusion and, without waiving this objection, denies that she committed acts in willful violation  
4 of Rule 4-100(B)(1).

5           45.     Responding to Paragraph 47, Respondent incorporates by reference her answers to  
6 Paragraphs 30 through 45 above as if set forth in full herein.

7           46.     Respondent denies the allegations in Paragraph 48 of the NDC.

8           47.     Responding to Paragraph 49 of the NDC, Respondent admits in part and denies in  
9 part. Respondent admits that she spoke with Ponce on or about October 1, 2010, advised Ponce that  
10 there may have been a lapse in her insurance coverage, and explained that she could not yet  
11 disburse the funds to her until the issues involving Ponce's insurance coverage, a statutory lien for  
12 her emergency medical treatment, workers' compensation and disability claims were all resolved.  
13 Respondent denies the allegation that she failed to notify Ponce that she had received the settlement  
14 funds, as Respondent advised Ponce that the funds were received but could not yet be disbursed for  
15 the above reasons.

16           48.     Responding to the allegation in Paragraph 50, Respondent admits that on or about  
17 October 2, 2010 Ponce faxed her insurance documents to Respondent to prove there was no lapse in  
18 her insurance coverage, but the documents she faxed did in fact show that there was a lapse in her  
19 insurance coverage during the pertinent time when the injury occurred.

20           49.     Respondent denies the allegations in Paragraph 51 of the NDC.

21           50.     Respondent lacks personal knowledge of the allegations and assertions contained in  
22 Paragraph 52 of the NDC, and therefore denies such allegations on that basis.

23           51.     Respondent objects to the assertion in Paragraph 53 which constitutes a legal  
24 conclusion and, without waiving this objection, denies that she told Ponce that she had not yet  
25 received the settlement check from Mercury Insurance.

26           52.     Respondent lacks personal knowledge of the allegations and assertions contained in  
27 Paragraph 54 of the NDC relating to the communication between Ponce's daughter and Mercury  
28 Insurance, and therefore denies such allegations on that basis.

1           53.     Responding to the allegations in Paragraph 55 of the NDC, Respondent admits in  
2 part and denies in part. Respondent admits that on or about July 2, 2012, she sent Ponce an  
3 accounting of the settlement funds disbursement itemization form, but denies that that was the first  
4 time she informed Ponce of her receipt of the settlement funds from Mercury Insurance.

5           54.     Responding to Paragraph 56 of the NDC, Respondent admits that in the accounting  
6 provided to Ponce she indicated that \$4,913 of the settlement funds was being withheld to pay  
7 Ponce's medical providers, because it turned out that Ponce did not have insurance coverage at the  
8 time of the injury, nor did she receive workers' compensation or disability payments.

9           55.     Respondent objects to the assertion in Paragraph 57 which constitutes a legal  
10 conclusion and, without waiving this objection, denies that she waited more than two years to notify  
11 Ponce that she had received the settlement check from Mercury Insurance.

12

13

**COUNT EIGHT**

14           56.     Respondent objects to the allegation in Paragraph 58 which constitutes a legal  
15 conclusion and, without waiving this objection, denies that she committed acts in willful violation  
16 of Rule 4-100(B)(4).

17           57.     Responding to Paragraph 59, Respondent incorporates by reference her answers to  
18 Paragraphs 30 through 57 above as if set forth in full herein.

19           58.     Respondent admits the allegation in Paragraph 60.

20           59.     Respondent denies the allegation in Paragraph 61.

21           60.     Respondent objects to the assertion in Paragraph 62 which constitutes a legal  
22 conclusion and, without waiving this objection, denies that she failed to promptly pay funds owed to  
23 her client and her medical providers.

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28 //

1 **COUNT NINE**

2 61. Respondent objects to the allegation in Paragraph 63 which constitutes a legal  
3 conclusion and, without waiving this objection, denies that she committed acts in willful violation  
4 of Business and Professions Code, section 6106.

5 62. Responding to Paragraph 64, Respondent incorporates by reference her answers to  
6 Paragraphs 30 through 62 above as if set forth in full herein.

7 63. Respondent objects to the allegations in Paragraphs 65 which constitute a legal  
8 conclusion and, without waiving this objection, denies that she advised Ponce that the settlement  
9 was delayed due to possible lapse in her insurance coverage, and denies that she advised Ponce that  
10 she had not yet received the settlement funds in October, 2010. Respondent did not act dishonestly  
11 in advising Ponce that she had received the settlement funds but could not distribute the funds until  
12 it was confirmed whether the funds would be affected by any liens for Ponce's emergency medical  
13 treatment, which was dependent on whether Ponce had health insurance coverage, and whether she  
14 was to received workers' compensation and disability payments.

15  
16 **FIRST AFFIRMATIVE DEFENSE**

17 (Failure to State Sufficient Facts)

18 The Notice of Disciplinary Charges, and each of its purported counts, fails to state facts  
19 sufficient to state a basis for discipline.

20  
21 **SECOND AFFIRMATIVE DEFENSE**

22 (Duplicative Charges)

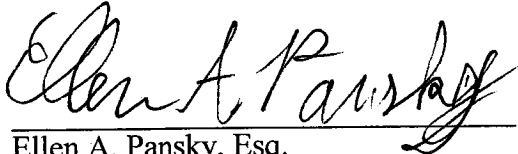
23 The Notice of Disciplinary Charges contains inappropriate, unnecessary and immaterial  
24 duplicative charges. *In the Matter of Torres* (Review Dept. 2000) 4 Cal. State Bar Ct. Rptr. 138, 148;  
25 *Bates v. State Bar* (1990) 51 Cal.3rd 1056, 1060; *In the Matter of Lilley* (Rev. Dept. 1991) 1 Cal. State  
26 Bar Ct. Rptr. 476, 585.  
27  
28



1           WHEREFORE, Respondent prays that the Court find that Respondent did not commit acts  
2 constituting professional misconduct, and that the Notice of Disciplinary Charges be dismissed  
3

4  
5 Dated: August 30, 2013

PANSKY MARKLE HAM LLP  
ELLEN A. PANSKY, ESQ.

6  
7 By:   
8       Ellen A. Pansky, Esq.  
9       Attorneys for Respondent     *by: A.B.*  
10       Tatiana K. Linton

VERIFICATION

1  
2  
3 I have read the foregoing **PROPOSED VERIFIED RESPONSE TO THE NOTICE OF**  
4 **DISCIPLINARY CHARGES**, and know its contents. I am the respondent in the within  
5 proceeding, and make this verification for that reason. I am informed and believe and on that  
6 ground allege that the matters stated in the foregoing document are true.  
7

8 I declare under penalty of perjury under the laws of the State of California that the foregoing  
9 is true and correct.  
10

11 Executed this 30<sup>th</sup> day of August, 2013, at South Pasadena California.  
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15 **Tatiana Linton**  
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