

PUBLIC MATTER

1 STATE BAR OF CALIFORNIA
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STATE BAR COURT
CLERK'S OFFICE
LOS ANGELES

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9 STATE BAR COURT
10 HEARING DEPARTMENT - LOS ANGELES

11 In the Matter of:) Case No. 12-O-13465
12) 12-O-14477
13 TATIANA KATERINA LINTON,)
No. 166615,) NOTICE OF DISCIPLINARY CHARGES
14)
15 A Member of the State Bar)

16 **NOTICE - FAILURE TO RESPOND!**

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
19 THE STATE BAR COURT TRIAL:**

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

26 The State Bar of California alleges:

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27 **JURISDICTION**

28 1. Tatiana Katerina Linton (Respondent) was admitted to the practice of law in the State of California on December 6, 1993, was a member at all times pertinent to these charges, and is

1 currently a member of the State Bar of California.

2 COUNT ONE

3 Case No. 12-O-13465
4 Rules of Professional Conduct, rule 4-100(A)
[Failure to Maintain Client Funds in Trust Account]

5 2. Respondent wilfully violated Rules of Professional Conduct, rule 4-100(A), by failing to
6 maintain the balance of funds received for the benefit of a client and deposited in a bank account
7 labeled "Trust Account," "Client's Funds Account" or words of similar import, as follows:

8 3. In or about November 2008, Boris Boguslavsky (Boguslavsky) hired Respondent to
9 represent him in a real estate transaction for the sale of Boguslavsky's residence located at 910
10 Beverly Drive in Beverly Hills, CA (910 Beverly). With Respondent's assistance, Boguslavsky
11 sold 910 Beverly to Chabad in the Hills (Chabad) in or about late December 2008. The title
12 work for the sale of 910 Beverly was completed by Fidelity National Title (Fidelity).

13 4. On or about November 17, 2011, the Los Angeles County Tax Collector's office
14 (LACTC) contacted Fidelity regarding a tax refund related to the sale of 910 Beverly. LACTC
15 informed Fidelity that taxes totaling \$22,935.66 were overpaid during the sale transaction of 910
16 Beverly. LACTC informed Fidelity that it wanted to refund the entire amount, \$22,935.66, to
17 Chabad, the buyer of 910 Beverly.

18 5. In or about November 2011, Fidelity contacted Boguslavsky to get his permission to
19 issue the entire tax refund to Chabad.

20 6. In or about November 2011, Boguslavsky informed Fidelity that he thought that he was
21 entitled to a portion of the tax refund.

22 7. In or about December 2011, LACTC issued the tax refund check in the amount of
23 \$22,935.66 to Fidelity National Title Company.

24 8. In or about December 2011, and in or about January 2012, Boguslavsky, Respondent, and
25 a representative of Chabad discussed how to split the tax refund.

26 9. In or about January 2012, the parties agreed that Boguslavsky would receive \$9,935.66 of
27 the tax refund and that Chabad would receive the remainder.

1 10. On or about January 27, 2012, Fidelity National Title Company sent a check to
2 Respondent in the amount of \$9,935.66, payable to Boguslavsky and his wife. Respondent
3 received the property tax refund check.

4 11. On or about January 31, 2012, Respondent, or someone at her direction, forged the
5 signatures of Boguslavsky and his wife on the property tax refund check, and deposited the
6 check into her client trust account at Bank of America, account number xxxxx-x1104 (CTA).¹
7 Respondent was required to maintain \$9,935.66 in her CTA on behalf of Boruslavsky.

8 12. On or about February 29, 2012, without making any distributions on Boruslavsky's
9 behalf, the balance in Respondent's CTA fell to \$2,610.19.

10 13. In or about late February 2012, Boguslavsky contacted Respondent by phone and
11 requested the property tax refund. Respondent told Boguslavsky that he could not have the
12 money.

13 14. On or about March 30, 2012, the balance in Respondent's CTA was \$634.49.

14 15. On or about April 30, 2012, the balance in Respondent's CTA was \$149.49.

15 16. Respondent failed to maintain \$9,786.17 (\$9,935.66 - \$149.49) of Boguslavsky's funds in
16 her CTA.

17 17. By failing to maintain \$9,786.17 of Boguslavsky's funds in her CTA, Respondent failed
18 to maintain the balance of funds received for the benefit of a client and deposited in a bank
19 account labeled "Trust Account," "Client's Funds Account" or words of similar import.

20 COUNT TWO

21 Case No. 12-O-13465
22 Business and Professions Code, section 6106
[Moral Turpitude - Misappropriation]

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

25 19. The allegations of Count One are incorporated by reference.

26 20. Respondent dishonestly or with gross negligence misappropriated \$9,786.17 of
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28 ¹ The complete account number is omitted due to privacy concerns.

1 Boguslavsky's property tax refund.

2 21. By misappropriating \$9,786.17 of Boguslavsky's property tax refund, Respondent
3 committed an act involving moral turpitude, dishonesty or corruption.

4 COUNT THREE

5 Case No. 12-O-13465
6 Rules of Professional Conduct, rule 4-100(B)(3)
7 [Failure to Render Accounts of Client Funds]

8 22. Respondent wilfully violated Rules of Professional Conduct, rule 4-100(B)(3), by failing
9 to render appropriate accounts to a client regarding all funds coming into Respondent's
10 possession, as follows:

11 23. The allegations of Counts One and Two are incorporated by reference.

12 24. To date, Respondent has failed to provide Boguslavsky with an accounting for the
13 \$9,935.66 property tax refund she received on behalf of Boguslavsky.

14 25. By failing to provide Boguslavsky with an accounting for the \$9,935.66 property tax
15 refund Respondent received on behalf of Boguslavsky, Respondent failed to render appropriate
16 accounts to a client regarding all funds coming into Respondent's possession.

17 COUNT FOUR

18 Case No. 12-O-13465
19 Rules of Professional Conduct, rule 4-100(B)(4)
[Failure to Pay Client Funds Promptly]

20 26. Respondent wilfully violated Rules of Professional Conduct, rule 4-100(B)(4), by failing
21 to pay promptly, as requested by a client, any funds in Respondent's possession which the client
22 is entitled to receive, as follows:

23 27. The allegations of Counts One, Two, and Three are incorporated by reference.

24 28. To date, Respondent has failed to pay Boguslavsky any portion of the \$9,935.66 property
25 tax refund that Respondent received on behalf of Boguslavsky.

26 29. By failing to disburse to Boguslavsky the \$9,935.66 property tax refund that Respondent
27 received on behalf of Boguslavsky, Respondent, failed to pay promptly, as requested by a client,
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1 any funds in Respondent's possession which the client is entitled to receive.

2 COUNT FIVE

3 Case No. 12-O-14477
4 Rules of Professional Conduct, rule 4-100(A)
[Failure to Maintain Client Funds in Trust Account]

5 30. Respondent wilfully violated Rules of Professional Conduct, rule 4-100(A), by failing to
6 maintain the balance of funds received for the benefit of a client and deposited in a bank account
7 labeled "Trust Account," "Client's Funds Account" or words of similar import, as follows:

8 31. On or about July 12, 2007, Lucia Ponce (Ponce) hired Respondent to represent her in a
9 personal injury matter. They agreed that Respondent would receive a contingent fee of 33⅓
10 percent if the case settled before a complaint was filed.

11 32. On or about May 4, 2010, Respondent settled Ponce's personal injury matter before a
12 complaint was filed.

13 33. On or about May 4, 2010, Mercury Insurance issued a settlement check to Respondent
14 and Ponce in the amount of \$11,208.36, as settlement of Ponce's personal injury claim. Mercury
15 mailed the check to its defense counsel.

16 34. On or about May 17, 2010, Respondent sent a letter to Ponce informing Ponce that her
17 personal injury matter had settled, and asking her to sign a release of claims. Respondent did not
18 inform Ponce that Respondent had already received the settlement funds from Mercury
19 Insurance.

20 35. On or about May 20, 2010, Ponce signed a release of claims regarding the settlement,
21 and returned the release to Respondent. Respondent received the release.

22 36. In or about May 2010, Respondent delivered the signed release to Mercury's defense
23 counsel. Upon receipt of the releases, Mercury's defense counsel delivered the settlement check
24 to Respondent. Respondent received the settlement check.

25 37. On or about June 16, 2010, Respondent deposited Ponce's settlement check into her
26 CTA. Pursuant to the terms of the fee agreement, Respondent was entitled to keep 33⅓ percent
27 of the settlement funds as her fees (\$3,736.12), and was entitled to keep \$524 in costs from the
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1 settlement funds. Respondent was required to maintain at least \$6,948.24 (\$11,208.36 -
2 \$4,260.12) in her CTA on behalf of Ponce.

3 38. On or about July 30, 2010, without making any disbursements on behalf of Ponce, the
4 balance in Respondent's CTA fell to \$2,820.93.

5 39. On or about August 31, 2010, without making any disbursements on behalf of Ponce, the
6 balance in Respondent's CTA fell below zero.

7 40. Respondent failed to maintain \$6,948.24 of Ponce's settlement funds in her CTA.

8 41. By failing to maintain \$6,948.24 in her CTA on behalf of Ponce, Respondent failed to
9 maintain the balance of funds received for the benefit of a client and deposited in a bank account
10 labeled "Trust Account," "Client's Funds Account" or words of similar import.

11 COUNT SIX

12 Case No. 12-O-14477
13 Business and Professions Code, section 6106
[Moral Turpitude - Misappropriation]

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

16 43. The allegations of Count Five are incorporated by reference.

17 44. Respondent dishonestly, or with gross negligence, misappropriated \$6,948.24 of Ponce's
18 settlement funds.

19 45. By misappropriating \$6,948.24 of Ponce's settlement funds, Respondent committed an
20 act involving moral turpitude, dishonesty or corruption.

21 COUNT SEVEN

22 Case No. 12-O-14477
23 Rules of Professional Conduct, rule 4-100(B)(1)
[Failure to Notify of Receipt of Client Funds]

24 46. Respondent wilfully violated Rules of Professional Conduct, rule 4-100(B)(1), by failing
25 to notify a client promptly of the receipt of the client's funds, as follows:

26 47. The allegations of Counts Five and Six are incorporated by reference.

27 48. Respondent failed to inform Ponce that Respondent had received Ponce's settlement
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1 check in or about May 2010, and that Respondent had deposited Ponce's settlement check into
2 her CTA on or about June 16, 2010.

3 49. On or about October 1, 2010, Ponce contacted Respondent by phone for a status update
4 on the settlement. Respondent advised Ponce there may have been a lapse in Ponce's insurance
5 coverage which created a problem with the settlement. In that conversation, Respondent failed
6 to notify Ponce that she had already received Ponce's settlement funds.

7 50. On or about October 2, 2010, Ponce faxed her insurance documents to Respondent to
8 prove that there had been no coverage lapse.

9 51. On or about October 6, 2010, Ponce contacted Respondent by phone for a status update
10 on the settlement, and Respondent told Ponce she had not received Ponce's insurance
11 documents. In that conversation, Respondent again failed to notify Ponce that she had already
12 received Ponce's settlement funds.

13 52. On or about October 6, 2010, Ponce re-faxed her insurance documents to Respondent.

14 53. On or about October 11, 2010, Respondent told Ponce that Mercury Insurance had not yet
15 provided Respondent with a settlement check. Respondent knew, or was grossly negligent in not
16 knowing, that that Respondent received Ponce's settlement funds in or about May 2010.

17 54. In or about early 2012, Ponce's daughter, Iris Ponce, contacted Mercury Insurance
18 regarding the settlement, and learned that Respondent had received the settlement check in or
19 about May 2010, and deposited it on June 16, 2010.

20 55. On or about July 2, 2012, Respondent sent Ponce an accounting of the settlement funds
21 disbursement itemization form, thereby informing Ponce, for the first time, that Respondent had
22 received Ponce's settlement funds from Mercury Insurance.

23 56. In the accounting of the settlement funds, Respondent indicated that she was withholding
24 \$4,913 of the settlement funds to pay Ponce's medical providers.

25 57. By waiting approximately two years and two months to inform Ponce that she had
26 received the \$11,208.36 settlement check from Mercury Insurance, Respondent failed to
27 promptly notify a client of the receipt of the client's funds.

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COUNT EIGHT

Case No. 12-O-14477
Rules of Professional Conduct, rule 4-100(B)(4)
[Failure to Pay Client Funds Promptly]

58. Respondent wilfully violated Rules of Professional Conduct, rule 4-100(B)(4), by failing to pay promptly, as requested by a client, any funds in Respondent's possession which the client is entitled to receive, as follows:

59. The allegations of Counts Five, Six and Seven are incorporated by reference.

60. On or about September 27, 2012, Respondent sent Ponce a check from Respondent's CTA in the amount of \$2,035.24 which was Ponce's share of the settlement funds after the Ponce's medical expenses were paid.

61. To date Ponce's medical providers have not been paid.

62. By failing to disburse Ponce's share of the settlement funds until on or about September 27, 2012, and by failing, to date, to pay Ponce's medical providers, Respondent, failed to pay promptly, as requested by a client, any funds in Respondent's possession which the client is entitled to receive.

COUNT NINE

Case No. 12-O-14477
Business and Professions Code, section 6106
[Moral Turpitude]

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

64. The allegations of Counts Five, Six and Seven are incorporated by reference.

65. By telling Ponce, on or about October 1, 2010, that the settlement was delayed by a possible lapse in Ponce's insurance coverage, and by telling Ponce, on or about October 11, 2010, that Mercury Insurance had not yet delivered Ponce's settlement funds to Respondent when she knew or was grossly negligent in not knowing that she had received the settlement funds, Respondent committed an act, or acts, involving moral turpitude, dishonesty or corruption.

NOTICE - INACTIVE ENROLLMENT!

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YOU ARE HEREBY FURTHER NOTIFIED THAT IF THE STATE BAR COURT FINDS, PURSUANT TO BUSINESS AND PROFESSIONS CODE SECTION 6007(c), THAT YOUR CONDUCT POSES A SUBSTANTIAL THREAT OF HARM TO THE INTERESTS OF YOUR CLIENTS OR TO THE PUBLIC, YOU MAY BE INVOLUNTARILY ENROLLED AS AN INACTIVE MEMBER OF THE STATE BAR. YOUR INACTIVE ENROLLMENT WOULD BE IN ADDITION TO ANY DISCIPLINE RECOMMENDED BY THE COURT.

NOTICE - COST ASSESSMENT!

IN THE EVENT THESE PROCEDURES RESULT IN PUBLIC DISCIPLINE, YOU MAY BE SUBJECT TO THE PAYMENT OF COSTS INCURRED BY THE STATE BAR IN THE INVESTIGATION, HEARING AND REVIEW OF THIS MATTER PURSUANT TO BUSINESS AND PROFESSIONS CODE SECTION 6086.10.

Respectfully submitted,

THE STATE BAR OF CALIFORNIA
OFFICE OF THE CHIEF TRIAL COUNSEL

DATED: December 21, 2012

By: 

Anthony Garcia
Deputy Trial Counsel

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DECLARATION OF SERVICE BY CERTIFIED MAIL

CASE NUMBER: 12-O-13465, 12-O-14477

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 0442 8884, at Los Angeles, on the date shown below, addressed to:


**Tatiana Katerina Linton
3940 Laurel Canyon Blvd Ste 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: December 21, 2012

Signed: 

Max Carranza
Declarant