

PUBLIC MATTER

1 STATE BAR OF CALIFORNIA
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FILED
MAY 29 2015
 STATE BAR COURT
 CLERK'S OFFICE
 LOS ANGELES

STATE BAR COURT
 HEARING DEPARTMENT - LOS ANGELES

12 In the Matter of: 13 TINA AMOUEI NIA, 14 No. 237610, 15 A Member of the State Bar.))))))	Case Nos. 14-O-04592 and 14-O-05291 NOTICE OF DISCIPLINARY CHARGES
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NOTICE - FAILURE TO RESPOND!

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

- (1) **YOUR DEFAULT WILL BE ENTERED;**
- (2) **YOUR STATUS WILL BE CHANGED TO INACTIVE AND YOU WILL NOT BE PERMITTED TO PRACTICE LAW;**
- (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;**
- (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.**

1 The State Bar of California alleges:

2 JURISDICTION

3 1. Tina Amouei Nia ("Respondent") was admitted to the practice of law in the State
4 of California on August 19, 2005, was a member at all times pertinent to these charges, and is
5 currently a member of the State Bar of California.

6 COUNT ONE

7 Case No. 14-O-04592
8 Rules of Professional Conduct, rule 4-100(B)(4)
[Failure to Pay Client Funds Promptly]

9 2. On or about September 27, 2010, Respondent received on behalf of Respondent's
10 client, Monique Lukens, a settlement check from Allstate Insurance Co. made payable to
11 Respondent and client in the sum of \$1,099.96 in settlement of a property damage/loss of use
12 claim arising out of a vehicular accident. Respondent while having advised her client of this
13 payment in September 2010, waited until on or about January 22, 2015, to disburse this sum to
14 the client. Lukens demanded the proceeds of this settlement check within an e-mail to
15 Respondent dated October 1, 2010, and repeatedly thereafter. By delaying the distribution of the
16 property damage/loss of use settlement proceeds until on or about January 22, 2015, Respondent
17 has failed to pay promptly, as requested by Respondent's client, the settlement proceeds in
18 Respondent's possession in willful violation of Rules of Professional Conduct, rule 4-100(B)(4).

19 COUNT TWO

20 Case No. 14-O-04592
21 Rules of Professional Conduct, rule 4-100(B)(4)
[Failure to Pay Client Funds Promptly]

22 3. Respondent received on behalf of Respondent's client, Monique Lukens, on or
23 about June 18, 2012, a personal injury settlement draft from Allstate in the amount of \$14,000
24 arising out of a vehicle accident. On or about October 13, 2010, Respondent acknowledged the
25 lien of Dr. Ali Dini. On or about August 27, 2010, Respondent acknowledged the lien of Jon
26 Scott, D.C. Respondent failed to satisfy either above-referred lien until on or about March 11,
27 2014 and July 24, 2014, respectively, despite Lukens requests that she do so. By failing to satisfy
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1 the two above-referred medical liens until on or about March 11, 2014 and July 24, 2014,
2 Respondent has failed to pay promptly, as requested by Respondent's client, the settlement
3 proceeds in Respondent's possession in willful violation of Rules of Professional Conduct, rule
4 4-100(B)(4).

5 COUNT THREE

6 Case No. 14-O-04592
7 Business and Professions Code, section 6106
8 [Moral Turpitude - Misappropriation]

8 4. On or about September 27, 2010, Respondent received on behalf of Respondent's
9 client, Monique Lukens, a property damage/loss of use settlement check from Allstate Insurance
10 Co. made payable to Respondent and Client in the sum of \$1,099.96. On or about September 27,
11 2010, Respondent deposited the \$1,099.96 into Respondent's client trust account at JP Morgan
12 Chase, account #xxxxxx2528 on behalf of the client. Between on or about September 27, 2010
13 and October 6, 2010, Respondent dishonestly or with gross negligence misappropriated for
14 Respondent's own purposes \$1,099.96 that Respondent's client, was entitled to receive, and
15 thereby committed an act involving moral turpitude, dishonesty or corruption in willful violation
16 of Business and Professions Code, section 6106.

17 COUNT FOUR

18 Case No. 14-O-05291
19 Rules of Professional Conduct, rule 3-510
20 [Failure to Communicate a Settlement Offer]

20 5. On or about December 18, 2013, while Respondent was representing Respondent's
21 clients, Patricia Lopez and Anthony Carmona, in a civil matter, specifically claims for personal
22 injury damages attributable to a vehicular accident, Respondent learned of an offer of settlement
23 made to the clients in that civil matter, and Respondent did not communicate promptly to the
24 client all terms and conditions of the offer, in willful violation of the Rules of Professional
25 Conduct, rule 3-510.

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COUNT FIVE

Case No. 14-O-05291
Rules of Professional Conduct, rule 4-100(B)(4)
[Failure to Pay Client Funds Promptly]

6. On or about December 27, 2013, Respondent received on behalf of Respondent's clients, Patricia Lopez and Anthony Carmona, two settlement checks from Interinsurance Exchange of the Automobile Club made payable to Respondent and Clients in the total sum of \$22,500 in settlement of their personal injury claims arising out of a vehicular accident. Respondent failed to disburse settlement proceeds to the clients until February 24, 2015, despite their requests that she do so. By delaying the distribution of the settlement proceeds until February 24, 2015, Respondent failed to pay promptly, as requested by Respondent's clients, the settlement proceeds in Respondent's possession in willful violation of Rules of Professional Conduct, rule 4-100(B)(4).

COUNT SIX

Case No. 14-O-05291
Rules of Professional Conduct, rule 3-110(A)
[Failure to Perform with Competence]

7. On or about May 14, 2012, Patricia Lopez and Anthony Carmona employed Respondent to perform legal services, namely to pursue personal injury damage claims on their behalf, which Respondent intentionally, recklessly, or repeatedly failed to perform with competence, in willful violation of Rules of Professional Conduct, rule 3-110(A), by accepting settlements as to both claims on or about December 18, 2013, without the clients' knowledge or authority.

COUNT SEVEN

Case No. 14-O-05291
Rules of Professional Conduct, rule 4-100(B)(1)
[Failure to Notify of Receipt of Client Funds]

8. On or about December 27, 2013, Respondent received on behalf of Respondent's clients, Patricia Lopez and Anthony Carmona two settlement checks from Interinsurance Exchange of the Automobile Club made payable to Respondent and the clients in the total sum

1 of \$22,500. Respondent failed to notify the clients of Respondent's receipt of funds on the
2 clients' behalf until in or about March or April 2014, in willful violation of Rules of Professional
3 Conduct, rule 4-100(B)(1).

4 COUNT EIGHT

5 Case No. 14-O-05291
6 Rules of Professional Conduct, rule 3-310(C)(1)
7 [Potential Conflict - Representing Multiple Clients]

8 9. On or about May 14, 2012, Respondent accepted representation of multiple clients,
9 Patricia Lopez and Anthony Carmona, in joint representation to seek recovery for personal
10 injuries arising from an auto collision involving all of the clients. At that time she accepted their
11 representation, the interests of the clients potentially conflicted in that client Lopez was driving
12 the vehicle in which client Carmona was riding and client Lopez may have been liable, in part, to
13 client Carmona for his injuries. Respondent failed to inform the clients of the relevant
14 circumstances and of the actual and reasonably foreseeable adverse consequences to the clients
15 and failed to obtain the written consent of each client, in willful violation of the Rules of
16 Professional Conduct, rule 3-310(C)(1).

17 COUNT NINE

18 Case No. 14-O-05291
19 Business and Professions Code, section 6068(m)
20 [Failure to Inform Client of Significant Development]

21 10. Respondent failed to keep Respondent's clients, Patricia Lopez and Anthony
22 Carmona reasonably informed of significant developments in a matter in which Respondent had
23 agreed to provide legal services, in willful violation of Business and Professions Code, section
24 6068(m), by failing to inform the clients that Respondent had executed a settlement and release
25 instrument on behalf of both clients on or about December 18, 2013.
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COUNT TEN

Case No. 14-O-05291
Business and Professions Code, section 6090.5(a)(2)
[Attorney/Client Agreement Not to File Complaint]

11. On or about October 8, 2014, Respondent, while acting as a party sought agreement from Patricia Lopez, the plaintiff, that she shall withdraw a disciplinary complaint or shall not cooperate with the investigation or prosecution conducted by the State Bar in willful violation of Business and Professions Code, section 6090.5(a)(2).

COUNT ELEVEN

Case No. 14-O-05291
Business and Professions Code, section 6106
[Moral Turpitude - Misappropriation]

12. On or about December 27, 2013, Respondent received on behalf of Respondent's clients, Patricia Lopez and Anthony Carmona, personal injury settlement checks from Interinsurance Exchange of the Automobile Club made payable to Respondent and Clients in the total sum of \$22,500. On or about December 27, 2013, Respondent deposited the \$22,500 into Respondent's client trust account at JP Morgan Chase, account #xxxxx5664 on behalf of the client. On or about December 27, 2013, Respondent dishonestly or with gross negligence misappropriated for Respondent's own purposes \$7,999.99 that Respondent's clients were entitled to receive, and thereby committed an act involving moral turpitude, dishonesty or corruption in willful violation of Business and Professions Code, section 6106.

COUNT TWELVE

Case No. 14-O-05291
Business and Professions Code, section 6106
[Moral Turpitude - Misrepresentation]

13. On or about December 18, 2013, Respondent signed and/or caused to be signed, releases on behalf of her clients, Patricia Lopez and Anthony Carmona, and thereby misrepresented to the insurance carrier, Interinsurance Exchange of the Automobile Club, as well as to any other recipient of the releases, that the signatures were those of the clients when Respondent knew or was grossly negligent in not knowing the signatures on the releases were

1 not authentic, and thereby committed an act involving moral turpitude, dishonesty or corruption
2 in willful violation of Business and Professions Code, section 6106.

3 COUNT THIRTEEN

4 Case No. 14-O-05291

5 Business and Professions Code, section 6106
6 [Moral Turpitude - Misappropriation]

7 14. On or about July 17, 2012, Respondent received on behalf of Respondent's client,
8 Patricia Lopez, a property damage/rental/loss of use settlement check from Interinsurance
9 Exchange of the Automobile Club made payable to Respondent and Client in the sum of
10 \$1,012.15. On or about July 27, 2012, Respondent deposited the \$1,012.15 into Respondent's
11 client trust account at JP Morgan Chase, account #xxxxx5664 on behalf of the client. On or
12 about July 27, 2012, Respondent dishonestly or with gross negligence misappropriated for
13 Respondent's own purposes \$1,012.15 that Respondent's client was entitled to receive, and
14 thereby committed an act involving moral turpitude, dishonesty or corruption in willful violation
15 of Business and Professions Code, section 6106.

16 NOTICE - INACTIVE ENROLLMENT!

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

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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: May 29 '15

By: Hugh G. Radigan
Hugh G. Radigan
Deputy Trial Counsel

DECLARATION OF SERVICE

by

U.S. FIRST-CLASS MAIL / U.S. CERTIFIED MAIL / OVERNIGHT DELIVERY / FACSIMILE-ELECTRONIC TRANSMISSION

CASE NUMBER(s): **14-O-04592 and 14-O-05291**

I, the undersigned, am over the age of eighteen (18) years and not a party to the within action, whose business address and place of employment is the State Bar of California, 845 South Figueroa Street, Los Angeles, CA 90017-2515, declare that:

- on the date shown below, I caused to be served a true copy of the within document described as follows:

NOTICE OF DISCIPLINARY CHARGES

By U.S. First-Class Mail: (CCP §§ 1013 and 1013(a)) **By U.S. Certified Mail: (CCP §§ 1013 and 1013(a))**
- 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.

By Overnight Delivery: (CCP §§ 1013(c) and 1013(d))
- I am readily familiar with the State Bar of California's practice for collection and processing of correspondence for overnight delivery by the United Parcel Service ('UPS').

By Fax Transmission: (CCP §§ 1013(e) and 1013(f))
Based on agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax numbers listed herein below. No error was reported by the fax machine that I used. The original record of the fax transmission is retained on file and available upon request.

By Electronic Service: (CCP § 1010.6)
Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the person(s) at the electronic addresses listed herein below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

(for U.S. First-Class Mail) in a sealed envelope placed for collection and mailing at Los Angeles, addressed to: (see below)

(for Certified Mail) in a sealed envelope placed for collection and mailing as certified mail, return receipt requested,
Article No.: 9414 7266 9904 2010 0724 30 and at Los Angeles, addressed to: (see below)
9414 7266 9904 2010 0724 23

(for Overnight Delivery) together with a copy of this declaration, in an envelope, or package designated by UPS,
Tracking No.: addressed to: (see below)

Person Served	Business-Residential Address	Fax Number	Courtesy Copy to:
Tina A. Nia	The Law Offices of Tina A Nia, APLC 20335 Ventura Blvd Ste 103 Woodland Hills, CA 91364	Electronic Address	
James Irwin Ham	Pansky Markle Ham LLP 1010 Sycamore Ave Unit 308 South Pasadena, CA 91030		

via inter-office mail regularly processed and maintained by the State Bar of California addressed to:

N/A

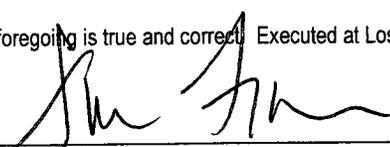
I am readily familiar with the State Bar of California's practice for collection and processing of correspondence for mailing with the United States Postal Service, and overnight delivery by the United Parcel Service ('UPS'). In the ordinary course of the State Bar of California's practice, correspondence collected and processed by the State Bar of California would be deposited with the United States Postal Service that same day, and for overnight delivery, deposited with delivery fees paid or provided for, with UPS that same day.

I am aware that on motion of the 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.

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: May 29, 2015

SIGNED:


JULI FINNILA
Declarant