

1 The State Bar of California alleges:

2 JURISDICTION

3 1. Julia Susanna Swanson ("respondent") was admitted to the practice of law in the State
4 of California on June 15, 1993, was a member at all times pertinent to these charges, and is
5 currently a member of the State Bar of California.

6
7 COUNT ONE

8 Case No. 15-O-15171
9 Business and Professions Code, section 6106
[Moral Turpitude - Misappropriation]

10 2. On or about May 10, 2012, Respondent received on behalf of Respondent's clients,
11 Jason and Heather Messersmith, a settlement check from Allstate Insurance made payable to
12 Respondent and Jason and Heather Messersmith, in the sum of \$65,000. On or about May 11,
13 2012, Respondent deposited the \$65,000 settlement check into Respondent's client trust account
14 at Santa Barbara Bank & Trust, Account No. xxxxxxxx9219, on behalf of the client. By or about
15 August 31, 2012, Respondent dishonestly or grossly negligently misappropriated, for
16 Respondent's own purposes, \$9,701.91 that the client's medical provider, namely, Marvin
17 Pietruszka, M.D., was entitled to receive, pursuant to a lien held against Respondent's client's
18 recovery, and thereby Respondent committed an act involving moral turpitude, dishonesty or
19 corruption in willful violation of Business and Professions Code, section 6106.

20
21 COUNT TWO

22 Case No. 15-O-15171
23 Rules of Professional Conduct, rule 4-100(A)
[Failure to Maintain Client Funds in Trust Account]

24 3. On or about May 10, 2012, Respondent received on behalf of Respondent's clients,
25 Jason and Heather Messersmith, a settlement check from Allstate Insurance made payable to
26 Respondent and Jason and Heather Messersmith in the sum of \$65,000. On or about May 11,
27 2012, Respondent deposited the \$65,000 settlement check into Respondent's client trust account

1 at Santa Barbara Bank & Trust, Account No. xxxxxxxx9219, on behalf of the client. Of this
2 sum, the client's medical provider, namely, Marvin Pietruszka, M.D., was entitled to \$9,830.78,
3 pursuant to liens held against Respondent's client's recovery. Respondent failed to maintain a
4 balance of \$9,830.78 on behalf of the client's medical provider in Respondent's client trust
5 account, in willful violation of Rules of Professional Conduct, rule 4-100(A).

6
7 COUNT THREE

8 Case No.15-O-15171
9 Rules of Professional Conduct, rule 4-100(B)(4)
[Failure to Pay Client Funds Promptly]

10 4. On or about May 10, 2012, Respondent received on behalf of Respondent's clients,
11 Jason and Heather Messersmith, a settlement check from Allstate Insurance made payable to
12 Respondent and Jason and Heather Messersmith in the sum of \$65,000. On or about May 11,
13 2012, Respondent deposited the \$65,000 settlement check into Respondent's client trust account
14 at Santa Barbara Bank & Trust, Account No. xxxxxxxx9219, on behalf of the client. Of this sum,
15 the clients were entitled to \$9,830.78 to pay their medical providers pursuant to lien. On or
16 about May 26, 2015, the clients requested that Respondent pay their medical provider pursuant to
17 lien. To date, Respondent has failed to pay promptly, as requested by Respondent's client, any
18 portion of the \$9,830.78 in Respondent's possession in willful violation of Rules of Professional
19 Conduct, rule 4-100(B)(4).

20
21 COUNT FOUR

22 Case No. 15-O-15171
23 Rules of Professional Conduct, rule 4-100(A)
[Commingling – Payment of Personal Expenses from Client Trust Account]

24 5. Between on or about May 15, 2012, and November 20, 2012, Respondent issued the
25 following checks from funds in Respondent's client trust account at Santa Barbara Bank & Trust,
26 Account No. xxxxxxxx9219, for the payment of personal expenses, in willful violation of Rules of
27 Professional Conduct, rule 4-100(A):

	<u>CHECK #</u>	<u>PAYEE</u>	<u>\$ AMT OF CHECK/MEMO</u>
1			
2	1847	Bank of America Credit Card	\$5,000/Office Expenses
3	1852	Bank of America Credit Card	\$5,000/Office Expenses
4	1854	Swanson & Peluso Law Firm	\$5,000/Advance
5	1855	Bank of America Credit Card	\$5,000/Office Expenses
6	1864	Kenquest, Inc.	\$6,000/July 2012 Rent Balance
7	1865	Kenquest, Inc.	\$5,000/July 2012 Rent Balance
8	1870	Hodes Parking	\$350/August Parking
9	1871	Christina Brace	\$1,425.81/August 2012 Salary
10	1875	Christina Brace	\$90/Partial Salary September 1 st
11	1885	Kenquest, Inc.	\$6,500/Oct. 2012 partial rent
12	1892	Bank of America Credit Card	\$5,000/Office Expenses
13	1900	Hodes Parking	\$350/Parking

NOTICE - INACTIVE ENROLLMENT!

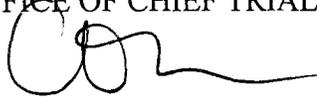
YOU ARE HEREBY FURTHER NOTIFIED THAT IF THE STATE BAR COURT FINDS, PURSUANT TO BUSINESS AND PROFESSIONS CODE SECTION 6007(c), THAT YOUR CONDUCT POSES A SUBSTANTIAL THREAT OF HARM TO THE INTERESTS OF YOUR CLIENTS OR TO THE PUBLIC, YOU MAY BE INVOLUNTARILY ENROLLED AS AN INACTIVE MEMBER OF THE STATE BAR.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



DATED: September 8, 2016

By: _____
Sue Hong
Senior Trial Counsel

DECLARATION OF SERVICE

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

CASE NUMBER(s): 15-O-15171

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, California 90017, 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))
- 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 U.S. Certified Mail: (CCP §§ 1013 and 1013(a))
- 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 Overnight Delivery: (CCP §§ 1013(c) and 1013(d))

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 0626 91 at Los Angeles, addressed to: (see below)

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

Table with 4 columns: Person Served, Business-Residential Address, Fax Number, Courtesy Copy to:
Row 1: JULIA SUSANNA SWANSON, Swanson & Peluso 101 S Topanga Canyon Blvd Unit 588 Topanga, CA 90290-2025, Electronic Address

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: September 8, 2016

SIGNED: Kim Wimlish
KIM WIMBISH
Declarant