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10 Tatiana K. Linton

FILED

SEP 27 2011

STATE BAR COURT
CLERK'S OFFICE
LOS ANGELES

11 BEFORE THE STATE BAR COURT
12 OF THE STATE OF CALIFORNIA
13 HEARING DEPARTMENT – LOS ANGELES

14 In the Matter of)

15 TATIANA KATERINA LINTON,)

16 Member No. 166615,)

17 A Member of the State Bar.)
18

Case No.: 11-O-10046

RESPONSE TO NOTICE OF
DISCIPLINARY CHARGES

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20
21 TO THE OFFICE OF THE CHIEF TRIAL COUNSEL OF THE STATE BAR OF
22 CALIFORNIA AND TO ITS COUNSEL OF RECORD:

23 Respondent Tatiana K. Linton responds to the Notice of Disciplinary Charges on file herein
24 as follows:

- 25 1. Respondent admits that she was admitted to the practice of law in the State of California
26 on December 6, 1993.



COUNT 1

2. Respondent denies the allegations set forth in Paragraph 2;
3. Respondent admits the allegations set forth in Paragraph 3 except she has no personal knowledge as to whether Robert Assil is the “manager and owner” of Quartz Hill;
4. Respondent admits the allegation set forth in Paragraph 4;
5. Respondent admits the allegations set forth in Paragraph 5;
6. Respondent agrees that no representative of Quartz Hill communicated with her regarding a proposed transaction between Quartz Hill and Gasprom, relating to certain real property in Toluca Lake, California. She has insufficient personal knowledge to either admit or deny the remaining allegations set forth in Paragraph 6;
7. Respondent has insufficient personal knowledge to either admit or deny the allegations set forth in Paragraph 7. However, Respondent is informed and believes that Quartz Hill made an unsecured loan to Gasprom in or about the first week of October, 2009; that Quartz Hill delivered money directly to escrow without an instruction for a Trust Deed for the purchase of the real property at 10635 Landale Street, Toluca Lake CA 91602; and that escrow closed on or around October 16, 2009.
8. Respondent has insufficient personal knowledge to either admit or deny the allegations set forth in Paragraph 8. However, it is not true that any payment was owed by Gasprom to Quartz Hill upon the close of the October, 2009 escrow;
9. Respondent admits that the Toluca Lake property was resold, and that escrow closed on the resale in early December, 2009. Quartz Hill was not a party to the escrow. Quartz Hill had no security interest in the sale proceeds that were to be distributed from the December, 2009 escrow. Gasprom alone had the legal right to direct how the funds from the sale of the Toluca lake property were to be distributed. Gasprom, through its counsel, Respondent, directed the escrow company, Green Forest, to issue a check made payable to Quartz Hill, and Green Forest did so. Apparently, Quartz Hill was contacted by Green Forest to obtain Quartz Hill’s instructions as to forwarding an escrow check to Quartz

1 Hill, and Mr. Assil indicated he would not accept the escrow check. Thereafter, the
2 check and certain escrow closing documents were redirected to Respondent's office.

3 10. Green Forest escrow company has confirmed and verified that Gasprom had exclusive
4 control over the escrow funds, and was free to direct that funds be distributed in any way
5 Gasprom saw fit. Respondent at all times followed the directive of her client, Gasprom,
6 with respect to the handling of the escrow funds. Quartz Hill had no legal right to notice
7 of the distribution of the escrow funds, nor was Quartz Hill's authorization required to
8 disburse the escrow funds, as Quartz Hill had no security interest in those funds.

9 11. Respondent owed no duties to Quartz Hill and did not act as an escrow holder of funds
10 for the benefit of Quartz Hill.

11 12. Subsequently, Gasprom and Quartz Hill reached an agreement with one another
12 regarding the terms of the repayment of funds Quartz Hill had loaned to Gasprom.
13 Quartz Hill's agent, Mr. Assil, spoke directly with Respondent and confirmed the
14 agreement between Gasprom and Quartz Hill. Mr. Assil expressly authorized
15 Respondent to deposit the escrow check made payable to Quartz Hill into Respondent's
16 Client Trust Account, and further confirmed that Gasprom was authorized to use those
17 funds as short term improvement loan on another property owned by Gasprom.
18 Respondent did not fail to communicate with Assil. Respondent did not deposit the
19 check into her Client Trust Account without authority.

20 13. Respondent could have returned the check made payable to Gasprom to Green forest
21 escrow company and could have legally directed the escrow company to issue a new
22 check made payable to Respondent as the agent for the party in escrow, Gasprom.

23 14. Respondent followed the instructions of her client, Gasprom regarding the distribution of
24 the escrow funds out of her Client Trust Account. Respondent did not misappropriate or
25 mishandle any portion of those funds.

26 15. Respondent received no contact from Quartz Hill or from anyone on its behalf for
27 approximately three months. By February 9, 2010, Respondent was on disability for
28

1 health reasons. Respondent was unaware that Quartz Hill's lawyer Gary Brown had
2 attempted to communicate with her at or after the end of March, 2010 .

3 16. Respondent was not properly served with a complaint in the action entitled Quartz Hill
4 v. Tatiana Linton, et al. nor was she aware that a default had been entered against her.
5 She intends to seek relief from default in that action.

6 17. Respondent did not act dishonestly or in any manner involving moral turpitude.

7 18. Respondent objects to the assertion in paragraph 22 which constitutes a legal conclusion,
8 and without waiving this objection, denies that she committed acts in violation of
9 Business & Professions Code § 6106.

10 **COUNT 2**

11 19. Respondent objects to the assertion in paragraph 23 which constitutes a legal conclusion,
12 and without waiving this objection, denies that he committed acts in violation of
13 Business & Professions Code § 6068(i). Respondent did not willfully fail to cooperate
14 with the State Bar in its investigation in this matter;

15 20. Respondent has insufficient personal knowledge to either admit or deny the allegations
16 set forth in Paragraph 24;

17 21. Respondent has insufficient personal knowledge to either admit or deny the allegations
18 set forth in Paragraph 25;

19 22. Respondent admits the allegations set forth in Paragraph 26;

20 23. Respondent has insufficient personal knowledge to either admit or deny the allegations
21 set forth in Paragraph 27;

22 24. Respondent has insufficient personal knowledge to either admit or deny the allegations
23 set forth in Paragraph 28;

24 25. Respondent admits the allegations set forth in Paragraph 29;

25 26. Respondent admits the allegations set forth in Paragraph 30;

26 27. Respondent admits the allegations set forth in Paragraph 31;

1 28. Respondent objects to the assertion in paragraph 32 which constitutes a legal conclusion,
2 and without waiving this objection, denies that he failed to cooperation in violation of
3 Business & Professions Code § 6068(i).
4

5 **AFFIRMATIVE DEFENSES**

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7 **FIRST AFFIRMATIVE DEFENSE**

8 (Failure to State a Disciplinary Offense)

9 The allegations set forth in the Notice of Disciplinary Charges do not state facts sufficient to
10 constitute a disciplinary offense.
11

12 **SECOND AFFIRMATIVE DEFENSE**

13 (Charges Do Not Constitute Willful Misconduct)

14 The facts on which the Notice of Disciplinary Charges is based constitute mistake,
15 inadvertence, negligence or error and do not rise to the level of willful misconduct.
16

17 **THIRD AFFIRMATIVE DEFENSE**

18 (Lack of Materiality)

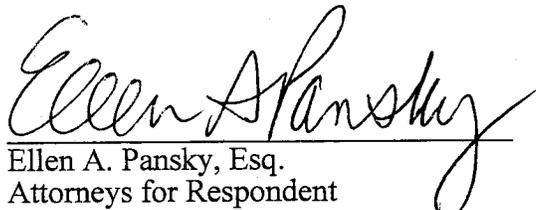
19 The facts on which some of the Notice of Disciplinary Charges are based contain immaterial
20 or irrelevant omissions or material.
21

22 Respectfully submitted,

23 Dated: September 27, 2011

PANSKY MARKLE HAM LLP

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26 By:


Ellen A. Pansky, Esq.
Attorneys for Respondent
Tatiana K. Linton

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PROOF OF SERVICE

In the Matter of Tatania K. Linton

I declare that I am over the age of eighteen (18) and not a party to this action. My business address is 1010 Sycamore Ave., Suite 308, South Pasadena, California 91030.

On September 27, 2011, I served the foregoing document(s) described as:

RESPONSE TO NOTICE OF DISCIPLINARY CHARGES

on all interested parties in this action by placing a true copy of each document, enclosed in a sealed envelope addressed as follows:

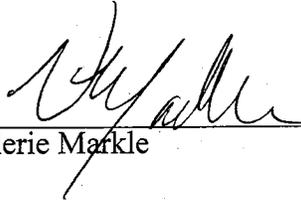
Hugh Radigan, Deputy Trial Counsel
Office of the Chief Trial Counsel
Enforcement
The State Bar of California
1149 South Hill Street
Los Angeles, CA 90015-2299

Fax: (213) 765-1383

(X) **BY PERSONAL SERVICE:** I personally delivered such envelope addressed to **Hugh Radigan** to the California State Bar reception desk, on September 27, 2011.

(X) **BY FACSIMILE TRANSMISSION:** On **September 27, 2011**, I caused the above to be transmitted to **(213) 765-1383**.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed September 27, 2011 at South Pasadena, California.



Valerie Markle