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CENTURY LAW GROUP LLP
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Attorney for Respondent
TINA A. NIA

FILED

JUN 26 2015
STATE BAR COURT
CLERK'S OFFICE
LOS ANGELES

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

In the Matter of)	Case No. 14-O-04592, 14-O-05291
)	
TINA AMOUEI NIA,)	RESPONSE TO NOTICE OF
)	DISCIPLINARY CHARGES
)	
Member No. 237610)	
)	
)	
A Member of the State Bar.)	
)	
)	

Respondent Tina A. Nia responds to the Notice of Disciplinary Charges as follows:



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COUNT FOUR

5. Respondent objects to the assertions in Paragraph 5 of the NDC on the grounds they are conclusory, compound and intertwined with legal conclusions. Without waiving this objection, Respondent admits in part and denies in part the allegations in Paragraph 5. Respondent admits that on or about December 18, 2013, she received an offer to settle the personal injury claims for her clients, Patricia Lopez (“Lopez”) and her son Anthony Carmona (“Carmona”). Respondent denies that she failed to communicate promptly the terms and conditions of the offer to her clients.

COUNT FIVE

6. Respondent objects to the assertions in Paragraph 6 of the NDC on the grounds they are conclusory, compound and intertwined with legal conclusions. Without waiving this objection, Respondent admits in part and denies in part the allegations contained in Paragraph 6. Respondent admits that on or about December 27, 2013, she received two settlement checks on behalf of her clients Lopez and Carmona, totaling \$22,500, and that she did not disburse the clients’ net share of the settlement proceeds until February 24, 2015. Respondent denies that her conduct constitutes a willful violation of Rules of Professional Conduct, rule 4-100(B)(4). Respondent asserts that the 14-month delay from the time the settlement drafts were received to the time the clients received their share was justified under the circumstances when, following the receipt and deposit of the settlement drafts, Respondent applied a portion of the settlement funds toward payment of two reduced medical liens in January and March, 2014, respectively, and spent the remaining year trying to negotiate lien reductions with several more lienholders with limited funds, all while Respondent’s office staff drastically decreased in number to one point when Respondent had no support staff to assist her, resulting in reasonable delay in finalizing the lien reductions and disbursing the net proceeds to her clients.

1 Respondent denies that she failed to inform the clients that she had settled their personal injury case
2 on or about December 18, 2013, and Respondent asserts that on December 18, 2013, her office
3 called Lopez twice and discussed the settlement offer with her, and Lopez authorized Respondent to
4 accept the final offer from the insurance company.

5
6 **COUNT TEN**

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8 11. Respondent objects to the assertions in Paragraph 11 of the NDC because they are
9 conclusory, compound and intertwined with legal conclusions. Without waiving this objection,
10 Respondent denies that she sought an agreement from Lopez to withdraw her disciplinary complaint
11 against Respondent or to not cooperate with the State Bar investigation, in willful violation of
12 Business and Professions Code, section 6090.5(a)(5).

13
14 **COUNT ELEVEN**

15 12. Respondent objects to the assertions in Paragraph 12 of the NDC because they are
16 conclusory, compound and intertwined with legal conclusions. Without waiving this objection,
17 Respondent admits in part and denies in part the allegations contained in Paragraph 12. Respondent
18 admits that on or about December 27, 2013, she received two settlement checks on behalf of her
19 client Lopez and Carmona, totaling \$22,500, and deposited the checks into her client trust account.
20 Respondent denies that she misappropriated \$7,999.99 of client funds, and denies that she
21 committed any acts involving moral turpitude, dishonesty or corruption in willful violation of
22 Business and Professions Code, section 6106. Respondent asserts that the \$7,999.99 she withdrew
23 from her client trust account on December 27, 2013, was payment for her attorney fees and costs
24 from the clients' recovery, pursuant to her retainer agreement with the clients.

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26 **COUNT TWELVE**

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FIRST AFFIRMATIVE DEFENSE

(Failure to State Sufficient Facts)

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

SECOND AFFIRMATIVE DEFENSE

(Duplicative Charges)

The Notice of Disciplinary Charges contains inappropriate, unnecessary, and immaterial duplicative charges. *Bates v. State Bar* (1990) 51 Cal.3rd 1056, 1060; *In the Matter of Lilley* (Rev. Dept. 1991) 1 Cal. SB Ct. Rptr. 476, 585.

THIRD AFFIRMATIVE DEFENSE

(Lack of Materiality)

The facts on which some or all of the Notice of Disciplinary Charges are based allege immaterial or irrelevant omissions or statements that do not constitute “misrepresentations” or “concealment.”

FOURTH AFFIRMATIVE DEFENSE

(Charges Do Not Constitute Willful Misconduct)

The facts on which some or all of the Notice of Disciplinary Charges are based constitute mistake, inadvertence, neglect or error and do not rise to the level of willful misconduct.

FIFTH AFFIRMATIVE DEFENSE

An attorney’s honest belief of entitlement to fees from trust funds, whether the belief was reasonable or unreasonable, does not constitutes an offense or misappropriation involving moral

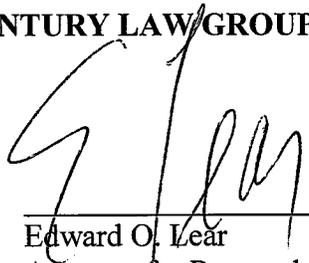
1 turpitude in violation of Business and Professions Code, section 6106. (*Dudugjian v. State Bar*
2 (1991) 52 Cal.3d 1092, 1099; *Sternlieb v. State Bar* (1990) 52 Cal.3d 317, 332.)
3

4 WHEREFORE, Respondent prays that the Court find that Respondent did not commit acts
5 constituting professional misconduct, and that the Notice of Disciplinary Charges be dismissed.
6

7
8 Dated: June 23, 2015

Respectfully submitted,

CENTURY LAW GROUP LLP

By: 

Edward O. Lear
Attorney for Respondent
Tina A. Nia

DECLARATION OF SERVICE BY MAIL

Re: In the Matter of Tina Nia

No.: 14-O-04592, 14-O-05291

I, Thomas Hier, declare:

I am over the age of 18 years and not a party to the within action. My business address is 5200 W. Century Boulevard, Suite 345, Los Angeles, California 90045, in the County of Los Angeles.

I am familiar with the business practice of Century Law Group LLP for collection and processing of correspondence for mailing with the United States Postal Service. In accordance with that practice, correspondence placed in the internal mail collection system is deposited with the United States Postal Service that same day in the ordinary course of business.

On June 25, 2015 at my place of business, at Los Angeles, California, the attached:

RESPONDENT'S RESPONSE TO NOTICE OF DISCIPLINARY CHARGES

was placed for collection and deposit in the United States Postal Service at the practice of Century Law Group LLP, 5200 W. Century Boulevard, Suite 345, Los Angeles, California 90045, in a sealed envelope, postage fully prepaid, addressed to:

Hugh Radigan Deputy Trial Counsel 845 S. Figueroa Street Los Angeles, CA 90017	
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and that envelope was placed for mailing on that date following ordinary business practices.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and this declaration was executed at Los Angeles, California, on June 25, 2015.



Thomas Hier