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Electronically Filed
Jan 27 2022 02:20 p.m.
Case No. Elizabeth A. Brown
Clerk of Supreme Court

**RECORD OF DISCIPLINARY PROCEEDINGS,
PLEADINGS AND TRANSCRIPT OF HEARING**

Bradley J. Bellisario, Esq.
Nevada Bar No. 13452
7100 Grand Montecito Pkwy,
#2054
Las Vegas, NV 89149
Respondent

IN THE MATTER OF)
DISCIPLINE OF)
BRADLEY J. BELLISARIO, ESQ.,)
BAR NO. 13452)

The disciplinary matter regarding BRADLEY J. BELLISARIO, ESQ. (“Respondent”) came before a Formal Hearing Panel (“Panel”) of the Southern Nevada Disciplinary Board on October 27, 2021. The presiding Panel consisted of Robert G. Giunta, Esq., Chair, Sarah Atwood, Esq. and lay-member Brian Catlett. Assistant Bar Counsel R. Kait Flocchini, Esq. represented the State Bar of Nevada (“State Bar”). Respondent failed to appear at the hearing and no counsel appeared on his behalf.

The disciplinary complaint alleged that Respondent failed to safekeep client funds in his Client Trust Account, converted client funds, failed to adequately communicate with clients and/or misled clients, failed to diligently handle client matters, and took an improper interest in his

1 clients' matters by securing a personal loan with proceeds from clients'
2 personal injury matters.

3 Respondent was temporarily suspended from the practice of law on
4 June 22, 2021 based on the evidence of misappropriation of client funds in
5 excess of \$218,000.

6 Respondent received notice of the underlying grievances, the petition
7 for temporary suspension, and the filed Complaint. Respondent
8 communicated with the State Bar during the proceeding, although none of
9 the communication addressed the substance of the grievances or
10 Complaint allegations. Further, Respondent failed to (i) participate in the
11 investigation of the multiple grievances, (ii) respond to the State Bar's
12 petition for temporary suspension, or (iii) participate in the formal hearing
13 proceedings.

14 Default was entered against Respondent on September 20, 2021,
15 thereby the Complaint allegations were deemed true. In addition, the
16 Panel heard testimony from the lender of the personal loan and two clients
17 harmed by Respondents' misappropriation of their settlement funds to
18 substantiate the alleged facts. Finally, the State Bar's Investigator testified
19 in the Formal Hearing regarding her review and analysis of Respondent's

1 bank records which showed substantial additional misappropriation over
2 the course of years and use of the funds for Respondent's personal benefit.

3 The Panel found that Standard 4.11 from the ABA Standards for
4 Imposing Lawyer Sanctions set forth the appropriate baseline of
5 disbarment for Respondent's misconduct. The Panel found three
6 aggravating factors and no mitigating factors. Based on the foregoing, the
7 majority of the Panel recommended Respondent be disbarred; the
8 dissenting Panel member recommended Respondent be suspended for five
9 years because Respondent had failed to participate in the proceedings and
10 mitigating factors may exist that could be presented at a reinstatement
11 hearing.

12 **2. Number of Grievances**

13 This case arose from five grievances.

14 **3. Rules of Professional Conduct**

15 The Panel found that Respondent violated ("RPC") 1.15 (Safekeeping
16 Property), RPC 1.8 (Conflicts of Interest: Current Clients: Specific Rules),
17 RPC 1.5 (Fees), RPC 1.4 (Communication), RPC 1.3 (Diligence), RPC 8.1
18 (Bar Admission and Disciplinary Matters), and RPC 8.4 (Misconduct).

19 **4. Mental State**

1 The Panel found that Respondent acted:

- 2 1. Intentionally for RPC 1.15 (Safekeeping Property); and
- 3 2. Knowingly for RPC 1.8 (Conflicts of Interest: Current
4 Clients: Specific Rules), RPC 15. (Fees), RPC 1.4
5 (Communication), RPC 1.3 (Diligence), RPC 8.1 (Bar
6 Admission and Disciplinary Matters), and RPC 8.4
7 (Misconduct).

8 **5. Injury**

9 The Panel found that Respondent's conduct resulted in injury to his
10 clients.

11 **6. ABA Baseline**

12 Based on the violation of RPC 1.15 (Safekeeping Property), the panel
13 found the appropriate baseline to be ABA 4.11, which says "[d]isbarment is
14 generally appropriate when a lawyer knowingly converts client property
15 and causes injury or potential injury to a client."

16 **7. Aggravation and Mitigation**

17 Pursuant to SCR 102.5(1) (aggravation), the Panel found the
18 following ***aggravating*** factors in considering the discipline to be
19 imposed:

- 1 a. dishonest or selfish motive (SCR 102.5 (1)(b));
2 b. multiple offenses (SCR 102.5 (1(d)); and
3 c. vulnerability of victim (SCR 102.5 (1(h))).


4 Pursuant to SCR 102.5(2) (mitigation), the Panel found no
5 **mitigating** factors.

6 **8. Summary of the Recommended Discipline**

7 The majority of the Panel found insufficient reason to mitigate the
8 sanction below disbarment. It recommended that the Court disbar
9 Respondent and that he pay SCR 120 costs.

10 DATED this 20th day of January 2022.

11 **STATE BAR OF NEVADA**

12
13 By: 
14 R. Kait Flocchini, Assistant Bar Counsel
15 Nevada Bar No. 9861
16 3100 W. Charleston Blvd. Suite 101
17 Las Vegas, Nevada 89102
18 (702) 382-2200
19
20

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FILED

JUN 17 2021

STATE BAR OF NEVADA

BY

OFFICE OF BAR COUNSEL

Case No: OBC20-1137, OBC21-0053,
OBC21-0065, OBC21-0142,
and OBC21-0146

STATE BAR OF NEVADA

SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA,)
)
Complainant,)
vs.)
)
BRADLEY J. BELLISARIO, ESQ.,)
BAR NO. 13452)
)
Respondent.)

COMPLAINT

TO: Bradley J. Bellisario, Esq.
7495 West Azure Drive, Suite 258
Las Vegas, Nevada 89130
bradb@bellisariolaw.com

PLEASE TAKE NOTICE that pursuant to Supreme Court Rule ("SCR") 105(2) a
VERIFIED RESPONSE OR ANSWER to this Complaint must be filed with the Office of Bar
Counsel, State Bar of Nevada, 3100 W. Charleston Blvd, Suite 100, Las Vegas, Nevada 89102,
within twenty (20) days of service of this Complaint. Procedure regarding service is addressed
in SCR 109.

1 Complainant, State Bar of Nevada ("State Bar"), by and through its Assistant Bar
2 Counsel, R. Kait Flocchini, is informed and believes as follows:

3 1. Attorney Bradley J. Bellisario, Esq. ("Respondent"), Bar No. 13452, is currently
4 an active member of the State Bar of Nevada and at all times pertinent to this complaint had
5 his principal place of business for the practice of law located in Clark County, Nevada.

6 2. On October 21, 2020, the State Bar received an overdraft notice from Wells
7 Fargo Bank ("WFB") advising that the trust account x8817 for Bellisario Law, LLC was
8 overdrawn by \$1,662.05.

9 3. The cause of the reported overdraft was a loan payment to Kabbage in the amount
10 of \$1,796.72. The payment was returned, and a \$35 fee was charged.

11 4. The State Bar sent multiple letters requesting an accounting for Client Trust
12 Account x8817 to Respondent requesting an explanation of the overdraft with supporting
13 documentation.

14 5. Respondent failed to respond to any of the State Bar's requests for information.

15 6. The State Bar subpoenaed bank records from WFB for Respondent's accounts for
16 the time-period of January 2019 to March 2021.

17 ///

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23 ///

7. In response to the State Bar's subpoena, WFB provided records for the following accounts:

Account #	Account Name	Date Opened	Date Closed	Signers
x8817	Bellisario Law LLC NV IOLTA Account	9/21/15		Bradley J. Bellisario
x1416 linked to x8866	Bellisario Law, LLC Market Rate Savings Acct	9/21/15		Bradley J. Bellisario
x8866 Linked to x1416	Bellisario Law, LLC Business Checking (Op Acct)	9/21/15		Bradley J. Bellisario
x7891	Bellisario Law PC Op Acct	4/8/20		Bradley J. Bellisario
x7867	Bellisario Law PC NV IOLTA	4/8/20		Bradley J. Bellisario
x2348	Bradley J. Bellisario Platinum Savings Account	3/25/20		Bradley J. Bellisario
x7327	Brayden Bellisario (minor) Way2Save Account	5/2/15		*Bradley J. Bellisario *Emily Cardona
x3573	Bradley J. Bellisario	3/25/20		Bradley J. Bellisario
x9522	Bradley & Emily Bellisario	8/8/11		*Bradley J. Bellisario *Emily Cardona

///

Payment of Kabbage Personal Loan

8. On August 2, 2019, a deposit of a personal loan from Kabbage in the amount of \$25,000 was made into WFB Bellisario Law LLC Operating Account x8866.

9. The Kabbage loan was re-paid from WFB Op Acct x8866 as follows:

Date	Payee	Amount	Notes
9/3/19	Kabbage	\$1,796.72	
10/2/19	Kabbage	\$1,796.72	
11/1/19	Kabbage	\$1,796.72	
12/2/19	Kabbage	\$1,796.72	
1/2/20	Kabbage	\$1,796.72	
2/3/20	Kabbage	\$1,796.72	
3/3/20	Kabbage	\$1,796.72	
4/1/20	Kabbage	\$1,796.72	
5/4/20	Kabbage	\$1,796.72	Caused overdraft of \$35.90. An overdraft fee of \$35 was assessed on 5/5/20
6/1/20	Kabbage	\$1,796.72	
7/2/20	Kabbage	\$1,796.72	
8/3/20	Kabbage	\$1,796.72	
9/1/20	Kabbage	\$1,796.72	

10. Multiple automated payments for the Kabbage loan from Operating Account x8866 were returned during month of October 2020.

11. A returned payment for the Kabbage loan also occurred in Respondent's Client Trust Account x8817, which is what prompted the overdraft notification to the State Bar.

1 12. A partial payment to Kabbage cleared in Respondent's Client Trust Account
2 x8817 on October 23, 2020. The other half of the monthly payment, paid from the Operating
3 Account x8866, was returned.

4 13. In November 2020, Respondent issued a stop payment for two attempts by
5 Kabbage to remove additional funds from his Client Trust Account. One occurred on
6 November 4, 2020 in the amount of \$898.36 and the other was on November 17, 2020, in the
7 amount of \$748.36.

8 14. Kabbage attempted to draw payments from Operating Account x8866 twice in
9 November 2020 and twice in December 2020- all four attempts resulted in a return of funds
10 and the assessment of a \$35 fee by the bank.

11 15. Respondent's Operating Account x8866 had an overdrawn balance of \$168.61
12 from December 31, 2020 through March 2021.

13 *Misappropriation and Commingling in Respondent's Client Trust Account*

14 16. Respondent withdrew funds totaling \$64,200 from Client Trust Account x8817
15 that were deposited into his personal bank accounts. Those withdrawals had no relationship
16 to disbursement of Respondent's earned fees. The withdrawals are as follows:

- 17 a. \$1,000 on June 28, 2019;
- 18 b. \$5,500 on July 15, 2019;
- 19 c. \$16,000 on July 15, 2019;
- 20 d. \$3,000 on September 4, 2019;
- 21 e. \$5,000 on October 8, 2019;
- 22 f. \$5,000 on October 8, 2019;
- 23 g. \$5,000 on October 8, 2019;
- 24 h. \$500 on October 16, 2019;

- i. \$4,500 on November 1, 2019;
- j. \$500 on December 26, 2019;
- k. \$400 on January 8, 2020;
- l. \$350 on January 9, 2020;
- m. \$400 on January 10, 2020;
- n. \$1,000 on February 24, 2020;
- o. \$4,000 on June 22, 2020;
- p. \$300 on November 10, 2020;
- q. \$1,500 on December 18, 2020;
- r. \$7,500 on December 21, 2020; and
- s. \$2,700 on December 31, 2020.

17. Respondent deposited personal funds totaling \$11,050 into Client Trust Account x8817 as follows:

- a. \$10,000 on October 15, 2019; and
- b. \$1,500 on July 1, 2020.

18. Respondent paid the following personal expenses from his Client Trust Account x8817:

- a. \$65 on March 19, 2019 to the Nevada CLE Board; and
- b. \$583 on May 20, 2019 to Accurate Garage Door Springs.

19. Respondent made the following Zelle transfers of funds in his Client Trust Account to persons that were not clients or identified lienholders:

- a. \$100 on December 23, 2019 to Holm Paulina;
- b. \$500 on July 29, 2020 to Dianne Christine;
- c. \$500 on August 7, 2020 to Buddy Jules;

- 1 d. \$500 on September 14, 2020 to A. Natalie;
2 e. \$1,500 on September 24, 2020 to A. Natalie;
3 f. \$500 on September 28, 2020 to Lincoln Erin;
4 g. \$500 on September 29, 2020 to Lincoln Erin; and
5 h. \$1,500 on October 23, 2020 to A. Natalie.

6 20. On or about February 25, 2019, Respondent paid client Gustavo Iniguez \$5,000
7 from his Client Trust Account when Respondent was not holding any funds for Mr. Iniguez in
8 the account. This payment was identified as an 'advance' on Mr. Iniguez's anticipated
9 settlement of a personal injury claim.

10 Personal Loans Secured with Particular Contingency Fees

11 21. On December 12, 2018, Bellisario borrowed \$5,000 from Injury Solutions at 0%
12 interest rate. Injury Solutions's check #1034 referenced "Personal Injury loan: T.S. DOI
13 8/8/2018" in the memo section.

14 22. Respondent executed a promissory note for the Injury Solutions loan. The loan
15 was secured on Respondent's contingency fee of the American Family Claim No. 1-00-797705.
16 The repayment was "due on receipt of the settlement resulting from the motor vehicle
17 occurring on August 8, 2018."

18 23. On March 8, 2019, Respondent deposited \$58,488.08 into his Client Trust
19 Account. The deposits referenced American Family Claim No. 01-000-797705.

20 24. On March 13, 2019, Respondent repaid the Injury Solution's loan using Client
21 Trust Account x8817 check number 1259 in the amount of \$5,000.

22 25. On July 2, 2020, Respondent borrowed \$4,500 from Injury Solutions at 0%
23 interest rate. Injury solutions provided check #1288 to Respondent.

1 26. Respondent did not deposit these funds into any of his Wells Fargo Bank
2 accounts.

3 27. Respondent executed a promissory note for this second Injury Solutions loan.
4 The loan was “secured by the Personal Injury Settlement resulting from Claim No.’s 28-07H4-
5 55C (Frank Arambula) and 050054623 0101 055 (Christine Heath).” The repayment was “due
6 on receipt of the settlement resulting from the motor vehicle accidents, claim NO. 28-07H4-
7 55C (Frank Arambula) and 050054623 0101 055 (Christine Heath).”

8 28. On July 20, 2020, Respondent deposited \$100,000 into the Client Trust Account
9 x8817 for the Heath settlement with GEICO insurance.

10 29. On July 24, 2020, Respondent repaid the Injury Solutions loan using Client Trust
11 Account x8817 check number 1380 in the amount of \$4,500.

12 OBC210-0053 (Client: Christine Heath)

13 30. On September 5, 2019, Christine Heath was in a car accident.

14 31. She initially retained attorney Lloyd Baker to represent her in her personal injury
15 claim.

16 32. Heath was not satisfied with Baker’s representation and was referred to
17 Respondent.

18 33. Heath then retained Respondent.

19 34. On December 2, 2019, Preferred Capital Funding gave Heath a loan for \$4,000
20 against her settlement. Respondent signed the Attorney Acknowledgment that acknowledged
21 the funding and assignment against the settlement proceeds.

22 35. In January 2020, Heath’s case with State Farm settled for policy limits of
23 \$25,000.

1 36. On January 24, 2020, Respondent deposited the \$23,575 settlement check from
2 State Farm into his Client Trust Account x8817.¹

3 37. On January 30, 2020, Respondent partially paid Injury Solutions's lien on
4 Heath's proceed in the amount of \$7,858.33.

5 38. On February 2, 2020, Respondent transferred \$7,885 from his Client Trust
6 Account x8817 to his Operating Account x8866 as his contingency fee from Heath's settlement
7 proceeds.

8 39. On April 20, 2020, Respondent paid Dr. Bernard Ong \$550 with check #1363.

9 40. On April 21, 2020, Heath's remaining balance in the Client Trust Account was
10 \$7,281.67.

11 41. On July 19, 2020, the balance in Respondent's Client Trust Account x8817 was
12 \$30.02, far less than the \$7,281.67 that should have been maintained in the Trust Account just
13 for Heath.

14 42. In July 2020, Heath settled with GEICO for policy limits of \$100,000.

15 43. On July 20, 2020, Respondent deposited the \$100,000 settlement check from
16 GEICO into his Client Trust Account x8817.

17 44. On July 21, 2020, Respondent transferred (i) \$4,250 to his Operating Account
18 x8866 and (ii) \$30,000 to his Operating Account x7891. The transfers totaled \$34,250.

19 45. According to Heath's distribution sheet, dated July 22, 2020, Respondent's fees
20 and costs totaled \$40,019.04.

21 46. Respondent withdrew \$2,115.96 more from Heath's settlement funds than what
22 was owed to him in Heath's case for his fees/costs.

23
24 ¹ State Farm paid the Baker Law Firm lien directly from the settlement.

1 47. On July 22, 2020, Bellisario gave Heath check #1374 in the amount of \$33,319.04
2 representing her share of the settlement proceeds.

3 48. Respondent should have been holding more than \$72,000 on behalf of Heath,
4 but the ending daily balance of his Client Trust Account on July 22, 2020, was only \$32,460.98.

5 49. On July 23, 2020, Respondent deposited settlement proceeds on behalf of three
6 other clients into his Client Trust Account.

7 50. Also on July 23, 2020, Bellisario gave Injury Solutions check #1379 in the
8 amount of \$31,560.71 representing the balance owed toward Heath's lien.

9 51. On July 24, 2020, Respondent repaid the \$4,500 loan from Injury Solutions, that
10 was to be paid from his fees earned in that case.

11 52. Respondent provided Heath with a Distribution Sheet showing that he had paid,
12 or would pay, other lienholders on her behalf.

13 53. Respondent failed to pay the following liens, listed on Heath's Distribution Sheet,
14 from Client Trust Account x8817:

15 Las Vegas Radiology \$ 2,050.00

16 Dr. Barnard Ong \$ 500.00

17 Medicaid \$ 348.88

18 Multus Medical \$ 1,200.00

19 Preferred Capital Funding \$ 6,100.00

20 **TOTAL \$10,317.88**

21 54. By September 30, 2020, Respondent's Client Trust Account balance was
22 \$234.67.

23 55. On October 30, 2020, Preferred Capital emailed Respondent requesting a status
24 of Heath's case. Respondent failed to respond.

1 56. Preferred Capital sent additional emails on October 18; November 3; November
2 12; November 19; and December 1, 2020. Respondent failed to respond to those emails as well.

3 57. On December 14, 2020, Preferred Capital left a voicemail for Respondent and
4 sent an email to Heath asking for an update.

5 58. On December 15, 2020, Heath called Preferred Capital advising that the case
6 settled and providing them with Respondent's disbursement sheet showing Preferred Capital
7 was paid \$6,100.

8 59. On December 15, 2020, Preferred Capital sent Respondent a letter via email and
9 regular mail reminding him of his duties under RPC 1.15 and advising Bellisario they had not
10 received the \$6,100.

11 60. Thereafter, Respondent failed to communicate with Preferred Capital or Heath.

12 61. Respondent's Client Trust Account balance on February 26, 2021 was \$96.05,
13 which is far less than he owes to Heath's lienholders.

14 62. Respondent has not paid the \$6,100 due to Preferred Capital.

15 OBC21-0065 (Clients: Aguilar Family)

16 63. On June 1, 2019, the Aguilar family was in a car accident. Minervo Felipe was the
17 driver. His brother, Adulfo, and his father, Minervo, were also in the vehicle.

18 64. On June 3, 2019, the Aguilars retained Respondent to pursue their personal
19 injury claims.

20 65. Respondent was also representing Adulfo for a personal injury that occurred on
21 April 3, 2019.

22 66. On December 26, 2019, Respondent gave Adulfo an advance of \$3,000 using
23 check #1339 from his Client Trust Account x 8817 prior to receiving any settlement funds on
24 his behalf.

1 67. In July 2020, the Aguilar's case settled with Mercury Insurance.

2 68. Minervo Felipe and Adulfo were not advised of the exact total settlement and
3 what each person received. They were only told that settlement would be pro-rated.

4 69. Respondent took them to a notary who notarized their signatures on the release.

5 70. Minervo Felipe and Adulfo did not understand the terms of the settlement.

6 71. On July 23, 2020, Bellisario deposited the settlement checks from Mercury
7 Insurance into his Client Trust Account x8817 as follows:

8 Adolfo Aguilar \$13,000.00

9 Minervo Aguilar-Sosa \$22,500.00

10 Minervo Felipe Aguilar-Solis \$30,000.00

11 **Total \$65,500.00**

12 72. On July 28, 2020, Respondent transferred \$17,000 to Operating account x7891
13 and \$5,000 to Operating Account x8866. This amount is approximately 33% of the total
14 settlement the Aguilar's received.

15 73. On July 29, 2020, Respondent issued Adulfo check #1383 in the amount of
16 \$4,000. The memo section states "PI Advance."

17 74. Adulfo believes the \$4,000 to be his portion of the settlement funds, not an
18 advance. However, Adulfo did not receive a distribution sheet.

19 75. Respondent's bank records do not indicate Respondent paid any liens on behalf
20 of Adulfo.

21 76. On July 30, 2020, Bellisario issued Minervo a check #1382 in the amount of
22 \$7,348.58.

23 77. Minervo did not receive a distribution sheet.

1 88. ON October 23, 2020, Minvero Felipe received check #1401 for \$3,000 from
2 Respondent's client trust account x8817. This is the last and only payment Minervo Felipe
3 received from Respondent.

4 89. On November 9, 2020, Minervo texted Respondent advising that he received a
5 collection letter regarding the UMC bill.

6 90. Minervo continued to text Respondent in November asking for a status.

7 91. Respondent does not respond to Minvero's requests until December 3, 2020,
8 when he texted that he is at the dentist and he will call later.

9 92. Minervo advised Respondent that a second collection arrived. Respondent
10 stated that he would call the collection agency the following day.

11 93. On December 12, 2020, Minervo texted Respondent again advising he received a
12 third collection notice regarding the UMC bill.

13 94. Minvero sent additional texts in December and January 2021.

14 95. Respondent did not respond to Minervo's inquiries or address the outstanding
15 lien.

16 96. In late January 2021, Adulfo was contacted by attorney Michael Kristoff who
17 stated Respondent closed his office and gave him all the files to review.

18 97. Adulfo signed a new retainer agreement with Kristoff for his first accident.

19 98. Respondent did not provide Kristoff with any information or funds related to the
20 Aguilar's settled personal injury claims.

21 OBC21-0142 (Client: Andrew DeJong)

22 99. On November 19, 2018, Andrew DeJong was involved in a car accident.

23 100. DeJong retained Respondent to represent him in his personal injury claim. He
24 agreed to pay Respondent a contingency fee of 25%.

1 101. On April 14, 2020, DeJong signed a release with Bristol West Insurance company
2 for policy limits settlement of \$25,000.

3 102. On April 23, 2020, Respondent deposited the \$25,000 settlement check into his
4 Client Trust Account x8817.

5 103. On April 27, 2020, Respondent deposited a \$2,000 GEICO medical payments
6 coverage check payable to Bellisario Law LLC and Andrew De Jong into his Client Trust
7 Account x8817.

8 104. No distributions relating to DeJong were made from Client Trust Account x8817
9 in May or June, 2020.

10 105. On June 30, 2020, Respondent's Client Trust Account x8817 balance was
11 \$22,979.03- approximately \$4,000 less than Respondent should have been holding for
12 DeJong alone.

13 106. In mid-2020, DeJong sent Respondent several texts, emails, voicemails, and
14 Facebook messages that were not returned.

15 107. DeJong's last attempt to communicate with Respondent was on October 8, 2020
16 when he requested to know the status of his settlement with Bristol West and an update on the
17 UIM claim with GEICO Insurance.

18 108. Respondent did not respond to DeJong's requests for information.

19 109. DeJong's UIM claim with GEICO was not settled.

20 110. Respondent's Client Trust Account balance on December 31, 2020, was
21 \$7,163.36 and he had not distributed any funds relating to DeJong.

22 OBC21-0146 (Client: Christian Toscano)

23 111. On or around February 2, 2019, Christian Toscano was hit by a taxi driver in the
24 parking lot of the Venetian Hotel.

1 112. On November 5, 2019, Toscano retained Respondent to represent him in his
2 personal injury claim.

3 113. Respondent advised Toscano that he should seek medical treatment on a lien
4 basis and referred him to a provider for treatment.

5 114. Respondent told Toscano that he would then submit the medical bills to the taxi
6 insurance company to be paid.

7 115. In February 2020, Toscano advised Respondent that he completed treatment.

8 116. On March 4, 2020, Respondent texted Toscano advising he received Toscano's
9 medical records from the Neck and Back clinic but he needed the records from the primary
10 care doctor.

11 117. Toscano received no communication from Respondent between March 2020 and
12 September 2020.

13 118. On September 3, 2020, Toscano texted Respondent but did not receive a
14 response.

15 119. On January 11 and 13, 2021, respectively, Toscano texted Respondent.
16 Respondent failed to respond.

17 120. In late January 2021, Toscano received a call from attorney Michael Kristoff.
18 Kristoff reported that Respondent dropped off his files to review and contact clients to see if
19 they wanted to retain Kristoff.

20 121. Kristoff told Toscano that after reviewing his file, Kristoff discovered the state of
21 limitations was about to expire in a few days and he was not going to be able to assist him.
22 Kristoff gave Toscano his file.

23 122. Toscano has liens that were not paid.

24 ///

1 *Failure to Respond to State Bar Demands for Information*

2 123. On October 19, 2020, the State Bar received the overdraft notice from WFB.

3 124. On October 26, 2020, SBN sent a letter of investigation via regular mail to
4 Respondent's SCR 79 address on 7495 W. Azure Drive, #258 and via email to his SCR email
5 address at bradb@bellisariolaw.com. Respondent's response was due September 15, 2020.

6 125. On November 12, 2020, Respondent contacted the State Bar to obtain an
7 extension, which was granted.

8 126. Respondent failed to submit a response by the extended deadline.

9 127. On January 7, 2021, the State Bar emailed Respondent advising that his had not
10 been received and requesting that Respondent give the matter his immediate attention.

11 128. On February 5, 2020, the State Bar emailed to Respondent's counsel in an
12 unrelated matter in an effort to locate Respondent and determine an active address at which
13 Respondent could be reached. The State Bar was advised that an active mailing address was
14 7100 Grand Montecito Parkway, #2054, Las Vegas NV 89149. Respondent was copied on the
15 attorney's email.

16 129. On February 10, 2021, the State Bar sent another letter to Respondent via (i)
17 certified mail to his SCR 79 address of 7100 Grand Montecito Pkwy, #2054 and (ii) email to
18 bradb@bellisariolaw.com. The letter advised Respondent that should he fail to respond the
19 Disciplinary Board would be asked to consider additional charges of RPC 8.1. His response was
20 due February 26, 2021.

21 130. The email was also sent to the counsel and his assistant. Read receipts were
22 returned for the counsel and assistant. Respondent did not return a read receipt to the email.

23 131. On or about April 8, 2021, Respondent submitted an email to Member Services
24 advising that he no longer wished to renew his law license. That same day, the State Bar
25

1 emailed Bellisario asking him to contact the investigator on the disciplinary matter or ABC
2 Flocchini, with a read receipt for the email.

3 132. Respondent returned the read receipt but did not respond to the email.

4 133. Letters of Investigation have been mailed and emailed to Respondent for all of
5 the other grievances identified herein.

6 134. To date, Respondent has failed to substantively respond to any of the State Bar's
7 requests for information related to the foregoing grievances.

8 **COUNT ONE- RPC 1.15 (Safekeeping Property)**

9 135. RPC 1.15 states

10 (a) A lawyer shall hold funds or other property of clients or third persons that is
11 in a lawyer's possession in connection with a representation separate from the
12 lawyer's own property. All funds received or held for the benefit of clients by a
13 lawyer or firm, including advances for costs and expenses, shall be deposited in
14 one or more identifiable bank accounts designated as a trust account maintained
15 in the state where the lawyer's office is situated, or elsewhere with the consent of
the client or third person. Other property in which clients or third persons hold
an interest shall be identified as such and appropriately safeguarded. Complete
records of such account funds and other property shall be kept by the lawyer and
shall be preserved for a period of seven years after termination of the
representation.

16 (b) A lawyer may deposit the lawyer's own funds in a client trust account for
17 the sole purpose of paying bank service charges on that account, but only in an
amount necessary for that purpose.

18 (c) A lawyer shall deposit into a client trust account legal fees and expenses
19 that have been paid in advance, to be withdrawn by the lawyer only as fees are
earned or expenses incurred.

20 (d) Upon receiving funds or other property in which a client or third person
21 has an interest, a lawyer shall promptly notify the client or third person. Except
22 as stated in this Rule or otherwise permitted by law or by agreement with the
23 client, a lawyer shall promptly deliver to the client or third person any funds or
other property that the client or third person is entitled to receive and, upon
request by the client or third person, shall promptly render a full accounting
regarding such property.

24 (e) When in the course of representation a lawyer is in possession of funds
25 or other property in which two or more persons (one of whom may be the lawyer)

claim interests, the property shall be kept separate by the lawyer until the dispute is resolved. The lawyer shall promptly distribute all portions of the funds or other property as to which the interests are not in dispute.

136. Respondent failed to hold client and third-party funds safe in his Client Trust Account, including but not limited to the funds related to Heath, the Aguilar family, and DeJong.

137. Respondent failed to safekeep client funds in his Client Trust Account when he gave two clients an 'advance' on their anticipated settlement proceeds.

138. Respondent failed to notify his clients, including but not limited to Heath, the Aguilar family, and DeJong, and their related third-party lienholders, when he received funds in which they have an interest.

139. Respondent failed to promptly and/or properly distribute funds to his clients, including but not limited to Heath, the Aguilar family, and DeJong, and their related third-party lienholders.

140. In light of the foregoing, including without limitation paragraphs 2 through 134, Respondent has violated RPC 1.15 (Safekeeping Property).

COUNT TWO- RPC 1.8 (Conflicts of Interest: Current Clients: Specific Rules)

141. RPC 1.8(i) states:

(i) A lawyer shall not acquire a proprietary interest in the cause of action or subject matter of litigation the lawyer is conducting for a client, except that the lawyer may:

(1) Acquire a lien authorized by law to secure the lawyer's fee or expenses; and

(2) Contract with a client for a reasonable contingent fee in a civil case.

142. Respondent acquired a proprietary interest in Heath's cause of action, other than a contingency fee, when he secured a loan from Injury Solutions with the anticipated recovery

1 in Heath's personal injury matter.

2 143. Respondent acquired a proprietary interest in another client's cause of action,
3 other than a contingency fee, when he secured a separate loan from Injury Solutions with the
4 anticipated recovery in that client's personal injury matter.

5 144. In light of the foregoing, including without limitation paragraphs 2 through 134,
6 Respondent has violated RPC 1.8 (Conflict of Interest: Current Clients: Specific Rules).

7 **COUNT THREE- RPC 1.5 (Fees)**

8 145. RPC 1.5 states, in relevant part:

9 (c) A fee may be contingent on the outcome of the matter for which the service
10 is rendered, except in a matter in which a contingent fee is prohibited by
11 paragraph (d) or other law. A contingent fee agreement shall be in writing,
signed by the client, and shall state, in boldface type that is at least as large as
the largest type used in the contingent fee agreement:

12 (1) The method by which the fee is to be determined, including the
13 percentage or percentages that shall accrue to the lawyer in the event of
settlement, trial or appeal;

14 (2) Whether litigation and other expenses are to be deducted from the
15 recovery, and whether such expenses are to be deducted before or after the
contingent fee is calculated;

16 (3) Whether the client is liable for expenses regardless of outcome;

17 (4) That, in the event of a loss, the client may be liable for the opposing
18 party's attorney fees, and will be liable for the opposing party's costs as required
by law; and

19 (5) That a suit brought solely to harass or to coerce a settlement may
20 result in liability for malicious prosecution or abuse of process.

21 Upon conclusion of a contingent fee matter, the lawyer shall provide the client
22 with a written statement stating the outcome of the matter and, if there is a
recovery, showing the remittance to the client and the method of its
determination.

1 146. Respondent failed to provide the Aguilar family with written statements stating
2 the outcome of their respective matters and showing the remittance to each client and the
3 method of its determination.

4 147. In light of the foregoing, including without limitation paragraphs 2 through 134,
5 Respondent has violated RPC 1.5 (Fees).

6 **COUNT FOUR- RPC 1.4 (Communication)**

7 148. RPC 1.4 states:

8 (a) A lawyer shall:

9 (1) Promptly inform the client of any decision or circumstance with
10 respect to which the client's informed consent is required by these Rules;

11 (2) Reasonably consult with the client about the means by which the
client's objectives are to be accomplished;

12 (3) Keep the client reasonably informed about the status of the matter;

13 (4) Promptly comply with reasonable requests for information; and

14 (5) Consult with the client about any relevant limitation on the lawyer's
15 conduct when the lawyer knows that the client expects assistance not permitted
by the Rules of Professional Conduct or other law.

16 (b) A lawyer shall explain a matter to the extent reasonably necessary to
17 permit the client to make informed decisions regarding the representation.

18 149. Respondent failed to reasonably communicate with Heath regarding the status
19 of her personal injury matter and the distribution of her settlement funds, including without
20 limitation failing to respond to reasonable requests for information.

21 150. Respondent failed to reasonably communicate with the Aguilar family regarding
22 the status of their respective personal injury matter and the distribution of their respective
23 settlement funds, including without limitation failing to respond to reasonable requests for
24 information.

1 151. Respondent failed to reasonably communicate with DeJong regarding the status
2 of his personal injury matter and the distribution of his settlement funds, including without
3 limitation failing to respond to reasonable requests for information.

4 152. Respondent failed to reasonably communicate with Toscano regarding the status
5 of her personal injury matter, including without limitation failing to respond to reasonable
6 requests for information.

7 153. In light of the foregoing, including without limitation paragraphs 2 through 134,
8 Respondent has violated RPC 1.4 (Communication).

9 **COUNT FIVE- RPC 1.3 (Diligence)**

10 154. RPC 1.3 requires a lawyer to “act with reasonable diligence and promptness in
11 representing a client.”

12 155. Respondent failed to diligently and promptly attend to the distribution of
13 Heath’s settlement funds.

14 156. Respondent failed to diligently and promptly attend to the distribution of the
15 Aguilar’s respective settlement funds.

16 157. Respondent failed to diligently and promptly represent DeJong in pursuing his
17 personal injury claims.

18 158. Respondent failed to diligently and promptly attend to the distribution of
19 DeJong’s settlement funds.

20 159. Respondent failed to diligently and promptly represent Toscano in pursuing his
21 personal injury claims.

22 160. In light of the foregoing, including without limitation paragraphs 2 through 134,
23 Respondent has violated RPC 1.3 (Diligence).

24 ///

1 **COUNT SIX- RPC 8.1 (Bar Admission and Disciplinary Matters)**

2 161. RPC 8.1 states:

3 An applicant for admission to the bar, or a lawyer in connection with a bar
4 admission application or in connection with a disciplinary matter, shall not:

5 (a) Knowingly make a false statement of material fact; or

6 (b) Fail to disclose a fact necessary to correct a misapprehension known by
7 the person to have arisen in the matter, or knowingly fail to respond to a lawful
8 demand for information from an admissions or disciplinary authority, except
9 that this Rule does not require disclosure of information otherwise protected by
10 Rule 1.6.

11 162. Respondent received the State Bar's correspondence requesting information
12 related to the foregoing grievances.

13 163. Respondent has failed to respond to any of the ten requests for information from
14 the State Bar.

15 164. In light of the foregoing, including without limitation paragraphs 2 through 134,
16 Respondent has violated RPC 8.1 (Bar Admission and Disciplinary Matters).

17 **COUNTY SEVEN- RPC 8.4 (Misconduct)**

18 165. RPC 8.4 states, in relevant part, "[i]t is professional misconduct for a lawyer to .
19 .. (c) Engage in conduct that involves misrepresentation, dishonesty, fraud, or deceit [and] (d)
20 Engage in conduct that is prejudicial to the administration of justice."

21 166. Respondent converted and/or misappropriated funds that belonged to his
22 clients, including without limitation, Heath, the Aguilar family, and DeJong.

23 167. Respondent misled Heath into believing that he was addressing her lienholder
24 debts using her settlement funds.

25 168. Respondent misled the Aguilars into believing that he was addressing potential
lienholder debts.

1 169. Respondent's failure to adequately prosecute DeJong and Toscano's claims has
2 prejudiced the administration of justice.

3 170. In light of the foregoing, including without limitation paragraphs 2 through 134,
4 Respondent has violated RPC 8.4 (Misconduct).

5
6 WHEREFORE, Complainant prays as follows:

7 1. That a hearing be held pursuant to Nevada Supreme Court Rule 105;

8 2. That Respondent be assessed the costs of the disciplinary proceeding pursuant
9 to SCR 120; and

10 3. That pursuant to SCR 102, such disciplinary action be taken by the Southern
11 Nevada Disciplinary Board against Respondent as may be deemed appropriate under the
12 circumstances.

13 Dated this 17th day of June, 2021.

14 STATE BAR OF NEVADA
15 DANIEL M. HOOGE, Bar Counsel

16 

17 By: _____

18 R. Kait Flocchini, Assistant Bar Counsel
19 Nevada Bar No. 9861
20 9456 Double R Boulevard
21 Reno, Nevada 89521
22 (775) 329-4100



FILED

JUN 17 2021

STATE BAR OF NEVADA

BY

OFFICE OF BAR COUNSEL

Case No.: OBC20-1137, OBC21-0053
OBC21-0065, OBC21-0142, and
OBC21-0146

**STATE BAR OF NEVADA
SOUTHERN NEVADA DISCIPLINARY BOARD**

STATE BAR OF NEVADA,)
)
Complainant,)
vs.)
)
BRADLEY J. BELLISARIO, ESQ.,)
NEVADA BAR No. 13452)
)
Respondent.)

**DESIGNATION OF
HEARING PANEL MEMBERS**

TO: Bradley J. Bellisario, Esq.
7495 West Azure Drive, Suite 258
Las Vegas, NV 89130
bradb@bellisariolaw.com

The following are members of the Disciplinary Board for the Southern District of Nevada. Pursuant to Nevada Supreme Court Rule (SCR) 105, you may issue peremptory challenge to five (5) such individuals by delivering the same in writing to the Office of Bar Counsel within twenty (20) days of service of the complaint.

The Chair of the Southern Nevada Disciplinary Board will thereafter designate a hearing panel of three (3) members of the Disciplinary Board, including at least one member who is not an attorney, to hear the above-captioned matter.

1. Russell E. Marsh, Esq., Chair
2. Dana Palmer Oswalt, Esq., Vice Chair

- 1 3. Christopher J. Lalli, Esq., Vice Chair
- 2 4. Annette L. Bradley, Esq.
- 3 5. John E. Bragonje, Esq.
- 4 6. Shemilly A. Briscoe, Esq.
- 5 7. Robert J. Caldwell, Esq.
- 6 8. Jacqueline B. Carman, Esq.
- 7 9. Andrew A. Chiu, Esq.
- 8 10. James P. Chrisman, Esq.
- 9 11. Nell E. Christensen, Esq.
- 10 12. Marc P. Cook, Esq.
- 11 13. Ira W. David, Esq.
- 12 14. Damon Dias, Esq.
- 13 15. Sandra K. DiGiacomo, Esq.
- 14 16. F. Thomas Edwards, Esq.
- 15 17. Matthew S. Fox, Esq.
- 16 18. Alan Freer, Esq.
- 17 19. Adam Garth, Esq.
- 18 20. Kelly Giordani, Esq.
- 19 21. Robert G. Giunta, Esq.
- 20 22. Angela Guingcangco, Esq.
- 21 23. Parish D. Heshmati, Esq.
- 22 24. Kenneth E. Hogan, Esq.
- 23 25. Jennifer K. Hostetler, Esq.
- 24 26. Franklin J. Katschke, Esq.
- 25 27. James T. Leavitt, Esq.

- 1 28. Michael B. Lee, Esq.
- 2 29. Anat R. Levy, Esq.
- 3 30. Jennifer R. Lloyd, Esq.
- 4 31. Donald Lowrey, Esq.
- 5 32. Dawn M. Lozano, Esq.
- 6 33. Jason R. Maier, Esq.
- 7 34. Farhan Naqvi, Esq.
- 8 35. Michael J. Oh, Esq.
- 9 36. Brian J. Pezzillo, Esq.
- 10 37. Gary A. Pulliam, Esq.
- 11 38. Paul “Luke” Puschnig, Esq.
- 12 39. Michael D. Rawlins, Esq.
- 13 40. Jericho L. Remitio, Esq.
- 14 41. Jarrod L. Rickard, Esq.
- 15 42. Miriam E. Rodriguez, Esq.
- 16 43. Vincent J. Romeo, Esq.
- 17 44. Daniel F. Royal, Esq.
- 18 45. Africa A. Sanchez, Esq.
- 19 46. Jen J. Sarafina, Esq.
- 20 47. Jay A. Shafer, Esq.
- 21 48. Thomas R. Sheets, Esq.
- 22 49. Jeffrey G. Sloane, Esq.
- 23 50. Sarah E. Smith, Esq.
- 24 51. James R. Sweetin, Esq.
- 25 52. Stephen L. Titzer Esq.

- 1 53. Jacob J. Villani, Esq.
- 2 54. Marni Watkins, Esq.
- 3 55. Joseph Went, Esq.
- 4 56. Reed J. Werner, Esq.
- 5 57. Natalie Ann Allred, Laymember
- 6 58. Afeni Banks, Laymember
- 7 59. Brian Catlett, Laymember
- 8 60. Kathy Dalvey, Laymember
- 9 61. Alexander Falconi, Laymember
- 10 62. Brittany Falconi, Laymember
- 11 63. Joelyne Gold, Laymember
- 12 64. Elizabeth A. Hanson, Laymember
- 13 65. Jack S. Hegeduis, Laymember
- 14 66. Julia D. Hesmati, Laymember
- 15 67. William M. Holland, Laymember
- 16 68. Nicholas Kho, Laymember
- 17 69. Annette Kingsley, Laymember
- 18 70. Benjamin S. Lurie, Laymember
- 19 71. Jo Kent McBeath, Laymember
- 20 72. Steve Moore, Laymember
- 21 73. Grace Ossowski, Laymember
- 22 74. Peter Ossowski, Laymember
- 23 75. Kellie C. Rubin, Laymember
- 24 76. Vikki L. Seelig, Laymember
- 25

1 77. Danny Lee Snyder, Jr., Laymember

2 78. Harvey Weatherford, Laymember

3
4 DATED this 17th day of June 2021.

5 **STATE BAR OF NEVADA**
6 Daniel M. Hooge, Bar Counsel

7 By: 

8 _____
9 R. Kait Flocchini, Assistant Bar Counsel
10 3100 W. Charleston Blvd, Ste. 100
11 Las Vegas, Nevada 89102
12 Phone: (702) 382-2200



FILED

JUN 17 2021

STATE BAR OF NEVADA
BY: 
OFFICE OF BAR COUNSEL

Case Nos.: OBC20-1137; OBC21-0051;
OBC21-0065; OBC21-0142;
and OBC21-0146

STATE BAR OF NEVADA
SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA,)
)
Complainant,)
vs.)
)
BRADLEY J. BELLISARIO, ESQ.,)
NV BAR NO. 13452)
)
Respondent.)

DECLARATION OF MAILING

Sonia Del Rio, under penalty of perjury, being first and duly sworn, deposes
and says as follows:

1. That Declarant is employed with the State Bar of Nevada and, in such capacity,
Declarant is Custodian of Records for the Discipline Department of the State
Bar of Nevada.
2. That Declarant states that the enclosed documents are true and correct copies
of the **COMPLAINT, FIRST DESIGNATION OF HEARING PANEL
MEMBERS, and STATE BAR OF NEVADA'S PEREMPTORY
CHALLENGES** in the matter of the *State Bar of Nevada vs. Bradley J.*

1 *Bellisario, Esq.*, Case No. OBC20-1137, OBC21-0053, OBC21-0065, OBC21-
2 0142, and OBC21-0146.

- 3 3. That pursuant to Supreme Court Rule 109, the Complaint, First Designation of
4 Hearing Panel Members, and State Bar of Nevada's Peremptory Challenges
5 were served on the following placing copies in an envelope which was then
6 sealed and postage fully prepaid for regular and certified mail, and deposited
7 in the United States mail at Las Vegas, Nevada on **June 17, 2021**, to:

8 Bradley J. Bellisario, Esq.
9 7495 West Azure Drive, Suite 258
10 Las Vegas, Nevada 89130
CERTIFIED MAIL RECEIPT: 7019 2970 0001 3885 5085

11 **And via electronic mail on June 17, 2021, to:**

12 Bradley J. Bellisario, Esq.: (Respondent): bradb@bellisariolaw.com

13
14 I declare under penalty of perjury that the foregoing is true and correct.

15 Dated this 17th day of June 2021.

16
17 *Sonia Del Rio*
18 _____
19 Sonia Del Rio, an employee
20 of the State Bar of Nevada
21
22
23
24
25

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Bradley J Bellisario, Esq.
7495 West Azure Drive, Suite 258
Las Vegas, NV 89130

9590 9402 6384 0303 4048 01



Article Number (Transfer from service label)

7019 2970 0001 3885 5085

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Bradley J Bellisario* ☒ Agent ☐ Addressee

B. Received by (Printed Name) *Bradley J Bellisario* C. Date of Delivery *6/21*

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|--|---|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | |
| <input type="checkbox"/> Insured Mail | |
| <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) | |

Domestic Return Receipt

Case Nos: OBC20-1137, OBC21-0053,
OBC21-0065, OBC21-0142,
and OBC21-0146



STATE BAR OF NEVADA
SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA,)
)
Complainant,)
vs.)
)
BRADLEY J. BELLISARIO, ESQ.,)
Nevada Bar No. 13452,)
)
Respondent.)
_____)

NOTICE OF INTENT TO PROCEED
ON DEFAULT BASIS

PLEASE TAKE NOTICE THAT unless the State Bar receives a responsive pleading in the above-captioned matter by July 29, 2021, it will proceed on a default basis and ***the charges against you shall be deemed admitted.*** Supreme Court Rule 105 (2) states in relevant part:

A copy of the complaint shall be served on the attorney and it shall direct that a verified response or answer be served on bar counsel within 20 days of service . In the event the attorney fails to plead, **the charges shall be deemed admitted**; provided, however, that an attorney who fails to respond within the time provided may thereafter obtain permission of the appropriate disciplinary board chair to do so, if failure to file is attributable to mistake, inadvertence, surprise, or excusable neglect. (Emphasis added.)

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1 Additional copies of the Complaint previously served upon you, and the First
2 Designation of Hearing Panel Members, accompanies this Notice.

3 DATED this 9th day of July 2021.

4
5 **STATE BAR OF NEVADA**
6 **DANIEL M. HOOGE, BAR COUNSEL**

7 

8

R. Kait Flocchini, Assistant Bar Counsel
9 Nevada Bar No. 9861
10 3100 W. Charleston Blvd., Ste. 100
11 Las Vegas, Nevada 89102
12 (702) 382-2200
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CERTIFICATE OF SERVICE

The undersigned hereby certifies a true and correct copy of the Notice of Intent to Proceed on a Default Basis, Complaint, and First Designation of Panel Members were deposited in the United States Mail at Las Vegas, Nevada, postage fully pre-paid thereon for first class-regular mail and certified mail, return receipt requested, addressed to:

Bradley J. Bellisario, Esq.
7495 West Azure Drive, Suite 258
Las Vegas, NV 89130
Certified Mail: 7019 2970 0001 3885 5115
SCR 79 Address

And alternate address:

Bradley J. Bellisario, Esq.
7100 Grand Montecito Pkwy #2054,
Las Vegas, NV 89149
Certified Mail: 7019 2970 0001 3885 5122

Alternate Address

and via email to:

1. Bradley J. Bellisario, Esq. (SCR 79 Email): bradb@bellisariolaw.com
2. Ross Goodman, Esq.: ross@rosscgoodman.com

Dated this 9th day of July 2021.

Sonia Del Rio

Sonia Del Rio, an employee of
the State Bar of Nevada.



FILED

JUN 17 2021

STATE BAR OF NEVADA

BY

OFFICE OF BAR COUNSEL

Case No: OBC20-1137, OBC21-0053,
OBC21-0065, OBC21-0142,
and OBC21-0146

STATE BAR OF NEVADA

SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA,)
)
Complainant,)
vs.)
BRADLEY J. BELLISARIO, ESQ.,)
BAR NO. 13452)
Respondent.)

COMPLAINT

TO: Bradley J. Bellisario, Esq.
7495 West Azure Drive, Suite 258
Las Vegas, Nevada 89130
bradb@bellisariolaw.com

PLEASE TAKE NOTICE that pursuant to Supreme Court Rule ("SCR") 105(2) a
VERIFIED RESPONSE OR ANSWER to this Complaint must be filed with the Office of Bar
Counsel, State Bar of Nevada, 3100 W. Charleston Blvd, Suite 100, Las Vegas, Nevada 89102,
within twenty (20) days of service of this Complaint. Procedure regarding service is addressed
in SCR 109.

1 Complainant, State Bar of Nevada ("State Bar"), by and through its Assistant Bar
2 Counsel, R. Kait Flocchini, is informed and believes as follows:

3 1. Attorney Bradley J. Bellisario, Esq. ("Respondent"), Bar No. 13452, is currently
4 an active member of the State Bar of Nevada and at all times pertinent to this complaint had
5 his principal place of business for the practice of law located in Clark County, Nevada.

6 2. On October 21, 2020, the State Bar received an overdraft notice from Wells
7 Fargo Bank ("WFB") advising that the trust account x8817 for Bellisario Law, LLC was
8 overdrawn by \$1,662.05.

9 3. The cause of the reported overdraft was a loan payment to Kabbage in the amount
10 of \$1,796.72. The payment was returned, and a \$35 fee was charged.

11 4. The State Bar sent multiple letters requesting an accounting for Client Trust
12 Account x8817 to Respondent requesting an explanation of the overdraft with supporting
13 documentation.

14 5. Respondent failed to respond to any of the State Bar's requests for information.

15 6. The State Bar subpoenaed bank records from WFB for Respondent's accounts for
16 the time-period of January 2019 to March 2021.

17 ///

18
19 ///

20
21 ///

22
23 ///

7. In response to the State Bar's subpoena, WFB provided records for the following accounts:

Account #	Account Name	Date Opened	Date Closed	Signers
x8817	Bellisario Law LLC NV IOLTA Account	9/21/15		Bradley J. Bellisario
x1416 linked to x8866	Bellisario Law, LLC Market Rate Savings Acct	9/21/15		Bradley J. Bellisario
x8866 Linked to x1416	Bellisario Law, LLC Business Checking (Op Acct)	9/21/15		Bradley J. Bellisario
x7891	Bellisario Law PC Op Acct	4/8/20		Bradley J. Bellisario
x7867	Bellisario Law PC NV IOLTA	4/8/20		Bradley J. Bellisario
x2348	Bradley J. Bellisario Platinum Savings Account	3/25/20		Bradley J. Bellisario
x7327	Brayden Bellisario (minor) Way2Save Account	5/2/15		*Bradley J. Bellisario *Emily Cardona
x3573	Bradley J. Bellisario	3/25/20		Bradley J. Bellisario
x9522	Bradley & Emily Bellisario	8/8/11		*Bradley J. Bellisario *Emily Cardona

///

Payment of Kabbage Personal Loan

8. On August 2, 2019, a deposit of a personal loan from Kabbage in the amount of \$25,000 was made into WFB Bellisario Law LLC Operating Account x8866.

9. The Kabbage loan was re-paid from WFB Op Acct x8866 as follows:

Date	Payee	Amount	Notes
9/3/19	Kabbage	\$1,796.72	
10/2/19	Kabbage	\$1,796.72	
11/1/19	Kabbage	\$1,796.72	
12/2/19	Kabbage	\$1,796.72	
1/2/20	Kabbage	\$1,796.72	
2/3/20	Kabbage	\$1,796.72	
3/3/20	Kabbage	\$1,796.72	
4/1/20	Kabbage	\$1,796.72	
5/4/20	Kabbage	\$1,796.72	Caused overdraft of \$35.90. An overdraft fee of \$35 was assessed on 5/5/20
6/1/20	Kabbage	\$1,796.72	
7/2/20	Kabbage	\$1,796.72	
8/3/20	Kabbage	\$1,796.72	
9/1/20	Kabbage	\$1,796.72	

10. Multiple automated payments for the Kabbage loan from Operating Account x8866 were returned during month of October 2020.

11. A returned payment for the Kabbage loan also occurred in Respondent's Client Trust Account x8817, which is what prompted the overdraft notification to the State Bar.

12. A partial payment to Kabbage cleared in Respondent's Client Trust Account x8817 on October 23, 2020. The other half of the monthly payment, paid from the Operating Account x8866, was returned.

13. In November 2020, Respondent issued a stop payment for two attempts by Kabbage to remove additional funds from his Client Trust Account. One occurred on November 4, 2020 in the amount of \$898.36 and the other was on November 17, 2020, in the amount of \$748.36.

14. Kabbage attempted to draw payments from Operating Account x8866 twice in November 2020 and twice in December 2020- all four attempts resulted in a return of funds and the assessment of a \$35 fee by the bank.

15. Respondent's Operating Account x8866 had an overdrawn balance of \$168.61 from December 31, 2020 through March 2021.

Misappropriation and Commingling in Respondent's Client Trust Account

16. Respondent withdrew funds totaling \$64,200 from Client Trust Account x8817 that were deposited into his personal bank accounts. Those withdrawals had no relationship to disbursement of Respondent's earned fees. The withdrawals are as follows:

- a. \$1,000 on June 28, 2019;
- b. \$5,500 on July 15, 2019;
- c. \$16,000 on July 15, 2019;
- d. \$3,000 on September 4, 2019;
- e. \$5,000 on October 8, 2019;
- f. \$5,000 on October 8, 2019;
- g. \$5,000 on October 8, 2019;
- h. \$500 on October 16, 2019;

- i. \$4,500 on November 1, 2019;
- j. \$500 on December 26, 2019;
- k. \$400 on January 8, 2020;
- l. \$350 on January 9, 2020;
- m. \$400 on January 10, 2020;
- n. \$1,000 on February 24, 2020;
- o. \$4,000 on June 22, 2020;
- p. \$300 on November 10, 2020;
- q. \$1,500 on December 18, 2020;
- r. \$7,500 on December 21, 2020; and
- s. \$2,700 on December 31, 2020.

17. Respondent deposited personal funds totaling \$11,050 into Client Trust Account x8817 as follows:

- a. \$10,000 on October 15, 2019; and
- b. \$1,500 on July 1, 2020.

18. Respondent paid the following personal expenses from his Client Trust Account x8817:

- a. \$65 on March 19, 2019 to the Nevada CLE Board; and
- b. \$583 on May 20, 2019 to Accurate Garage Door Springs.

19. Respondent made the following Zelle transfers of funds in his Client Trust Account to persons that were not clients or identified lienholders:

- a. \$100 on December 23, 2019 to Holm Paulina;
- b. \$500 on July 29, 2020 to Dianne Christine;
- c. \$500 on August 7, 2020 to Buddy Jules;

- d. \$500 on September 14, 2020 to A. Natalie;
- e. \$1,500 on September 24, 2020 to A. Natalie;
- f. \$500 on September 28, 2020 to Lincoln Erin;
- g. \$500 on September 29, 2020 to Lincoln Erin; and
- h. \$1,500 on October 23, 2020 to A. Natalie.

20. On or about February 25, 2019, Respondent paid client Gustavo Iniguez \$5,000 from his Client Trust Account when Respondent was not holding any funds for Mr. Iniguez in the account. This payment was identified as an 'advance' on Mr. Iniguez's anticipated settlement of a personal injury claim.

Personal Loans Secured with Particular Contingency Fees

21. On December 12, 2018, Bellisario borrowed \$5,000 from Injury Solutions at 0% interest rate. Injury Solutions's check #1034 referenced "Personal Injury loan: T.S. DOI 8/8/2018" in the memo section.

22. Respondent executed a promissory note for the Injury Solutions loan. The loan was secured on Respondent's contingency fee of the American Family Claim No. 1-00-797705. The repayment was "due on receipt of the settlement resulting from the motor vehicle occurring on August 8, 2018."

23. On March 8, 2019, Respondent deposited \$58,488.08 into his Client Trust Account. The deposits referenced American Family Claim No. 01-000-797705.

24. On March 13, 2019, Respondent repaid the Injury Solution's loan using Client Trust Account x8817 check number 1259 in the amount of \$5,000.

25. On July 2, 2020, Respondent borrowed \$4,500 from Injury Solutions at 0% interest rate. Injury solutions provided check #1288 to Respondent.

1 26. Respondent did not deposit these funds into any of his Wells Fargo Bank
2 accounts.

3 27. Respondent executed a promissory note for this second Injury Solutions loan.
4 The loan was “secured by the Personal Injury Settlement resulting from Claim No.’s 28-07H4-
5 55C (Frank Arambula) and 050054623 0101 055 (Christine Heath).” The repayment was “due
6 on receipt of the settlement resulting from the motor vehicle accidents, claim NO. 28-07H4-
7 55C (Frank Arambula) and 050054623 0101 055 (Christine Heath).”

8 28. On July 20, 2020, Respondent deposited \$100,000 into the Client Trust Account
9 x8817 for the Heath settlement with GEICO insurance.

10 29. On July 24, 2020, Respondent repaid the Injury Solutions loan using Client Trust
11 Account x8817 check number 1380 in the amount of \$4,500.

12 OBC210-0053 (Client: Christine Heath)

13 30. On September 5, 2019, Christine Heath was in a car accident.

14 31. She initially retained attorney Lloyd Baker to represent her in her personal injury
15 claim.

16 32. Heath was not satisfied with Baker’s representation and was referred to
17 Respondent.

18 33. Heath then retained Respondent.

19 34. On December 2, 2019, Preferred Capital Funding gave Heath a loan for \$4,000
20 against her settlement. Respondent signed the Attorney Acknowledgment that acknowledged
21 the funding and assignment against the settlement proceeds.

22 35. In January 2020, Heath’s case with State Farm settled for policy limits of
23 \$25,000.

1 36. On January 24, 2020, Respondent deposited the \$23,575 settlement check from
2 State Farm into his Client Trust Account x8817.¹

3 37. On January 30, 2020, Respondent partially paid Injury Solutions's lien on
4 Heath's proceed in the amount of \$7,858.33.

5 38. On February 2, 2020, Respondent transferred \$7,885 from his Client Trust
6 Account x8817 to his Operating Account x8866 as his contingency fee from Heath's settlement
7 proceeds.

8 39. On April 20, 2020, Respondent paid Dr. Bernard Ong \$550 with check #1363.

9 40. On April 21, 2020, Heath's remaining balance in the Client Trust Account was
10 \$7,281.67.

11 41. On July 19, 2020, the balance in Respondent's Client Trust Account x8817 was
12 \$30.02, far less than the \$7,281.67 that should have been maintained in the Trust Account just
13 for Heath.

14 42. In July 2020, Heath settled with GEICO for policy limits of \$100,000.

15 43. On July 20, 2020, Respondent deposited the \$100,000 settlement check from
16 GEICO into his Client Trust Account x8817.

17 44. On July 21, 2020, Respondent transferred (i) \$4,250 to his Operating Account
18 x8866 and (ii) \$30,000 to his Operating Account x7891. The transfers totaled \$34,250.

19 45. According to Heath's distribution sheet, dated July 22, 2020, Respondent's fees
20 and costs totaled \$40,019.04.

21 46. Respondent withdrew \$2,115.96 more from Heath's settlement funds than what
22 was owed to him in Heath's case for his fees/costs.

23
24 ¹ State Farm paid the Baker Law Firm lien directly from the settlement.

47. On July 22, 2020, Bellisario gave Heath check #1374 in the amount of \$33,319.04 representing her share of the settlement proceeds.

48. Respondent should have been holding more than \$72,000 on behalf of Heath, but the ending daily balance of his Client Trust Account on July 22, 2020, was only \$32,460.98.

49. On July 23, 2020, Respondent deposited settlement proceeds on behalf of three other clients into his Client Trust Account.

50. Also on July 23, 2020, Bellisario gave Injury Solutions check #1379 in the amount of \$31,560.71 representing the balance owed toward Heath's lien.

51. On July 24, 2020, Respondent repaid the \$4,500 loan from Injury Solutions, that was to be paid from his fees earned in that case.

52. Respondent provided Heath with a Distribution Sheet showing that he had paid, or would pay, other lienholders on her behalf.

53. Respondent failed to pay the following liens, listed on Heath's Distribution Sheet, from Client Trust Account x8817:

Las Vegas Radiology	\$ 2,050.00
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Dr. Barnard Ong	\$ 500.00
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Medicaid	\$ 348.88
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Multus Medical	\$ 1,200.00
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Preferred Capital Funding	\$ 6,100.00
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TOTAL	\$10,317.88
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54. By September 30, 2020, Respondent's Client Trust Account balance was \$234.67.

55. On October 30, 2020, Preferred Capital emailed Respondent requesting a status of Heath's case. Respondent failed to respond.

1 56. Preferred Capital sent additional emails on October 18; November 3; November
2 12; November 19; and December 1, 2020. Respondent failed to respond to those emails as well.

3 57. On December 14, 2020, Preferred Capital left a voicemail for Respondent and
4 sent an email to Heath asking for an update.

5 58. On December 15, 2020, Heath called Preferred Capital advising that the case
6 settled and providing them with Respondent's disbursement sheet showing Preferred Capital
7 was paid \$6,100.

8 59. On December 15, 2020, Preferred Capital sent Respondent a letter via email and
9 regular mail reminding him of his duties under RPC 1.15 and advising Bellisario they had not
10 received the \$6,100.

11 60. Thereafter, Respondent failed to communicate with Preferred Capital or Heath.

12 61. Respondent's Client Trust Account balance on February 26, 2021 was \$96.05,
13 which is far less than he owes to Heath's lienholders.

14 62. Respondent has not paid the \$6,100 due to Preferred Capital.

15 OBC21-0065 (Clients: Aguilar Family)

16 63. On June 1, 2019, the Aguilar family was in a car accident. Minervo Felipe was the
17 driver. His brother, Adulfo, and his father, Minervo, were also in the vehicle.

18 64. On June 3, 2019, the Aguilars retained Respondent to pursue their personal
19 injury claims.

20 65. Respondent was also representing Adulfo for a personal injury that occurred on
21 April 3, 2019.

22 66. On December 26, 2019, Respondent gave Adulfo an advance of \$3,000 using
23 check #1339 from his Client Trust Account x 8817 prior to receiving any settlement funds on
24 his behalf.

67. In July 2020, the Aguilers' case settled with Mercury Insurance.

68. Minervo Felipe and Adulfo were not advised of the exact total settlement and what each person received. They were only told that settlement would be pro-rated.

69. Respondent took them to a notary who notarized their signatures on the release.

70. Minervo Felipe and Adulfo did not understand the terms of the settlement.

71. On July 23, 2020, Bellisario deposited the settlement checks from Mercury Insurance into his Client Trust Account x8817 as follows:

Adolfo Aguilar	\$13,000.00
Minervo Aguilar-Sosa	\$22,500.00
Minervo Felipe Aguilar-Solis	\$30,000.00
Total	\$65,500.00

72. On July 28, 2020, Respondent transferred \$17,000 to Operating account x7891 and \$5,000 to Operating Account x8866. This amount is approximately 33% of the total settlement the Aguilers received.

73. On July 29, 2020, Respondent issued Adulfo check #1383 in the amount of \$4,000. The memo section states "PI Advance."

74. Adulfo believes the \$4,000 to be his portion of the settlement funds, not an advance. However, Adulfo did not receive a distribution sheet.

75. Respondent's bank records do not indicate Respondent paid any liens on behalf of Adulfo.

76. On July 30, 2020, Bellisario issued Minervo a check #1382 in the amount of \$7,348.58.

77. Minervo did not receive a distribution sheet.

78. Respondent's bank records do not indicate Respondent paid any liens on behalf of Minvero.

79. Respondent did not make a distribution to Minervo Felipe at this time.

80. Respondent's bank records do not indicate Respondent paid any liens on behalf of Minvero Felipe.

81. On July 31, 2020, Respondent should have still been holding the following, on behalf of the Aguilar:

Adolfo Aguilar	\$ 1,710.00
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Minervo Aguilar-Sosa	\$ 7,348.58
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Minervo Felipe Aguilar-Solis	\$19,944.45
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Total	\$29,003.03
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82. The balance of Respondent's Client Trust Account x8817 on July 31, 2020 was \$2,547.94.

83. In August 2020, Minervo Felipe texted Respondent requesting a status on the lien negotiation.

84. Respondent tells Minvero Felipe that he may have to take the provider to court over a \$13,000 lien. Respondent does not tell Minervo Felipe that he no longer has the funds in trust.

85. On September 30, 2020, Respondent's Client Trust Account balance was \$234.67.

86. In October 2020, Minervo Felipe texted Respondent multiple times asking for the status of the lien reduction.

87. Respondent tells Minvero Felipe that the reduction request is still pending. Respondent offers to give Minervo Felipe \$3,000.

1 88. ON October 23, 2020, Minvero Felipe received check #1401 for \$3,000 from
2 Respondent's client trust account x8817. This is the last and only payment Minervo Felipe
3 received from Respondent.

4 89. On November 9, 2020, Minervo texted Respondent advising that he received a
5 collection letter regarding the UMC bill.

6 90. Minervo continued to text Respondent in November asking for a status.

7 91. Respondent does not respond to Minvero's requests until December 3, 2020,
8 when he texted that he is at the dentist and he will call later.

9 92. Minervo advised Respondent that a second collection arrived. Respondent
10 stated that he would call the collection agency the following day.

11 93. On December 12, 2020, Minervo texted Respondent again advising he received a
12 third collection notice regarding the UMC bill.

13 94. Minvero sent additional texts in December and January 2021.

14 95. Respondent did not respond to Minervo's inquiries or address the outstanding
15 lien.

16 96. In late January 2021, Adulfo was contacted by attorney Michael Kristoff who
17 stated Respondent closed his office and gave him all the files to review.

18 97. Adulfo signed a new retainer agreement with Kristoff for his first accident.

19 98. Respondent did not provide Kristoff with any information or funds related to the
20 Aguilar's settled personal injury claims.

21 OBC21-0142 (Client: Andrew DeJong)

22 99. On November 19, 2018, Andrew DeJong was involved in a car accident.

23 100. DeJong retained Respondent to represent him in his personal injury claim. He
24 agreed to pay Respondent a contingency fee of 25%.

1 101. On April 14, 2020, DeJong signed a release with Bristol West Insurance company
2 for policy limits settlement of \$25,000.

3 102. On April 23, 2020, Respondent deposited the \$25,000 settlement check into his
4 Client Trust Account x8817.

5 103. On April 27, 2020, Respondent deposited a \$2,000 GEICO medical payments
6 coverage check payable to Bellisario Law LLC and Andrew De Jong into his Client Trust
7 Account x8817.

8 104. No distributions relating to DeJong were made from Client Trust Account x8817
9 in May or June, 2020.

10 105. On June 30, 2020, Respondent's Client Trust Account x8817 balance was
11 \$22,979.03- approximately \$4,000 less than Respondent should have been holding for
12 DeJong alone.

13 106. In mid-2020, DeJong sent Respondent several texts, emails, voicemails, and
14 Facebook messages that were not returned.

15 107. DeJong's last attempt to communicate with Respondent was on October 8, 2020
16 when he requested to know the status of his settlement with Bristol West and an update on the
17 UIM claim with GEICO Insurance.

18 108. Respondent did not respond to DeJong's requests for information.

19 109. DeJong's UIM claim with GEICO was not settled.

20 110. Respondent's Client Trust Account balance on December 31, 2020, was
21 \$7,163.36 and he had not distributed any funds relating to DeJong.

22 OBC21-0146 (Client: Christian Toscano)

23 111. On or around February 2, 2019, Christian Toscano was hit by a taxi driver in the
24 parking lot of the Venetian Hotel.

1 112. On November 5, 2019, Toscano retained Respondent to represent him in his
2 personal injury claim.

3 113. Respondent advised Toscano that he should seek medical treatment on a lien
4 basis and referred him to a provider for treatment.

5 114. Respondent told Toscano that he would then submit the medical bills to the taxi
6 insurance company to be paid.

7 115. In February 2020, Toscano advised Respondent that he completed treatment.

8 116. On March 4, 2020, Respondent texted Toscano advising he received Toscano's
9 medical records from the Neck and Back clinic but the needed the records from the primary
10 care doctor.

11 117. Toscano received no communication from Respondent between March 2020 and
12 September 2020.

13 118. On September 3, 2020, Toscano texted Respondent but did not receive a
14 response.

15 119. On January 11 and 13, 2021, respectively, Toscano texted Respondent.
16 Respondent failed to respond.

17 120. In late January 2021, Toscano received a call from attorney Michael Kristoff.
18 Kristoff reported that Respondent dropped off his files to review and contact clients to see if
19 they wanted to retain Kristoff.

20 121. Kristoff told Toscano that after reviewing his file, Kristoff discovered the state of
21 limitations was about to expire in a few days and he was not going to be able to assist him.
22 Kristoff gave Toscano his file.

23 122. Toscano has liens that were not paid.

24 ///

1 Failure to Respond to State Bar Demands for Information

2 123. On October 19, 2020, the State Bar received the overdraft notice from WFB.

3 124. On October 26, 2020, SBN sent a letter of investigation via regular mail to
4 Respondent's SCR 79 address on 7495 W. Azure Drive, #258 and via email to his SCR email
5 address at bradb@bellisariolaw.com. Respondent's response was due September 15, 2020.

6 125. On November 12, 2020, Respondent contacted the State Bar to obtain an
7 extension, which was granted.

8 126. Respondent failed to submit a response by the extended deadline.

9 127. On January 7, 2021, the State Bar emailed Respondent advising that his had not
10 been received and requesting that Respondent give the matter his immediate attention.

11 128. On February 5, 2020, the State Bar emailed to Respondent's counsel in an
12 unrelated matter in an effort to locate Respondent and determine an active address at which
13 Respondent could be reached. The State Bar was advised that an active mailing address was
14 7100 Grand Montecito Parkway, #2054, Las Vegas NV 89149. Respondent was copied on the
15 attorney's email.

16 129. On February 10, 2021, the State Bar sent another letter to Respondent via (i)
17 certified mail to his SCR 79 address of 7100 Grand Montecito Pkwy, #2054 and (ii) email to
18 bradb@bellisariolaw.com. The letter advised Respondent that should he fail to respond the
19 Disciplinary Board would be asked to consider additional charges of RPC 8.1. His response was
20 due February 26, 2021.

21 130. The email was also sent to the counsel and his assistant. Read receipts were
22 returned for the counsel and assistant. Respondent did not return a read receipt to the email.

23 131. On or about April 8, 2021, Respondent submitted an email to Member Services
24 advising that he no longer wished to renew his law license. That same day, the State Bar
25

1 emailed Bellisario asking him to contact the investigator on the disciplinary matter or ABC
2 Flocchini, with a read receipt for the email.

3 132. Respondent returned the read receipt but did not respond to the email.

4 133. Letters of Investigation have been mailed and emailed to Respondent for all of
5 the other grievances identified herein.

6 134. To date, Respondent has failed to substantively respond to any of the State Bar's
7 requests for information related to the foregoing grievances.

8 **COUNT ONE- RPC 1.15 (Safekeeping Property)**

9 135. RPC 1.15 states

10 (a) A lawyer shall hold funds or other property of clients or third persons that is
11 in a lawyer's possession in connection with a representation separate from the
12 lawyer's own property. All funds received or held for the benefit of clients by a
13 lawyer or firm, including advances for costs and expenses, shall be deposited in
14 one or more identifiable bank accounts designated as a trust account maintained
15 in the state where the lawyer's office is situated, or elsewhere with the consent of
the client or third person. Other property in which clients or third persons hold
an interest shall be identified as such and appropriately safeguarded. Complete
records of such account funds and other property shall be kept by the lawyer and
shall be preserved for a period of seven years after termination of the
representation.

16 (b) A lawyer may deposit the lawyer's own funds in a client trust account for
17 the sole purpose of paying bank service charges on that account, but only in an
amount necessary for that purpose.

18 (c) A lawyer shall deposit into a client trust account legal fees and expenses
19 that have been paid in advance, to be withdrawn by the lawyer only as fees are
earned or expenses incurred.

20 (d) Upon receiving funds or other property in which a client or third person
21 has an interest, a lawyer shall promptly notify the client or third person. Except
22 as stated in this Rule or otherwise permitted by law or by agreement with the
23 client, a lawyer shall promptly deliver to the client or third person any funds or
other property that the client or third person is entitled to receive and, upon
request by the client or third person, shall promptly render a full accounting
regarding such property.

24 (e) When in the course of representation a lawyer is in possession of funds
25 or other property in which two or more persons (one of whom may be the lawyer)

claim interests, the property shall be kept separate by the lawyer until the dispute is resolved. The lawyer shall promptly distribute all portions of the funds or other property as to which the interests are not in dispute.

136. Respondent failed to hold client and third-party funds safe in his Client Trust Account, including but not limited to the funds related to Heath, the Aguilar family, and DeJong.

137. Respondent failed to safekeep client funds in his Client Trust Account when he gave two clients an 'advance' on their anticipated settlement proceeds.

138. Respondent failed to notify his clients, including but not limited to Heath, the Aguilar family, and DeJong, and their related third-party lienholders, when he received funds in which they have an interest.

139. Respondent failed to promptly and/or properly distribute funds to his clients, including but not limited to Heath, the Aguilar family, and DeJong, and their related third-party lienholders.

140. In light of the foregoing, including without limitation paragraphs 2 through 134, Respondent has violated RPC 1.15 (Safekeeping Property).

COUNT TWO- RPC 1.8 (Conflicts of Interest: Current Clients: Specific Rules)

141. RPC 1.8(i) states:

(i) A lawyer shall not acquire a proprietary interest in the cause of action or subject matter of litigation the lawyer is conducting for a client, except that the lawyer may:

(1) Acquire a lien authorized by law to secure the lawyer's fee or expenses; and

(2) Contract with a client for a reasonable contingent fee in a civil case.

142. Respondent acquired a proprietary interest in Heath's cause of action, other than a contingency fee, when he secured a loan from Injury Solutions with the anticipated recovery

1 in Heath's personal injury matter.

2 143. Respondent acquired a proprietary interest in another client's cause of action,
3 other than a contingency fee, when he secured a separate loan from Injury Solutions with the
4 anticipated recovery in that client's personal injury matter.

5 144. In light of the foregoing, including without limitation paragraphs 2 through 134,
6 Respondent has violated RPC 1.8 (Conflict of Interest: Current Clients: Specific Rules).

7 **COUNT THREE- RPC 1.5 (Fees)**

8 145. RPC 1.5 states, in relevant part:

9 (c) A fee may be contingent on the outcome of the matter for which the service
10 is rendered, except in a matter in which a contingent fee is prohibited by
11 paragraph (d) or other law. A contingent fee agreement shall be in writing,
signed by the client, and shall state, in boldface type that is at least as large as
the largest type used in the contingent fee agreement:

12 (1) The method by which the fee is to be determined, including the
13 percentage or percentages that shall accrue to the lawyer in the event of
settlement, trial or appeal;

14 (2) Whether litigation and other expenses are to be deducted from the
15 recovery, and whether such expenses are to be deducted before or after the
contingent fee is calculated;

16 (3) Whether the client is liable for expenses regardless of outcome;

17 (4) That, in the event of a loss, the client may be liable for the opposing
18 party's attorney fees, and will be liable for the opposing party's costs as required
by law; and

19 (5) That a suit brought solely to harass or to coerce a settlement may
20 result in liability for malicious prosecution or abuse of process.

21 Upon conclusion of a contingent fee matter, the lawyer shall provide the client
22 with a written statement stating the outcome of the matter and, if there is a
recovery, showing the remittance to the client and the method of its
23 determination.

1 146. Respondent failed to provide the Aguilar family with written statements stating
2 the outcome of their respective matters and showing the remittance to each client and the
3 method of its determination.

4 147. In light of the foregoing, including without limitation paragraphs 2 through 134,
5 Respondent has violated RPC 1.5 (Fees).

6 **COUNT FOUR- RPC 1.4 (Communication)**

7 148. RPC 1.4 states:

8 (a) A lawyer shall:

9 (1) Promptly inform the client of any decision or circumstance with
10 respect to which the client's informed consent is required by these Rules;

11 (2) Reasonably consult with the client about the means by which the
12 client's objectives are to be accomplished;

13 (3) Keep the client reasonably informed about the status of the matter;

14 (4) Promptly comply with reasonable requests for information; and

15 (5) Consult with the client about any relevant limitation on the lawyer's
16 conduct when the lawyer knows that the client expects assistance not permitted
17 by the Rules of Professional Conduct or other law.

18 (b) A lawyer shall explain a matter to the extent reasonably necessary to
19 permit the client to make informed decisions regarding the representation.

20 149. Respondent failed to reasonably communicate with Heath regarding the status
21 of her personal injury matter and the distribution of her settlement funds, including without
22 limitation failing to respond to reasonable requests for information.

23 150. Respondent failed to reasonably communicate with the Aguilar family regarding
24 the status of their respective personal injury matter and the distribution of their respective
25 settlement funds, including without limitation failing to respond to reasonable requests for
information.

1 151. Respondent failed to reasonably communicate with DeJong regarding the status
2 of his personal injury matter and the distribution of his settlement funds, including without
3 limitation failing to respond to reasonable requests for information.

4 152. Respondent failed to reasonably communicate with Toscano regarding the status
5 of her personal injury matter, including without limitation failing to respond to reasonable
6 requests for information.

7 153. In light of the foregoing, including without limitation paragraphs 2 through 134,
8 Respondent has violated RPC 1.4 (Communication).

9 **COUNT FIVE- RPC 1.3 (Diligence)**

10 154. RPC 1.3 requires a lawyer to “act with reasonable diligence and promptness in
11 representing a client.”

12 155. Respondent failed to diligently and promptly attend to the distribution of
13 Heath’s settlement funds.

14 156. Respondent failed to diligently and promptly attend to the distribution of the
15 Aguilar’s respective settlement funds.

16 157. Respondent failed to diligently and promptly represent DeJong in pursuing his
17 personal injury claims.

18 158. Respondent failed to diligently and promptly attend to the distribution of
19 DeJong’s settlement funds.

20 159. Respondent failed to diligently and promptly represent Toscano in pursuing his
21 personal injury claims.

22 160. In light of the foregoing, including without limitation paragraphs 2 through 134,
23 Respondent has violated RPC 1.3 (Diligence).

24 ///

1 **COUNT SIX- RPC 8.1 (Bar Admission and Disciplinary Matters)**

2 161. RPC 8.1 states:

3 An applicant for admission to the bar, or a lawyer in connection with a bar
4 admission application or in connection with a disciplinary matter, shall not:

5 (a) Knowingly make a false statement of material fact; or

6 (b) Fail to disclose a fact necessary to correct a misapprehension known by
7 the person to have arisen in the matter, or knowingly fail to respond to a lawful
8 demand for information from an admissions or disciplinary authority, except
9 that this Rule does not require disclosure of information otherwise protected by
10 Rule 1.6.

11 162. Respondent received the State Bar's correspondence requesting information
12 related to the foregoing grievances.

13 163. Respondent has failed to respond to any of the ten requests for information from
14 the State Bar.

15 164. In light of the foregoing, including without limitation paragraphs 2 through 134,
16 Respondent has violated RPC 8.1 (Bar Admission and Disciplinary Matters).

17 **COUNTY SEVEN- RPC 8.4 (Misconduct)**

18 165. RPC 8.4 states, in relevant part, "[i]t is professional misconduct for a lawyer to .
19 . . (c) Engage in conduct that involves misrepresentation, dishonesty, fraud, or deceit [and] (d)
20 Engage in conduct that is prejudicial to the administration of justice."

21 166. Respondent converted and/or misappropriated funds that belonged to his
22 clients, including without limitation, Heath, the Aguilar family, and DeJong.

23 167. Respondent misled Heath into believing that he was addressing her lienholder
24 debts using her settlement funds.

25 168. Respondent misled the Aguilars into believing that he was addressing potential
lienholder debts.

1 169. Respondent's failure to adequately prosecute DeJong and Toscano's claims has
2 prejudiced the administration of justice.

3 170. In light of the foregoing, including without limitation paragraphs 2 through 134,
4 Respondent has violated RPC 8.4 (Misconduct).

5
6 WHEREFORE, Complainant prays as follows:

7 1. That a hearing be held pursuant to Nevada Supreme Court Rule 105;

8 2. That Respondent be assessed the costs of the disciplinary proceeding pursuant
9 to SCR 120; and

10 3. That pursuant to SCR 102, such disciplinary action be taken by the Southern
11 Nevada Disciplinary Board against Respondent as may be deemed appropriate under the
12 circumstances.

13 Dated this 17th day of June, 2021.

14 STATE BAR OF NEVADA
15 DANIEL M. HOOGE, Bar Counsel

16 

17 By: _____
18 R. Kait Flocchini, Assistant Bar Counsel
19 Nevada Bar No. 9861
20 9456 Double R Boulevard
21 Reno, Nevada 89521
22 (775) 329-4100



FILED

JUN 17 2021

STATE BAR OF NEVADA

BY

OFFICE OF BAR COUNSEL

Case No.: OBC20-1137, OBC21-0053
OBC21-0065, OBC21-0142, and
OBC21-0146

**STATE BAR OF NEVADA
SOUTHERN NEVADA DISCIPLINARY BOARD**

STATE BAR OF NEVADA,)
)
Complainant,)
vs.)
)
BRADLEY J. BELLISARIO, ESQ.,)
NEVADA BAR No. 13452)
)
Respondent.)

**DESIGNATION OF
HEARING PANEL MEMBERS**

TO: Bradley J. Bellisario, Esq.
7495 West Azure Drive, Suite 258
Las Vegas, NV 89130
bradb@bellisariolaw.com

The following are members of the Disciplinary Board for the Southern District of Nevada. Pursuant to Nevada Supreme Court Rule (SCR) 105, you may issue peremptory challenge to five (5) such individuals by delivering the same in writing to the Office of Bar Counsel within twenty (20) days of service of the complaint.

The Chair of the Southern Nevada Disciplinary Board will thereafter designate a hearing panel of three (3) members of the Disciplinary Board, including at least one member who is not an attorney, to hear the above-captioned matter.

1. Russell E. Marsh, Esq., Chair
2. Dana Palmer Oswalt, Esq., Vice Chair

- 1 3. Christopher J. Lalli, Esq., Vice Chair
- 2 4. Annette L. Bradley, Esq.
- 3 5. John E. Bragonje, Esq.
- 4 6. Shemilly A. Briscoe, Esq.
- 5 7. Robert J. Caldwell, Esq.
- 6 8. Jacqueline B. Carman, Esq.
- 7 9. Andrew A. Chiu, Esq.
- 8 10. James P. Chrisman, Esq.
- 9 11. Nell E. Christensen, Esq.
- 10 12. Marc P. Cook, Esq.
- 11 13. Ira W. David, Esq.
- 12 14. Damon Dias, Esq.
- 13 15. Sandra K. DiGiacomo, Esq.
- 14 16. F. Thomas Edwards, Esq.
- 15 17. Matthew S. Fox, Esq.
- 16 18. Alan Freer, Esq.
- 17 19. Adam Garth, Esq.
- 18 20. Kelly Giordani, Esq.
- 19 21. Robert G. Giunta, Esq.
- 20 22. Angela Guingcangco, Esq.
- 21 23. Parish D. Heshmati, Esq.
- 22 24. Kenneth E. Hogan, Esq.
- 23 25. Jennifer K. Hostetler, Esq.
- 24 26. Franklin J. Katschke, Esq.
- 25 27. James T. Leavitt, Esq.

- 1 28. Michael B. Lee, Esq.
- 2 29. Anat R. Levy, Esq.
- 3 30. Jennifer R. Lloyd, Esq.
- 4 31. Donald Lowrey, Esq.
- 5 32. Dawn M. Lozano, Esq.
- 6 33. Jason R. Maier, Esq.
- 7 34. Farhan Naqvi, Esq.
- 8 35. Michael J. Oh, Esq.
- 9 36. Brian J. Pezzillo, Esq.
- 10 37. Gary A. Pulliam, Esq.
- 11 38. Paul “Luke” Puschnig, Esq.
- 12 39. Michael D. Rawlins, Esq.
- 13 40. Jericho L. Remitio, Esq.
- 14 41. Jarrod L. Rickard, Esq.
- 15 42. Miriam E. Rodriguez, Esq.
- 16 43. Vincent J. Romeo, Esq.
- 17 44. Daniel F. Royal, Esq.
- 18 45. Africa A. Sanchez, Esq.
- 19 46. Jen J. Sarafina, Esq.
- 20 47. Jay A. Shafer, Esq.
- 21 48. Thomas R. Sheets, Esq.
- 22 49. Jeffrey G. Sloane, Esq.
- 23 50. Sarah E. Smith, Esq.
- 24 51. James R. Sweetin, Esq.
- 25 52. Stephen L. Titzer Esq.

- 1 53. Jacob J. Villani, Esq.
- 2 54. Marni Watkins, Esq.
- 3 55. Joseph Went, Esq.
- 4 56. Reed J. Werner, Esq.
- 5 57. Natalie Ann Allred, Laymember
- 6 58. Afeni Banks, Laymember
- 7 59. Brian Catlett, Laymember
- 8 60. Kathy Dalvey, Laymember
- 9 61. Alexander Falconi, Laymember
- 10 62. Brittany Falconi, Laymember
- 11 63. Joelyne Gold, Laymember
- 12 64. Elizabeth A. Hanson, Laymember
- 13 65. Jack S. Hegeduis, Laymember
- 14 66. Julia D. Hesmati, Laymember
- 15 67. William M. Holland, Laymember
- 16 68. Nicholas Kho, Laymember
- 17 69. Annette Kingsley, Laymember
- 18 70. Benjamin S. Lurie, Laymember
- 19 71. Jo Kent McBeath, Laymember
- 20 72. Steve Moore, Laymember
- 21 73. Grace Ossowski, Laymember
- 22 74. Peter Ossowski, Laymember
- 23 75. Kellie C. Rubin, Laymember
- 24 76. Vikki L. Seelig, Laymember
- 25

1 77. Danny Lee Snyder, Jr., Laymember

2 78. Harvey Weatherford, Laymember

3
4 DATED this 17th day of June 2021.

5 **STATE BAR OF NEVADA**
6 Daniel M. Hooge, Bar Counsel

7 By:



8 _____
9 R. Kait Flocchini, Assistant Bar Counsel
10 3100 W. Charleston Blvd, Ste. 100
11 Las Vegas, Nevada 89102
12 Phone: (702) 382-2200



FILED

AUG 27 2021

STATE BAR OF NEVADA
BY: 
OFFICE OF BAR COUNSEL

Case Nos.: OBC20-1137, OBC21-0053,
OBC21-0065, OBC21-0142, and
OBC21-0146

**STATE BAR OF NEVADA
SOUTHERN NEVADA DISCIPLINARY BOARD**

STATE BAR OF NEVADA,)
)
Complainant,)
)
vs.)
)
BRADLEY J. BELLISARIO,)
Nevada Bar No. 13452,)
)
Respondent.)
)

**STATE BAR OF NEVADA'S
REQUEST FOR ENTRY OF DEFAULT**

The State Bar of Nevada, by and through Assistant Bar Counsel R. Kait Flocchini, Esq., requests that an Order of Default be entered against Bradley J. Bellisario, Esq. ("Respondent") in the foregoing matter. This request is made and based upon the following Memorandum of Points and Authorities, the exhibits attached hereto, and upon such further evidence and argument as the Chair may request or entertain.

MEMORANDUM OF POINTS AND AUTHORITIES

A. Respondent's SCR 79 Obligation:

Respondent is member of the State Bar of Nevada (Member Number 13452) having been licensed in the State of Nevada since December 15, 2014. Nevada Supreme Court Rule ("SCR") 79(1) requires every member of the State Bar of Nevada to provide the State Bar with a permanent mailing address, permanent telephone number, and a current

1 email address for purposes of State Bar communication with the attorney.

2 The SCR 79 information provided by Respondent and on file with the State Bar as
3 of June 17, 2021 is:

4 a. Mailing Address: 7495 West Azure Drive, Suite 258, Las Vegas, NV 89130
5 (“SCR 79 Address”)

6 b. Phone Number: (702) 936-4800

7 c. Email Address: bradb@bellisariolaw.com (“Email Address”)

8 Respondent has not updated his SCR 79 information since June 17, 2021.

9 **B. Additional Contact Information:**

10 The State Bar of Nevada identified an alternate address for Respondent, to wit,
11 7100 Grand Montecito Parkway, #2054, Las Vegas, NV 89149 (hereinafter referenced as
12 “Alternate Address”).

13 The State Bar of Nevada was also informed that Ross Goodman, Esq., represents
14 Respondent in an unrelated state court matter. Mr. Goodman’s email address is
15 ross@rosscgoodman.com.

16 **C. Service of the Complaint:**

17 The State Bar of Nevada filed a Complaint against Respondent on June 17, 2021.
18 See Exhibit 1. The Complaint charges Respondent with violations of Rules of Professional
19 Conduct (“RPC”) as follows:

20 RPC 1.15 (Safekeeping Property)
21 RPC 1.8(i) (Conflict of Interest: Current Clients: Specific Rules)
22 RPC 1.5 (Fees)
23 RPC 1.4 (Communication)
24 RPC 1.3 (Diligence)
25 RPC 8.1 (Bar Admission and Disciplinary Matters)
RPC 8.4 (Misconduct)

24 Pursuant to SCR 109(1) service of the Complaint must be made by mailing a copy
25 to Respondent’s SCR 79 address via certified mail.

1 The State Bar complied with its service obligations concerning the Complaint, by
2 sending it via certified return receipt United States mail to Respondent's SCR 79 address,
3 pursuant to SCR 109(1). Affidavit of Tiffany Bradley, attached hereto as Exhibit 2. A
4 receipt postcard was returned to the State Bar indicating delivery of the Complaint on
5 June 21, 2021. The certified mail package was then returned to the State Bar reflecting
6 that Respondent was "no longer here." Exhibit 2.

7 In addition to the service required by SCR 109(1), the State Bar also attempted
8 service of the Complaint by first class United States mail and by email to the address
9 Respondent provided to the State Bar. The first-class mail was returned to the State Bar.
10 The email was not returned to the State Bar. The State Bar received a 'read receipt' for
11 the June 17, 2021 email. Exhibit 2.

12 On June 25, 2021, the State Bar also emailed the Complaint to attorney Ross
13 Goodman, whom the State Bar was informed was representing Respondent in a separate
14 state court matter. Exhibit 2. Mr. Goodman has not appeared in this matter, but did ask
15 to be apprised of the pending Complaint. Exhibit 2.

16 Respondent's Response was due on July 7, 2021. No answer or responsive pleading
17 has been filed by Respondent.

18 **D. Service of the Notice of Intent to Enter Default:**

19 In accordance with Disciplinary Rule of Procedure 14(c), the State Bar filed a
20 Notice of Intent to Enter Default ("NIED") against Respondent on July 9, 2021, warning
21 Respondent that, pursuant to SCR 105(2), the failure to file a responsive pleading would
22 result in all charges being deemed admitted. See Exhibit 3.

23 The State Bar complied with its service obligations concerning the NIED by sending it
24 via certified, return-receipt United States mail and by first-class United States mail to
25 Respondent's SCR 79 address, pursuant to SCR 109(1). Exhibit 2. Included with the

1 NIED was an additional copy of the Complaint filed in this matter. Exhibit 2.

2 In addition to the service required by SCR 109(1), the State Bar also attempted
3 service of the NIED by certified and first-class United States mail to the Alternate Address
4 and by email to Respondent's Email Address. Exhibit 2. The State Bar also emailed the
5 NIED to Mr. Goodman. Exhibit 2.

6 Pursuant to the NIED, Respondent's Response was due on July 29, 2021. No Answer
7 or responsive pleading has been filed by Respondent.

8 CONCLUSION

9 Despite the State Bar having gone to lengths beyond those required by Nevada
10 Supreme Court Rules, Respondent has failed to file an Answer or otherwise enter an
11 appearance in this action. Therefore, pursuant to SCR 105(2) and DRP 14(c), the State
12 Bar respectfully requests:

- 13 (i) entry of Default against Respondent;
14 (ii) a finding that the charges of the Complaint are deemed admitted; and
15 (iii) the scheduling of a Formal Hearing for the sole purpose of determining the
16 appropriate disciplinary sanction.

17 A proposed DEFAULT Order is attached for the Panel Chair's consideration.
18 Exhibit 4.

19 DATED this 26th day of August, 2021.

20 STATE BAR OF NEVADA
21 Daniel M. Hooge, Bar Counsel

22 By: 
23 R. Kait Flocchini
24 Assistant Bar Counsel
25 3100 W. Charleston Boulevard, Suite 100
Las Vegas, Nevada 89102
(702) 382-2200

1
2
3 **CERTIFICATE OF SERVICE**

4 The undersigned hereby certifies a true and correct copy of the **REQUEST FOR ENTRY**
5 **OF DEFAULT & ORDER** were deposited in the United States Mail at Las Vegas, Nevada, postage
6 fully pre-paid thereon for first class-regular mail and certified mail, return receipt requested,
7 addressed to:

8 Bradley J. Bellisario
9 7495 West Azure Drive, Suite 258
10 Las Vegas, NV 89130-4416
11 **Certified Mail: 7018 3090 0000 3915 4233**
12 SCR 79 Address

13 And alternate address:

14 Bradley J. Bellisario
15 7100 Grand Montecito Pkwy, Unit 2054
16 Las Vegas, NV 89149-0270
17 **Certified Mail: 7021 0350 0000 7810 3460**
18 Alternate Address

19 and via email to:

- 20 1. Bradley J. Bellisario (SCR 79 Email): bradb@bellisariolaw.com
21 bellisar@cox.net
22 2. Ross Goodman, Esq.: ross@rosscgoodman.com

23 Dated this 27th day of August, 2021.

24 By: _____



25 Tiffany Bradley, an employee of
the State Bar of Nevada.

Default Exhibit 1

Default Exhibit 1

7. In response to the State Bar's subpoena, WFB provided records for the following accounts:

Account #	Account Name	Date Opened	Date Closed	Signers
x8817	Bellisario Law LLC NV IOLTA Account	9/21/15		Bradley J. Bellisario
x1416 linked to x8866	Bellisario Law, LLC Market Rate Savings Acct	9/21/15		Bradley J. Bellisario
x8866 Linked to x1416	Bellisario Law, LLC Business Checking (Op Acct)	9/21/15		Bradley J. Bellisario
x7891	Bellisario Law PC Op Acct	4/8/20		Bradley J. Bellisario
x7867	Bellisario Law PC NV IOLTA	4/8/20		Bradley J. Bellisario
x2348	Bradley J. Bellisario Platinum Savings Account	3/25/20		Bradley J. Bellisario
x7327	Brayden Bellisario (minor) Way2Save Account	5/2/15		*Bradley J. Bellisario *Emily Cardona
x3573	Bradley J. Bellisario	3/25/20		Bradley J. Bellisario
x9522	Bradley & Emily Bellisario	8/8/11		*Bradley J. Bellisario *Emily Cardona

///

Payment of Kabbage Personal Loan

8. On August 2, 2019, a deposit of a personal loan from Kabbage in the amount of \$25,000 was made into WFB Bellisario Law LLC Operating Account x8866.

9. The Kabbage loan was re-paid from WFB Op Acct x8866 as follows:

Date	Payee	Amount	Notes
9/3/19	Kabbage	\$1,796.72	
10/2/19	Kabbage	\$1,796.72	
11/1/19	Kabbage	\$1,796.72	
12/2/19	Kabbage	\$1,796.72	
1/2/20	Kabbage	\$1,796.72	
2/3/20	Kabbage	\$1,796.72	
3/3/20	Kabbage	\$1,796.72	
4/1/20	Kabbage	\$1,796.72	
5/4/20	Kabbage	\$1,796.72	Caused overdraft of \$35.90. An overdraft fee of \$35 was assessed on 5/5/20
6/1/20	Kabbage	\$1,796.72	
7/2/20	Kabbage	\$1,796.72	
8/3/20	Kabbage	\$1,796.72	
9/1/20	Kabbage	\$1,796.72	

10. Multiple automated payments for the Kabbage loan from Operating Account x8866 were returned during month of October 2020.

11. A returned payment for the Kabbage loan also occurred in Respondent's Client Trust Account x8817, which is what prompted the overdraft notification to the State Bar.

12. A partial payment to Kabbage cleared in Respondent's Client Trust Account x8817 on October 23, 2020. The other half of the monthly payment, paid from the Operating Account x8866, was returned.

13. In November 2020, Respondent issued a stop payment for two attempts by Kabbage to remove additional funds from his Client Trust Account. One occurred on November 4, 2020 in the amount of \$898.36 and the other was on November 17, 2020, in the amount of \$748.36.

14. Kabbage attempted to draw payments from Operating Account x8866 twice in November 2020 and twice in December 2020- all four attempts resulted in a return of funds and the assessment of a \$35 fee by the bank.

15. Respondent's Operating Account x8866 had an overdrawn balance of \$168.61 from December 31, 2020 through March 2021.

Misappropriation and Commingling in Respondent's Client Trust Account

16. Respondent withdrew funds totaling \$64,200 from Client Trust Account x8817 that were deposited into his personal bank accounts. Those withdrawals had no relationship to disbursement of Respondent's earned fees. The withdrawals are as follows:

- \$1,000 on June 28, 2019;
- \$5,500 on July 15, 2019;
- \$16,000 on July 15, 2019;
- \$3,000 on September 4, 2019;
- \$5,000 on October 8, 2019;
- \$5,000 on October 8, 2019;
- \$5,000 on October 8, 2019;
- \$500 on October 16, 2019;

- i. \$4,500 on November 1, 2019;
- j. \$500 on December 26, 2019;
- k. \$400 on January 8, 2020;
- l. \$350 on January 9, 2020;
- m. \$400 on January 10, 2020;
- n. \$1,000 on February 24, 2020;
- o. \$4,000 on June 22, 2020;
- p. \$300 on November 10, 2020;
- q. \$1,500 on December 18, 2020;
- r. \$7,500 on December 21, 2020; and
- s. \$2,700 on December 31, 2020.

17. Respondent deposited personal funds totaling \$11,050 into Client Trust Account x8817 as follows:

- a. \$10,000 on October 15, 2019; and
- b. \$1,500 on July 1, 2020.

18. Respondent paid the following personal expenses from his Client Trust Account x8817:

- a. \$65 on March 19, 2019 to the Nevada CLE Board; and
- b. \$583 on May 20, 2019 to Accurate Garage Door Springs.

19. Respondent made the following Zelle transfers of funds in his Client Trust Account to persons that were not clients or identified lienholders:

- a. \$100 on December 23, 2019 to Holm Paulina;
- b. \$500 on July 29, 2020 to Dianne Christine;
- c. \$500 on August 7, 2020 to Buddy Jules;

- 1 d. \$500 on September 14, 2020 to A. Natalie;
2 e. \$1,500 on September 24, 2020 to A. Natalie;
3 f. \$500 on September 28, 2020 to Lincoln Erin;
4 g. \$500 on September 29, 2020 to Lincoln Erin; and
5 h. \$1,500 on October 23, 2020 to A. Natalie.

6 20. On or about February 25, 2019, Respondent paid client Gustavo Iniguez \$5,000
7 from his Client Trust Account when Respondent was not holding any funds for Mr. Iniguez in
8 the account. This payment was identified as an 'advance' on Mr. Iniguez's anticipated
9 settlement of a personal injury claim.

10 Personal Loans Secured with Particular Contingency Fees

11 21. On December 12, 2018, Bellisario borrowed \$5,000 from Injury Solutions at 0%
12 interest rate. Injury Solutions's check #1034 referenced "Personal Injury loan: T.S. DOI
13 8/8/2018" in the memo section.

14 22. Respondent executed a promissory note for the Injury Solutions loan. The loan
15 was secured on Respondent's contingency fee of the American Family Claim No. 1-00-797705.
16 The repayment was "due on receipt of the settlement resulting from the motor vehicle
17 occurring on August 8, 2018."

18 23. On March 8, 2019, Respondent deposited \$58,488.08 into his Client Trust
19 Account. The deposits referenced American Family Claim No. 01-000-797705.

20 24. On March 13, 2019, Respondent repaid the Injury Solution's loan using Client
21 Trust Account x8817 check number 1259 in the amount of \$5,000.

22 25. On July 2, 2020, Respondent borrowed \$4,500 from Injury Solutions at 0%
23 interest rate. Injury solutions provided check #1288 to Respondent.

1 26. Respondent did not deposit these funds into any of his Wells Fargo Bank
2 accounts.

3 27. Respondent executed a promissory note for this second Injury Solutions loan.
4 The loan was “secured by the Personal Injury Settlement resulting from Claim No.’s 28-07H4-
5 55C (Frank Arambula) and 050054623 0101 055 (Christine Heath).” The repayment was “due
6 on receipt of the settlement resulting from the motor vehicle accidents, claim NO. 28-07H4-
7 55C (Frank Arambula) and 050054623 0101 055 (Christine Heath).”

8 28. On July 20, 2020, Respondent deposited \$100,000 into the Client Trust Account
9 x8817 for the Heath settlement with GEICO insurance.

10 29. On July 24, 2020, Respondent repaid the Injury Solutions loan using Client Trust
11 Account x8817 check number 1380 in the amount of \$4,500.

12 OBC210-0053 (Client: Christine Heath)

13 30. On September 5, 2019, Christine Heath was in a car accident.

14 31. She initially retained attorney Lloyd Baker to represent her in her personal injury
15 claim.

16 32. Heath was not satisfied with Baker’s representation and was referred to
17 Respondent.

18 33. Heath then retained Respondent.

19 34. On December 2, 2019, Preferred Capital Funding gave Heath a loan for \$4,000
20 against her settlement. Respondent signed the Attorney Acknowledgment that acknowledged
21 the funding and assignment against the settlement proceeds.

22 35. In January 2020, Heath’s case with State Farm settled for policy limits of
23 \$25,000.

1 36. On January 24, 2020, Respondent deposited the \$23,575 settlement check from
2 State Farm into his Client Trust Account x8817.¹

3 37. On January 30, 2020, Respondent partially paid Injury Solutions's lien on
4 Heath's proceed in the amount of \$7,858.33.

5 38. On February 2, 2020, Respondent transferred \$7,885 from his Client Trust
6 Account x8817 to his Operating Account x8866 as his contingency fee from Heath's settlement
7 proceeds.

8 39. On April 20, 2020, Respondent paid Dr. Bernard Ong \$550 with check #1363.

9 40. On April 21, 2020, Heath's remaining balance in the Client Trust Account was
10 \$7,281.67.

11 41. On July 19, 2020, the balance in Respondent's Client Trust Account x8817 was
12 \$30.02, far less than the \$7,281.67 that should have been maintained in the Trust Account just
13 for Heath.

14 42. In July 2020, Heath settled with GEICO for policy limits of \$100,000.

15 43. On July 20, 2020, Respondent deposited the \$100,000 settlement check from
16 GEICO into his Client Trust Account x8817.

17 44. On July 21, 2020, Respondent transferred (i) \$4,250 to his Operating Account
18 x8866 and (ii) \$30,000 to his Operating Account x7891. The transfers totaled \$34,250.

19 45. According to Heath's distribution sheet, dated July 22, 2020, Respondent's fees
20 and costs totaled \$40,019.04.

21 46. Respondent withdrew \$2,115.96 more from Heath's settlement funds than what
22 was owed to him in Heath's case for his fees/costs.

23
24 ¹ State Farm paid the Baker Law Firm lien directly from the settlement.
25

1 47. On July 22, 2020, Bellisario gave Heath check #1374 in the amount of \$33,319.04
2 representing her share of the settlement proceeds.

3 48. Respondent should have been holding more than \$72,000 on behalf of Heath,
4 but the ending daily balance of his Client Trust Account on July 22, 2020, was only \$32,460.98.

5 49. On July 23, 2020, Respondent deposited settlement proceeds on behalf of three
6 other clients into his Client Trust Account.

7 50. Also on July 23, 2020, Bellisario gave Injury Solutions check #1379 in the
8 amount of \$31,560.71 representing the balance owed toward Heath's lien.

9 51. On July 24, 2020, Respondent repaid the \$4,500 loan from Injury Solutions, that
10 was to be paid from his fees earned in that case.

11 52. Respondent provided Heath with a Distribution Sheet showing that he had paid,
12 or would pay, other lienholders on her behalf.

13 53. Respondent failed to pay the following liens, listed on Heath's Distribution Sheet,
14 from Client Trust Account x8817:

15 Las Vegas Radiology \$ 2,050.00

16 Dr. Barnard Ong \$ 500.00

17 Medicaid \$ 348.88

18 Multus Medical \$ 1,200.00

19 Preferred Capital Funding \$ 6,100.00

20 **TOTAL \$10,317.88**

21 54. By September 30, 2020, Respondent's Client Trust Account balance was
22 \$234.67.

23 55. On October 30, 2020, Preferred Capital emailed Respondent requesting a status
24 of Heath's case. Respondent failed to respond.

1 56. Preferred Capital sent additional emails on October 18; November 3; November
2 12; November 19; and December 1, 2020. Respondent failed to respond to those emails as well.

3 57. On December 14, 2020, Preferred Capital left a voicemail for Respondent and
4 sent an email to Heath asking for an update.

5 58. On December 15, 2020, Heath called Preferred Capital advising that the case
6 settled and providing them with Respondent's disbursement sheet showing Preferred Capital
7 was paid \$6,100.

8 59. On December 15, 2020, Preferred Capital sent Respondent a letter via email and
9 regular mail reminding him of his duties under RPC 1.15 and advising Bellisario they had not
10 received the \$6,100.

11 60. Thereafter, Respondent failed to communicate with Preferred Capital or Heath.

12 61. Respondent's Client Trust Account balance on February 26, 2021 was \$96.05,
13 which is far less than he owes to Heath's lienholders.

14 62. Respondent has not paid the \$6,100 due to Preferred Capital.

15 OBC21-0065 (Clients: Aguilar Family)

16 63. On June 1, 2019, the Aguilar family was in a car accident. Minervo Felipe was the
17 driver. His brother, Adulfo, and his father, Minervo, were also in the vehicle.

18 64. On June 3, 2019, the Aguilars retained Respondent to pursue their personal
19 injury claims.

20 65. Respondent was also representing Adulfo for a personal injury that occurred on
21 April 3, 2019.

22 66. On December 26, 2019, Respondent gave Adulfo an advance of \$3,000 using
23 check #1339 from his Client Trust Account x 8817 prior to receiving any settlement funds on
24 his behalf.

67. In July 2020, the Aguilers' case settled with Mercury Insurance.

68. Minervo Felipe and Adulfo were not advised of the exact total settlement and what each person received. They were only told that settlement would be pro-rated.

69. Respondent took them to a notary who notarized their signatures on the release.

70. Minervo Felipe and Adulfo did not understand the terms of the settlement.

71. On July 23, 2020, Bellisario deposited the settlement checks from Mercury Insurance into his Client Trust Account x8817 as follows:

Adolfo Aguilar	\$13,000.00
----------------	-------------

Minervo Aguilar-Sosa	\$22,500.00
----------------------	-------------

Minervo Felipe Aguilar-Solis	\$30,000.00
------------------------------	-------------

Total	\$65,500.00
--------------	--------------------

72. On July 28, 2020, Respondent transferred \$17,000 to Operating account x7891 and \$5,000 to Operating Account x8866. This amount is approximately 33% of the total settlement the Aguilar received.

73. On July 29, 2020, Respondent issued Adulfo check #1383 in the amount of \$4,000. The memo section states "PI Advance."

74. Adulfo believes the \$4,000 to be his portion of the settlement funds, not an advance. However, Adulfo did not receive a distribution sheet.

75. Respondent's bank records do not indicate Respondent paid any liens on behalf of Adulfo.

76. On July 30, 2020, Bellisario issued Minervo a check #1382 in the amount of \$7,348.58.

77. Minervo did not receive a distribution sheet.

1 88. ON October 23, 2020, Minvero Felipe received check #1401 for \$3,000 from
2 Respondent's client trust account x8817. This is the last and only payment Minervo Felipe
3 received from Respondent.

4 89. On November 9, 2020, Minervo texted Respondent advising that he received a
5 collection letter regarding the UMC bill.

6 90. Minervo continued to text Respondent in November asking for a status.

7 91. Respondent does not respond to Minvero's requests until December 3, 2020,
8 when he texted that he is at the dentist and he will call later.

9 92. Minervo advised Respondent that a second collection arrived. Respondent
10 stated that he would call the collection agency the following day.

11 93. On December 12, 2020, Minervo texted Respondent again advising he received a
12 third collection notice regarding the UMC bill.

13 94. Minvero sent additional texts in December and January 2021.

14 95. Respondent did not respond to Minervo's inquiries or address the outstanding
15 lien.

16 96. In late January 2021, Adulfo was contacted by attorney Michael Kristoff who
17 stated Respondent closed his office and gave him all the files to review.

18 97. Adulfo signed a new retainer agreement with Kristoff for his first accident.

19 98. Respondent did not provide Kristoff with any information or funds related to the
20 Aguilar's settled personal injury claims.

21 OBC21-0142 (Client: Andrew DeJong)

22 99. On November 19, 2018, Andrew DeJong was involved in a car accident.

23 100. DeJong retained Respondent to represent him in his personal injury claim. He
24 agreed to pay Respondent a contingency fee of 25%.

1 101. On April 14, 2020, DeJong signed a release with Bristol West Insurance company
2 for policy limits settlement of \$25,000.

3 102. On April 23, 2020, Respondent deposited the \$25,000 settlement check into his
4 Client Trust Account x8817.

5 103. On April 27, 2020, Respondent deposited a \$2,000 GEICO medical payments
6 coverage check payable to Bellisario Law LLC and Andrew De Jong into his Client Trust
7 Account x8817.

8 104. No distributions relating to DeJong were made from Client Trust Account x8817
9 in May or June, 2020.

10 105. On June 30, 2020, Respondent's Client Trust Account x8817 balance was
11 \$22,979.03- approximately \$4,000 less than Respondent should have been holding for
12 DeJong alone.

13 106. In mid-2020, DeJong sent Respondent several texts, emails, voicemails, and
14 Facebook messages that were not returned.

15 107. DeJong's last attempt to communicate with Respondent was on October 8, 2020
16 when he requested to know the status of his settlement with Bristol West and an update on the
17 UIM claim with GEICO Insurance.

18 108. Respondent did not respond to DeJong's requests for information.

19 109. DeJong's UIM claim with GEICO was not settled.

20 110. Respondent's Client Trust Account balance on December 31, 2020, was
21 \$7,163.36 and he had not distributed any funds relating to DeJong.

22 OBC21-0146 (Client: Christian Toscano)

23 111. On or around February 2, 2019, Christian Toscano was hit by a taxi driver in the
24 parking lot of the Venetian Hotel.

1 112. On November 5, 2019, Toscano retained Respondent to represent him in his
2 personal injury claim.

3 113. Respondent advised Toscano that he should seek medical treatment on a lien
4 basis and referred him to a provider for treatment.

5 114. Respondent told Toscano that he would then submit the medical bills to the taxi
6 insurance company to be paid.

7 115. In February 2020, Toscano advised Respondent that he completed treatment.

8 116. On March 4, 2020, Respondent texted Toscano advising he received Toscano's
9 medical records from the Neck and Back clinic but the needed the records from the primary
10 care doctor.

11 117. Toscano received no communication from Respondent between March 2020 and
12 September 2020.

13 118. On September 3, 2020, Toscano texted Respondent but did not receive a
14 response.

15 119. On January 11 and 13, 2021, respectively, Toscano texted Respondent.
16 Respondent failed to respond.

17 120. In late January 2021, Toscano received a call from attorney Michael Kristoff.
18 Kristoff reported that Respondent dropped off his files to review and contact clients to see if
19 they wanted to retain Kristoff.

20 121. Kristoff told Toscano that after reviewing his file, Kristoff discovered the state of
21 limitations was about to expire in a few days and he was not going to be able to assist him.
22 Kristoff gave Toscano his file.

23 122. Toscano has liens that were not paid.

24 ///

1 *Failure to Respond to State Bar Demands for Information*

2 123. On October 19, 2020, the State Bar received the overdraft notice from WFB.

3 124. On October 26, 2020, SBN sent a letter of investigation via regular mail to
4 Respondent's SCR 79 address on 7495 W. Azure Drive, #258 and via email to his SCR email
5 address at bradb@bellisariolaw.com. Respondent's response was due September 15, 2020.

6 125. On November 12, 2020, Respondent contacted the State Bar to obtain an
7 extension, which was granted.

8 126. Respondent failed to submit a response by the extended deadline.

9 127. On January 7, 2021, the State Bar emailed Respondent advising that his had not
10 been received and requesting that Respondent give the matter his immediate attention.

11 128. On February 5, 2020, the State Bar emailed to Respondent's counsel in an
12 unrelated matter in an effort to locate Respondent and determine an active address at which
13 Respondent could be reached. The State Bar was advised that an active mailing address was
14 7100 Grand Montecito Parkway, #2054, Las Vegas NV 89149. Respondent was copied on the
15 attorney's email.

16 129. On February 10, 2021, the State Bar sent another letter to Respondent via (i)
17 certified mail to his SCR 79 address of 7100 Grand Montecito Pkwy, #2054 and (ii) email to
18 bradb@bellisariolaw.com. The letter advised Respondent that should he fail to respond the
19 Disciplinary Board would be asked to consider additional charges of RPC 8.1. His response was
20 due February 26, 2021.

21 130. The email was also sent to the counsel and his assistant. Read receipts were
22 returned for the counsel and assistant. Respondent did not return a read receipt to the email.

23 131. On or about April 8, 2021, Respondent submitted an email to Member Services
24 advising that he no longer wished to renew his law license. That same day, the State Bar
25

1 emailed Bellisario asking him to contact the investigator on the disciplinary matter or ABC
2 Flocchini, with a read receipt for the email.

3 132. Respondent returned the read receipt but did not respond to the email.

4 133. Letters of Investigation have been mailed and emailed to Respondent for all of
5 the other grievances identified herein.

6 134. To date, Respondent has failed to substantively respond to any of the State Bar's
7 requests for information related to the foregoing grievances.

8 **COUNT ONE- RPC 1.15 (Safekeeping Property)**

9 135. RPC 1.15 states

10 (a) A lawyer shall hold funds or other property of clients or third persons that is
11 in a lawyer's possession in connection with a representation separate from the
12 lawyer's own property. All funds received or held for the benefit of clients by a
13 lawyer or firm, including advances for costs and expenses, shall be deposited in
14 one or more identifiable bank accounts designated as a trust account maintained
15 in the state where the lawyer's office is situated, or elsewhere with the consent of
16 the client or third person. Other property in which clients or third persons hold
17 an interest shall be identified as such and appropriately safeguarded. Complete
18 records of such account funds and other property shall be kept by the lawyer and
19 shall be preserved for a period of seven years after termination of the
20 representation.

21 (b) A lawyer may deposit the lawyer's own funds in a client trust account for
22 the sole purpose of paying bank service charges on that account, but only in an
23 amount necessary for that purpose.

24 (c) A lawyer shall deposit into a client trust account legal fees and expenses
25 that have been paid in advance, to be withdrawn by the lawyer only as fees are
earned or expenses incurred.

(d) Upon receiving funds or other property in which a client or third person
has an interest, a lawyer shall promptly notify the client or third person. Except
as stated in this Rule or otherwise permitted by law or by agreement with the
client, a lawyer shall promptly deliver to the client or third person any funds or
other property that the client or third person is entitled to receive and, upon
request by the client or third person, shall promptly render a full accounting
regarding such property.

(e) When in the course of representation a lawyer is in possession of funds
or other property in which two or more persons (one of whom may be the lawyer)

claim interests, the property shall be kept separate by the lawyer until the dispute is resolved. The lawyer shall promptly distribute all portions of the funds or other property as to which the interests are not in dispute.

136. Respondent failed to hold client and third-party funds safe in his Client Trust Account, including but not limited to the funds related to Heath, the Aguilar family, and DeJong.

137. Respondent failed to safekeep client funds in his Client Trust Account when he gave two clients an 'advance' on their anticipated settlement proceeds.

138. Respondent failed to notify his clients, including but not limited to Heath, the Aguilar family, and DeJong, and their related third-party lienholders, when he received funds in which they have an interest.

139. Respondent failed to promptly and/or properly distribute funds to his clients, including but not limited to Heath, the Aguilar family, and DeJong, and their related third-party lienholders.

140. In light of the foregoing, including without limitation paragraphs 2 through 134, Respondent has violated RPC 1.15 (Safekeeping Property).

COUNT TWO- RPC 1.8 (Conflicts of Interest: Current Clients: Specific Rules)

141. RPC 1.8(i) states:

(i) A lawyer shall not acquire a proprietary interest in the cause of action or subject matter of litigation the lawyer is conducting for a client, except that the lawyer may:

(1) Acquire a lien authorized by law to secure the lawyer's fee or expenses; and

(2) Contract with a client for a reasonable contingent fee in a civil case.

142. Respondent acquired a proprietary interest in Heath's cause of action, other than a contingency fee, when he secured a loan from Injury Solutions with the anticipated recovery

1 in Heath's personal injury matter.

2 143. Respondent acquired a proprietary interest in another client's cause of action,
3 other than a contingency fee, when he secured a separate loan from Injury Solutions with the
4 anticipated recovery in that client's personal injury matter.

5 144. In light of the foregoing, including without limitation paragraphs 2 through 134,
6 Respondent has violated RPC 1.8 (Conflict of Interest: Current Clients: Specific Rules).

7 **COUNT THREE- RPC 1.5 (Fees)**

8 145. RPC 1.5 states, in relevant part:

9 (c) A fee may be contingent on the outcome of the matter for which the service
10 is rendered, except in a matter in which a contingent fee is prohibited by
11 paragraph (d) or other law. A contingent fee agreement shall be in writing,
signed by the client, and shall state, in boldface type that is at least as large as
the largest type used in the contingent fee agreement:

12 (1) The method by which the fee is to be determined, including the
13 percentage or percentages that shall accrue to the lawyer in the event of
settlement, trial or appeal;

14 (2) Whether litigation and other expenses are to be deducted from the
15 recovery, and whether such expenses are to be deducted before or after the
contingent fee is calculated;

16 (3) Whether the client is liable for expenses regardless of outcome;

17 (4) That, in the event of a loss, the client may be liable for the opposing
18 party's attorney fees, and will be liable for the opposing party's costs as required
by law; and

19 (5) That a suit brought solely to harass or to coerce a settlement may
20 result in liability for malicious prosecution or abuse of process.

21 Upon conclusion of a contingent fee matter, the lawyer shall provide the client
22 with a written statement stating the outcome of the matter and, if there is a
recovery, showing the remittance to the client and the method of its
determination.

1 146. Respondent failed to provide the Aguilar family with written statements stating
2 the outcome of their respective matters and showing the remittance to each client and the
3 method of its determination.

4 147. In light of the foregoing, including without limitation paragraphs 2 through 134,
5 Respondent has violated RPC 1.5 (Fees).

6 **COUNT FOUR- RPC 1.4 (Communication)**

7 148. RPC 1.4 states:

8 (a) A lawyer shall:

9 (1) Promptly inform the client of any decision or circumstance with
10 respect to which the client's informed consent is required by these Rules;

11 (2) Reasonably consult with the client about the means by which the
client's objectives are to be accomplished;

12 (3) Keep the client reasonably informed about the status of the matter;

13 (4) Promptly comply with reasonable requests for information; and

14 (5) Consult with the client about any relevant limitation on the lawyer's
15 conduct when the lawyer knows that the client expects assistance not permitted
by the Rules of Professional Conduct or other law.

16 (b) A lawyer shall explain a matter to the extent reasonably necessary to
17 permit the client to make informed decisions regarding the representation.

18 149. Respondent failed to reasonably communicate with Heath regarding the status
19 of her personal injury matter and the distribution of her settlement funds, including without
20 limitation failing to respond to reasonable requests for information.

21 150. Respondent failed to reasonably communicate with the Aguilar family regarding
22 the status of their respective personal injury matter and the distribution of their respective
23 settlement funds, including without limitation failing to respond to reasonable requests for
24 information.

1 151. Respondent failed to reasonably communicate with DeJong regarding the status
2 of his personal injury matter and the distribution of his settlement funds, including without
3 limitation failing to respond to reasonable requests for information.

4 152. Respondent failed to reasonably communicate with Toscano regarding the status
5 of her personal injury matter, including without limitation failing to respond to reasonable
6 requests for information.

7 153. In light of the foregoing, including without limitation paragraphs 2 through 134,
8 Respondent has violated RPC 1.4 (Communication).

9 **COUNT FIVE- RPC 1.3 (Diligence)**

10 154. RPC 1.3 requires a lawyer to “act with reasonable diligence and promptness in
11 representing a client.”

12 155. Respondent failed to diligently and promptly attend to the distribution of
13 Heath’s settlement funds.

14 156. Respondent failed to diligently and promptly attend to the distribution of the
15 Aguilar’s respective settlement funds.

16 157. Respondent failed to diligently and promptly represent DeJong in pursuing his
17 personal injury claims.

18 158. Respondent failed to diligently and promptly attend to the distribution of
19 DeJong’s settlement funds.

20 159. Respondent failed to diligently and promptly represent Toscano in pursuing his
21 personal injury claims.

22 160. In light of the foregoing, including without limitation paragraphs 2 through 134,
23 Respondent has violated RPC 1.3 (Diligence).

24 ///

1 **COUNT SIX- RPC 8.1 (Bar Admission and Disciplinary Matters)**

2 161. RPC 8.1 states:

3 An applicant for admission to the bar, or a lawyer in connection with a bar
4 admission application or in connection with a disciplinary matter, shall not:

5 (a) Knowingly make a false statement of material fact; or

6 (b) Fail to disclose a fact necessary to correct a misapprehension known by
7 the person to have arisen in the matter, or knowingly fail to respond to a lawful
8 demand for information from an admissions or disciplinary authority, except
9 that this Rule does not require disclosure of information otherwise protected by
10 Rule 1.6.

9 162. Respondent received the State Bar's correspondence requesting information
10 related to the foregoing grievances.

11 163. Respondent has failed to respond to any of the ten requests for information from
12 the State Bar.

13 164. In light of the foregoing, including without limitation paragraphs 2 through 134,
14 Respondent has violated RPC 8.1 (Bar Admission and Disciplinary Matters).

15 **COUNTY SEVEN- RPC 8.4 (Misconduct)**

16 165. RPC 8.4 states, in relevant part, "[i]t is professional misconduct for a lawyer to .
17 . . (c) Engage in conduct that involves misrepresentation, dishonesty, fraud, or deceit [and] (d)
18 Engage in conduct that is prejudicial to the administration of justice."

19 166. Respondent converted and/or misappropriated funds that belonged to his
20 clients, including without limitation, Heath, the Aguilar family, and DeJong.

21 167. Respondent misled Heath into believing that he was addressing her lienholder
22 debts using her settlement funds.

23 168. Respondent misled the Aguilars into believing that he was addressing potential
24 lienholder debts.

1 169. Respondent's failure to adequately prosecute DeJong and Toscano's claims has
2 prejudiced the administration of justice.

3 170. In light of the foregoing, including without limitation paragraphs 2 through 134,
4 Respondent has violated RPC 8.4 (Misconduct).

5
6 WHEREFORE, Complainant prays as follows:

7 1. That a hearing be held pursuant to Nevada Supreme Court Rule 105;

8 2. That Respondent be assessed the costs of the disciplinary proceeding pursuant
9 to SCR 120; and

10 3. That pursuant to SCR 102, such disciplinary action be taken by the Southern
11 Nevada Disciplinary Board against Respondent as may be deemed appropriate under the
12 circumstances.

13 Dated this 17th day of June, 2021.

14 STATE BAR OF NEVADA
15 DANIEL M. HOOGE, Bar Counsel

16 

17 By: _____

18 R. Kait Flocchini, Assistant Bar Counsel
19 Nevada Bar No. 9861
20 9456 Double R Boulevard
21 Reno, Nevada 89521
22 (775) 329-4100

Default Exhibit 2

Default Exhibit 2

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NOW COMES Tiffany Bradley, under penalty of perjury pursuant to the law of the State of Nevada, being first duly sworn, declares and says as follows:

2. That I examined the original file regarding Bradley J. Bellisario;

4. That the institution is licensed to do business as the State Bar of Nevada in the state of Nevada;

6. That on the 17th day of June 2021, the State Bar of Nevada sent via electronic mail a copy of the Complaint, First Designation of Hearing Panel Members, and State Bar of Nevada's Peremptory Challenges filed for Case Nos. OBC20-1137, OBC21-0053, OBC21-0065, OBC21-0142 and OBC21-0146 to Bradley J. Bellisario's email address bradb@bellisarioslaw.com.

1

1 7. That on the 17th day of June, 2021 at 6:32 p.m., the State Bar of Nevada received a read-
2 receipt for the email sent to Mr. Bellisario's email address.

3 8. That on the 24th day of June 2021, Mr. Bellisario confirmed receipt of a separate email,
4 with unrelated documents attached, at his email address of bradb@bellisariolaw.com.

5 9. That on the 25th day of June, 2021, pursuant to his request, the State Bar of Nevada sent a
6 copy of the Complaint via email to Ross Goodman, Esq., who is representing Mr. Bellisario in other
7 matters.

8 10. That on the 9th day of July 2021, the State Bar of Nevada sent via certified and standard
9 U.S. mail a copy of the Complaint, First Designation of Hearing Panel Members, State Bar of Nevada's
10 Peremptory Challenges and Notice of Intent to Proceed on a Default Basis filed for Case Nos. OBC20-
11 1137, OBC21-0053, OBC21-0065, OBC21-0142 and OBC21-0146 to Bradley J. Bellisario's SCR 79
12 address of 7495 West Azure Drive, Suite 258, Las Vegas, NV 89130. The certified mail receipt no.:
13 7019 2970 0001 3885 5115, was left with an individual at 10:10 a.m. on July 14, 2021. The certified mail
14 was returned to the State Bar and the standard mail was also returned to the State Bar.

15 11. That on the 9th day of July 2021, the State Bar of Nevada sent via certified and standard
16 U.S. mail a copy of the Complaint, First Designation of Hearing Panel Members, State Bar of Nevada's
17 Peremptory Challenges and Notice of Intent to Proceed on a Default Basis filed for Case Nos. OBC20-
18 1137, OBC21-0053, OBC21-0065, OBC21-0142 and OBC21-0146 to Bradley J. Bellisario's address of
19 7100 Grand Montecito Parkway, #2054, Las Vegas, NV 89149. The certified mail receipt no.: 7019
20 2970 0001 3885 5122, notice was left at the address on July 14, 2021. On July 30, 2021, the certified
21 mail was unclaimed and returned to the State Bar and the standard mail was also returned.


22 12. That on the 9th day of July 2021, the State Bar of Nevada sent via electronic mail a copy of
23 the Complaint, First Designation of Hearing Panel Members, State Bar of Nevada's Peremptory
24 Challenges and Notice of Intent to Proceed on a Default Basis filed for Case Nos. OBC20-1137, OBC21-
25 0053, OBC21-0065, OBC21-0142 and OBC21-0146 to Bradley J. Bellisario's email address

1 bradb@bellisarioslaw.com and to attorney Ross Goodman, Esq., email address ross@rosscgoodman.com.

2 13. That, to date, the State Bar of Nevada has not received a response to the Complaint filed
3 for Case Nos. OBC20-1137, OBC21-0053, OBC21-0065, OBC21-0142 and OBC21-0146.

4 I declare under penalty of perjury that the foregoing is true and correct.

5 DATED this 26th day of August, 2021.

6 
7 By: _____
8 Tiffany Bradley, an employee of the
9 State Bar of Nevada
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Default Exhibit 3

Default Exhibit 3

Case Nos: OBC20-1137, OBC21-0053,
OBC21-0065, OBC21-0142,
and OBC21-0146



STATE BAR OF NEVADA
SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA,)
)
Complainant,)
vs.)
)
BRADLEY J. BELLISARIO, ESQ.,)
Nevada Bar No. 13452,)
)
Respondent.)
_____)

NOTICE OF INTENT TO PROCEED
ON DEFAULT BASIS

PLEASE TAKE NOTICE THAT unless the State Bar receives a responsive pleading in the above-captioned matter by July 29, 2021, it will proceed on a default basis and ***the charges against you shall be deemed admitted.*** Supreme Court Rule 105 (2) states in relevant part:

A copy of the complaint shall be served on the attorney and it shall direct that a verified response or answer be served on bar counsel within 20 days of service . In the event the attorney fails to plead, **the charges shall be deemed admitted**; provided, however, that an attorney who fails to respond within the time provided may thereafter obtain permission of the appropriate disciplinary board chair to do so, if failure to file is attributable to mistake, inadvertence, surprise, or excusable neglect. (Emphasis added.)

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1 Additional copies of the Complaint previously served upon you, and the First
2 Designation of Hearing Panel Members, accompanies this Notice.

3 DATED this 9th day of July 2021.

4
5 **STATE BAR OF NEVADA**
6 **DANIEL M. HOOGE, BAR COUNSEL**

7 

8

R. Kait Flocchini, Assistant Bar Counsel
9 Nevada Bar No. 9861
10 3100 W. Charleston Blvd., Ste. 100
11 Las Vegas, Nevada 89102
12 (702) 382-2200
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CERTIFICATE OF SERVICE

The undersigned hereby certifies a true and correct copy of the Notice of Intent to Proceed on a Default Basis, Complaint, and First Designation of Panel Members were deposited in the United States Mail at Las Vegas, Nevada, postage fully pre-paid thereon for first class-regular mail and certified mail, return receipt requested, addressed to:

Bradley J. Bellisario, Esq.
7495 West Azure Drive, Suite 258
Las Vegas, NV 89130
Certified Mail: 7019 2970 0001 3885 5115
SCR 79 Address

And alternate address:

Bradley J. Bellisario, Esq.
7100 Grand Montecito Pkwy #2054,
Las Vegas, NV 89149
Certified Mail: 7019 2970 0001 3885 5122

Alternate Address

and via email to:

1. Bradley J. Bellisario, Esq. (SCR 79 Email): bradb@bellisariolaw.com
2. Ross Goodman, Esq.: ross@rosscgoodman.com

Dated this 9th day of July 2021.

Sonia Del Rio

Sonia Del Rio, an employee of
the State Bar of Nevada.



FILED

JUN 17 2021

STATE BAR OF NEVADA

BY

OFFICE OF BAR COUNSEL

Case No: OBC20-1137, OBC21-0053,
OBC21-0065, OBC21-0142,
and OBC21-0146

STATE BAR OF NEVADA

SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA,)
)
Complainant,)
vs.)
)
BRADLEY J. BELLISARIO, ESQ.,)
BAR NO. 13452)
)
Respondent.)

COMPLAINT

TO: Bradley J. Bellisario, Esq.
7495 West Azure Drive, Suite 258
Las Vegas, Nevada 89130
bradb@bellisariolaw.com

PLEASE TAKE NOTICE that pursuant to Supreme Court Rule ("SCR") 105(2) a
VERIFIED RESPONSE OR ANSWER to this Complaint must be filed with the Office of Bar
Counsel, State Bar of Nevada, 3100 W. Charleston Blvd, Suite 100, Las Vegas, Nevada 89102,
within twenty (20) days of service of this Complaint. Procedure regarding service is addressed
in SCR 109.

1 Complainant, State Bar of Nevada ("State Bar"), by and through its Assistant Bar
2 Counsel, R. Kait Flocchini, is informed and believes as follows:

3 1. Attorney Bradley J. Bellisario, Esq. ("Respondent"), Bar No. 13452, is currently
4 an active member of the State Bar of Nevada and at all times pertinent to this complaint had
5 his principal place of business for the practice of law located in Clark County, Nevada.

6 2. On October 21, 2020, the State Bar received an overdraft notice from Wells
7 Fargo Bank ("WFB") advising that the trust account x8817 for Bellisario Law, LLC was
8 overdrawn by \$1,662.05.

9 3. The cause of the reported overdraft was a loan payment to Kabbage in the amount
10 of \$1,796.72. The payment was returned, and a \$35 fee was charged.

11 4. The State Bar sent multiple letters requesting an accounting for Client Trust
12 Account x8817 to Respondent requesting an explanation of the overdraft with supporting
13 documentation.

14 5. Respondent failed to respond to any of the State Bar's requests for information.

15 6. The State Bar subpoenaed bank records from WFB for Respondent's accounts for
16 the time-period of January 2019 to March 2021.

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7. In response to the State Bar's subpoena, WFB provided records for the following accounts:

Account #	Account Name	Date Opened	Date Closed	Signers
x8817	Bellisario Law LLC NV IOLTA Account	9/21/15		Bradley J. Bellisario
x1416 linked to x8866	Bellisario Law, LLC Market Rate Savings Acct	9/21/15		Bradley J. Bellisario
x8866 Linked to x1416	Bellisario Law, LLC Business Checking (Op Acct)	9/21/15		Bradley J. Bellisario
x7891	Bellisario Law PC Op Acct	4/8/20		Bradley J. Bellisario
x7867	Bellisario Law PC NV IOLTA	4/8/20		Bradley J. Bellisario
x2348	Bradley J. Bellisario Platinum Savings Account	3/25/20		Bradley J. Bellisario
x7327	Brayden Bellisario (minor) Way2Save Account	5/2/15		*Bradley J. Bellisario *Emily Cardona
x3573	Bradley J. Bellisario	3/25/20		Bradley J. Bellisario
x9522	Bradley & Emily Bellisario	8/8/11		*Bradley J. Bellisario *Emily Cardona

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Payment of Kabbage Personal Loan

8. On August 2, 2019, a deposit of a personal loan from Kabbage in the amount of \$25,000 was made into WFB Bellisario Law LLC Operating Account x8866.

9. The Kabbage loan was re-paid from WFB Op Acct x8866 as follows:

Date	Payee	Amount	Notes
9/3/19	Kabbage	\$1,796.72	
10/2/19	Kabbage	\$1,796.72	
11/1/19	Kabbage	\$1,796.72	
12/2/19	Kabbage	\$1,796.72	
1/2/20	Kabbage	\$1,796.72	
2/3/20	Kabbage	\$1,796.72	
3/3/20	Kabbage	\$1,796.72	
4/1/20	Kabbage	\$1,796.72	
5/4/20	Kabbage	\$1,796.72	Caused overdraft of \$35.90. An overdraft fee of \$35 was assessed on 5/5/20
6/1/20	Kabbage	\$1,796.72	
7/2/20	Kabbage	\$1,796.72	
8/3/20	Kabbage	\$1,796.72	
9/1/20	Kabbage	\$1,796.72	

10. Multiple automated payments for the Kabbage loan from Operating Account x8866 were returned during month of October 2020.

11. A returned payment for the Kabbage loan also occurred in Respondent's Client Trust Account x8817, which is what prompted the overdraft notification to the State Bar.

12. A partial payment to Kabbage cleared in Respondent's Client Trust Account x8817 on October 23, 2020. The other half of the monthly payment, paid from the Operating Account x8866, was returned.

13. In November 2020, Respondent issued a stop payment for two attempts by Kabbage to remove additional funds from his Client Trust Account. One occurred on November 4, 2020 in the amount of \$898.36 and the other was on November 17, 2020, in the amount of \$748.36.

14. Kabbage attempted to draw payments from Operating Account x8866 twice in November 2020 and twice in December 2020- all four attempts resulted in a return of funds and the assessment of a \$35 fee by the bank.

15. Respondent's Operating Account x8866 had an overdrawn balance of \$168.61 from December 31, 2020 through March 2021.

Misappropriation and Commingling in Respondent's Client Trust Account

16. Respondent withdrew funds totaling \$64,200 from Client Trust Account x8817 that were deposited into his personal bank accounts. Those withdrawals had no relationship to disbursement of Respondent's earned fees. The withdrawals are as follows:

- a. \$1,000 on June 28, 2019;
- b. \$5,500 on July 15, 2019;
- c. \$16,000 on July 15, 2019;
- d. \$3,000 on September 4, 2019;
- e. \$5,000 on October 8, 2019;
- f. \$5,000 on October 8, 2019;
- g. \$5,000 on October 8, 2019;
- h. \$500 on October 16, 2019;

- i. \$4,500 on November 1, 2019;
- j. \$500 on December 26, 2019;
- k. \$400 on January 8, 2020;
- l. \$350 on January 9, 2020;
- m. \$400 on January 10, 2020;
- n. \$1,000 on February 24, 2020;
- o. \$4,000 on June 22, 2020;
- p. \$300 on November 10, 2020;
- q. \$1,500 on December 18, 2020;
- r. \$7,500 on December 21, 2020; and
- s. \$2,700 on December 31, 2020.

17. Respondent deposited personal funds totaling \$11,050 into Client Trust Account x8817 as follows:

- a. \$10,000 on October 15, 2019; and
- b. \$1,500 on July 1, 2020.

18. Respondent paid the following personal expenses from his Client Trust Account x8817:

- a. \$65 on March 19, 2019 to the Nevada CLE Board; and
- b. \$583 on May 20, 2019 to Accurate Garage Door Springs.

19. Respondent made the following Zelle transfers of funds in his Client Trust Account to persons that were not clients or identified lienholders:

- a. \$100 on December 23, 2019 to Holm Paulina;
- b. \$500 on July 29, 2020 to Dianne Christine;
- c. \$500 on August 7, 2020 to Buddy Jules;

- d. \$500 on September 14, 2020 to A. Natalie;
- e. \$1,500 on September 24, 2020 to A. Natalie;
- f. \$500 on September 28, 2020 to Lincoln Erin;
- g. \$500 on September 29, 2020 to Lincoln Erin; and
- h. \$1,500 on October 23, 2020 to A. Natalie.

20. On or about February 25, 2019, Respondent paid client Gustavo Iniguez \$5,000 from his Client Trust Account when Respondent was not holding any funds for Mr. Iniguez in the account. This payment was identified as an 'advance' on Mr. Iniguez's anticipated settlement of a personal injury claim.

Personal Loans Secured with Particular Contingency Fees

21. On December 12, 2018, Bellisario borrowed \$5,000 from Injury Solutions at 0% interest rate. Injury Solutions's check #1034 referenced "Personal Injury loan: T.S. DOI 8/8/2018" in the memo section.

22. Respondent executed a promissory note for the Injury Solutions loan. The loan was secured on Respondent's contingency fee of the American Family Claim No. 1-00-797705. The repayment was "due on receipt of the settlement resulting from the motor vehicle occurring on August 8, 2018."

23. On March 8, 2019, Respondent deposited \$58,488.08 into his Client Trust Account. The deposits referenced American Family Claim No. 01-000-797705.

24. On March 13, 2019, Respondent repaid the Injury Solution's loan using Client Trust Account x8817 check number 1259 in the amount of \$5,000.

25. On July 2, 2020, Respondent borrowed \$4,500 from Injury Solutions at 0% interest rate. Injury solutions provided check #1288 to Respondent.

1 26. Respondent did not deposit these funds into any of his Wells Fargo Bank
2 accounts.

3 27. Respondent executed a promissory note for this second Injury Solutions loan.
4 The loan was “secured by the Personal Injury Settlement resulting from Claim No.’s 28-07H4-
5 55C (Frank Arambula) and 050054623 0101 055 (Christine Heath).” The repayment was “due
6 on receipt of the settlement resulting from the motor vehicle accidents, claim NO. 28-07H4-
7 55C (Frank Arambula) and 050054623 0101 055 (Christine Heath).”

8 28. On July 20, 2020, Respondent deposited \$100,000 into the Client Trust Account
9 x8817 for the Heath settlement with GEICO insurance.

10 29. On July 24, 2020, Respondent repaid the Injury Solutions loan using Client Trust
11 Account x8817 check number 1380 in the amount of \$4,500.

12 OBC210-0053 (Client: Christine Heath)

13 30. On September 5, 2019, Christine Heath was in a car accident.

14 31. She initially retained attorney Lloyd Baker to represent her in her personal injury
15 claim.

16 32. Heath was not satisfied with Baker’s representation and was referred to
17 Respondent.

18 33. Heath then retained Respondent.

19 34. On December 2, 2019, Preferred Capital Funding gave Heath a loan for \$4,000
20 against her settlement. Respondent signed the Attorney Acknowledgment that acknowledged
21 the funding and assignment against the settlement proceeds.

22 35. In January 2020, Heath’s case with State Farm settled for policy limits of
23 \$25,000.

36. On January 24, 2020, Respondent deposited the \$23,575 settlement check from State Farm into his Client Trust Account x8817.¹

37. On January 30, 2020, Respondent partially paid Injury Solutions's lien on Heath's proceed in the amount of \$7,858.33.

38. On February 2, 2020, Respondent transferred \$7,885 from his Client Trust Account x8817 to his Operating Account x8866 as his contingency fee from Heath's settlement proceeds.

39. On April 20, 2020, Respondent paid Dr. Bernard Ong \$550 with check #1363.

40. On April 21, 2020, Heath's remaining balance in the Client Trust Account was \$7,281.67.

41. On July 19, 2020, the balance in Respondent's Client Trust Account x8817 was \$30.02, far less than the \$7,281.67 that should have been maintained in the Trust Account just for Heath.

42. In July 2020, Heath settled with GEICO for policy limits of \$100,000.

43. On July 20, 2020, Respondent deposited the \$100,000 settlement check from GEICO into his Client Trust Account x8817.

44. On July 21, 2020, Respondent transferred (i) \$4,250 to his Operating Account x8866 and (ii) \$30,000 to his Operating Account x7891. The transfers totaled \$34,250.

45. According to Heath's distribution sheet, dated July 22, 2020, Respondent's fees and costs totaled \$40,019.04.

46. Respondent withdrew \$2,115.96 more from Heath's settlement funds than what was owed to him in Heath's case for his fees/costs.

¹ State Farm paid the Baker Law Firm lien directly from the settlement.

47. On July 22, 2020, Bellisario gave Heath check #1374 in the amount of \$33,319.04 representing her share of the settlement proceeds.

48. Respondent should have been holding more than \$72,000 on behalf of Heath, but the ending daily balance of his Client Trust Account on July 22, 2020, was only \$32,460.98.

49. On July 23, 2020, Respondent deposited settlement proceeds on behalf of three other clients into his Client Trust Account.

50. Also on July 23, 2020, Bellisario gave Injury Solutions check #1379 in the amount of \$31,560.71 representing the balance owed toward Heath's lien.

51. On July 24, 2020, Respondent repaid the \$4,500 loan from Injury Solutions, that was to be paid from his fees earned in that case.

52. Respondent provided Heath with a Distribution Sheet showing that he had paid, or would pay, other lienholders on her behalf.

53. Respondent failed to pay the following liens, listed on Heath's Distribution Sheet, from Client Trust Account x8817:

Las Vegas Radiology	\$ 2,050.00
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Dr. Barnard Ong	\$ 500.00
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Medicaid	\$ 348.88
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Multus Medical	\$ 1,200.00
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Preferred Capital Funding	\$ 6,100.00
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TOTAL	\$10,317.88
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54. By September 30, 2020, Respondent's Client Trust Account balance was \$234.67.

55. On October 30, 2020, Preferred Capital emailed Respondent requesting a status of Heath's case. Respondent failed to respond.

1 56. Preferred Capital sent additional emails on October 18; November 3; November
2 12; November 19; and December 1, 2020. Respondent failed to respond to those emails as well.

3 57. On December 14, 2020, Preferred Capital left a voicemail for Respondent and
4 sent an email to Heath asking for an update.

5 58. On December 15, 2020, Heath called Preferred Capital advising that the case
6 settled and providing them with Respondent's disbursement sheet showing Preferred Capital
7 was paid \$6,100.

8 59. On December 15, 2020, Preferred Capital sent Respondent a letter via email and
9 regular mail reminding him of his duties under RPC 1.15 and advising Bellisario they had not
10 received the \$6,100.

11 60. Thereafter, Respondent failed to communicate with Preferred Capital or Heath.

12 61. Respondent's Client Trust Account balance on February 26, 2021 was \$96.05,
13 which is far less than he owes to Heath's lienholders.

14 62. Respondent has not paid the \$6,100 due to Preferred Capital.

15 OBC21-0065 (Clients: Aguilar Family)

16 63. On June 1, 2019, the Aguilar family was in a car accident. Minervo Felipe was the
17 driver. His brother, Adulfo, and his father, Minervo, were also in the vehicle.

18 64. On June 3, 2019, the Aguilars retained Respondent to pursue their personal
19 injury claims.

20 65. Respondent was also representing Adulfo for a personal injury that occurred on
21 April 3, 2019.

22 66. On December 26, 2019, Respondent gave Adulfo an advance of \$3,000 using
23 check #1339 from his Client Trust Account x 8817 prior to receiving any settlement funds on
24 his behalf.

67. In July 2020, the Aguilar's case settled with Mercury Insurance.

68. Minervo Felipe and Adolfo were not advised of the exact total settlement and what each person received. They were only told that settlement would be pro-rated.

69. Respondent took them to a notary who notarized their signatures on the release.

70. Minervo Felipe and Adolfo did not understand the terms of the settlement.

71. On July 23, 2020, Bellisario deposited the settlement checks from Mercury Insurance into his Client Trust Account x8817 as follows:

Adolfo Aguilar	\$13,000.00
Minervo Aguilar-Sosa	\$22,500.00
Minervo Felipe Aguilar-Solis	\$30,000.00
Total	\$65,500.00

72. On July 28, 2020, Respondent transferred \$17,000 to Operating account x7891 and \$5,000 to Operating Account x8866. This amount is approximately 33% of the total settlement the Aguilar's received.

73. On July 29, 2020, Respondent issued Adolfo check #1383 in the amount of \$4,000. The memo section states "PI Advance."

74. Adolfo believes the \$4,000 to be his portion of the settlement funds, not an advance. However, Adolfo did not receive a distribution sheet.

75. Respondent's bank records do not indicate Respondent paid any liens on behalf of Adolfo.

76. On July 30, 2020, Bellisario issued Minervo a check #1382 in the amount of \$7,348.58.

77. Minervo did not receive a distribution sheet.

78. Respondent's bank records do not indicate Respondent paid any liens on behalf of Minvero.

79. Respondent did not make a distribution to Minervo Felipe at this time.

80. Respondent's bank records do not indicate Respondent paid any liens on behalf of Minvero Felipe.

81. On July 31, 2020, Respondent should have still been holding the following, on behalf of the Aguilar:

Adolfo Aguilar	\$ 1,710.00
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Minervo Aguilar-Sosa	\$ 7,348.58
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Minervo Felipe Aguilar-Solis	\$19,944.45
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Total	\$29,003.03
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82. The balance of Respondent's Client Trust Account x8817 on July 31, 2020 was \$2,547.94.

83. In August 2020, Minervo Felipe texted Respondent requesting a status on the lien negotiation.

84. Respondent tells Minvero Felipe that he may have to take the provider to court over a \$13,000 lien. Respondent does not tell Minervo Felipe that he no longer has the funds in trust.

85. On September 30, 2020, Respondent's Client Trust Account balance was \$234.67.

86. In October 2020, Minervo Felipe texted Respondent multiple times asking for the status of the lien reduction.

87. Respondent tells Minvero Felipe that the reduction request is still pending. Respondent offers to give Minervo Felipe \$3,000.

1 88. ON October 23, 2020, Minvero Felipe received check #1401 for \$3,000 from
2 Respondent's client trust account x8817. This is the last and only payment Minervo Felipe
3 received from Respondent.

4 89. On November 9, 2020, Minervo texted Respondent advising that he received a
5 collection letter regarding the UMC bill.

6 90. Minervo continued to text Respondent in November asking for a status.

7 91. Respondent does not respond to Minvero's requests until December 3, 2020,
8 when he texted that he is at the dentist and he will call later.

9 92. Minervo advised Respondent that a second collection arrived. Respondent
10 stated that he would call the collection agency the following day.

11 93. On December 12, 2020, Minervo texted Respondent again advising he received a
12 third collection notice regarding the UMC bill.

13 94. Minvero sent additional texts in December and January 2021.

14 95. Respondent did not respond to Minervo's inquiries or address the outstanding
15 lien.

16 96. In late January 2021, Adulfo was contacted by attorney Michael Kristoff who
17 stated Respondent closed his office and gave him all the files to review.

18 97. Adulfo signed a new retainer agreement with Kristoff for his first accident.

19 98. Respondent did not provide Kristoff with any information or funds related to the
20 Aguilar's settled personal injury claims.

21 OBC21-0142 (Client: Andrew DeJong)

22 99. On November 19, 2018, Andrew DeJong was involved in a car accident.

23 100. DeJong retained Respondent to represent him in his personal injury claim. He
24 agreed to pay Respondent a contingency fee of 25%.

1 101. On April 14, 2020, DeJong signed a release with Bristol West Insurance company
2 for policy limits settlement of \$25,000.

3 102. On April 23, 2020, Respondent deposited the \$25,000 settlement check into his
4 Client Trust Account x8817.

5 103. On April 27, 2020, Respondent deposited a \$2,000 GEICO medical payments
6 coverage check payable to Bellisario Law LLC and Andrew De Jong into his Client Trust
7 Account x8817.

8 104. No distributions relating to DeJong were made from Client Trust Account x8817
9 in May or June, 2020.

10 105. On June 30, 2020, Respondent's Client Trust Account x8817 balance was
11 \$22,979.03- approximately \$4,000 less than Respondent should have been holding for
12 DeJong alone.

13 106. In mid-2020, DeJong sent Respondent several texts, emails, voicemails, and
14 Facebook messages that were not returned.

15 107. DeJong's last attempt to communicate with Respondent was on October 8, 2020
16 when he requested to know the status of his settlement with Bristol West and an update on the
17 UIM claim with GEICO Insurance.

18 108. Respondent did not respond to DeJong's requests for information.

19 109. DeJong's UIM claim with GEICO was not settled.

20 110. Respondent's Client Trust Account balance on December 31, 2020, was
21 \$7,163.36 and he had not distributed any funds relating to DeJong.

22 OBC21-0146 (Client: Christian Toscano)

23 111. On or around February 2, 2019, Christian Toscano was hit by a taxi driver in the
24 parking lot of the Venetian Hotel.

1 112. On November 5, 2019, Toscano retained Respondent to represent him in his
2 personal injury claim.

3 113. Respondent advised Toscano that he should seek medical treatment on a lien
4 basis and referred him to a provider for treatment.

5 114. Respondent told Toscano that he would then submit the medical bills to the taxi
6 insurance company to be paid.

7 115. In February 2020, Toscano advised Respondent that he completed treatment.

8 116. On March 4, 2020, Respondent texted Toscano advising he received Toscano's
9 medical records from the Neck and Back clinic but he needed the records from the primary
10 care doctor.

11 117. Toscano received no communication from Respondent between March 2020 and
12 September 2020.

13 118. On September 3, 2020, Toscano texted Respondent but did not receive a
14 response.

15 119. On January 11 and 13, 2021, respectively, Toscano texted Respondent.
16 Respondent failed to respond.

17 120. In late January 2021, Toscano received a call from attorney Michael Kristoff.
18 Kristoff reported that Respondent dropped off his files to review and contact clients to see if
19 they wanted to retain Kristoff.

20 121. Kristoff told Toscano that after reviewing his file, Kristoff discovered the state of
21 limitations was about to expire in a few days and he was not going to be able to assist him.
22 Kristoff gave Toscano his file.

23 122. Toscano has liens that were not paid.

24 ///

1 Failure to Respond to State Bar Demands for Information

2 123. On October 19, 2020, the State Bar received the overdraft notice from WFB.

3 124. On October 26, 2020, SBN sent a letter of investigation via regular mail to
4 Respondent's SCR 79 address on 7495 W. Azure Drive, #258 and via email to his SCR email
5 address at bradb@bellisariolaw.com. Respondent's response was due September 15, 2020.

6 125. On November 12, 2020, Respondent contacted the State Bar to obtain an
7 extension, which was granted.

8 126. Respondent failed to submit a response by the extended deadline.

9 127. On January 7, 2021, the State Bar emailed Respondent advising that his had not
10 been received and requesting that Respondent give the matter his immediate attention.

11 128. On February 5, 2020, the State Bar emailed to Respondent's counsel in an
12 unrelated matter in an effort to locate Respondent and determine an active address at which
13 Respondent could be reached. The State Bar was advised that an active mailing address was
14 7100 Grand Montecito Parkway, #2054, Las Vegas NV 89149. Respondent was copied on the
15 attorney's email.

16 129. On February 10, 2021, the State Bar sent another letter to Respondent via (i)
17 certified mail to his SCR 79 address of 7100 Grand Montecito Pkwy, #2054 and (ii) email to
18 bradb@bellisariolaw.com. The letter advised Respondent that should he fail to respond the
19 Disciplinary Board would be asked to consider additional charges of RPC 8.1. His response was
20 due February 26, 2021.

21 130. The email was also sent to the counsel and his assistant. Read receipts were
22 returned for the counsel and assistant. Respondent did not return a read receipt to the email.

23 131. On or about April 8, 2021, Respondent submitted an email to Member Services
24 advising that he no longer wished to renew his law license. That same day, the State Bar
25

1 emailed Bellisario asking him to contact the investigator on the disciplinary matter or ABC
2 Flocchini, with a read receipt for the email.

3 132. Respondent returned the read receipt but did not respond to the email.

4 133. Letters of Investigation have been mailed and emailed to Respondent for all of
5 the other grievances identified herein.

6 134. To date, Respondent has failed to substantively respond to any of the State Bar's
7 requests for information related to the foregoing grievances.

8 **COUNT ONE- RPC 1.15 (Safekeeping Property)**

9 135. RPC 1.15 states

10 (a) A lawyer shall hold funds or other property of clients or third persons that is
11 in a lawyer's possession in connection with a representation separate from the
12 lawyer's own property. All funds received or held for the benefit of clients by a
13 lawyer or firm, including advances for costs and expenses, shall be deposited in
14 one or more identifiable bank accounts designated as a trust account maintained
15 in the state where the lawyer's office is situated, or elsewhere with the consent of
the client or third person. Other property in which clients or third persons hold
an interest shall be identified as such and appropriately safeguarded. Complete
records of such account funds and other property shall be kept by the lawyer and
shall be preserved for a period of seven years after termination of the
representation.

16 (b) A lawyer may deposit the lawyer's own funds in a client trust account for
17 the sole purpose of paying bank service charges on that account, but only in an
amount necessary for that purpose.

18 (c) A lawyer shall deposit into a client trust account legal fees and expenses
19 that have been paid in advance, to be withdrawn by the lawyer only as fees are
earned or expenses incurred.

20 (d) Upon receiving funds or other property in which a client or third person
21 has an interest, a lawyer shall promptly notify the client or third person. Except
22 as stated in this Rule or otherwise permitted by law or by agreement with the
23 client, a lawyer shall promptly deliver to the client or third person any funds or
other property that the client or third person is entitled to receive and, upon
request by the client or third person, shall promptly render a full accounting
regarding such property.

24 (e) When in the course of representation a lawyer is in possession of funds
25 or other property in which two or more persons (one of whom may be the lawyer)

claim interests, the property shall be kept separate by the lawyer until the dispute is resolved. The lawyer shall promptly distribute all portions of the funds or other property as to which the interests are not in dispute.

136. Respondent failed to hold client and third-party funds safe in his Client Trust Account, including but not limited to the funds related to Heath, the Aguilar family, and DeJong.

137. Respondent failed to safekeep client funds in his Client Trust Account when he gave two clients an 'advance' on their anticipated settlement proceeds.

138. Respondent failed to notify his clients, including but not limited to Heath, the Aguilar family, and DeJong, and their related third-party lienholders, when he received funds in which they have an interest.

139. Respondent failed to promptly and/or properly distribute funds to his clients, including but not limited to Heath, the Aguilar family, and DeJong, and their related third-party lienholders.

140. In light of the foregoing, including without limitation paragraphs 2 through 134, Respondent has violated RPC 1.15 (Safekeeping Property).

COUNT TWO- RPC 1.8 (Conflicts of Interest: Current Clients: Specific Rules)

141. RPC 1.8(i) states:

(i) A lawyer shall not acquire a proprietary interest in the cause of action or subject matter of litigation the lawyer is conducting for a client, except that the lawyer may:

(1) Acquire a lien authorized by law to secure the lawyer's fee or expenses; and

(2) Contract with a client for a reasonable contingent fee in a civil case.

142. Respondent acquired a proprietary interest in Heath's cause of action, other than a contingency fee, when he secured a loan from Injury Solutions with the anticipated recovery

1 in Heath's personal injury matter.

2 143. Respondent acquired a proprietary interest in another client's cause of action,
3 other than a contingency fee, when he secured a separate loan from Injury Solutions with the
4 anticipated recovery in that client's personal injury matter.

5 144. In light of the foregoing, including without limitation paragraphs 2 through 134,
6 Respondent has violated RPC 1.8 (Conflict of Interest: Current Clients: Specific Rules).

7 **COUNT THREE- RPC 1.5 (Fees)**

8 145. RPC 1.5 states, in relevant part:

9 (c) A fee may be contingent on the outcome of the matter for which the service
10 is rendered, except in a matter in which a contingent fee is prohibited by
11 paragraph (d) or other law. A contingent fee agreement shall be in writing,
signed by the client, and shall state, in boldface type that is at least as large as
the largest type used in the contingent fee agreement:

12 (1) The method by which the fee is to be determined, including the
13 percentage or percentages that shall accrue to the lawyer in the event of
settlement, trial or appeal;

14 (2) Whether litigation and other expenses are to be deducted from the
15 recovery, and whether such expenses are to be deducted before or after the
contingent fee is calculated;

16 (3) Whether the client is liable for expenses regardless of outcome;

17 (4) That, in the event of a loss, the client may be liable for the opposing
18 party's attorney fees, and will be liable for the opposing party's costs as required
by law; and

19 (5) That a suit brought solely to harass or to coerce a settlement may
20 result in liability for malicious prosecution or abuse of process.

21 Upon conclusion of a contingent fee matter, the lawyer shall provide the client
22 with a written statement stating the outcome of the matter and, if there is a
recovery, showing the remittance to the client and the method of its
23 determination.

1 146. Respondent failed to provide the Aguilar family with written statements stating
2 the outcome of their respective matters and showing the remittance to each client and the
3 method of its determination.

4 147. In light of the foregoing, including without limitation paragraphs 2 through 134,
5 Respondent has violated RPC 1.5 (Fees).

6 **COUNT FOUR- RPC 1.4 (Communication)**

7 148. RPC 1.4 states:

8 (a) A lawyer shall:

9 (1) Promptly inform the client of any decision or circumstance with
10 respect to which the client's informed consent is required by these Rules;

11 (2) Reasonably consult with the client about the means by which the
12 client's objectives are to be accomplished;

13 (3) Keep the client reasonably informed about the status of the matter;

14 (4) Promptly comply with reasonable requests for information; and

15 (5) Consult with the client about any relevant limitation on the lawyer's
16 conduct when the lawyer knows that the client expects assistance not permitted
17 by the Rules of Professional Conduct or other law.

18 (b) A lawyer shall explain a matter to the extent reasonably necessary to
19 permit the client to make informed decisions regarding the representation.

20 149. Respondent failed to reasonably communicate with Heath regarding the status
21 of her personal injury matter and the distribution of her settlement funds, including without
22 limitation failing to respond to reasonable requests for information.

23 150. Respondent failed to reasonably communicate with the Aguilar family regarding
24 the status of their respective personal injury matter and the distribution of their respective
25 settlement funds, including without limitation failing to respond to reasonable requests for
information.

1 151. Respondent failed to reasonably communicate with DeJong regarding the status
2 of his personal injury matter and the distribution of his settlement funds, including without
3 limitation failing to respond to reasonable requests for information.

4 152. Respondent failed to reasonably communicate with Toscano regarding the status
5 of her personal injury matter, including without limitation failing to respond to reasonable
6 requests for information.

7 153. In light of the foregoing, including without limitation paragraphs 2 through 134,
8 Respondent has violated RPC 1.4 (Communication).

9 **COUNT FIVE- RPC 1.3 (Diligence)**

10 154. RPC 1.3 requires a lawyer to “act with reasonable diligence and promptness in
11 representing a client.”

12 155. Respondent failed to diligently and promptly attend to the distribution of
13 Heath’s settlement funds.

14 156. Respondent failed to diligently and promptly attend to the distribution of the
15 Aguilar’s respective settlement funds.

16 157. Respondent failed to diligently and promptly represent DeJong in pursuing his
17 personal injury claims.

18 158. Respondent failed to diligently and promptly attend to the distribution of
19 DeJong’s settlement funds.

20 159. Respondent failed to diligently and promptly represent Toscano in pursuing his
21 personal injury claims.

22 160. In light of the foregoing, including without limitation paragraphs 2 through 134,
23 Respondent has violated RPC 1.3 (Diligence).

24 ///

1 **COUNT SIX- RPC 8.1 (Bar Admission and Disciplinary Matters)**

2 161. RPC 8.1 states:

3 An applicant for admission to the bar, or a lawyer in connection with a bar
4 admission application or in connection with a disciplinary matter, shall not:

5 (a) Knowingly make a false statement of material fact; or

6 (b) Fail to disclose a fact necessary to correct a misapprehension known by
7 the person to have arisen in the matter, or knowingly fail to respond to a lawful
8 demand for information from an admissions or disciplinary authority, except
9 that this Rule does not require disclosure of information otherwise protected by
10 Rule 1.6.

11 162. Respondent received the State Bar's correspondence requesting information
12 related to the foregoing grievances.

13 163. Respondent has failed to respond to any of the ten requests for information from
14 the State Bar.

15 164. In light of the foregoing, including without limitation paragraphs 2 through 134,
16 Respondent has violated RPC 8.1 (Bar Admission and Disciplinary Matters).

17 **COUNTY SEVEN- RPC 8.4 (Misconduct)**

18 165. RPC 8.4 states, in relevant part, "[i]t is professional misconduct for a lawyer to .
19 . . (c) Engage in conduct that involves misrepresentation, dishonesty, fraud, or deceit [and] (d)
20 Engage in conduct that is prejudicial to the administration of justice."

21 166. Respondent converted and/or misappropriated funds that belonged to his
22 clients, including without limitation, Heath, the Aguilar family, and DeJong.

23 167. Respondent misled Heath into believing that he was addressing her lienholder
24 debts using her settlement funds.

25 168. Respondent misled the Aguilars into believing that he was addressing potential
lienholder debts.

1 169. Respondent's failure to adequately prosecute DeJong and Toscano's claims has
2 prejudiced the administration of justice.

3 170. In light of the foregoing, including without limitation paragraphs 2 through 134,
4 Respondent has violated RPC 8.4 (Misconduct).

5
6 WHEREFORE, Complainant prays as follows:

7 1. That a hearing be held pursuant to Nevada Supreme Court Rule 105;

8 2. That Respondent be assessed the costs of the disciplinary proceeding pursuant
9 to SCR 120; and

10 3. That pursuant to SCR 102, such disciplinary action be taken by the Southern
11 Nevada Disciplinary Board against Respondent as may be deemed appropriate under the
12 circumstances.

13 Dated this 17th day of June, 2021.

14 STATE BAR OF NEVADA
15 DANIEL M. HOOGE, Bar Counsel

16 

17 By: _____

18 R. Kait Flocchini, Assistant Bar Counsel
19 Nevada Bar No. 9861
20 9456 Double R Boulevard
21 Reno, Nevada 89521
22 (775) 329-4100



FILED

JUN 17 2021

STATE BAR OF NEVADA

BY

OFFICE OF BAR COUNSEL

Case No.: OBC20-1137, OBC21-0053
OBC21-0065, OBC21-0142, and
OBC21-0146

**STATE BAR OF NEVADA
SOUTHERN NEVADA DISCIPLINARY BOARD**

STATE BAR OF NEVADA,)
)
Complainant,)
vs.)
)
BRADLEY J. BELLISARIO, ESQ.,)
NEVADA BAR No. 13452)
)
Respondent.)

**DESIGNATION OF
HEARING PANEL MEMBERS**

TO: Bradley J. Bellisario, Esq.
7495 West Azure Drive, Suite 258
Las Vegas, NV 89130
bradb@bellisariolaw.com

The following are members of the Disciplinary Board for the Southern District of Nevada. Pursuant to Nevada Supreme Court Rule (SCR) 105, you may issue peremptory challenge to five (5) such individuals by delivering the same in writing to the Office of Bar Counsel within twenty (20) days of service of the complaint.

The Chair of the Southern Nevada Disciplinary Board will thereafter designate a hearing panel of three (3) members of the Disciplinary Board, including at least one member who is not an attorney, to hear the above-captioned matter.

1. Russell E. Marsh, Esq., Chair
2. Dana Palmer Oswalt, Esq., Vice Chair

- 1 3. Christopher J. Lalli, Esq., Vice Chair
- 2 4. Annette L. Bradley, Esq.
- 3 5. John E. Bragonje, Esq.
- 4 6. Shemilly A. Briscoe, Esq.
- 5 7. Robert J. Caldwell, Esq.
- 6 8. Jacqueline B. Carman, Esq.
- 7 9. Andrew A. Chiu, Esq.
- 8 10. James P. Chrisman, Esq.
- 9 11. Nell E. Christensen, Esq.
- 10 12. Marc P. Cook, Esq.
- 11 13. Ira W. David, Esq.
- 12 14. Damon Dias, Esq.
- 13 15. Sandra K. DiGiacomo, Esq.
- 14 16. F. Thomas Edwards, Esq.
- 15 17. Matthew S. Fox, Esq.
- 16 18. Alan Freer, Esq.
- 17 19. Adam Garth, Esq.
- 18 20. Kelly Giordani, Esq.
- 19 21. Robert G. Giunta, Esq.
- 20 22. Angela Guingcangco, Esq.
- 21 23. Parish D. Heshmati, Esq.
- 22 24. Kenneth E. Hogan, Esq.
- 23 25. Jennifer K. Hostetler, Esq.
- 24 26. Franklin J. Katschke, Esq.
- 25 27. James T. Leavitt, Esq.

- 1 28. Michael B. Lee, Esq.
- 2 29. Anat R. Levy, Esq.
- 3 30. Jennifer R. Lloyd, Esq.
- 4 31. Donald Lowrey, Esq.
- 5 32. Dawn M. Lozano, Esq.
- 6 33. Jason R. Maier, Esq.
- 7 34. Farhan Naqvi, Esq.
- 8 35. Michael J. Oh, Esq.
- 9 36. Brian J. Pezzillo, Esq.
- 10 37. Gary A. Pulliam, Esq.
- 11 38. Paul “Luke” Puschnig, Esq.
- 12 39. Michael D. Rawlins, Esq.
- 13 40. Jericho L. Remitio, Esq.
- 14 41. Jarrod L. Rickard, Esq.
- 15 42. Miriam E. Rodriguez, Esq.
- 16 43. Vincent J. Romeo, Esq.
- 17 44. Daniel F. Royal, Esq.
- 18 45. Africa A. Sanchez, Esq.
- 19 46. Jen J. Sarafina, Esq.
- 20 47. Jay A. Shafer, Esq.
- 21 48. Thomas R. Sheets, Esq.
- 22 49. Jeffrey G. Sloane, Esq.
- 23 50. Sarah E. Smith, Esq.
- 24 51. James R. Sweetin, Esq.
- 25 52. Stephen L. Titzer Esq.

- 1 53. Jacob J. Villani, Esq.
- 2 54. Marni Watkins, Esq.
- 3 55. Joseph Went, Esq.
- 4 56. Reed J. Werner, Esq.
- 5 57. Natalie Ann Allred, Laymember
- 6 58. Afeni Banks, Laymember
- 7 59. Brian Catlett, Laymember
- 8 60. Kathy Dalvey, Laymember
- 9 61. Alexander Falconi, Laymember
- 10 62. Brittany Falconi, Laymember
- 11 63. Joelyne Gold, Laymember
- 12 64. Elizabeth A. Hanson, Laymember
- 13 65. Jack S. Hegeduis, Laymember
- 14 66. Julia D. Hesmati, Laymember
- 15 67. William M. Holland, Laymember
- 16 68. Nicholas Kho, Laymember
- 17 69. Annette Kingsley, Laymember
- 18 70. Benjamin S. Lurie, Laymember
- 19 71. Jo Kent McBeath, Laymember
- 20 72. Steve Moore, Laymember
- 21 73. Grace Ossowski, Laymember
- 22 74. Peter Ossowski, Laymember
- 23 75. Kellie C. Rubin, Laymember
- 24 76. Vikki L. Seelig, Laymember

25

1 77. Danny Lee Snyder, Jr., Laymember

2 78. Harvey Weatherford, Laymember

3
4 DATED this 17th day of June 2021.

5 **STATE BAR OF NEVADA**
6 Daniel M. Hooge, Bar Counsel

7 By:



8 R. Kait Flocchini, Assistant Bar Counsel
9 3100 W. Charleston Blvd, Ste. 100
10 Las Vegas, Nevada 89102
11 Phone: (702) 382-2200

Default Exhibit 4

Default Exhibit 4

Case Nos.: OBC20-1137, OBC21-0053,
OBC21-0065, OBC21-0142, and
OBC21-0146

**STATE BAR OF NEVADA
SOUTHERN NEVADA DISCIPLINARY BOARD**

STATE BAR OF NEVADA,)
)
Complainant,)
)
vs.)
)
BRADLEY J. BELLISARIO,)
)
Nevada Bar No. 13452,)
)
Respondent.)

DEFAULT and NOTICE OF HEARING

TO: BRADLEY J. BELLISARIO, ESQ.
7495 West Azure Drive, Suite 258
Las Vegas, NV 89130

7100 Grand Monecito Parkway, #2054
Las Vegas, NV 89149

bradb@bellisariolaw.com

Based upon the Request for Entry of Default and supporting Certificate of Custodian of Records, filed in the above-captioned matter on August 26, 2021, the undersigned Hearing Panel Chair hereby makes the following findings of fact and conclusions of law in support of this entry of DEFAULT against attorney Bradley J. Bellisario Esq., Nevada Bar Number 13452. ("Respondent".)

///

//

1 **FINDINGS OF FACT IN SUPPORT OF DEFAULT**

2 A. Respondent's SCR 79 Obligation:

3 1. Respondent is member of the State Bar of Nevada (Bar Number 13452) having
4 been licensed in the State of Nevada since December 15, 2014.

5 2. Nevada Supreme Court Rule ("SCR") 79(1) requires every member of the State
6 Bar of Nevada to provide the State Bar with a permanent mailing address, permanent
7 telephone number, and a current email address for purposes of State Bar communication
8 with the attorney.

9 3. The SCR 79 information provided by Respondent and on file with the State Bar
10 as of June 17, 2021 is:

11 a. Mailing Address: 7495 West Azure Drive, Suite 258, Las Vegas, NV

12 89130 ("SCR 79 Address")

13 b. Phone Number: (702) 936-4800

14 c. Email Address: bradb@bellisariolaw.com ("Email Address")

15 B. Service of the Complaint

16 4. The State Bar of Nevada filed a Complaint on June 17, 2021.

17 5. The State Bar sent the Complaint to Respondent via certified United States
18 mail to Respondent's SCR 79 Address.

19 6. In addition to the service to Respondent's SCR 79 Address the State Bar also
20 attempted service of the Complaint by e-mail to Respondent's Email Address provided to the
21 State Bar.

22 7. Receipt of the email was acknowledged on June 17, 2021.

23 8. Response was due from Respondent on July 7, 2021.

24 9. No answer or responsive pleading has been filed by Respondent.

C. Service of the Notice of Intent to Enter Default

10. The State Bar filed Notice of Intent to Enter Default (“NIED”) against Respondent on July 9, 2021.

11. The State Bar sent the NIED via certified United States mail to Respondent’s SCR 79 Address, pursuant to SCR 109(1).

12. The State Bar also attempted service of the NIED by first-class United States mail to Respondent’s SCR 79 Address, by certified and first-class United States mail to an identified alternate address of 7100 West Montecito Parkway, #2054, Las Vegas, NV 89149 (“Alternate Address”), and by email to the e-mail address Respondent provided to the State Bar.

13. Response was due on July 29, 2021.

14. No Answer or responsive pleading has been filed by Respondent.

CONCLUSIONS OF LAW

1. Rule 109 of the Nevada Supreme Court Rules states that service on a Respondent shall be made as follows

1. Complaint. Service of a complaint under these rules shall be made by personal service by any person authorized in the manner prescribed by [Nevada Rule of Civil Procedure 4\(c\)](#), or by registered or certified mail at the current address shown in the state bar’s records or other last known address.

2. Other papers. Service of other papers or notices required by these rules shall be made in accordance with [Nevada Rule of Civil Procedure 5](#), unless otherwise provided by these rules.

2. The State Bar complied with the service requirements for the Complaint.

3 In accordance with Disciplinary Rule of Procedure 14(c) notice of intent to enter default shall be made as follows:

(c) Failure to file verified response or answer. In the event the respondent fails to plead, Bar counsel shall file a Notice of

1 Intent to Proceed on Default Basis. This Notice of Intent shall be
2 served on the respondent with a date to file a verified answer that
3 is twenty (20) days from the date of filing the notice. A copy of
4 the complaint and First Designation shall also accompany the
notice of intent. If the Respondent fails to respond after the
notice of intent is served, the charges in the complaint shall be
deemed admitted. . . .

5 4. The State Bar complied with the service requirements for the NIED.

6 5. The State Bar went beyond the requirements to notify Respondent of the
7 pending Complaint and his obligation to respond thereto.

8 6. Respondent has failed to respond to the Complaint.

9 **ORDER OF DEFAULT**

10 NOW THEREFORE, Respondent having failed to comply with SCR 105(2) by having
11 failed to respond to (i) the Complaint and (ii) the Notice of Intent to Enter Default that were
12 properly served by the State Bar to Respondent's SCR 79 address(es) of record;

13 DEFAULT IS HEREBY ENTERED against Respondent Bradley J. Bellisario, Esq.

14 IT IS FURTHER ORDERED that in accordance with SCR 105(2), the charges in the
15 Complaint shall be deemed admitted.

16 IT IS FINALLY ORDERED that a Formal Hearing regarding appropriate disciplinary
17 sanction will be held on _____, 2021, at the hour of _____,
18 ____m., via simultaneous audio/visual transmission using the Zoom platform. The meeting
19 ID for the hearing is _____.

20 IT IS SO ORDERED.

21 DATED this _____ day of _____, 2021.

22
23 By: _____
24 _____, ESQ., Hearing Panel Chair
Southern Nevada Disciplinary Panel

Case Nos: OBC20-1137; OBC21-0053; OBC21-0065; OBC21-0142; OBC21-0146



FILED

AUG 31 2021

STATE BAR OF NEVADA

STATE BAR OF NEVADA
BY: 
OFFICE OF BAR COUNSEL

SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA,

Complainant,

vs.

BRADLEY J. BELLISARIO

NV BAR No. 13452

Respondent.

**ORDER APPOINTING
HEARING PANEL CHAIR**

IT IS HEREBY ORDERED that the following member of the Southern Nevada
Disciplinary Board has been designated and as the Hearing Panel Chair.

1. Robert Giunta, Esq., Chair

DATED this 30 day of August, 2021.

STATE BAR OF NEVADA

By: Russell E. Marsh
Russell E. Marsh (Aug 30, 2021 15:53 PDT)
Russell E. Marsh, Esq.
Nevada Bar No. 11198
Chair, Southern Nevada Disciplinary Board

1
2
3 **CERTIFICATE OF SERVICE**

4 The undersigned hereby certifies a true and correct copy of the **ORDER APPOINTING**
5 **HEARING PANEL CHAIR** were deposited in the United States Mail at Las Vegas, Nevada,
6 postage fully pre-paid thereon for first class-regular mail and certified mail, return receipt requested,
7 addressed to:

8 Bradley J. Bellisario
9 7495 West Azure Drive, Suite 258
10 Las Vegas, NV 89130-4416
11 **Certified Mail: 7019 1640 0000 7877 8876**
12 SCR 79 Address


13 And alternate address:

14 Bradley J. Bellisario
15 7100 Grand Montecito Pkwy, Unit 2054
16 Las Vegas, NV 89149-0270
17 **Certified Mail: 7018 3090 0000 3915 4141**
18 Alternate Address

19 and via email to:

- 20 1. Bradley J. Bellisario (SCR 79 Email): bradb@bellisariolaw.com
21 2. Ross Goodman, Esq.: ross@rosscgoodman.com

22 Dated this 1st day of September, 2021.

23
24 By: 
25 Tiffany Bradley, an employee of
the State Bar of Nevada.

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- | | | |
|--|----|-------|
| <input type="checkbox"/> Return Receipt (hardcopy) | \$ | _____ |
| <input type="checkbox"/> Return Receipt (electronic) | \$ | _____ |
| <input type="checkbox"/> Certified Mail Restricted Delivery | \$ | _____ |
| <input type="checkbox"/> Adult Signature Required | \$ | _____ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ | _____ |

MAILED

Postmark

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Total Postage

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Sent To

Street and

City, State,

Bradley J. Bellisario

7100 Grand Montecito Pkwy, Unit 2054

Las Vegas, NV 89149-0270

ROA Page 137

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Extra Services & Fees (check box, add fee as appropriate)

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| <input type="checkbox"/> Return Receipt (electronic) | \$ | _____ |
| <input type="checkbox"/> Certified Mail Restricted Delivery | \$ | _____ |
| <input type="checkbox"/> Adult Signature Required | \$ | _____ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ | _____ |

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Street and Apt. No.

City, State, ZIP+4®

Bradley J. Bellisario

7495 West Azure Drive, Suite 258
Las Vegas, NV 89130-4416

ROA Page 138

7019 1640 0000 7877 8876



FILED

SEP 10 2021

STATE BAR OF NEVADA
BY: *[Signature]*
OFFICE OF BAR COUNSEL

Case Nos.: OBC20-1137, OBC21-0053,
OBC21-0065, OBC21-0142, and
OBC21-0146

STATE BAR OF NEVADA
SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA,)
)
Complainant,)
)
vs.)
)
BRADLEY J. BELLISARIO,)
Nevada Bar No. 13452,)
)
Respondent.)
)

NOTICE OF TELEPHONIC INITIAL
CASE CONFERENCE

PLEASE TAKE NOTICE, the telephonic Initial Case Conference in the above-entitled matter is set for **September 15, 2021, at 9 a.m.** The State Bar conference call number is 1-877-594-8353, participant passcode is 46855068#.

DATED this ^{Sep 8, 2021} day of September, 2021.

STATE BAR OF NEVADA
Daniel M. Hooge, Bar Counsel

By: *Kait Flocchini*

R. Kait Flocchini
Assistant Bar Counsel
3100 W. Charleston Boulevard, Suite 100
Las Vegas, Nevada 89102
(702) 382-2200

1
2
3 **CERTIFICATE OF SERVICE**

4 The undersigned hereby certifies a true and correct copy of the **NOTICE OF INITIAL**
5 **CASE CONFERENCE** were deposited in the United States Mail at Las Vegas, Nevada, postage
6 fully pre-paid thereon for first class-regular mail and certified mail, return receipt requested,
7 addressed to:

8 Bradley J. Bellisario
9 7495 West Azure Drive, Suite 258
10 Las Vegas, NV 89130-4416
11 **Certified Mail: 7019 1640 0000 7877 8845**
12 SCR 79 Address

13 And alternate address:

14 Bradley J. Bellisario
15 7100 Grand Montecito Pkwy, Unit 2054
16 Las Vegas, NV 89149-0270
17 **Certified Mail: 7019 1640 0000 7877 8852**
18 Alternate Address

19 and via email to:

- 20 1. Bradley J. Bellisario (SCR 79 Email): bradb@bellisariolaw.com
21 2. Ross Goodman, Esq.: ross@rossegoodman.com

22 Dated this 10th day of September, 2021.

23
24 By: 

25 Tiffany Bradley, an employee of
the State Bar of Nevada.

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Extra Services & Fees (check box, add fee as appropriate)

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| <input type="checkbox"/> Return Receipt (hardcopy) | \$ | _____ |
| <input type="checkbox"/> Return Receipt (electronic) | \$ | _____ |
| <input type="checkbox"/> Certified Mail Restricted Delivery | \$ | _____ |
| <input type="checkbox"/> Adult Signature Required | \$ | _____ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ | _____ |

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Postage

Bradley J. Bellisario
7100 Grand Boulevard, Unit 2054
Las Vegas, NV 89149-0270

U.S. Postal Service™
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Certified Mail Fee

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Extra Services & Fees (check box, add fee as appropriate)

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| <input type="checkbox"/> Return Receipt (hardcopy) | \$ | |
| <input type="checkbox"/> Return Receipt (electronic) | \$ | |
| <input type="checkbox"/> Certified Mail Restricted Delivery | \$ | |
| <input type="checkbox"/> Adult Signature Required | \$ | |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ | |

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Bradley J. Bellisario

7495 West Azure Drive, Suite 258

Las Vegas, NV 89130-4416

ROA Page 142



FILED

SEP 20 2021

STATE BAR OF NEVADA

BY:

OFFICE OF BAR COUNSEL

Case Nos.: OBC20-1137, OBC21-0053,
OBC21-0065, OBC21-0142, and
OBC21-0146

**STATE BAR OF NEVADA
SOUTHERN NEVADA DISCIPLINARY BOARD**

STATE BAR OF NEVADA,)
)
Complainant,)
)
vs.)
)
BRADLEY J. BELLISARIO,)
)
Nevada Bar No. 13452,)
)
Respondent.)

DEFAULT and NOTICE OF HEARING

TO: BRADLEY J. BELLISARIO, ESQ.
7495 West Azure Drive, Suite 258
Las Vegas, NV 89130

7100 Grand Monecito Parkway, #2054
Las Vegas, NV 89149

bradb@bellisariolaw.com

Based upon the Request for Entry of Default and supporting Certificate of Custodian of Records, filed in the above-captioned matter on August 26, 2021, the undersigned Hearing Panel Chair hereby makes the following findings of fact and conclusions of law in support of this entry of DEFAULT against attorney Bradley J. Bellisario Esq., Nevada Bar Number 13452. ("Respondent".)

///

//

1 **FINDINGS OF FACT IN SUPPORT OF DEFAULT**

2 A. Respondent's SCR 79 Obligation:

3 1. Respondent is member of the State Bar of Nevada (Bar Number 13452) having
4 been licensed in the State of Nevada since December 15, 2014.

5 2. Nevada Supreme Court Rule ("SCR") 79(1) requires every member of the State
6 Bar of Nevada to provide the State Bar with a permanent mailing address, permanent
7 telephone number, and a current email address for purposes of State Bar communication
8 with the attorney.

9 3. The SCR 79 information provided by Respondent and on file with the State Bar
10 as of June 17, 2021 is:

11 a. Mailing Address: 7495 West Azure Drive, Suite 258, Las Vegas, NV

12 89130 ("SCR 79 Address")

13 b. Phone Number: (702) 936-4800

14 c. Email Address: bradb@bellisariolaw.com ("Email Address")

15 B. Service of the Complaint

16 4. The State Bar of Nevada filed a Complaint on June 17, 2021.

17 5. The State Bar sent the Complaint to Respondent via certified United States
18 mail to Respondent's SCR 79 Address.

19 6. In addition to the service to Respondent's SCR 79 Address the State Bar also
20 attempted service of the Complaint by e-mail to Respondent's Email Address provided to the
21 State Bar.

22 7. Receipt of the email was acknowledged on June 17, 2021.

23 8. Response was due from Respondent on July 7, 2021.

24 9. No answer or responsive pleading has been filed by Respondent.

C. Service of the Notice of Intent to Enter Default

10. The State Bar filed Notice of Intent to Enter Default (“NIED”) against Respondent on July 9, 2021.

11. The State Bar sent the NIED via certified United States mail to Respondent’s SCR 79 Address, pursuant to SCR 109(1).

12. The State Bar also attempted service of the NIED by first-class United States mail to Respondent’s SCR 79 Address, by certified and first-class United States mail to an identified alternate address of 7100 West Montecito Parkway, #2054, Las Vegas, NV 89149 (“Alternate Address”), and by email to the e-mail address Respondent provided to the State Bar.

13. Response was due on July 29, 2021.

14. No Answer or responsive pleading has been filed by Respondent.

CONCLUSIONS OF LAW

1. Rule 109 of the Nevada Supreme Court Rules states that service on a Respondent shall be made as follows

1. Complaint. Service of a complaint under these rules shall be made by personal service by any person authorized in the manner prescribed by [Nevada Rule of Civil Procedure 4\(c\)](#), or by registered or certified mail at the current address shown in the state bar’s records or other last known address.

2. Other papers. Service of other papers or notices required by these rules shall be made in accordance with [Nevada Rule of Civil Procedure 5](#), unless otherwise provided by these rules.

2. The State Bar complied with the service requirements for the Complaint.

3 In accordance with Disciplinary Rule of Procedure 14(c) notice of intent to enter default shall be made as follows:

(c) Failure to file verified response or answer. In the event the respondent fails to plead, Bar counsel shall file a Notice of

1 Intent to Proceed on Default Basis. This Notice of Intent shall be
2 served on the respondent with a date to file a verified answer that
3 is twenty (20) days from the date of filing the notice. A copy of
4 the complaint and First Designation shall also accompany the
notice of intent. If the Respondent fails to respond after the
notice of intent is served, the charges in the complaint shall be
deemed admitted. . . .

5 4. The State Bar complied with the service requirements for the NIED.

6 5. The State Bar went beyond the requirements to notify Respondent of the
7 pending Complaint and his obligation to respond thereto.

8 6. Respondent has failed to respond to the Complaint.

9 **ORDER OF DEFAULT**

10 NOW THEREFORE, Respondent having failed to comply with SCR 105(2) by having
11 failed to respond to (i) the Complaint and (ii) the Notice of Intent to Enter Default that were
12 properly served by the State Bar to Respondent's SCR 79 address(es) of record;

13 DEFAULT IS HEREBY ENTERED against Respondent Bradley J. Bellisario, Esq.

14 IT IS FURTHER ORDERED that in accordance with SCR 105(2), the charges in the
15 Complaint shall be deemed admitted.

16 IT IS FINALLY ORDERED that a Formal Hearing regarding appropriate disciplinary
17 sanction will be held on October 27, 2021, at the hour of 1:00, p.m., via simultaneous
18 audio/visual transmission using the Zoom platform. The meeting ID for the hearing is 532
19 368 1289.

20 IT IS SO ORDERED.

21 DATED this 17 day of september, 2021.

22 Robert G. Giunta
23 By: Robert G. Giunta (Sep 17, 2021 09:39 PDT)
24 ROBERT GIUNTA, ESQ., Hearing Panel Chair
25 Southern Nevada Disciplinary Panel

CERTIFICATE OF SERVICE

The undersigned hereby certifies a true and correct copy of the **DEFAULT & NOTICE OF HEARING** were deposited in the United States Mail at Las Vegas, Nevada, postage fully pre-paid thereon for first class-regular mail and certified mail, return receipt requested, addressed to:

Bradley J. Bellisario
7495 West Azure Drive, Suite 258
Las Vegas, NV 89130-4416
Certified Mail: 7019 1640 0000 7877 8913
SCR 79 Address

And alternate address:

Bradley J. Bellisario
7100 Grand Montecito Pkwy, Unit 2054
Las Vegas, NV 89149-0270
Certified Mail: 7019 1640 0000 7877 8920
Alternate Address

and via email to:

1. Bradley J. Bellisario (SCR 79 Email): bradb@bellisariolaw.com
2. Ross Goodman, Esq.: ross@rosscgoodman.com
3. Robert G. Giunta, Esq. (Panel Chair): RGiunta@ag.nv.gov
4. Kait Flocchini, Esq. (Assistant Bar Counsel): kaitf@nvbar.org

Dated this 20th day of September, 2021.

By: _____



Tiffany Bradley, an employee of
the State Bar of Nevada.



FILED

SEP 20 2021

STATE BAR OF NEVADA
BY: 
OFFICE OF BAR COUNSEL

Case Number: OBC20-1137, OBC21-0053,
OBC21-0065, OBC21-0142, and
OBC21-0146

STATE BAR OF NEVADA
SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA,)
)
Complainant,)
vs.)
)
BRADLEY J. BELLISARIO, ESQ.,)
BAR NO. 13452)
)
Respondent.)
_____)

SCHEDULING ORDER

Pursuant to Rule 17 of the Disciplinary Rules of Procedure, the Hearing Chair Robert Guinta, Esq., met telephonically with R. Kait Flocchini, Esq., Assistant Bar Counsel, on behalf of the State Bar of Nevada, on September 15, 2021 at 9:00 a.m. to conduct the initial conference in this matter.

Respondent Bradley J. Bellisario, Esq. ("Respondent") was notified of time and place of the Initial Case Conference via U.S. Mail sent on September 10, 2021 and email sent on September 10, 2021. On September 12, 2021, the State Bar was received a 'read-receipt' of the email sent to Respondent. Respondent did not communicate with the State Bar or Chair Guinta regarding the Initial Case Conference prior to the time set for it. Respondent did not appear at the Initial Case Conference.

Initial disclosures, the Request for Entry of Default, the Prehearing Conference, and the hearing date were discussed during the Initial Conference.

1 During the Initial Conference, the following was decided:

2 1. All documents may be served electronically, unless otherwise required by the
3 Nevada Supreme Court Rules.

4 2. State Bar of Nevada's initial disclosures shall be served on or before
5 September 22, 2021.

6 3. Respondent will provide initial disclosures which shall be served on or before
7 September 30, 2021.

8 4. The parties shall meet with Chair Guinta on October 13, 2021 at 2:30 p.m. via
9 telephonic conference for the Pre-hearing Conference. Pursuant to Rule 23 of the
10 Disciplinary Rules of Procedure, at the Pre-hearing conference (i) the parties shall discuss
11 all matters needing attention prior to the hearing date, (ii) the Chair may rule on any
12 motions or disputes including motions to exclude evidence, witnesses, or other pretrial
13 evidentiary matter, and (iii) the parties shall discuss and determine stipulated exhibits
14 proffered by either bar counsel or respondent as well as stipulated statement of facts, if
15 any. The call-in information for the Prehearing Conference is:

16 Call-in Number: 877-594-8353

17 Participant Code: 10250990#

18 5. The hearing for this matter shall be set for one day, to wit October 27, 2021,
19 starting at 1:00 p.m. and shall take place via simultaneous audio/visual transmission
20 (Zoom). The Zoom log-in information is:

21 Zoom website: <https://nvbar.zoom.us/j/5323681289>

22 Meeting ID: 532 368 1289

23 6. The Findings of Fact, Conclusion of Law, and Recommendation or Order in
24 this matter shall be due November 26, 2021.

1 Based on the foregoing during the telephonic Initial Conference and good cause
2 appearing, IT IS SO ORDERED.

3 Dated this 16 day of September, 2021.

4 SOUTHERN NEVADA DISCIPLINARY BOARD

5 *Robert G. Giunta*

6 Robert G. Giunta (Sep 16, 2021 13:42 PDT)

7 Robert Giunta, Esq.
8 HEARING CHAIR
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CERTIFICATE OF SERVICE

The undersigned hereby certifies a true and correct copy of the **SCHEDULING ORDER** were deposited in the United States Mail at Las Vegas, Nevada, postage fully pre-paid thereon for first class-regular mail and certified mail, return receipt requested, addressed to:

Bradley J. Bellisario
7495 West Azure Drive, Suite 258
Las Vegas, NV 89130-4416
Certified Mail: 7019 1640 0000 7877 8937
SCR 79 Address

And alternate address:

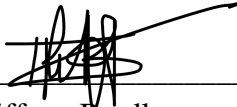
Bradley J. Bellisario
7100 Grand Montecito Pkwy, Unit 2054
Las Vegas, NV 89149-0270
Certified Mail: 7019 1640 0000 7877 8883
Alternate Address

and via email to:

1. Bradley J. Bellisario (SCR 79 Email): bradb@bellisariolaw.com
2. Ross Goodman, Esq.: ross@rosscgoodman.com
3. Robert G. Giunta, Esq. (Panel Chair): RGiunta@ag.nv.gov
4. Kait Flocchini, Esq. (Assistant Bar Counsel): kaitf@nvbar.org

Dated this 20th day of September, 2021.

By: _____


Tiffany Bradley, an employee of
the State Bar of Nevada.



FILED

SEP 22 2021

Case Nos: OBC20-1137; OBC21-0053; OBC21-0065; OBC21-0142;

STATE BAR OF NEVADA
BY: [Signature]
OFFICE OF BAR COUNSELSTATE BAR OF NEVADA
SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA,

Complainant,

vs.

BRADLEY J. BELLISARIO

NV BAR No. 13452

Respondent.

**ORDER APPOINTING
FORMAL HEARING PANEL**

IT IS HEREBY ORDERED that the following members of the Southern Nevada Disciplinary Board have been designated as members of the formal hearing panel in the above-entitled action. The hearing will be convened on the 27th day of October, 2021 starting at 9:00 a.m. via Zoom Video Conferencing.

1. Robert Giunta, Esq., Chair;
2. Sarah Atwood, Esq.
3. Brian Catlett, Laymember

DATED this 20th day of September, 2021

STATE BAR OF NEVADA

By: Russell E. Marsh
Russell E. Marsh (Sep 20, 2021 14:30 PDT)
Russell Marsh, Esq.
Nevada Bar No. 11198
Chair, Southern Nevada Disciplinary Board

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CERTIFICATE OF SERVICE

The undersigned hereby certifies a true and correct copy of the **ORDER APPOINTING FORMAL HEARING PANEL** were deposited in the United States Mail at Las Vegas, Nevada, postage fully pre-paid thereon for first class-regular mail and certified mail, return receipt requested, addressed to:

Bradley J. Bellisario
7100 Grand Montecito Pkwy, Unit 2054
Las Vegas, NV 89149-0270

and via email to:

1. Robert G. Giunta, Esq., (Panel Chair): RGiunta@ag.nv.gov
2. Sarah E. Atwood, Esq., (Panel Member): sarahs@las13.com
3. Brian Catlett (Laymember): bcatlett@fclaw.com
4. Bradley J. Bellisario (SCR 79 Email): bradb@bellisariolaw.com
5. Ross Goodman, Esq.: ross@rosscgoodman.com
6. Kait Flocchini, Esq. (Assistant Bar Counsel): kaitf@nvbar.org

Dated this 22nd day of September, 2021.

By: _____



Tiffany Bradley, an employee of
the State Bar of Nevada.



FILED

SEP 22 2021

STATE BAR OF NEVADA
BY: 
OFFICE OF BAR COUNSEL

STATE BAR OF NEVADA

SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA,)
)
Complainant,)
vs.)
)
BRADLEY J. BELLISARIO,)
Nevada Bar No. 13452,)
Respondent.)
_____)

**STATE BAR OF NEVADA'S INITIAL
DISCLOSURES OF DOCUMENTS AND
WITNESSES**

PLEASE TAKE NOTICE that the following is a list of witnesses and documents which may be offered against Respondent at the time of the formal hearing on the above-entitled complaint.

A. Documents.

The State Bar identifies the following documents:

1. Correspondence related to OBC20-1137.
2. Correspondence related to OBC21-0053.
3. Correspondence related to OBC21-0065.
4. Correspondence related to OBC21-0142.
5. Correspondence related to OBC21-0146.
6. Subpoena duces tecum to, and response from, Injury Solutions.
7. Subpoena duces tecum to, and responses from, Wells Fargo Bank regarding accounts held by Respondent.
8. Summary accountings of Wells Fargo Bank accounts x. 1416, x. 8866, x.8817, x.7891, x.7867, x. 3573, x.2348, x. 7327.
9. Documents related to the Minors Compromise for Kyler Bierstedt.
10. Documents related to the Minors Compromise for Umi Bierstedt.

11. Documents related to the Minors Compromise for Sky Gomez.
12. Documents related to the Minors Compromise for Cristian Gonzalez.
13. Nevada Secretary of State documents.
14. State Bar Membership Department documents.

B. Witnesses

1. Respondent Bradley Bellisario, Esq., may testify about his misappropriation of client funds; commingling of personal funds and client funds; use of contingency fees to secure personal loans; and representation of Christine Heath, Minervo Felipe Aguilar, Minervo Aguilar, Adulfo Aguilar, Andrew DeJong, Christian Toscano.

2. Michael A. Kristof, Esq. may testify regarding his substitution as counsel for many of Respondent's former clients, Respondent's representation of those clients, and whether he received any client funds from Respondent for matters that were pending at the time of substitution.

3. Patrick R. E. Davis may testify regarding his loans to Respondent, which were secured by the contingency fees from clients' personal injury claims, and Respondent's repayment of those loans.

4. Christine Heath may testify regarding Respondent's representation of her, the settlement of her claims, distribution of her settlement funds, and Respondent's failure to pay some of her related liens and communicate with her.

5. Jody Pravecek, Esq. may testify regarding the personal loan made to Christine Heath, secured by the proceeds of her personal injury claim, and Respondent's failure to repay the loan from the settlement funds.

6. Minervo Felipe Aguilar may testify regarding Respondent's representation of him, the settlement of his claims, and Respondent's failure to distribute the settlement funds and communicate with him.

1 7. Minervo Aguilar may testify regarding Respondent's representation of him, the
2 settlement of his claims, distribution of his settlement funds, and Respondent's failure to pay
3 some of his related liens and communicate with him.

4 8. Adulfo Aguilar may testify regarding Respondent's representation of him, the
5 settlement of his claims, distribution of his settlement funds, and Respondent's failure to pay
6 some of his related liens and communicate with him.

7 9. Andrew DeJong may testify regarding Respondent's representation of him, the
8 settlement of his claims, and Respondent's failure to distribute the settlement funds and
9 communicate with him.

10 10. Christian Toscano may testify regarding Respondent's representation of him,
11 Respondent's failure to communicate with him, and his inability to pursue his claim now.

12 11. Star Gomez may testify regarding Respondent's representation of her minor
13 child, the settlement of the claims, and Respondent's failure to effectuate the Minor's
14 Compromise and distribute settlement funds.

15 12. Tammy Hillhouse may testify regarding Respondent's representation of her,
16 the settlement of her claims, and Respondent's failure to distribute the settlement funds and
17 communicate with her.

18 13. A member of the staff in the Office of Bar Counsel may be called to testify
19 regarding records obtained by the State Bar of Nevada, the State Bar's demands for
20 information sent to Respondent, Respondent's failure to respond to the State Bar's demands
21 for information, and Respondent's discipline and licensure history.

22 ///

23 ///

24 ///

25 ///

1 14. A member of the staff in the State Bar of Nevada's Membership department
2 may be called to testify regarding records held by the State Bar of Nevada's Membership
3 department and correspondence with Respondent.

4 The State Bar of Nevada reserves the right to supplement this disclosure.

5 DATED this ^{Sep 22, 2021} day of September, 2021.

6
7 **STATE BAR OF NEVADA**
 Daniel M. Hooge, Bar Counsel

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9 By: 
10 R. Kait Flocchini, Assistant Bar Counsel
11 Nevada Bar No. 9861
12 3100 W. Charleston Blvd, Suite B
13 Las Vegas, Nevada 89102
14 Attorney for State Bar of Nevada
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3 **CERTIFICATE OF SERVICE**

4 The undersigned hereby certifies a true and correct copy of the **STATE BAR OF**
5 **NEVADA'S INITIAL DISCLOSURE OF DOCUMENTS AND WITNESSES** were deposited
6 in the United States Mail at Las Vegas, Nevada, postage fully pre-paid thereon for first class-regular
7 mail and certified mail, return receipt requested, addressed to:

8 Bradley J. Bellisario
9 7495 West Azure Drive, Suite 258
10 Las Vegas, NV 89130-4416
11 **Certified Mail: 7021 1970 0000 0350 3606**
12 SCR 79 Address

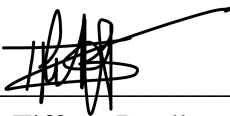
13 And alternate address:

14 Bradley J. Bellisario
15 7100 Grand Montecito Pkwy, Unit 2054
16 Las Vegas, NV 89149-0270
17 **Certified Mail: 7021 1970 0000 0350 3750**
18 Alternate Address

19 and via email to:

- 20 1. Bradley J. Bellisario (SCR 79 Email): bradb@bellisariolaw.com
21 2. Ross Goodman, Esq.: ross@rosscgoodman.com
22 3. Robert G. Giunta, Esq. (Panel Chair): RGiunta@ag.nv.gov
23 4. Kait Flocchini, Esq. (Assistant Bar Counsel): kaitf@nvbar.org

24 Dated this 22nd day of September, 2021.

25 By: 
Tiffany Bradley, an employee of
the State Bar of Nevada.



FILED

OCT 18 2021

STATE BAR OF NEVADA

BY

OFFICE OF BAR COUNSEL

Case Number: OBC20-1137, OBC21-0053,
OBC21-0065, OBC21-0142, and
OBC21-0146

STATE BAR OF NEVADA

SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA,)
)
Complainant,)
vs.)
)
BRADLEY J. BELLISARIO, ESQ.,)
BAR NO. 13452)
)
Respondent.)
)

ORDER AFTER PRE-HEARING
CONFERENCE

Pursuant to Rule 23 of the Disciplinary Rules of Procedure, the Hearing Panel Chair Robert Giunta, Esq., met telephonically with Kait Flocchini, Esq., Assistant Bar Counsel, on behalf of the State Bar of Nevada on October 13, 2021 at 2:30 p.m. and to conduct the Pre-hearing Conference in this matter. Respondent Bradley J. Bellisario, Esq. ("Respondent") was notified of the Pre-hearing Conference and did not appear.

DETAILS OF PRE-HEARING CONFERENCE

Based on oral representations made during the Pre-hearing conference:

1. The State Bar's exhibits 1, 2, 3, 4, 5, 6, 7, 8, 9b, 9g, 10a, 10b, 10c, 10d, 10f, 15, and pages 5-6 of Exhibit 16 are admitted and may be distributed to the Panel prior to the hearing.

///

2. Any and all Hearing Briefs shall be filed no later than 5:00 p.m. on October 20, 2021.

Good cause appearing, IT IS SO ORDERED.

Dated this 18th day of October, 2021.

SOUTHERN NEVADA DISCIPLINARY BOARD

Robert G. Giunta
Robert G. Giunta (Oct 18, 2021 13:30 PDT)

Robert Giunta, Esq.
HEARING CHAIR

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CERTIFICATE OF SERVICE

The undersigned hereby certifies a true and correct copy of the **ORDER AFTER PRE-HEARING CONFERENCE** were deposited in the United States Mail at Las Vegas, Nevada, postage fully pre-paid thereon for first class-regular mail and certified mail, return receipt requested, addressed to:

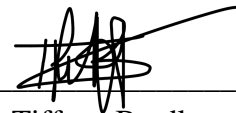
Bradley J. Bellisario
7100 Grand Montecito Pkwy, Unit 2054
Las Vegas, NV 89149-0270

and via email to:

1. Robert G. Giunta, Esq., (Panel Chair): RGiunta@ag.nv.gov
2. Bradley J. Bellisario (SCR 79 Email): bradb@bellisariolaw.com
3. Kait Flocchini, Esq. (Assistant Bar Counsel): kaitf@nvbar.org

Dated this 19th day of October, 2021.

By: _____



Tiffany Bradley, an employee of
the State Bar of Nevada.



FILED

OCT 20 2021

STATE BAR OF NEVADA
BY: *[Signature]*
OFFICE OF BAR COUNSEL

Case No: OBC20-1137, OBC21-0053,
OBC21-0065, OBC21-0142, and OBC21-0146

STATE BAR OF NEVADA

SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA,)
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Complainant,)
vs.)
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BRADLEY J. BELLISARIO, ESQ.,)
NV BAR NO. 13452)
)
Respondent.)

STATE BAR'S HEARING BRIEF

INTRODUCTION

The State Bar of Nevada ("State Bar") often uses the metaphor "where there's smoke, sometimes there's fire" when explaining the policy of thoroughly investigating allegations of a lack of fund distribution or an overdraft notice regarding a Client Trust Account. Already admitted allegations and evidence show that Bradley Bellisario's ("Respondent") law practice was a raging dumpster fire and he needs to be prevented from further practicing law before any more clients get burned.

The admitted documentary evidence shows that Respondent has stolen more than \$250,000 in client funds. He has lied to his clients in order to cover up his conversion. He

1 has also used his client's recovery as collateral for personal loans. Finally, the documentary
2 evidence shows that he has failed to respond to the State Bar.

3 The State Bar anticipates witness testimony will confirm Respondent's misconduct
4 and show the Panel its effect on his former clients.

5 At the conclusion of evidence, the State Bar will ask this Panel to apply Standard 4.11
6 and Standard 4.61 of the ABA Standards for Imposing Lawyer Sanction and recommend that
7 the Nevada Supreme Court disbar Respondent.

8 **SUMMARY OF FACTS**

9 The uncontested evidence is that between early 2019 and early 2021, Respondent
10 received over \$250,000 in client funds that he failed to safekeep and properly disburse. See
11 Exhibits 10b and 10c. These funds belong to a multitude of personal injury clients, some of
12 whom subsequently filed grievances with the State Bar. State Bar Investigator, Dawn Meeks
13 will testify regarding the conversion of client funds as detailed in State Bar Exhibits 10b and
14 10c.

15 For example, on January 24, 2020, Respondent received \$23,575 as a settlement for
16 client Christine Heath ("Heath"). Within ten days of receipt, Respondent had used those
17 funds to pay one of Heath's lienholders \$7,858.33 and transfer \$7,885 to his own operating
18 account. Three months later, Respondent paid another lienholder \$550. Respondent did
19 not distribute any funds to Heath. Respondent should have been keeping \$7,281.67 safe on
20 her behalf. See Exhibit 10b at SBN060. Yet, on July 3, 2020, Respondent had only \$379.02
21 in his Client Trust Account. Exhibit 10b at SBN029.

22 On July 20, 2020, Respondent received an additional \$100,000 on Heath's behalf.
23 The next day, Respondent transferred (i) \$4,250 to his operating account x8866, which had
24 a balance of -\$565.53, and (ii) \$30,000 to another operating account x7891, from which he
25 promptly withdrew the funds as cash. Exhibit 9g at SBN199 and Exhibit 10d at SBN003.

1 Two days after receiving the funds, he provided Heath with \$33,319.04 and paid another
2 \$31,560.71 to one of her lienholders. Almost all of Heath's \$125,000 settlement is gone and
3 Respondent has failed to pay approximately \$10,000 in lienholder expenses. Exhibit 10b at
4 SBN060.

5 Another example is when Respondent received \$10,000 for client Lorenzo Saladana
6 Rodriguez ("Rodriguez") on July 13, 2020.¹ Exhibit 10b at SBN029. The next day,
7 Respondent withdrew \$5,000 in cash from his Client Trust Account, transferred \$4,500 to
8 one operating account x7891, and transferred \$520 to another operating account x8866.
9 Respondent then spent all of the transferred money at the Wynn Casino and Resort. See
10 Exhibit 10d at SBN002-003 and Exhibit 9g at SBN198. None of that money went his client,
11 although on July 27, 2020, Respondent did distribute \$3,003.75 to Rodriguez using another
12 client's funds. See Exhibit 10b at SBN030.

13 In addition to converting his client's money, Respondent failed to communicate with
14 neither his clients nor the State Bar regarding the status of the funds and disbursements.
15 Rather than cooperate with the State Bar's investigation of the underlying grievances,
16 Respondent told the State Bar's member services department that "I have no desire to be a
17 part of an organization that refuses to protect its own members from crime perpetrated by
18 other members of that organization." Exhibit 16, SBN5-6.

19 **Relevant Case Law Regarding Respondent's Conversion.**

20 RPC 1.15 states:

21 (a) A lawyer shall hold funds or other property of clients or third persons
22 that is in a lawyer's possession in connection with a representation separate
23 from the lawyer's own property. All funds received or held for the benefit of
24 clients by a lawyer or firm, including advances for costs and expenses, shall
be deposited in one or more identifiable bank accounts designated as a trust
account maintained in the state where the lawyer's office is situated, or

25 ¹ Lorenzo Saladana Rodriguez did not submit a grievance to the State Bar and likely had
no idea that his settlement funds had all been spent by Respondent within one day.

1 elsewhere with the consent of the client or third person. Other property in
2 which clients or third persons hold an interest shall be identified as such and
3 appropriately safeguarded. Complete records of such account funds and
other property shall be kept by the lawyer and shall be preserved for a period
of seven years after termination of the representation.

4 (b) A lawyer may deposit the lawyer's own funds in a client trust account
5 for the sole purpose of paying bank service charges on that account, but only
in an amount necessary for that purpose.

6 (c) A lawyer shall deposit into a client trust account legal fees and
7 expenses that have been paid in advance, to be withdrawn by the lawyer only
as fees are earned or expenses incurred.

8 (d) Upon receiving funds or other property in which a client or third
9 person has an interest, a lawyer shall promptly notify the client or third
10 person. Except as stated in this Rule or otherwise permitted by law or by
11 agreement with the client, a lawyer shall promptly deliver to the client or
third person any funds or other property that the client or third person is
entitled to receive and, upon request by the client or third person, shall
promptly render a full accounting regarding such property.

12 (e) When in the course of representation a lawyer is in possession of
13 funds or other property in which two or more persons (one of whom may be
the lawyer) claim interests, the property shall be kept separate by the lawyer
14 until the dispute is resolved. The lawyer shall promptly distribute all portions
of the funds or other property as to which the interests are not in dispute.

15 This Rule requires all lawyers to protect client funds by (i) holding them in a separate
16 account from their own funds, (ii) promptly notifying a client or third person with an interest
17 in the funds of his receipt of such funds, (iii) promptly delivering funds to a client or third
18 person, (iv) rendering a full accounting regarding the funds received and distributed, and
19 (v) continuing to hold any funds about whose distribution there is a dispute.

20 "The attorney's mistake, good faith or lack of conscious wrongdoing may mitigate the
21 offense, but does not negate" a violation of RPC 1.15. *See Louisiana State Bar Ass'n v.*
22 *Hinrichs*, 486 So.2d 116 (La., 1986). Thus, a violation of RPC 1.15 is as close to strict liability
23 as disciplinary violations get—if the client funds were mishandled or not promptly delivered,
24 then an obvious violation has occurred and disbarment or other severe disciplinary sanction
25

1 is warranted. *See* Annotated Model Rules of Professional Conduct, 8th ed. Ellen J. Bennett,
2 Elizabeth J. Cohen, Helen W. Gunnarsson (2015) pg. 262.

3 Further, a lack of actual harm to a client is not a “defense” to a violation of RPC 1.15.
4 Regardless of whether an injury actually occurs, a client is at great risk of injury when a
5 lawyer takes funds from his Client Trust Account without regard to whether the funds belong
6 to the client or a third person. *See in re Trejo*, 185 P.3d 1160 (Wash. 2008).

7 Misappropriation of client funds that should otherwise be held in trust is a serious
8 violation of the trust that the public places in a lawyer. Such violation of the public’s trust
9 warrants substantial discipline.

10 RPCs Implicated by Respondent’s Efforts to Conceal the Trust Violations.

11 Respondent failed and refused to communicate with client Minervo Felipe Aguilar-
12 Solis and Andrew DeJong when they inquired about the status of their respective
13 distributions. This lack of communication was intended to conceal Respondent’s conversion
14 of their respective funds.

15 Respondent also provided Heath with a distribution sheet showing that certain debts
16 were paid, yet such payments were never made on her behalf. This misrepresentation was
17 also intended to conceal that Respondent converted her funds.

18 Finally, Respondent’s failure to participate in the State Bar disciplinary process,
19 which is a violation of RPC 8.1 (Bar Admission and Disciplinary Matters) could also be
20 interpreted as an attempt to conceal his misappropriation of client funds.

21 **APPLICABLE ABA STANDARDS FOR IMPOSING LAWYER SANCTIONS**

22 The Nevada Supreme Court has directed that “the purpose of attorney discipline is to
23 protect the public, the court and the legal profession.” *State Bar of Nevada v. Claiborne*,
24 104 Nev. 115, 213, 756 P.2d 527-528 (1998).

1 To that end, the Court has instructed that a disciplinary matter must consider and
2 apply four factors, as listed in The American Bar Association Standards for Imposing Lawyer
3 Sanctions, when deciding the appropriate sanction for a particular violation of the RPCs.
4 *See In re Discipline of Lerner*, 124 Nev. 1232, 1246, 197 P.3d 1067, 1078 (2008). The four
5 factors are “the duty violated, the lawyer’s mental state, the potential or actual injury caused
6 by the lawyer’s misconduct, and the existence of aggravating or mitigating factors.” *Id.* The
7 Court has also provided guidance that the ultimate sanction imposed should at least be
8 consistent with the sanction for the most serious instance of misconduct among a number
9 of violations. *See e.g. in re Yarmy*, 432 P.3d 217, 2018 Nev. Unpub. LEXIS 1170 (December
10 24, 2018) (citing to Standards for Imposing Lawyer Sanctions, Compendium of Professional
11 Responsibility Rules and Standards, 452 (Am. Bar Ass’n 2017)).

12 Standard for Intentional or Knowing Violation of RPC 1.15.

13 Standard 4.11 of the ABA Standards for Imposing Lawyer Sanctions sets forth that
14 “[d]isbarment is generally appropriate when a lawyer knowingly converts client property
15 and causes injury or potential injury to a client.” In the seminal case of *In re Wilson*, 81 N.J.
16 451, 455, 409 A.2d 1153 (N.J. 1979), the New Jersey Supreme Court stated that “[t]here are
17 few more egregious acts of professional misconduct of which an attorney can be guilty than
18 misappropriation of a client’s funds held in trust.” (citations omitted). The Court elaborated
19 that clients trust a lawyer to hold their funds because of an underlying faith in the bar, as an
20 institution, which is built on years of those in the profession exhibiting honesty and
21 faithfulness. *See Id.* Abuse of that trust is particularly reprehensible and “[r]ecognition of
22 the nature and gravity of the offense suggests only one result disbarment. *Id.*

23 In *In re Wilson*, the New Jersey Court referenced that the lawyer had engaged in
24 conduct that violated other rules of professional conduct, but it focused on the
25 misappropriation violations because disbarment was mandated for that violation alone. The

1 Court's decision provides that the lawyer engaged in two acts of misappropriation: (i) failing
2 to turn over \$23,000 from the proceeds of a sale of a house to a client and (ii) failing to turn
3 over \$4,300 in funds obtained for a client. In analyzing the discipline to be imposed, the
4 Court addressed the disingenuousness of qualifying a misappropriation of client funds as
5 "borrowing." The Court cited to its experience that "[t]he overwhelming majority of
6 misappropriation cases involves lawyers who undoubtedly intended to return the funds" and
7 the lawyers ultimately use other client's funds for 'restitution' to the first client and "the
8 initial embezzlement spawns many more." *Id.* at 458-459. The Court also cited as
9 unpersuasive when a lawyer attempts to mitigate a conversion by asserting that he "has
10 finally put together reliable records and brought his trust account into balance." *Id.* at 459.
11 In conclusion, the New Jersey Court stated that "maintenance of the public confidence in
12 this Court and the bar as a whole requires the strictest discipline in misappropriation cases"
13 thus mandating disbarment of the lawyer.

14 In *Board of Prof. Responsibility of the Supreme Court of Tennessee v. Robin Barry*,
15 545 S.W.3d 408 (2018), the Tennessee Supreme Court applied Standard 4.11 as the baseline
16 sanction and disbarred the lawyer because she (i) distributed \$7,691.50 of one client's funds
17 to another client, (ii) converted \$7,150 in client funds to herself, (iii) deposited earned fees
18 into the trust account, thereby commingling her funds with those of her clients, (iv) misled
19 her client about her failure to keep her client's money safe in her trust account, (v) could not
20 account for other funds in her trust account, and (vi) delayed the one client's receipt of funds
21 for over a year. The Court also found that the lawyer had (i) a prior disciplinary offense, (ii)
22 shown a selfish or dishonest motive, (iii) shown a pattern of misconduct, (iv) committed
23 multiple offenses, and (v) had substantial experience in the practice of law. *See id.* at 418-
24 419. The Court recognized that the lawyer had intermittently replaced some of the
25 misappropriated funds, but it found that "regardless of the amount converted, the record

1 contains substantial and material evidence to support the hearing panel's conclusion that
2 [the lawyer] knowingly converted [the client's] funds and in doing so caused actual injury to
3 [the client]." *Id.* at 422-423.

4 The Tennessee Court recognized that the hearing panel originally recommended that
5 suspension was sufficient discipline in the matter. However, the Court found that the
6 recommendation was unsupported by the factual findings. *See id.* at 425. The Court
7 implicitly addressed the concern that disbarment was too harsh a sanction by stating:

8 We do not administer the sanction of disbarment lightly; we understand its
9 devastating effects on an attorney. However, we are charged with protecting
10 the public and the legal system of our state from those attorneys who do not
abide by their professional responsibilities, and we cannot tolerate the
intentional misappropriation of a client's funds.

11 *Id.* (citation omitted.) In issuing the sanction of disbarment, the Tennessee Court concluded
12 that the hearing panel acted arbitrarily and capriciously by failing to impose the presumptive
13 sanction set forth in Standard 4.11. *See id.* at 427.

14 The Nevada Supreme Court has similarly applied Standard 4.11 in matters in which
15 client funds were converted by lawyers. In *in re Graham*, 133 Nev. 1027, 401 P.3d 1066
16 (2017), the Court disbarred attorney Robert Graham, applying Standard 4.11 because of his
17 conversion of approximately \$17 million in client funds and his conduct intended to conceal
18 his misappropriation. In *in re Morishita*, 413 P.3d 846, 2018 Nev. Unpub. LEXIS 197,
19 (March 9, 2018) the Court disbarred attorney Robert Morishita pursuant to Standard 4.11,
20 Standard 4.41 (re: abandoning a practice), and Standard 5.11(a) (re: criminal conduct or
21 intentional conduct involving dishonesty, etc.).

22 The evidence will show that Respondent intentionally converted monies from his
23 Client Trust Account without regard to the fact that it was client funds. The appropriate
24 Standard to apply in this matter is Standard 4.11 and the appropriate sanction is disbarment.

1 Standard for Intentional or Knowing Violation of RPC 1.4 and RPC 8.4(c).

2 Standard 4.61 states that “disbarment is generally appropriate when a lawyer
3 knowingly deceives a client with the intent to benefit the lawyer or another, and causes
4 serious injury or potentially serious injury to a client.”

5 Standard 4.61 applies when a lawyer misappropriates client funds for his own benefit
6 and then misleads the client to conceal the misappropriation. In *People v. Barringer*, 61
7 P.3d 495 (Colo. O.P.D.J. 2001) the lawyer forged his client’s signature to settle a worker’s
8 compensation claim, forged the client signature to endorse the settlement check, converted
9 all of the settlement proceeds, and over the course of 13 months told the client, first, that the
10 matter was still pending and then, later, that the proceeds were in his Client Trust Account.
11 The Presiding Disciplinary Judge applied Standard 4.61, along with Standard 4.11 and
12 Standard 5.11, to find that the lawyer’s misappropriation of the single client funds and lying
13 to that client to conceal the misappropriation warranted disbarment. *Id.* at 503-504.

14 In this matter, it is undisputed that Respondent misled Heath to believe that her
15 funds were appropriately distributed to her lienholders. Respondent also misled Aguilar-
16 Solis to believe that he was addressing an outstanding lien and would distribute funds to the
17 lienholder and client all while the entirety of the client’s funds had already been converted
18 for Respondent’s personal use. See Complaint, ¶¶ 81-95.

19 **CONCLUSION**

20 The evidence in this case will show that Respondent (i) intentionally and knowingly
21 converted client funds for his own personal use causing injury to the client ranging from a
22 delay in receipt of funds, to exposure for lienholder actions, to loss of funds, (ii)
23 intentionally and knowingly failed to promptly deliver funds to clients and third-parties,
24 (iii) intentionally and knowingly failed to provide his clients with sufficient information
25 about the distribution of settlement proceeds so that they could not object, and (iv)

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CERTIFICATE OF SERVICE

The undersigned hereby certifies a true and correct copy of the **STATE BAR'S HEARING BRIEF** was deposited in the United States Mail at Las Vegas, Nevada, postage fully pre-paid thereon for first class-regular mail and certified mail, return receipt requested, addressed to:

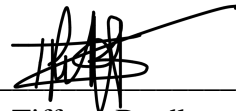
Bradley J. Bellisario
7100 Grand Montecito Pkwy, Unit 2054
Las Vegas, NV 89149-0270

and via email to:

1. Robert G. Giunta, Esq., (Panel Chair): RGiunta@ag.nv.gov
2. Sarah E. Atwood, Esq., (Panel Member): sarahs@las13.com
3. Brian Catlett (Laymember): bcatlett@fclaw.com
4. Bradley J. Bellisario (SCR 79 Email): bradb@bellisariolaw.com
5. Kait Flocchini, Esq. (Assistant Bar Counsel): kaitf@nvbar.org

Dated this 20th day of October, 2021.

By: _____



Tiffany Bradley, an employee of
the State Bar of Nevada.

1 intentionally and knowingly misled his clients regarding fees, costs, and the delivery of
2 settlement funds.

3 Application of Standard 4.11 is most appropriate for Respondent's violation of RPC
4 1.15. Respondent's efforts to conceal the conversion of his clients' funds only serves to
5 emphasize that disbarment is the appropriate sanction in this matter. The protection of
6 the public and the preservation of the integrity of the legal profession warrants disbarment
7 of Respondent for his violations of the Rules of Professional Conduct as set forth in this
8 disciplinary matter.

9
10 DATED this 20th day of October, 2021.

11 STATE BAR OF NEVADA
12 DANIEL M. HOOGE, BAR COUNSEL

13 
14

15 R. Kait Flocchini
16 Assistant Bar Counsel
3100 W. Charleston Blvd, Suite 100
Las Vegas, Nevada 89102



FILED

JAN - 4 2022

STATE BAR OF NEVADA
BY: *[Signature]*
OFFICE OF BAR COUNSEL

Case No. OBC20-1137, OBC21-0053,
OBC21-0065, OBC21-0142, and
OBC21-0146

STATE BAR OF NEVADA

SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA,)
)
Complainant,)
)
vs.)
)
BRADLEY J. BELLISARIO,)
STATE BAR NO. 13452)
)
Respondent.)
)

**FINDINGS OF FACT, CONCLUSIONS
OF LAW, AND RECOMMENDATION
AFTER FORMAL HEARING**

This matter involving attorney Bradley J. Bellisario, Esq. ("Respondent"), Bar No. 13452, initially came before a designated Formal Hearing Panel of the Matter.PracticeArea Nevada Disciplinary Board ("Panel") at 9:00 a.m. on October 27, 2021, via remote audio/visual appearance using Zoom hosted from Las Vegas, Nevada. The Panel consisted of Chair Robert Giunta, Esq.; Sarah Atwood, Esq.; and Brian Catlett, Laymember. Assistant Bar Counsel R. Kait Flocchini, Esq., represented the State Bar of Nevada ("State Bar"). Respondent was duly noticed of the hearing date and time, however Respondent

1 failed to appear at the Formal Hearing.¹

2 The State Bar presented materials consisting of admitted Exhibits 1, 2, 3, 4, 5, 6, 7,
3 8, 9, 9b, 9h, 10a, 10d, 10f, 15, pages 5-6 of Exhibit 16, and Exhibit 17.

4 The Panel also heard testimony from Dr. Patrick Davis, Christine Heath, Minervo
5 Aguilar Solis, and State Bar Investigator Dawn Meeks.

6 Based upon the evidence presented and testimony received, the Panel unanimously
7 issues the following Findings of Fact, Conclusions of Law, and Recommendation:

8 **FINDINGS OF FACT**

9 Jurisdictional Facts

10 1. Respondent was admitted to the State Bar of Nevada on May 10, 2012.
11 Respondent is currently temporarily discipline suspended from the practice of law in the
12 State of Nevada. Transcript of Formal Hearing of Bradley J. Bellisario, Esq., dated October
13 27, 2021 (herein after "Transcript"), Exhibit 2.

14 2. During the period in question, Respondent was an actively licensed attorney
15 and maintained a law practice in Clark County, Nevada. *Id.*

16 Procedural Facts

17 3. On June 27, 2021 the Office of Bar Counsel filed and served a disciplinary
18 Complaint which charged Respondent with violations of Rule of Professional Conduct
19 ("RPC") 1.15 (Safekeeping Property), RPC 1.8 (Conflicts of Interest: Current Clients:
20 Specific Rules), RPC 15. (Fees), RPC 1.4 (Communication), RPC 1.3 (Diligence), RPC 8.1

21
22
23
24 ¹ The State Bar included counsel from a separate criminal matter in e-mails to Respondent
25 in an attempt to foster communication with Respondent, but such counsel was not retained
to represent Respondent in this disciplinary proceeding. *See* Transcript of Formal Hearing
of Bradley J. Bellisario, Esq., dated October 27, 2021, pg. 9 and Exhibit 17 thereto.

(Bar Admission and Disciplinary Matters), and RPC 8.4 (Misconduct). Transcript, Exhibit

1.

4. Respondent failed to respond to the Complaint. Transcript, Exhibit 1.

5. On July 9, 2021, the Office of Bar Counsel filed and served a Notice of Intent to Proceed on a Default Basis, notifying Respondent that a failure to file a response within 20 days may result in the allegations of the Complaint being deemed admitted. Transcript, Exhibit 1.

6. Respondent failed to respond to the Complaint again. Transcript, Exhibit 1.

7. On August 26, 2021, the Office of Bar Counsel filed and served a Request for Entry of Default. Transcript, Exhibit 1.

8. Respondent did not respond to the Request for Entry of Default. Transcript, Exhibit 1.

9. On September 20, 2021, Default was entered against Respondent and the allegations of the Complaint were deemed admitted. Transcript, Exhibit 1.

10. A Notice of Hearing was included in the September 20, 2021 Default document. This Notice of Hearing was served on Respondent via U.S. Mail at the address he provided pursuant to SCR 79, an alternate address identified by the State Bar, and via e-mail at bradb@bellisariolaw.com, where Respondent had read an email from the State Bar as recently as September 12, 2021. The Notice of Hearing included the meeting ID information for the hearing. Transcript, Exhibit 1.

11. Respondent did not contact the State Bar to attempt to appear at the Formal Hearing. Transcript at 7:1-23.

///

///

Admitted Facts set forth in Complaint

Payment of Kabbage Personal Loan

12. On August 2, 2019, a deposit of a personal loan from Kabbage in the amount of \$25,000 was made into WFB Bellisario Law LLC Operating Account x8866.

13. The Kabbage loan was re-paid from WFB Op Acct x8866 as follows:

Date	Payee	Amount	Notes
9/3/19	Kabbage	\$1,796.72	
10/2/19	Kabbage	\$1,796.72	
11/1/19	Kabbage	\$1,796.72	
12/2/19	Kabbage	\$1,796.72	
1/2/20	Kabbage	\$1,796.72	
2/3/20	Kabbage	\$1,796.72	
3/3/20	Kabbage	\$1,796.72	
4/1/20	Kabbage	\$1,796.72	
5/4/20	Kabbage	\$1,796.72	Caused overdraft of \$35.90. An overdraft fee of \$35 was assessed on 5/5/20
6/1/20	Kabbage	\$1,796.72	
7/2/20	Kabbage	\$1,796.72	
8/3/20	Kabbage	\$1,796.72	
9/1/20	Kabbage	\$1,796.72	

14. Multiple automated payments for the Kabbage loan from Operating Account x8866 were returned during month of October 2020.

15. A returned payment for the Kabbage loan also occurred in Respondent's Client Trust Account x8817, which is what prompted the overdraft notification to the State Bar.

1 16. A partial payment to Kabbage cleared in Respondent's Client Trust Account
2 x8817 on October 23, 2020. The other half of the monthly payment, paid from the
3 Operating Account x8866, was returned.

4 17. In November 2020, Respondent issued a stop payment for two attempts by
5 Kabbage to remove additional funds from his Client Trust Account. One occurred on
6 November 4, 2020 in the amount of \$898.36 and the other was on November 17, 2020, in
7 the amount of \$748.36.

8 18. Kabbage attempted to draw payments from Operating Account x8866 twice
9 in November 2020 and twice in December 2020- all four attempts resulted in a return of
10 funds and the assessment of a \$35 fee by the bank.

11 19. Respondent's Operating Account x8866 had an overdrawn balance of
12 \$168.61 from December 31, 2020 through March 2021.

13 *Misappropriation and Commingling in Respondent's Client Trust Account*

14 20. Respondent withdrew funds totaling \$64,200 from Client Trust Account
15 x8817 that were deposited into his personal bank accounts. Those withdrawals had no
16 relationship to disbursement of Respondent's earned fees. The withdrawals are as follows:

- 17 a. \$1,000 on June 28, 2019;
- 18 b. \$5,500 on July 15, 2019;
- 19 c. \$16,000 on July 15, 2019;
- 20 d. \$3,000 on September 4, 2019;
- 21 e. \$5,000 on October 8, 2019;
- 22 f. \$5,000 on October 8, 2019;
- 23 g. \$5,000 on October 8, 2019;
- 24 h. \$500 on October 16, 2019;
- 25 i. \$4,500 on November 1, 2019;
- j. \$500 on December 26, 2019;
- k. \$400 on January 8, 2020;
- l. \$350 on January 9, 2020;
- m. \$400 on January 10, 2020;
- n. \$1,000 on February 24, 2020;
- o. \$4,000 on June 22, 2020;
- p. \$300 on November 10, 2020;
- q. \$1,500 on December 18, 2020;

1 r. \$7,500 on December 21, 2020; and
2 s. \$2,700 on December 31, 2020.

3 21. Respondent deposited personal funds totaling \$11,050 into Client Trust
4 Account x8817 as follows:

- 5 a. \$10,000 on October 15, 2019; and
6 b. \$1,500 on July 1, 2020.

7 22. Respondent paid the following personal expenses from his Client Trust
8 Account x8817:

- 9 a. \$65 on March 19, 2019 to the Nevada CLE Board; and
10 b. \$583 on May 20, 2019 to Accurate Garage Door Springs.

11 23. Respondent made the following Zelle transfers of funds in his Client Trust
12 Account to persons that were not clients or identified lienholders:

- 13 a. \$100 on December 23, 2019 to Holm Paulina;
14 b. \$500 on July 29, 2020 to Dianne Christine;
15 c. \$500 on August 7, 2020 to Buddy Jules;
16 d. \$500 on September 14, 2020 to A. Natalie;
17 e. \$1,500 on September 24, 2020 to A. Natalie;
18 f. \$500 on September 28, 2020 to Lincoln Erin;
19 g. \$500 on September 29, 2020 to Lincoln Erin; and
20 h. \$1,500 on October 23, 2020 to A. Natalie.

21 24. On or about February 25, 2019, Respondent paid client Gustavo Iniguez
22 \$5,000 from his Client Trust Account when Respondent was not holding any funds for Mr.
23 Iniguez in the account. This payment was identified as an 'advance' on Mr. Iniguez's
24 anticipated settlement of a personal injury claim.

Personal Loans Secured with Particular Contingency Fees

25. On December 12, 2018, Bellisario borrowed \$5,000 from Injury Solutions at 0% interest rate. Injury Solutions's check #1034 referenced "Personal Injury loan: T.S. DOI 8/8/2018" in the memo section.

26. Respondent executed a promissory note for the Injury Solutions loan. The loan was secured on Respondent's contingency fee of the American Family Claim No. 1-00-797705. The repayment was "due on receipt of the settlement resulting from the motor vehicle occurring on August 8, 2018."

27. On March 8, 2019, Respondent deposited \$58,488.08 into his Client Trust Account. The deposits referenced American Family Claim No. 01-000-797705.

28. On March 13, 2019, Respondent repaid the Injury Solution's loan using Client Trust Account x8817 check number 1259 in the amount of \$5,000.

29. On July 2, 2020, Respondent borrowed \$4,500 from Injury Solutions at 0% interest rate. Injury solutions provided check #1288 to Respondent.

30. Respondent did not deposit these funds into any of his Wells Fargo Bank accounts.

31. Respondent executed a promissory note for this second Injury Solutions loan. The loan was "secured by the Personal Injury Settlement resulting from Claim No.'s 28-07H4-55C (Frank Arambula) and 050054623 0101 055 (Christine Heath)." The repayment was "due on receipt of the settlement resulting from the motor vehicle accidents, claim No. 28-07H4-55C (Frank Arambula) and 050054623 0101 055 (Christine Heath)."

32. On July 20, 2020, Respondent deposited \$100,000 into the Client Trust Account x8817 for the Heath settlement with GEICO insurance.

33. On July 24, 2020, Respondent repaid the Injury Solutions loan using Client Trust Account x8817 check number 1380 in the amount of \$4,500.

1 *OBC210-0053 (Client: Christine Heath)*

2 34. On September 5, 2019, Christine Heath was in a car accident.

3 35. She initially retained attorney Lloyd Baker to represent her in her personal
4 injury claim.

5 36. Heath was not satisfied with Baker's representation and was referred to
6 Respondent.

7 37. Heath then retained Respondent.

8 38. On December 2, 2019, Preferred Capital Funding gave Heath a loan for
9 \$4,000 against her settlement. Respondent signed the Attorney Acknowledgment that
10 acknowledged the funding and assignment against the settlement proceeds.

11 39. In January 2020, Heath's case with State Farm settled for policy limits of
12 \$25,000.

13 40. On January 24, 2020, Respondent deposited the \$23,575 settlement check
14 from State Farm into his Client Trust Account x8817.

15 41. On January 30, 2020, Respondent partially paid Injury Solutions's lien on
16 Heath's proceed in the amount of \$7,858.33.

17 42. On February 2, 2020, Respondent transferred \$7,885 from his Client Trust
18 Account x8817 to his Operating Account x8866 as his contingency fee from Heath's
19 settlement proceeds.

20 43. On April 20, 2020, Respondent paid Dr. Bernard Ong \$550 with check
21 #1363.

22 44. On April 21, 2020, Heath's remaining balance in the Client Trust Account
23 was 10\$7,281.67.

1 45. On July 19, 2020, the balance in Respondent's Client Trust Account x8817
2 was \$30.02, far less than the \$7,281.67 that should have been maintained in the Trust
3 Account just for Heath.

4 46. In July 2020, Heath settled with GEICO for policy limits of \$100,000.

5 47. On July 20, 2020, Respondent deposited the \$100,000 settlement check
6 from GEICO into his Client Trust Account x8817.

7 48. On July 21, 2020, Respondent transferred (i) \$4,250 to his Operating
8 Account x8866 and (ii) \$30,000 to his Operating Account x7891. The transfers totaled
9 \$34,250.

10 49. According to Heath's distribution sheet, dated July 22, 2020, Respondent's
11 fees and costs totaled \$40,019.04.

12 50. Respondent withdrew \$2,115.96 more from Heath's settlement funds than
13 what was owed to him in Heath's case for his fees/costs.

14 51. On July 22, 2020, Bellisario gave Heath check #1374 in the amount of
15 \$33,319.04 representing her share of the settlement proceeds.

16 52. Respondent should have been holding more than \$72,000 on behalf of
17 Heath, but the ending daily balance of his Client Trust Account on July 22, 2020, was only
18 \$32,460.98.

19 53. On July 23, 2020, Respondent deposited settlement proceeds on behalf of
20 three other clients into his Client Trust Account.

21 54. Also on July 23, 2020, Bellisario gave Injury Solutions check #1379 in the
22 amount of \$31,560.71 representing the balance owed toward Heath's lien.

23 55. On July 24, 2020, Respondent repaid the \$4,500 loan from Injury Solutions,
24 that was to be paid from his fees earned in that case.

1 56. Respondent provided Heath with a Distribution Sheet showing that he had
2 paid, or would pay, other lienholders on her behalf.

3 57. Respondent failed to pay the following liens, listed on Heath's Distribution
4 Sheet, from Client Trust Account x8817:

Las Vegas Radiology	\$ 2,050.00
Dr. Barnard Ong	\$ 500.00
Medicaid	\$ 348.88
Multus Medical	\$ 1,200.00
Preferred Capital Funding	\$ 6,100.00
TOTAL	\$10,317.88

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8
9 58. By September 30, 2020, Respondent's Client Trust Account balance was
10 \$234.67.

11 59. On October 30, 2020, Preferred Capital emailed Respondent requesting a
12 status of Heath's case. Respondent failed to respond.

13 60. Preferred Capital sent additional emails on October 18; November 3;
14 November 12; November 19; and December 1, 2020. Respondent failed to respond to those
15 emails as well.

16 61. On December 14, 2020, Preferred Capital left a voicemail for Respondent and
17 sent an email to Heath asking for an update.

18 62. On December 15, 2020, Heath called Preferred Capital advising that the case
19 settled and providing them with Respondent's disbursement sheet showing Preferred
20 Capital was paid \$6,100.

21 63. On December 15, 2020, Preferred Capital sent Respondent a letter via email
22 and regular mail reminding him of his duties under RPC 1.15 and advising Bellisario they
23 had not received the \$6,100.

24 64. Thereafter, Respondent failed to communicate with Preferred Capital or
25 Heath.

65. Respondent's Client Trust Account balance on February 26, 2021 was \$96.05, which is far less than he owes to Heath's lienholders.

66. Respondent has not paid the \$6,100 due to Preferred Capital.

OBC21-0065 (Clients: Aguilar Family)

67. On June 1, 2019, the Aguilar family was in a car accident. Minervo Felipe was the driver. His brother, Adulfo, and his father, Minervo, were also in the vehicle.

68. On June 3, 2019, the Aguilars retained Respondent to pursue their personal injury claims.

69. Respondent was also representing Adulfo for a personal injury that occurred on April 3, 2019.

70. On December 26, 2019, Respondent gave Adulfo an advance of \$3,000 using check #1339 from his Client Trust Account x8817 prior to receiving any settlement funds on his behalf.

71. In July 2020, the Aguilars' case settled with Mercury Insurance.

72. Minervo Felipe and Adulfo were not advised of the exact total settlement and what each person received. They were only told that settlement would be pro-rated.

73. Respondent took them to a notary who notarized their signatures on the release.

74. Minervo Felipe and Adulfo did not understand the terms of the settlement.

75. On July 23, 2020, Bellisario deposited the settlement checks from Mercury Insurance into his Client Trust Account x8817 as follows:

Adolfo Aguilar	\$13,000.00
Minervo Aguilar-Sosa	\$22,500.00
Minervo Felipe Aguilar-Solis	\$30,000.00
Total	\$65,500.00

76. On July 28, 2020, Respondent transferred \$17,000 to Operating account x7891 and \$5,000 to Operating Account x8866. This amount is approximately 33% of the total settlement the Aguilar received.

77. On July 29, 2020, Respondent issued Adolfo check #1383 in the amount of \$4,000. The memo section states "PI Advance."

78. Adolfo believes the \$4,000 to be his portion of the settlement funds, not an advance. However, Adolfo did not receive a distribution sheet.

79. Respondent's bank records do not indicate Respondent paid any liens on behalf of Adolfo.

80. On July 30, 2020, Bellisario issued Minervo a check #1382 in the amount of \$7,348.58.

81. Minervo did not receive a distribution sheet.

82. Respondent's bank records do not indicate Respondent paid any liens on behalf of Minervo.

83. Respondent did not make a distribution to Minervo Felipe at this time.

84. Respondent's bank records do not indicate Respondent paid any liens on behalf of Minervo Felipe.

85. On July 31, 2020, Respondent should have still been holding the following, on behalf of the Aguilar:

Adolfo Aguilar	\$ 1,710.00
Minervo Aguilar-Sosa	\$ 7,348.58
Minervo Felipe Aguilar-Solis	\$19,944.45
Total	\$29,003.03

86. The balance of Respondent's Client Trust Account x8817 on July 31, 2020 was \$2,547.94.

1 87. In August 2020, Minervo Felipe texted Respondent requesting a status on
2 the lien negotiation.

3 88. Respondent tells Minervo Felipe that he may have to take the provider to
4 court over a \$13,000 lien. Respondent does not tell Minervo Felipe that he no longer has
5 the funds in trust.

6 89. On September 30, 2020, Respondent's Client Trust Account balance was
7 \$234.67.

8 90. In October 2020, Minervo Felipe texted Respondent multiple times asking
9 for the status of the lien reduction.

10 91. Respondent tells Minervo Felipe that the reduction request is still pending.
11 Respondent offers to give Minervo Felipe \$3,000.

12 92. On October 23, 2020, Minervo Felipe received check #1401 for \$3,000 from
13 Respondent's Client Trust Account x8817. This is the last and only payment Minervo Felipe
14 received from Respondent.

15 93. On November 9, 2020, Minervo texted Respondent advising that he received
16 a collection letter regarding the UMC bill.

17 94. Minervo continued to text Respondent in November asking for a status.

18 95. Respondent does not respond to Minervo's requests until December 3, 2020,
19 when he texted that he is at the dentist and he will call later.

20 96. Minervo advised Respondent that a second collection arrived Respondent
21 stated that he would call the collection agency the following day.

22 97. On December 12, 2020, Minervo texted Respondent again advising he
23 received a third collection notice regarding the UMC bill.

24 98. Minervo sent additional texts in December and January 2021.

1 99. Respondent did not respond to Minervo's inquiries or address the
2 outstanding lien.

3 100. In late January 2021, Adulfo was contacted by attorney Michael Kristoff who
4 stated Respondent closed his office and gave him all the files to review.

5 101. Adulfo signed a new retainer agreement with Kristoff for his first accident.

6 102. Respondent did not provide Kristoff with any information or funds related to
7 the Aguilars' settled personal injury claims.

8 *OBC21-0142 (Client: Andrew DeJong)*

9 203. On November 19, 2018, Andrew DeJong was involved in a car accident.

10 104. DeJong retained Respondent to represent him in his personal injury claim.
11 He agreed to pay Respondent a contingency fee of 25%.

12 105. On April 14, 2020, DeJong signed a release with Bristol West Insurance
13 company for policy limits settlement of \$25,000.

14 106. On April 23, 2020, Respondent deposited the \$25,000 settlement check into
15 his Client Trust Account x8817.

16 107. On April 27, 2020, Respondent deposited a \$2,000 GEICO medical
17 payments coverage check payable to Bellisario Law LLC and Andrew De Jong into his
18 Client Trust Account x8817.

19 108. No distributions relating to DeJong were made from Client Trust Account
20 x8817 in May or June, 2020.

21 109. On June 30, 2020, Respondent's Client Trust Account x8817 balance was
22 \$22,979.03- approximately \$4,000 less than Respondent should have been holding for
23 DeJong alone.

24 110. In mid-2020, DeJong sent Respondent several texts, emails, voicemails, and
25 Facebook messages that were not returned.

111. DeJong's last attempt to communicate with Respondent was on October 8, 2020 when he requested to know the status of his settlement with Bristol West and an update on the UIM claim with GEICO Insurance.

112. Respondent did not respond to DeJong's requests for information.

113. DeJong's UIM claim with GEICO was not settled.

114. Respondent's Client Trust Account balance on December 31, 2020, was \$7,163.36 and he had not distributed any funds relating to DeJong.

OBC21-0146 (Client: Christian Toscano)

115. On or around February 2, 2019, Christian Toscano was hit by a taxi driver in the parking lot of the Venetian Hotel.

116. On November 5, 2019, Toscano retained Respondent to represent him in his personal injury claim.

117. Respondent advised Toscano that he should seek medical treatment on a lien basis and referred him to a provider for treatment.

118. Respondent told Toscano that he would then submit the medical bills to the taxi insurance company to be paid.

119. In February 2020, Toscano advised Respondent that he completed treatment.

120. On March 4, 2020, Respondent texted Toscano advising he received Toscano's medical records from the Neck and Back clinic but he needed the records from the primary care doctor.

121. Toscano received no communication from Respondent between March 2020 and September 2020.

122. On September 3, 2020, Toscano texted Respondent but did not receive a response.

1 123. On January 11 and 13, 2021, respectively, Toscano texted Respondent.
2 Respondent failed to respond.

3 124. In late January 2021, Toscano received a call from attorney Michael Kristoff.
4 Kristoff reported that Respondent dropped off his files to review and contact clients to see
5 if they wanted to retain Kristoff.

6 125. Kristoff told Toscano that after reviewing his file, Kristoff discovered the state
7 of limitations was about to expire in a few days and he was not going to be able to assist
8 him. Kristoff gave Toscano his file.

9 126. Toscano has liens that were not paid.

10 *Failure to Respond to State Bar Demands for Information*

11 127. On October 19, 2020, the State Bar received the overdraft notice from WFB.

12 128. On October 26, 2020, SBN sent a letter of investigation via regular mail to
13 Respondent's SCR 79 address on 7495 W. Azure Drive, #258 and via email to his SCR email
14 address at bradb@bellisariolaw.com. Respondent's response was due September 15, 2020.

15 129. On November 12, 2020, Respondent contacted the State Bar to obtain an
16 extension, which was granted.

17 130. Respondent failed to submit a response by the extended deadline.

18 131. On January 7, 2021, the State Bar emailed Respondent advising that his had
19 not been received and requesting that Respondent give the matter his immediate attention.

20 132. On February 5, 2020, the State Bar emailed to Respondent's counsel in an
21 unrelated matter in an effort to locate Respondent and determine an active address at
22 which Respondent could be reached. The State Bar was advised that an active mailing
23 address was 7100 Grand Montecito Parkway, #2054, Las Vegas NV 89149. Respondent was
24 copied on the attorney's email.

1 133. On February 10, 2021, the State Bar sent another letter to Respondent via (i)
2 certified mail to his SCR 79 address of 7100 Grand Montecito Pkwy, #2054 and (ii) email
3 to bradb@bellisariolaw.com. The letter advised Respondent that should he fail to respond
4 the Disciplinary Board would be asked to consider additional charges of RPC 8.1. His
5 response was due February 26, 2021.

6 134. The email was also sent to the counsel and his assistant. Read receipts were
7 returned for the counsel and assistant. Respondent did not return a read receipt to the
8 email.

9 135. On or about April 8, 2021, Respondent submitted an email to Member
10 Services advising that he no longer wished to renew his law license. That same day, the
11 State Bar emailed Bellisario asking him to contact the investigator on the disciplinary
12 matter or ABC Flocchini, with a read receipt for the email.

13 136. Respondent returned the read receipt but did not respond to the email.

14 137. Letters of Investigation have been mailed and emailed to Respondent for all
15 of the other grievances identified herein.

16 138. Respondent has failed to substantively respond to any of the State Bar's
17 requests for information related to the foregoing grievances prior to the filing of the
18 Complaint.

19 Additional Facts Established at Hearing

20 139. Respondent misappropriated settlement funds multiple other clients,
21 including Frank Arambula and Andrew DeJong. Transcript 71:1- 77:2.

22 140. Respondent converted no less than \$260,000 of client funds from his Client
23 Trust Account between January 2019 and June 30, 2021. Transcript at 55:2- 57:1, Exhibit
24 10b, and Exhibit 10c thereto.

141. At least a portion of the converted funds was spent at casinos almost immediately upon receipt. Transcript 61:9- 69:6.

142. There is no evidence that anyone besides Respondent has access to the clients' funds that were converted. Transcript 83:18- 85:24.

143. Although Dr. Patrick Davis did generally offer to loan money to Respondent, secured by recovery in multiple personal injury matters, Respondent sought out the two loans from Dr. Davis. Transcript 26:1-24.

144. Heath was unaware that Respondent secured a personal loan using the proceeds from her personal injury matter.

145. Heath was unaware that her lienholders were unpaid until Preferred Capital contacted her in or about January 2021. Transcript 37:19-39:23.

146. Minervo Felipe's UMC bill remains outstanding. Transcript 89:22 – 91:21.

147. Minervo Felipe never received a distribution sheet from Respondent.
Transcript 89:12-21.

CONCLUSIONS OF LAW

Based upon the foregoing Findings of Fact, the Panel hereby issues the following
Conclusions of Law:

1. The Southern Nevada Disciplinary Board has jurisdiction over Respondent and the subject matter of these proceedings pursuant to SCR 99.

2. Venue is proper in Clark County.

3. The State Bar must prove by clear and convincing evidence that Respondent violated any Rules of Professional Conduct. *See* Nev. Sup. Ct. R. 105(2)(f); *In re Stuhff*, 108 Nev. 629, 633-634, 837 P.2d 853, 856; *Gentile v. State Bar*, 106 Nev. 60, 62, 787 P.2d 386, 387 (1990).

1 4. The Panel unanimously finds that the foregoing findings of fact prove by clear
2 and convincing evidence that:

3 a. Respondent intentionally violated RPC 1.15 (Safekeeping of Property)
4 when he (i) failed to promptly and/or properly disburse funds to his clients as
5 detailed in Exhibit 10c and (ii) converted client funds to his own use as detailed in
6 Exhibit 9b, 9h, 10a, 10b, and 10d. *See* Transcript 131:16-23 and 134:9-21.

7 b. Respondent knowingly violated RPC 1.8(i) (Conflicts of Interest:
8 Current Clients: Specific Rules) when he obtained a proprietary interest, other than
9 a contingency fee, in multiple client's personal injury matters. *See* Transcript

10 c. Respondent knowingly violated RPC 1.5 (Fees) when he failed to
11 provide the Aguilar family with written statements stating the outcome of their
12 respective matters and the remittance to each client and the method of its
13 determination.

14 d. Respondent knowingly violated RPC 1.4 (Communication) when he
15 failed to reasonably communicate with his clients about the status of their matters
16 and/or respond to reasonable requests for information.

17 e. Respondent knowingly violated RPC 1.3 (Diligence) when he failed to
18 (i) diligently and promptly distribute clients' settlement funds and (ii) diligently and
19 promptly represent DeJong and Toscano.

20 f. Respondent knowingly violated RPC 8.1 (Bar Admission and
21 Disciplinary Matters) when he failed to respond to the State Bar's multiple demands
22 for information related to the grievances received.

23 g. Respondent knowingly violated RPC 8.4 (Misconduct) when he (i)
24 converted his clients' funds for his own personal use, (ii) misled Heath and Minervo
25

1 that he was addressing their lienholder debts, and (iii) failed to adequately prosecute
2 DeJong and Toscano's claims.

3 h. Respondent's clients were injured by the foregoing misconduct,
4 particularly they were injured by Respondent's conversion of their settlement funds
5 and failure to pay lienholder debts.

6 See Transcript, 133:23-134:1.

7 5. The appropriate level of discipline must be determined considering "all
8 relevant factors and mitigating circumstances on a case-by-case basis." *State Bar of*
9 *Nevada v. Claiborne*, 104 Nev. 11, 219, 756 P.2d 464, 531 (1988). We evaluate The
10 American Bar Association Standards for Imposing Lawyer Sanctions' four factors to be
11 considered in determining the appropriate disciplinary sanction: "the duty violated, the
12 lawyer's mental state, the potential or actual injury caused by the lawyer's misconduct, and
13 the existence of aggravating or mitigating factors." *See In re Discipline of Lerner*, 124 Nev.
14 1232, 1246, 197 P.3d 1067, 1078 (2008).

15 6. Pursuant to Standard 4.11 of the ABA Standard for Imposing Lawyer
16 Sanctions, the appropriate baseline sanction for Respondent's violation of RPC 1.15 is
17 disbarment. See Transcript at 134:9-135:24.

18 7. Pursuant to SCR 102.5, the Panel unanimously found the following
19 aggravating factor exists:

- 20 a. dishonest or selfish motive (SCR 102.5 (1)(b);
- 21 b. multiple offenses (SCR 102.5 (1(d)); and
- 22 b. vulnerability of victim (SCR 102.5 (1(h)).

23 See Transcript 105:25-107:1 and 138:1-10.

24 8. Pursuant to SCR 102.5, the Panel unanimously found no evidence submitted
25 of mitigating factors. Transcript at 138:11-13.

9. In a two to one vote, the Panel found no basis to downwardly deviate from the baseline sanction of disbarment. One Panelmember found that a downward deviation to a five-year suspension was warranted by the possibility that Respondent's conduct was affected by a mitigating factor that could presented at a reinstatement hearing. Transcript at 131:4- 133:18 and 138:11-17.

RECOMMENDATION

Based upon the foregoing Findings of Fact and Conclusions of Law, the Panel hereby recommends that:

1. Respondent shall be disbarred for one year for violation of RPC 1.15 (Safekeeping Property) along with violations of RPC 1.8(i), RPC 1.5, RPC 1.4, RPC 1.3, RPC 8.1, and RPC 8.4.

2. Respondent shall pay costs, provided for in SCR 120, in the amount of \$3,000 plus the hard costs of these proceedings. Such payment shall be made no later than the 30th day after the issuance of the Nevada Supreme Court's Order approving and accepting this Recommendation.

DATED this 4 day of January 2022.

Robert G. Giunta
Robert G. Giunta (Jan 4, 2022 11:49 PST)

ROBERT G. GIUNTA, ESQ., Chair
Southern Nevada Disciplinary Panel



FILED

JAN 20 2022

STATE BAR OF NEVADA

BY: *[Signature]*
OFFICE OF BAR COUNSEL

Case Nos.: OBC20-1137, OBC21-0053,
OBC21-0065, OBC21-0142, and
OBC21-0146

STATE BAR OF NEVADA

SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA,)
)
Complainant,)
vs.)
)
BRADLEY J. BELLISARIO,)
Nevada Bar No. 13452,)
Respondent.)

**STATE BAR OF NEVADA'S
MEMORANDUM OF COSTS**

Description	Amount
Court Reporter Fee & Transcript Fee Hearing Held October 27, 2021	\$1,050.00
Wells Fargo Bank Invoice No. 363959/dated March 8, 2021	\$48.00
Nationwide Legal Invoice No. 27793/dated March 19, 2021	\$120.00
Wells Fargo Bank Invoice No. 366584/dated April 9, 2021	\$70.30
Nationwide Legal Invoice No. 31149/dated June 30, 2021	\$95.00
Nationwide Legal Invoice No. 33311/dated August 31, 2021	\$60.00
Wells Fargo Bank Invoice No. 379317/dated October 4, 2021	\$41.30
Nationwide Legal Invoice No. 35446/dated October 31, 2021	\$60.00
Certified Mailing Receipt xx5085 - \$9.05	\$61.44

1	Receipt xx5115 - \$8.45	
2	Receipt xx5122 - \$8.65	
3	Receipt xx9960 - \$7.85	
4	Receipt xx5016 - \$6.86	
5	Receipt xx3291 - \$6.86	
6	Receipt xx6498- \$6.86	
7	Receipt xx5016 - \$6.86	
8	SCR 120 costs	\$2,500.00
9	Total:	\$4,106.04

1. I am Assistant Bar Counsel with the State Bar of Nevada. I have personal knowledge of the above-referenced costs and disbursements expended.


2. The costs set forth above are true and correct to the best of my knowledge and belief and were necessary and reasonably incurred and paid in connection with this matter. True and correct copies of invoices supporting these costs are attached to this Memorandum of Costs.

3. As stated in the Findings of Fact, Conclusions of Law and Recommendation, Respondent shall be ordered to pay the fees and costs of these proceedings within thirty (30) days of the Issuance of the Nevada Supreme Court Order matter pursuant to Supreme Court Rule 120(1).

DATED this 20th day of January 2022.

STATE BAR OF NEVADA

Daniel M. Hooge, Bar Counsel

By: 
 R. Kait Flocchini, Assistant Bar Counsel
 Nevada Bar No. 9861
 3100 W. Charleston Blvd, Suite B
 Las Vegas, Nevada 89102
 Attorney for State Bar of Nevada

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CERTIFICATE OF SERVICE

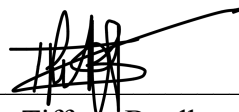
The undersigned hereby certifies a true and correct copy of the **STATE BAR OF NEVADA'S MEMORANDUM OF COSTS** were deposited in the United States Mail at Las Vegas, Nevada, postage fully pre-paid thereon for first class-regular mail, addressed to:

Bradley J. Bellisario
7100 Grand Montecito Pkwy, Unit 2054
Las Vegas, NV 89149-0270

and via email to:

1. Bradley J. Bellisario (SCR 79 Email): bradb@bellisariolaw.com

Dated this 20th day of January, 2022.

By: 
Tiffany Bradley, an employee of
the State Bar of Nevada.



INVOICE

T (213) 249-9999 | F (213) 249-9990

Invoice No.	Customer No.
00000027793	21191
INVOICE DATE:	Total Due
4/5/2021	\$ 120.00

PLEASE MAKE REMITTANCE TO:

OFFICE OF BAR COUNSEL
3100 W. Charleston, # 100
Las Vegas, NV 89102
T (702) 382-2200

Nationwide Legal, LLC
1609 James M Wood Blvd.
Los Angeles, CA 90015
TAX ID # 20-8284527

Customer No.	Invoice No.	Period Ending	Amount Due	Page
21191	00000027793	4/5/2021	\$ 120.00	1

Date	Order No	Service Detail	Charges	Units	Total
3/19/2021 NV239350 030 - STANDARD PROCESS (48)		STATE BAR OF NEVADA 3100 W. Charleston 100 Las Vegas, NV 89102 Caller: Dawn Meeks Case Title: STATE BAR OF NEVADA, vs. BRADL Docs: Subpoena Duces Tecum for Production of Records Only ;; Attorney Name:	Wells Fargo Bank - Attention: Subpoenas 1121 Las Vegas Blvd. South Las Vegas, NV 89104 Case Number: OBC20-1137 Client/Matter: OBC20-1137 Description:	Base Charge : Total: <i>Dawn Meeks</i> approved 7/21/21	\$ 60.00 \$ 60.00
3/19/2021 NV239351 030 - STANDARD PROCESS (48)		STATE BAR OF NEVADA 3100 W. Charleston 100 Las Vegas, NV 89102 Caller: Dawn Meeks Case Title: STATE BAR OF NEVADA, vs. BRADL Docs: Subpoena Duces Tecum for Production of Records Only ;; Attorney Name:	Injury Solutions, Inc. 3940 N. Martin Luther King Blvd., Suite 107 North Las Vegas, NV 89032 Case Number: OBC20-1137 Client/Matter: OBC20-1137 Description:	Base Charge : Total: <i>Dawn Meeks</i> approved 7/21/21	\$ 60.00 \$ 60.00
			Total Charges for Ref. - OBC20-1137:		\$ 120.00
			Total		\$ 120.00

INVOICE PAYMENT DUE UPON RECEIPT ROA Page 197



FEIN: 20-8284527

WORKORDER	INVOICE DATE	JOB TYPE	ITEM	TOTAL
<div><div>MATTER NUMBER</div><div>OBC20-1137</div></div> <div><div>ORDERS</div><div>2</div></div> <div><div>ADVANCED FEES</div><div>.00</div></div> <div><div>TOTAL COSTS</div><div>\$ 120.00</div></div> <div><div>TOTALS \$</div><div>.00</div></div> <div><div>TOTAL AMOUNT DUE</div><div>\$ 120.00</div></div>				
<div><div>Nationwide Legal, LLC</div></div>				



Summons and Subpoenas Department
PO Box 29728 54001-01F
Phoenix, AZ 85038
Voice: (480)724-2000

March 08, 2021

State Bar of Nevada
Laura Peters
3100 W. Charleston Blvd.
Suite 100
Las Vegas, NV 89102

Subject: Invoice - Payment Request
Agency Reference Number: OBC201137
Our Reference Number: 24661239

Invoice Number: 363959

Dear Laura Peters

We recently produced documents at your request for legal order number OBC201137. We've included an invoice below that lists our total cost to provide you with these documents. Please send us a payment for the Net Amount Due. To ensure we're able to record your payment correctly, please send it to the address listed at the top of this letter and include our reference number 24661239.

BILLING DETAILS

	Items	Item Charge	Total Charge
Image Copies:	0	\$ 00.10	\$ 00.00
Statements:	0	\$ 00.10	\$ 00.00
Signature Cards:	0	\$ 00.10	\$ 00.00
Production hours:	1.50		\$ 15.00
Postage charge:			\$ 00.00
Electronic delivery cost:	1	\$ 33.00	\$ 33.00
Total Amount Billed:			\$ 48.00
Prepayment or witness fee credit:			\$ 00.00
Net Amount Due:			\$ 48.00

If you have questions, please call us at (480)724-2000, Monday – Friday, 8:00 a.m. to 8:00 p.m. Eastern Time.

Sincerely,

LeAnne Heitkemper

LeAnne Heitkemper
Operations Manager
Summons and Subpoenas Department

Bellisario -
OBC20-1137

OK to Pay

Laura Peters



Summons and Subpoenas Department
PO Box 29728 S4001-01F
Phoenix, AZ 85038
Voice: (480)724-2000

April 09, 2021

State Bar of Nevada
R. Kait Flocchini
3100 W. Charleston Blvd
Suite 100
Las Vegas, NV 89102

Subject: Invoice - Payment Request
Agency Reference Number: OBC201137
Our Reference Number: 24991998

Invoice Number: 366584

Dear R. Kait Flocchini

We recently produced documents at your request for legal order number OBC201137. We've included an invoice below that lists our total cost to provide you with these documents. Please send us a payment for the Net Amount Due. To ensure we're able to record your payment correctly, please send it to the address listed at the top of this letter and include our reference number 24991998.

BILLING DETAILS

	Items	Item Charge	Total Charge
Image Copies:	0	\$ 00.10	\$ 00.00
Statements:	0	\$ 00.10	\$ 00.00
Signature Cards:	0	\$ 00.10	\$ 00.00
Production hours:	3.73		\$ 37.30
Postage charge:			\$ 00.00
Electronic delivery cost:	1	\$ 33.00	\$ 33.00
Total Amount Billed:			\$ 70.30
Prepayment or witness fee credit:			\$ 00.00
Net Amount Due:			\$ 70.30 ✓

Dawn Muecke

If you have questions, please call us at (480)724-2000, Monday – Friday, 8:00 a.m. to 8:00 p.m. Eastern Time.

Sincerely,

LeAnne Heitkemper

LeAnne Heitkemper
Operations Manager
Summons and Subpoenas Department



Summons and Subpoenas Department
PO Box 29728 S4001-01F
Phoenix, AZ 85038
Voice: (480)724-2000

April 09, 2021

State Bar of Nevada
R. Kait Flocchini
3100 W. Charleston Blvd
Suite 100
Las Vegas, NV 89102

Subject: Invoice - Payment Request
Agency Reference Number: OBC201137
Our Reference Number: 24991998

Invoice Number: 366584

Dear R. Kait Flocchini

We recently produced documents at your request for legal order number OBC201137. We've included an invoice below that lists our total cost to provide you with these documents. Please send us a payment for the Net Amount Due. To ensure we're able to record your payment correctly, please send it to the address listed at the top of this letter and include our reference number 24991998.

BILLING DETAILS

	Items	Item Charge	Total Charge
Image Copies:	0	\$ 00.10	\$ 00.00
Statements:	0	\$ 00.10	\$ 00.00
Signature Cards:	0	\$ 00.10	\$ 00.00
Production hours:	3.73		\$ 37.30
Postage charge:			\$ 00.00
Electronic delivery cost:	1	\$ 33.00	\$ 33.00
Total Amount Billed:			\$ 70.30
Prepayment or witness fee credit:			\$ 00.00
Net Amount Due:			\$ 70.30 ✓

Dawn Marks

If you have questions, please call us at (480)724-2000 ; Monday – Friday, 8:00 a.m. to 8:00 p.m. Eastern Time .

Sincerely,

LeAnne Heitkemper

LeAnne Heitkemper
Operations Manager
Summons and Subpoenas Department



Integrity Court Reporting
7835 S. Rainbow Boulevard
Suite 4-25
Las Vegas, NV 89139
(702)509-3121

Invoice

Number: 1857

Date: 11/16/2021

Bill To:

Louise Watson
State Bar of Nevada
3100 W. Charleston Boulevard
Suite 100
Las Vegas, NV, 89102

PAYMENT DUE UPON RECEIPT

Job Date	Witness Name	Case Name	Case No.
10-27-21	Bradley Bellisario	State Bar v Bellisario	OBC20-1137, et al.

Description	Amount
Half Day Appearance Fee	\$100.00
Transcript - 140 Pages @ 7.50	\$1,050.00

12/06/21 TB

Tax I.D. No. 01-0974768

Total

\$1,150.00

Received On: _____

Received By: _____



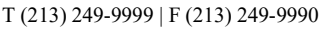
Invoice No.	Customer No.
00000031149	21191
INVOICE DATE:	Total Due
6/30/2021	\$ 155.00

PLEASE MAKE REMITTANCE TO:

Nationwide Legal, LLC
1609 James M Wood Blvd.
Los Angeles, CA 90015
TAX ID # 20-8284527

Customer No.	Invoice No.	Period Ending	Amount Due	Page
21191	00000031149	6/30/2021	\$ 155.00	1

[illegible]**INVOICE PAYMENT DUE UPON RECEIPT**



Invoice No.	Customer No.
00000033311	21191
INVOICE DATE:	Total Due
8/31/2021	\$ 60.00

PLEASE MAKE REMITTANCE TO:

Nationwide Legal, LLC
1609 James M Wood Blvd.
Los Angeles, CA 90015
TAX ID # 20-8284527

Customer No.	Invoice No.	Period Ending	Amount Due	Page
21191	00000033311	8/31/2021	\$ 60.00	1

[illegible]**INVOICE PAYMENT DUE UPON RECEIPT**



INVOICE RECAP
INVOICE DATE: 9/7/2021

legal@nationwidelegal.com

FEIN: 20-8284527

WORKORDER	INVOICE DATE	JOB TYPE	ITEM	TOTAL
<div><div>MATTER NUMBER</div><div>OBC20-1137</div></div> <div><div>ORDERS</div><div>1</div></div> <div><div>ADVANCED FEES</div><div>.00</div><div>TOTALS \$.00</div></div> <div><div>TOTAL COSTS</div><div>\$ 60.00</div><div>60.00</div></div>				
<div>Nationwide Legal, LLC</div>				



Summons and Subpoenas Department
PO Box 29728 S4001-01F
Phoenix, AZ 85038
Voice: (480)724-2000

October 04, 2021

State Bar of Nevada
Dawn Meeks
3100 W. Charleston Boulevard
Las Vegas, NV 89102

Subject: Invoice - Payment Request
Agency Reference Number: OBC201137
Our Reference Number: 25681786

Invoice Number: 379317

Dear Dawn Meeks

We recently produced documents at your request for legal order number OBC201137. We've included an invoice below that lists our total cost to provide you with these documents. Please send us a payment for the Net Amount Due. To ensure we're able to record your payment correctly, please send it to the address listed at the top of this letter and include our reference number 25681786.

BILLING DETAILS

	Items	Item Charge	Total Charge
Image Copies:	0	\$ 00.10	\$ 00.00
Statements:	0	\$ 00.10	\$ 00.00
Signature Cards:	0	\$ 00.10	\$ 00.00
Production hours:	0.83		\$ 08.30
Postage charge:			\$ 00.00
Electronic delivery cost:	1	\$ 33.00	\$ 33.00
Total Amount Billed:			\$ 41.30
Prepayment or witness fee credit:			\$ 00.00
Net Amount Due:			\$ 41.30

10/4/21

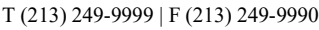
Dawn Meeks

If you have questions, please call us at (480)724-2000, Monday – Friday, 8:00 a.m. to 8:00 p.m. Eastern Time.

Sincerely,

Steve Gilbert

Steve Gilbert
Operations Manager
Summons and Subpoenas Department



Invoice No.	Customer No.
00000035446	21191
INVOICE DATE:	Total Due
10/31/2021	\$ 120.00

PLEASE MAKE REMITTANCE TO:

Nationwide Legal, LLC
1609 James M Wood Blvd.
Los Angeles, CA 90015
TAX ID # 20-8284527

Customer No.	Invoice No.	Period Ending	Amount Due	Page
21191	00000035446	10/31/2021	\$ 120.00	1

[illegible]**INVOICE PAYMENT DUE UPON RECEIPT**



NORTHERN NEVADA BAR CENTER
7456 Double R Blvd., Ste. B, Reno, NV 89521-9977
www.nnbac.org

7019 2970 0001 3885 5115



Bradley J. Bellisario, Esq.
7495 West Azure Drive, Suite 258
Las Vegas, NV 89130

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Bradley J. Bellisario, Esq.
7495 West Azure Drive, Suite 258
Las Vegas, NV 89130



9590 9402 6384 0303 4047 64

2. Article Number (Transfer from service label)

7019 2970 0001 3885 5115

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent
X ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- | | |
|--|---|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Insured Mail | |
| <input type="checkbox"/> Insured Mail Restricted Delivery | |

FIRST-CLASS



02 1P
0091200000
JUL 18 2021
MAIL ID FROM ZIP CODE 89102
\$ 008.450
US POSTAGE

22/1/19

FIRST CLASS

 \$ 008.65
 61 10
 001208 AGG JUL 98 2051
 1A0E71780A ZIP CODE 69102

ROA Page 209

EASTERN NEVADA BAR CENTER
561 Boulder R Blvd., Ste. B, Reno, NV 89521-5977
www.enbdc.org

2259XIXE 851 CE 1 0108/06/21
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD
2104WZ18064-00941



NORTHERN NEVADA BAR CENTER
9450 Double H Road, Suite 10, Reno, NV 89531-9972
www.nnbac.org

7039 2970 0001 3685 5122



Bradley J. Bellisario, Esq.
7100 Grand Montecito Pkwy #2054
Las Vegas, NV 89149

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Bradley J. Bellisario, Esq.
7100 Grand Montecito Pkwy #2054
Las Vegas, NV 89149



9590 9402 6384 0303 4047 71

2. Article Number (Transfer from shipping label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?
If YES, enter delivery address below:

- ☐ Yes
- ☐ No

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

FIRST-CLASS



02 1P
0001206R00
MAILED FROM ZIP CODE 89101
US POSTAGE
\$ 008.65
JUL 09 2021

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postmark Here

Bradley J. Bellisario, Esq.
 7100 Grand Montecito Pkwy #2054
 Las Vegas, NV 89149

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage \$

Total \$

Sent to

Street

City, St.

Postmark Here

Bradley J. Bellisario, Esq.
 7495 West Azure Drive, Suite 258
 Las Vegas, NV 89149

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

STATE BAR OF NEVADA

BC: 89521597756 210420311-0037
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD
RETURN TO SENDER
01/07/22/21 851 CC 1 5IXIN5

NORTHERN NEVADA BAR CENTER
9450 Double R Blvd., Ste. B, Reno, NV 89521-9477
www.nnbac.org

Fail

POST CLASS
US POSTAGE
\$ 008.45⁰
0001200800 JUN 09 2021
MAILED FROM ZIP CODE 89507

Return to Sender
not @ this address

Bradley J. Bellisario, Esq.
~~_____~~
~~_____~~

UTF

Bradley J Bellisario, Esq.
7495 West Azure Drive, Suite 258
Las Vegas, NV 89130

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

Bradley J Bellisario, Esq.
7495 West Azure Drive, Suite 258
Las Vegas, NV 89130



9590 9402 6384 0303 4048 01

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature X		<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
B. Received by (Printed Name)	C. Date of Delivery	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No		
3. Service Type		
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Priority Mail Express®	
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail™	
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Registered Mail Restricted Delivery	
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™	
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	
<input type="checkbox"/> Insured Mail		
<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)		

Domestic Return Receipt



NORTHERN NEVADA BAR CENTER
4601 Boulder Road, Ste. 10, Reno, NV 89521-4977

STATE BAR OF NEVADA

7019 2570 0001 3885 5085



CERTIFIED MAIL

FIRST-CLASS



02 1P
\$009.050
JUN 17 2021
MAILED FROM ZIP CODE 89102



NORTHERN NEVADA BAR CENTER
9456 Double R Blvd., Ste. B, Reno, NV 89521-9977
www.nnbcenter.org



7019 2970 0001 3665 9960



Bradley Bellisario, Esq.
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Metamora, IL 61548



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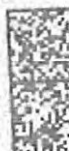
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ROA Page 245



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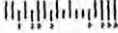
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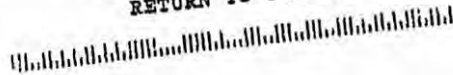


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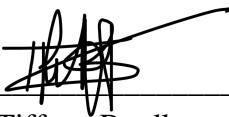
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and via email to:

1. Bradley J. Bellisario (SCR 79 Email): bradb@bellisariolaw.com

Dated this 26th day of January 2022.

By: 
Tiffany Bradley, an employee of
the State Bar of Nevada.

1 **IN THE SUPREME COURT OF THE STATE OF NEVADA**

2
3 IN RE: DISCIPLINE OF)
4 BRADLEY J. BELLISARIO, ESQ.,)
5 BAR NO. 13452)
6)
7 _____)

Case No. _____

8
9
10
11 **VOLUME II**

12
13 **RECORD OF DISCIPLINARY PROCEEDINGS,**
14 **PLEADINGS AND TRANSCRIPT OF HEARING**

15
16
17
18
19
20 R. Kait Flocchini, Esq.
21 Nevada Bar No. 9861
22 State Bar of Nevada
23 3100 W. Charleston Blvd., Ste. 100
24 Las Vegas, NV 89102
25 Counsel for the State Bar of Nevada

Bradley J. Bellisario, Esq.
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#2054
Las Vegas, NV 89149
Respondent

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STATE BAR OF NEVADA

SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA,

Complainant,

vs.

BRADLEY J. BELLISARIO,
ESQ.,

Respondent.

CERTIFIED
TRANSCRIPT

Case Nos.: OBC20-1137
OBC21-0053, OBC21-0065
OBC21-0142, OBC21-0146

FORMAL HEARING OF BRADLEY J. BELLISARIO, ESQ.

VIA ZOOM VIDEOCONFERENCE

Taken on Wednesday, October 27, 2021

1:01 p.m.

At 3100 West Charleston Boulevard, Suite 100

Las Vegas, Nevada

Reported by: CINDY K. JOHNSON, RPR, CCR NO. 706

1 APPEARANCES:

2 ROBERT GIUNTA, ESQ.
Panel Chairperson

3 SARAH ATWOOD, ESQ.
4 Panel Member

5 BRIAN CATLETT
6 Lay member

7 For the Complainant:

8 R. KAIT FLOCCHINI
9 ASSISTANT BAR COUNSEL
STATE BAR OF NEVADA
10 9456 Double R Boulevard, Suite B
Reno, Nevada 89521
(775)329-4100

11 Also Present:

12 Sonia Del Rio, Hearing Paralegal

13
14 * * * * *

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* * * * *

1 LAS VEGAS, NEVADA; WEDNESDAY, OCTOBER 27, 2021

2 1:01 p.m.

3 -oOo-

4 (Complainant's Exhibits 1, 2, 3, 4, 5, 6, 7,
5 8, 9B, 9G, 10A, 10B, 10C, 10D, 10F, 15, 16
6 previously admitted into evidence.)

7 CHAIRPERSON GIUNTA: This is time and place
8 set for the hearing of the Southern Nevada Disciplinary
9 Board Cases OBC20-1137, OBC21-0053, OBC21-0065,
10 OBC21-0142 and OBC21-0146.

11 Present is Mr. Brian Catlett --

12 Am I pronouncing that correctly, Brian?

13 MR. CATLETT: You are. Thank you.

14 CHAIRPERSON GIUNTA: "Catlett," okay.

15 -- members of the panel, myself, as the
16 chairperson, Robert Giunta, and then we have Sarah
17 Atwood who is also present.

18 Present on behalf of the State Bar is Kait
19 Flocchini, assistant bar counsel.

20 Is -- Let's see. Who else do we have?

21 Sonia is, I guess -- are you referred to as
22 the "moderator"?

23 MS. FLOCCHINI: Sonia is the State Bar's
24 hearing paralegal.

25 CHAIRPERSON GIUNTA: The hearing paralegal.

1 Okay. And that's it. We have a court
2 reporter, and I think we have everybody except
3 Mr. Bradley Bellisario. He's been duly noticed, is not
4 present and has not made any of the previous
5 appearances at prior hearings in this matter. He
6 hasn't filed any responsive pleadings.

7 Bar Counsel, do you have any representations
8 of attempts to contact Mr. Bellisario?

9 MS. FLOCCHINI: Yes, and I -- there's two
10 pieces to that that I would like to reference:

11 One, I would like to reference an email that
12 has been marked as Exhibit 17 and can be provided to
13 the panel, if it's admitted. It's an email response
14 from Mr. Bellisario to Ms. Bradley on September 22nd in
15 which he essentially acknowledges receipt of documents
16 from the Bar related to the disciplinary matter at the
17 email address where we've corresponded with him and
18 sent all of the other documents previously -- which
19 sort of implicitly means that he has received all of
20 the notifications of the hearings prior to today.

21 So I'd like to ask that Exhibit 17 be
22 admitted.

23 CHAIRPERSON GIUNTA: Okay. That's fine.

24 I'd also note that during the previous
25 prehearing conference we admitted Exhibit -- State

1 Bar's Exhibits 1, 2, 3, 4, 5, 6, 7, 8, 9b, 9g, 10a,
2 10b, 10c, 10d, 10f, 15 and pages 5 and 6 of Exhibit 16,
3 and now we're admitting Exhibit 17.

4 (Exhibit 17 admitted.)

5 CHAIRPERSON GIUNTA: Do all of the panel
6 members have those with the exception of, I guess,
7 Exhibit 17?

8 MR. CATLETT: Yes, I have the previously
9 admitted.

10 CHAIRPERSON GIUNTA: Okay.

11 MS. ATWOOD: Yes. I do have the exhibits, as
12 well.

13 CHAIRPERSON GIUNTA: Okay.

14 Kait, was I -- did I interrupt you? Do you
15 have any further representations to make?

16 MS. FLOCCHINI: No problem. It's good to have
17 all of the exhibits together in place. So I appreciate
18 that.

19 I also would like to represent officially on
20 the record that the Bar received notification that
21 Mr. Bellisario was arrested last week, and we have
22 checked the notification system, you know, the system
23 where you can see if someone continues to be in custody
24 since then, and have found that Mr. Bellisario
25 continues to be in custody.

1 We have attempted to reach out to his attorney
2 who represents him in the criminal matter, although we
3 completely acknowledge not in this matter, just in
4 order to try to facilitate that if Mr. Bellisario
5 wanted to be here today, we could make those
6 arrangements appropriately.

7 We were not able to facilitate contact with
8 Mr. Bellisario directly, but as I previously stated, we
9 know that he's had sufficient notice of all of the
10 proceedings in this hearing heretofore and, as of
11 September 20th, had been notified as to the hearing
12 that would take place today starting at one o'clock.
13 And so, although we recognize that Mr. Bellisario may
14 not be where he anticipated being this afternoon, we
15 know that there are means by which he could have
16 participated in this hearing and was well aware that
17 the hearing was taking place.

18 CHAIRPERSON GIUNTA: You could have
19 contacted -- made arrangements through the jail to have
20 him appear if he had so wanted?

21 MS. FLOCCHINI: We could have. We can't reach
22 out to him at the jail. You know, they won't, like,
23 take our call and connect him. It doesn't work that
24 way, but if he had asked. And we also have resources
25 where we could have facilitated that through the Clark

1 County Detention Center, yes.

2 CHAIRPERSON GIUNTA: Okay. All right. Thank
3 you.

4 Are there any other preliminary matters we
5 have to take care of, or can I turn it over to you for
6 the presentation of your case?

7 MS. FLOCCHINI: I think those are all of the
8 pieces that I have. Thank you.

9 CHAIRPERSON GIUNTA: Okay. Then I will turn
10 it over to you, and you can present the State Bar's
11 case.

12 MS. FLOCCHINI: Okay. Thank you.

13 Thank you, panel members, for taking the time
14 today to dedicate your service to this disciplinary
15 panel. This is an important piece of our
16 self-regulating profession, and so we appreciate your
17 time and energy that you've dedicated to this important
18 case.

19 As you have seen in the Exhibit 1, which was
20 your hearing packet, there was a default entered in
21 this case, and that means that, technically, all of the
22 allegations in the complaint are deemed admitted and
23 the five separate grievances that are contained therein
24 cover various conduct which includes misappropriation
25 of client funds, a failure of diligence, a failure of

1 communication and also a violation of 1.8(i), which is
2 receiving an interest in your client's case separate
3 from a contingency fee interest.

4 Nonetheless, we are going to present to you
5 some brief testimony from three of the people that were
6 involved in the underlying conduct. So that you --
7 besides the documents that have already been admitted
8 and you've had an opportunity to review, you also have
9 the testimony of two of the grievants and the doctor
10 that loaned money to Mr. Bellisario so that you have
11 more context for the particular conduct.

12 We're also going to present testimony from
13 State Bar Investigator Dawn Meeks who will be able to
14 review the accountings that were provided, because
15 she's the one that prepared them, and then also point
16 out some particular points in her analysis when she was
17 preparing that accounting and some of the indications
18 that come out of her accounting.

19 And so with that testimony, then, the State
20 Bar will ask you to consider both that and the exhibits
21 that you have received already and that have been
22 admitted and the totality of all of that evidence, and
23 we are going to ask that this panel find that
24 Mr. Bellisario knowingly and intentionally converted
25 client funds for his own personal benefit and that such

1 misconduct warrants a recommend of disbarment to the
2 Supreme Court.

3 As you know, anything above an agreed-upon
4 public reprimand goes up to the Supreme Court for
5 review. And so, ultimately, this panel will be making
6 a recommendation for discipline that the Supreme Court
7 will consider, and then they make the final decision.

8 So with all of that information, we're going
9 to ask you to make the recommendation for disbarment
10 based on the totality of all of the circumstances that
11 surrounds Mr. Bellisario's misconduct.

12 I am not sure -- Ms. Del Rio will know -- if
13 we have our witnesses ready or not, but that's the
14 whole of my opening.

15 Pretty easy, and we're prepared to call
16 witnesses.

17 CHAIRPERSON GIUNTA: Okay. Thank you very
18 much.

19 Sonia, what do we have?

20 THE HEARING PARALEGAL: Yes, Mr. Panel Chair.
21 We have Dr. Davis -- Dr. Patrick Davis ready.

22 CHAIRPERSON GIUNTA: Okay. Thank you.

23 THE HEARING PARALEGAL: You're most welcome.

24 MS. FLOCCHINI: Okay. So the State Bar calls
25 Dr. Patrick Davis to testify.

CHAIRPERSON GIUNTA: Okay. Does the court stenographer swear him in -- there he is.

MS. FLOCCHINI: Yes, please.

PATRICK DAVIS, D.C.,
having been first duly sworn to tell the truth, the whole truth, and nothing but the truth, was examined and testified as follows:

DIRECT EXAMINATION

BY MS. FLOCCHINI:

Q. Good morning, Dr. Davis.

A. Good afternoon.

Q. It's Kait Flocchini and the Brady Bunch.

A. Yes, ma'am.

Q. Thank you for appearing today.

The other people on the screen, you can see our court reporter, Ms. Del Rio is attending the hearing -- she's the hearing paralegal -- and then the three other faces that you see on the screen are the panel members who are considering this disciplinary matter.

A. Yes, ma'am.

Q. Thank you for coming today. We appreciate it.

A. You're welcome.

Q. Could you just tell the panel briefly what you do for a living?

1 A. I am a chiropractic physician in
2 North Las Vegas, and I have two entities within one. I
3 have the Injury Solutions, which is for posttraumatic
4 events and rehabilitation processes, and then the Spine
5 Disc Nerve Doctor is wellness and preventive.

6 Q. Okay. Dr. Davis, do you know attorney Bradley
7 Bellisario?

8 A. I do.

9 Q. Okay. How did you -- how did you meet
10 Mr. Bellisario?

11 A. I actually knocked on his door,
12 De Castroverde's door and a couple of other attorneys'
13 when I first opened up because I needed legal solutions
14 for the Injury Solutions' side of my business, and that
15 was for posttraumatic events. So I was going through
16 and doing the medical side, and I was looking for a
17 local. I also -- Glen Lerner, but they never called me
18 back or got in contact with me.

19 So Brad called me back and we started what I
20 felt was a constructive, good business relationship
21 because he was local. He had brick-and-mortar right
22 down the road on Martin Luther King in this area.

23 Q. And did you have cases in common with
24 Mr. Bellisario over time?

25 A. Yes, ma'am. Yes.

1 Q. Did there come a time when you loaned money to
2 Mr. Bellisario?

3 A. I did.

4 Q. And can you tell us how that came about?

5 A. On our first case together, one of the cases I
6 referred to him, I gave to him -- or I reached out to
7 him and asked him, hey, I collected some med pay, and
8 if you have any kind of financial hardship or anything
9 or if you're having issues, I don't have a problem" --
10 because usually the attorneys would collect the med
11 pay. I collected the med pay and let him know that I
12 would be glad to give him a bridge loan if he had any
13 issues.

14 He did not accept right away. And then he
15 called me back, maybe, two or three weeks after the
16 fact and then said, "Hey, can I take you up on that
17 bridge loan?" And I said, "Certainly, as long as it's
18 secured and I get it back when we receive third-party
19 money."

20 So it was zero-percent interest. There was --
21 it was only to guide and help him because he had shared
22 with me that he was in financial -- he was experiencing
23 some financial hardship.

24 Q. Okay.

25 A. Yes.

1 Q. So you loaned -- do you remember how much
2 money you loaned him?

3 A. I'm going to reference what I had submitted to
4 Dawn, and I believe the first one was for \$5,000, and
5 it was December 12, 2018, was the note, and I -- the
6 check number that I gave him -- the check number -- the
7 check that he received from me was 1034 from Injury
8 Solutions' account, Wells Fargo. And it states in the
9 memo portion "personal injury loan," and it has the
10 patient's initial and date of injury.

11 Q. Okay.

12 A. And there was an instrument with zero-percent
13 interest because he was going to return that money
14 interest free sooner than later. This was not
15 something that was a long-term situation. It was just,
16 like I said, a bridge loan.

17 Q. Okay.

18 CHAIRPERSON GIUNTA: Can I interrupt real
19 quickly?

20 EXAMINATION

21 BY CHAIRPERSON GIUNTA:

22 Q. I haven't done any PI in a long time. You
23 said you had money from med pay?

24 A. Yes.

25 Q. Okay. Is that money to the client or is this

1 money to you?

2 A. To me.

3 Q. To you?

4 A. Yes.

5 Q. You got -- you get based on what? Why would
6 you have this money?

7 A. Okay. So I have an assignment of proceeds and
8 it was a claim -- the first party was USAA. So they
9 were -- I'll back up a little bit.

10 So it was two children, a mother and a son,
11 and they were impacted from behind. And med pay in
12 Texas, they would call it "PIP." Here they call it
13 "med pay." So it's for medical -- it's for medical
14 services rendered.

15 And the third party, I believe, was American
16 Family Insurance and the first party is USAA. So it's
17 no fault. It doesn't matter if it's their fault or
18 not. And I provided services, the assignment of
19 proceeds, and then I received money for services
20 rendered, but that's -- but that's part of the personal
21 injury claim, but I collected it.

22 Most attorneys will go and collect that
23 through their letter of representation. So they'll
24 collect any or all moneys. I did a direct bill, where
25 the attorneys typically will go and submit my bills and

1 collect the med pay and then put it into trust. So I
2 had the patient's permission to do a direct billing for
3 the services rendered and I collected \$10,000 per
4 person that was in that motor vehicle accident.

5 Q. So the mother and the -- you said there was a
6 mother and a daughter -- or a mother and son, I'm
7 sorry, that were in the accident?

8 A. There were four individuals in the car.

9 Q. Okay.

10 A. So it was the mother, a son and then two
11 children.

12 Q. Okay.

13 A. Yeah.

14 Q. And they didn't have an attorney at the time;
15 is that correct or they did?

16 A. I referred them to Brad and Brad said, "You
17 can go ahead and collect the med pay," and I said, "No
18 problem," and I provided the services. I submitted the
19 billing. And the insurance carrier sent to me four
20 checks for the services rendered.

21 And then, when I received those checks, I let
22 him know that, if he needed a spot loan, a bridge loan,
23 that I'd be glad to help him out, because, like I said,
24 he indicated that he was financially up against it --
25 you know, he was financially challenged.

1 Q. So that would have been you were paying his
2 fee? Is that what you are doing?

3 A. No.

4 Q. Because the money should go to the victims,
5 right, the people that you are treating?

6 A. No.

7 Q. No?

8 A. No. They would go to the doctor that's
9 providing a service to those individuals.

10 Q. Right. So why would it go to the -- why would
11 you offer it to -- I'm assuming Brad is the respondent;
12 is that -- Brad Bellisario?

13 A. Yes. Yes. I just offered a bridge loan
14 because I -- the bills were higher than just the 10,000
15 per person.

16 So I did comprehensive physical medicine
17 rehabilitation. This just wasn't for a couple of
18 thousand dollars. So bottom line, if, let's say, that
19 my bill was \$15,000 per participant, I'm still owed
20 \$5,000, but I would reduce my allocation. If there is
21 a third-party settlement and a first-party settlement
22 that's going into his trust, I just -- whatever my
23 allocation is supposed to be, I reduced it by the
24 amount that I collected from med pay.

25 Q. Okay.

1 A. Am I not explaining it well?

2 MS. FLOCCHINI: Yeah. If I can interrupt?

3 FURTHER DIRECT EXAMINATION

4 BY MS. FLOCCHINI:

5 Q. I think, my understanding -- and correct me if
6 I'm wrong, Dr. Davis -- is that med pay is a separate
7 type of recovery under car insurance -- an
8 auto insurance policy. It's separate from that claim
9 that we typically recognize as a settlement of a
10 personal injury claim; is that true?

11 A. Yes. Yes. And it kind of -- what some --
12 some attorneys will go, take the medical bills and
13 collect the PIP or the med pay and then they just put
14 it in the trust. But I have an assignment of proceeds,
15 and with that, the attorney did not give a directive to
16 the insurance carrier to send the money to him. I went
17 ahead and said, "I'll go ahead and bill the med pay,"
18 and then whatever allocation I agreed to on whatever is
19 owed to me, I'll reduce whatever the amount that I
20 collect. I'll deduct it from that bill and then I'm
21 paid the lesser of.

22 So let's say I had a \$20,000 bill. I collect
23 10,000 med pay. Then I'm only owed 10,000. I'm not
24 owed 20,000.

25 Q. And, Doctor, that 10,000, you would assert

1 that as a lien that you would then seek to have paid
2 through settlement in the separate proceeds; is that
3 accurate?

4 A. Well, no. The assignment -- ask it again.
5 I'm sorry.

6 Q. Yeah. So you have the remaining 10,000 owed.

7 A. Uh-huh.

8 Q. And then you would assert that as a lien?

9 A. Yes.

10 Q. And at the end of the day, when they receive
11 all of the settlement proceeds for any personal injury
12 claim --

13 A. Yes.

14 Q. -- that would -- you would want to be paid
15 from the disbursement from those proceeds?

16 A. They get credit for the medical and it's
17 paid --

18 So -- so if I have -- let's just say whatever
19 the medical bill was, I agree -- let's say that my
20 allocation is \$20,000 and I collected 10,000. Then I'm
21 owed 10,000. And if my allocation says I'm owed
22 another 5,000, then I would say "settlement in full
23 accord and satisfaction," I'm -- I'm -- you know, I
24 received an acceptable fee for the services rendered.

25 Q. Okay.

1 A. So it's the way -- if someone gets into a car
2 accident, they can use the med pay. Whether they're at
3 fault or not, they can use it -- it's basically like an
4 HMO/PPO insurance for auto accidents and I have it on
5 my insurance. So if I -- God forbid, I get into an
6 accident and it's my fault, I have USAA Insurance and
7 they would cover those expenses whether it's my fault
8 or not.

9 So with this situation, they had med pay. I
10 went ahead -- I had permission for the minors, as well
11 as to Tashaun and Dekasha, and I had permission to
12 collect that money. So I collected that money before
13 he was able to submit all of the dossiers for the
14 third-party claim.

15 They tendered 100,000 through American Family.
16 He collected that money, and then they offset it,
17 actually. The USAA, whatever I collected, they offset
18 it on the back end and then sent him another 40,000 and
19 some change.

20 So he did a disbursement model with MRIs and
21 all of that other stuff, and then he said, "This is
22 your allocation," and I reduced whatever was owed to me
23 with whatever I collected.

24 I just offered to him --

25 And I asked him is it okay for me to do this,

1 and he said, "Yeah, yeah, it's not a problem. I'm just
2 borrowing money."

3 So that is -- that's not my will house. I
4 just said, "I'm not" -- it's not ill-gotten gains. I'm
5 just giving you a bridge loan because I collected the
6 med pay before he collected the third-party and
7 first-party settlement. And then the patients actually
8 walked away. The claimants walked away with far more
9 money, more money than I collected and more than he
10 collected.

11 Q. Sure.

12 And so -- so focusing on the loan, the \$5,000
13 loan that you gave to Mr. Bellisario, that was secured
14 by any recovery that he would receive on behalf of
15 those clients, right?

16 A. Yes, ma'am.

17 Q. Okay. And did Mr. Bellisario repay those
18 funds to you?

19 A. The 5,000, yes. And -- yes, ma'am. And he
20 returned that on 3-13-2019 for \$5,000, Check No. 1259,
21 and it says at the bottom, "Repayment" -- and this
22 confirms the hardship -- "hardship note," and then it
23 says "Bellisario, Bradley."

24 So he documented in the memo that he was
25 experiencing hardship, he mentioned it to me and that's

1 why I offered it to him, because I was trying to help
2 him.

3 Q. Thank you.

4 MS. FLOCCHINI: And for the panel's reference,
5 although we're not pulling the documents up, all of the
6 documents that Dr. Davis is referring to are enclosed
7 in Exhibit 8.

8 I don't know if we need to be looking at them
9 necessarily. If you would like me to, I can pull them
10 up, but that contains the full documentation that
11 Mr. -- that Dr. Davis provided in response to the State
12 Bar subpoena. So --

13 THE WITNESS: And I know --

14 BY MS. FLOCCHINI:

15 Q. Let me ask, Dr. Davis.

16 A. Yes.

17 Q. Did -- did Mr. Bellisario just -- just come in
18 and make that payment when he was able to, or did you
19 have to ask for it?

20 A. I asked for it.

21 Q. Okay.

22 A. Because he disclosed to me that they tendered
23 policy limits. And I said -- and once he collected the
24 money, you know, because he was good about
25 disclosing -- okay. I collected the money and I'm

1 working on settlement reductions and such -- I just
2 said, "Hey, can I go ahead and will you please return
3 the money that -- the bridge loan I gave you because I
4 need that back?" And he did.

5 Q. And then did you loan Mr. Bellisario money
6 another time?

7 A. Yes, ma'am.

8 On that one I did not offer it. He asked me
9 for that. And I said, "Well, I'm fine with" -- because
10 he had paid me back on the first one, I said, "Okay.
11 But I want it to be secured. I don't want to do an
12 unsecured note. So I just want to make -- I just want
13 to be -- I just -- I work hard, do good documentation.
14 I have expenses. I'll do this, but it needs -- it
15 needs to be secured by something."

16 And he said, "Personal injury?" You know,
17 with some of the claims that we knew were coming in
18 that had tendered. I said, "That's fine, as long as I
19 get return of the funds."

20 Q. So what you're telling us is that
21 Mr. Bellisario was the one that offered to secure his
22 personal loan with his client's claims?

23 A. The second time. The first time I said, as
24 long -- the first -- and this is based on recollection.
25 This is awhile back.

1 First time, I said, "Okay, I'll -- I'll "--
2 you know, when I said, "Hey, if you're in -- you're
3 kind of in a situation and if you need some -- a spot
4 loan or a bridge loan, I'll help you out."

5 Then he, when he returned and said, "Hey, can
6 you help me out" -- two, three weeks later. I think it
7 was in that December -- I said, "Yes, as long as we
8 secure it with something," as long as I know I was
9 going to get it back.

10 On the second one, he goes -- he just
11 basically said, "Yeah, I'll go ahead and I'll secure it
12 with" -- and he listed some of the clients that we
13 expected to have money in.

14 And I just said, "That's no problem. I'll" --
15 you know, "As long as you get it back to me, I'm fine
16 with that."

17 Q. So Dr. Davis, Mr. Bellisario was the one who
18 offered to secure the personal loan -- the second
19 personal loan --

20 A. Yes.

21 Q. -- with the funds to be received on a client's
22 claim?

23 A. Yes, ma'am. The second time, yes, ma'am.
24 That's how I remember it.

25 Q. And -- sure. And that's all we ask for is

1 your best recollection and your truthful responses.

2 A. Yes, ma'am.

3 Q. Did Mr. Bellisario just come in and bring you
4 payment for that second loan?

5 A. As I recall -- and, again, this is my
6 opinion -- well, he didn't offer. I had to ask him,
7 and when he came in, he seemed slightly -- and this is
8 the micro-expressions. This is his body language. It
9 just seemed like he was not pleased with handing me a
10 check, because it took a little time -- I don't
11 remember the exact time, but I made a request. He
12 said, "Okay. I'll get back to you. Okay. I'll get
13 back to you. I'll get it taken care of." And then,
14 maybe, a week, week and a half later, two weeks after
15 my request, he brought it in.

16 But his body language, it just -- I would have
17 been hesitant to give him another one, because I just
18 didn't -- I wasn't -- the way I read it, the way I
19 felt, it just felt like this should be automatic just
20 return the money that I loaned you. You've already
21 received these other settlements, you know, and I'm not
22 charging interest. I'm justing trying to help you out.
23 So please just return what I -- I loaned you.

24 And so that's what I would say is, after --
25 after my experience on that one, he never asked for

1 another one and I never offered it, and I would have
2 declined a third time just based on how it felt. But,
3 again, that's just my opinion. I -- that's not --

4 Q. Sure. I understand.

5 A. Yeah.

6 Q. And just so that -- since we're not looking at
7 the documents directly, just so that we have the
8 information, how much money did you loan Mr. Bellisario
9 the second time?

10 A. The second time was \$4,500.

11 Q. Okay. So the first time was 5,000 and the
12 second one was 4,500?

13 A. Yes. Yes, ma'am. And what he put on the
14 first -- it was July 2, 2020, and it says at the bottom
15 on my memo, "secure personal injury loan hardship" and
16 then it cut off, because I had to get a copy out of the
17 bank -- from Wells Fargo. And then, when he returned
18 it, it was 7-24-2020 and it is says "loan repayment,"
19 and it's out of his trust, not out of his personal
20 account.

21 Q. Okay. Okay. I know that there is a lot of
22 information out there and this is just a small piece.

23 A. Yes.

24 MS. FLOCCHINI: So we appreciate you taking
25 the time to bring this to our attention. Those are all

1 of the questions that I have for you --

2 THE WITNESS: Yes.

3 MS. FLOCCHINI: -- personally. The panel,
4 like we talked before, the panel may have questions --
5 other questions for you, also. So I defer to the
6 panel.

7 THE WITNESS: Okay.

8 CHAIRPERSON GIUNTA: Do any of the members of
9 the panel have any questions?

10 Brian? Sarah?

11 MR. CATLETT: I do not.

12 CHAIRPERSON GIUNTA: Sarah?

13 No?

14 MS. ATWOOD: I do not.

15 Thank you for your testimony.

16 FURTHER EXAMINATION

17 BY CHAIRPERSON GIUNTA:

18 Q. Okay. So this was money that you had already
19 earned; is that right, Doctor? This isn't the client's
20 money? You don't consider this the client's money? It
21 was your money that was earned?

22 A. It's absolutely all of my money that I earned
23 because I have -- on the HIPAA form, it shows their
24 diagnoses, it shows the date of service and what was
25 actually performed through a CPT code. And that's

1 what's -- and that's whether it's M.D., D.O., D.C.
2 That's -- you know, that's -- it's all expressed in
3 codes.

4 So I render the service and I submit it to the
5 insurance carrier with the assignment of proceeds.
6 They're giving me -- with the assignment of benefits
7 and proceeds, they're giving me permission to use their
8 benefit, to collect it for the services rendered.

9 Q. Okay. All right. I just -- I used to do
10 personal injury a long time ago. I don't remember ever
11 a doctor ever loaning anybody money -- loaning an
12 attorney money. So it's kind of -- it's kind of
13 bizarre to me.

14 But you do this for all of the attorneys that
15 you work with, or is this just --

16 A. This was something that I did for him. I did
17 it for no other reason. I loaned it to him and then it
18 was returned back in the exact amount. So I just -- I
19 was just trying to help him out. I've never had to do
20 it with other attorneys because the attorneys I worked
21 with were well established.

22 Q. Yeah.

23 A. And I felt like he was a young -- he was --
24 you know, he was working for himself, just like me, a
25 one-man show and I was sympathetic to that. You have

1 these huge law firms that might have pre-lit 2- or
2 3,000 claims, and then you got the ones that are on the
3 litigation side.

4 So I -- I hope that helps.

5 And I've collected med pay on multiple claims,
6 not just this, but multiple claims in past and in
7 present, so. . .

8 Q. Okay. Yeah. All right. I don't want to get
9 hung up on -- yeah. No, I understand. I just -- I've
10 never experienced it before.

11 But he seemed like he didn't have any money,
12 and that's why you offered the first one -- the first
13 bridge loan to him?

14 A. Yes. I just -- yes. It was based on a
15 conversation where he -- he was on the outs with his
16 wife, and I was trying to encourage him to be positive
17 and say, "Hey, I hope you work through it," and he just
18 said he was kind of financially having a hardship and
19 that's --

20 When I collected that sum of money, I said,
21 "As long as I get this back, I'll be glad to help you,"
22 but I made sure to ask him, "This is proper, right?
23 It's not a problem for you?" And he was, like, "No.
24 No, I can accept it and I'll return it and it shouldn't
25 be a problem."

1 Q. Okay.

2 A. So I was, like, okay.

3 CHAIRPERSON GIUNTA: All right. Thank you,
4 Doctor.

5 THE WITNESS: Yes, sir. Yes, sir.

6 MS. FLOCCHINI: And is Mr. Davis released?

7 CHAIRPERSON GIUNTA: He is, unless he -- yeah.
8 Thank you.

9 THE WITNESS: I hope I didn't confuse anybody
10 through the med pay. I apologize -- I apologize, if I
11 did.

12 MS. FLOCCHINI: No problem.

13 Thank you very much for your time, Dr. Davis.

14 THE WITNESS: Thank you. You guys have a
15 great day.

16 Thank you.

17 (Dr. Davis exited videoconference.)

18 MS. FLOCCHINI: Assuming that Ms. Heath has
19 called in, Ms. Del Rio, the Bar would like to call
20 Christine Heath to testify.

21 THE HEARING PARALEGAL: Yes, ma'am.

22 CHAIRPERSON GIUNTA: Okay. Do we -- are --
23 Okay. So we have Ms. Heath. Is the
24 stenographer going to swear her in?

25 COURT REPORTER: Will do.

CHAIRPERSON GIUNTA: Thank you.

(Ms. Heath sworn.)

MS. FLOCCHINI: We're not hearing you. I'm
sorry.

THE WITNESS: Can you hear me?

MS. FLOCCHINI: Yes.

THE WITNESS: I'm sorry. I had surgery on my
neck on Monday. So I sound way different when I did
the last time you guys talked to me.

COURT REPORTER: Did you hear me swear you in?

THE WITNESS: Yes, ma'am.

COURT REPORTER: Okay.

Thank you, Counsel.

CHAIRPERSON GIUNTA: Okay. Did you -- did she
solemnly affirm that she was going to tell the truth?
I'm sorry. I must have missed that.

THE WITNESS: Yes, sir.

CHAIRPERSON GIUNTA: Okay. Thank you.

CHRISTINE HEATH,
having been first duly sworn to tell the truth, the
whole truth, and nothing but the truth, was examined
and testified as follows:

DIRECT EXAMINATION

BY MS. FLOCCHINI:

Q. Good afternoon, Ms. Heath. Thank you for

1 taking the time. I know that this is a difficult time
2 for you. So we're -- I will be as brief as I can. So,
3 thank you.

4 And we might need -- you might need to be
5 close. I don't want to ask you to do something that is
6 difficult physically, but you might need to be close
7 because we didn't pick up some of your statement there.

8 A. All right. Let me see if -- I don't know how
9 to put this on speakerphone.

10 Yeah. I don't know how to do that.

11 Okay. I'll just hold onto it.

12 Q. Okay. We'll go quickly.

13 Thank you, Ms. Heath.

14 A. No problem.

15 Q. Ms. Heath, did you hire Mr. Bellisario to
16 represent you in a matter?

17 A. Yes, ma'am.

18 Q. What kind of case?

19 A. It was a car accident case.

20 Q. Okay. And did you receive settlement for --
21 for your claims from the car accident?

22 A. For my own, yes.

23 Q. Okay. And do you remember how much money you
24 received in total for the settlement of your claims?

25 A. Just a little -- about 30 -- I think it was

1 like 31- or 32,000.

2 Q. Okay. You personally received that much?

3 A. Yes, ma'am.

4 Q. And do you remember how much the total
5 settlement amounts were for your claims?

6 A. 125,000. We capped out on my insurance.

7 Q. Okay. And I'm going to try to share my screen
8 here.

9 A. Sorry. Don't mind me. I have to spit in a
10 bottle because I can't swallow.

11 Q. Oh. Good times.

12 Ms. Heath, do you see a document -- a picture
13 of a document on your screen?

14 I'm sorry?

15 A. I'll have to repeat that. Mr. Bellisario paid
16 me with a check stating that everything got paid out.

17 Q. Okay. And for reference for the panel, the
18 document that I'm showing is marked as Exhibit 4,
19 page 22.

20 And on this sheet, Ms. Heath, I'm enlarging it
21 a bit. Hopefully, you can see it. It identifies
22 receipt of the \$125,000 funds, and then it identifies
23 that there was a disbursement to Injury Solutions,
24 right?

25 A. Yes, and that was Dr. Patrick Davis.

1 Q. And do you know if that payment was made?

2 A. Yes, ma'am, it was.

3 Q. Okay. It also indicates that there should be
4 funds paid to Las Vegas Radiology. Do you know if that
5 payment was made?

6 A. I do not.

7 COURT REPORTER: I'm sorry. Can you repeat
8 that? I didn't hear you.

9 THE WITNESS: For the Las Vegas Radiology, no,
10 ma'am. I even have a bill for, like, \$6,000 for an MRI
11 from back then that was never paid.

12 BY MS. FLOCCHINI:

13 Q. So Las Vegas Radiology has contacted you in an
14 attempt to receive payment --

15 A. Collect the debt, yeah.

16 Q. -- for that?

17 A. To collect the debt.

18 Q. Do you know if Dr. Ong was paid?

19 A. I'm not sure. They said that they didn't get
20 any payment, but he charges, I guess, \$500 to write a
21 letter. So I'm not sure. That's like a personal
22 agreement between him and Mr. Bellisario.

23 Q. Okay. Is Dr. Ong asking you to make any
24 payment to him from services he provided to you?

25 A. They contacted me in regard to --

1 I'm so sorry, honey.

2 They contacted me in regards to a late bill,
3 and I told them that I should have been settled out in
4 my case. And they said that they were going to further
5 look into it. And I told them to give me a call if
6 they needed anything else, and they haven't contacted
7 me back yet.

8 Q. Okay. Also, on this sheet is Multus Medical.

9 A. I have no idea who that is.

10 Q. Okay. Has Multus Medical contacted you
11 seeking payment?

12 A. No. I've never heard of them.

13 Q. Okay. Do you -- how about there's also a
14 Medicaid lien on there.

15 A. Yeah. That was when I first went to the
16 hospital after the car accident --

17 Q. Do you --

18 A. -- and that never got paid either.

19 Q. Okay. And -- and then there's identification
20 of attorney's fees. There's a line that identifies
21 Less Preferred Capital Funding lien for \$6,100.

22 A. Yes.

23 Q. Do you know if that was paid?

24 A. No, ma'am, it was not. They contacted me six
25 months after the case had closed, and they had asked me

1 if I had any contact with Mr. Bellisario, because they
2 had been trying to get ahold of him for six months.
3 This was at the beginning of the year. I guess that
4 was six months after the case had closed. And I gave
5 them the date that it had closed and everything. They
6 said they had not been able to get ahold of him, but
7 they're going to look into it further and file a
8 complaint because -- in their contract with him -- that
9 he was supposed to pay it off the top end.

10 Q. Okay. And, ma'am, did you contact
11 Mr. Bellisario to see if he had made these payments
12 when the provider started contacting you?

13 A. Yeah. I've tried getting ahold of him. There
14 has been a couple of times to where he has asked me to
15 meet him at his office. And I would sit there for an
16 hour waiting for him. He would show up and then tell
17 me that he doesn't have the paperwork or he doesn't
18 have what he's supposed to be bringing me. That I
19 would have to come back another time.

20 And I was like, well, what was the point of
21 making the appointment for me to come over here if
22 you're not going to have it? And then I come to find
23 out that he moved out of his office.

24 Q. And did Mr. Bellisario ever tell you that
25 he -- after the first time, when he told you initially

1 that he was going to pay these liens on your behalf
2 using your settlement funds, did he represent to you
3 later that he was going to do that, again?

4 A. He told me that he already paid them, because
5 when State Farm, for the other girl that had hit me --
6 Hers was 25,000 and I told him, okay, out of that
7 25,000, can you please go pay Preferred Capital for me
8 for the loan, because I had to get a new car. And he
9 said, yes, he'll go ahead and send them over the check,
10 and he stated that -- he told me many times that he
11 sent over the check to them. He doesn't know why that
12 they don't have it. And I was, like, well, can I have
13 the check number? Can I have any of the information so
14 I can relay it to them, because you're not talking to
15 them, not having any type of communication. And he --
16 that's when he tells me he'll get me the information.
17 But he never did and then he went MIA.

18 Q. Okay. Okay. So you still have outstanding
19 debt because of the liens that were associated with
20 your personal injury claim?

21 A. And this surgery was supposed to happen back
22 then, too. It's just gotten a lot worse since then
23 because nothing was taken care of.

24 Q. Okay. I'm sorry. I'm sorry that it's been so
25 difficult for you. It sucks. It doesn't look

1 comfortable.

2 A. It's not and -- and it's funny, because my
3 wife, she's just like, you -- so I'm like, oh, no, no.

4 This isn't permanent, I hope, and I was, like,
5 I hope not either.

6 Q. Yes, I understand. I do. I do.

7 Well, we will -- we will stop asking you to
8 hold onto a phone or, at least, I will. The panel may
9 have additional questions for you --

10 A. Oh. It's on the table.

11 Q. -- at this time.

12 Okay. Okay.

13 A. I'm sitting in front of it.

14 MS. FLOCCHINI: Those are all of the questions
15 that I have.

16 Thank you, Ms. Heath.

17 THE WITNESS: All right.

18 CHAIRPERSON GIUNTA: Do any of --

19 Brian or Sarah, do you have any questions for,
20 Ms. Heath?

21 MR. CATLETT: I don't. Thank you.

22 CHAIRPERSON GIUNTA: No?

23 Ms. Atwood, anything?

24 MS. ATWOOD: I have no questions.

25 No questions. Thank you.

1 CHAIRPERSON GIUNTA: Okay. Thank you.

2 Well, you look -- you look pretty
3 uncomfortable, Ms. Heath. I -- I don't think I have
4 anything to ask you. I appreciate you coming in to
5 testify.

6 THE WITNESS: They're giving me morphine and
7 hydrocodone and none of that stuff is working.

8 CHAIRPERSON GIUNTA: Oh, yeah. That's not --
9 that's not good for you. Okay.

10 THE WITNESS: Yeah. So I'm just kind of
11 pushing through it.

12 CHAIRPERSON GIUNTA: Good luck.

13 THE WITNESS: All right. Thank you.

14 CHAIRPERSON GIUNTA: Okay.

15 MS. FLOCCHINI: Thank you very much, ma'am.

16 CHAIRPERSON GIUNTA: All right. Thank you.

17 THE WITNESS: Thank you. You have a great
18 day.

19 CHAIRPERSON GIUNTA: You, too.

20 THE WITNESS: Bye.

21 (Ms. Heath exited videoconference.)

22 MS. FLOCCHINI: Okay.

23 CHAIRPERSON GIUNTA: Do we have a new --
24 Okay. We got somebody else coming up?

25 MS. FLOCCHINI: Yeah. So at this point, the

1 Bar would like to call the State Bar investigator, Dawn
2 Meeks, to testify, if there's nothing else the Chair
3 wants to do right now.

4 CHAIRPERSON GIUNTA: No. That's -- that's
5 fine. Thank you.

6 MS. FLOCCHINI: Okay. Thank you.

7 DAWN MEEKS,
8 having been first duly sworn to tell the truth, the
9 whole truth, and nothing but the truth, was examined
10 and testified as follows:

11 CHAIRPERSON GIUNTA: Go ahead, Kait.

12 MS. FLOCCHINI: Okay. Thank you.

13 DIRECT EXAMINATION

14 BY MS. FLOCCHINI:

15 Q. Good afternoon, Ms. Meeks. Could you please
16 identify for the panel --

17 So, what do you do for the State Bar?

18 A. I'm a senior and paralegal investigator.

19 Q. And how long have you been an investigator --
20 well, an employee of the State Bar?

21 A. Sixteen years.

22 Q. And during that time, have you -- have you
23 always investigated grievances that the Office of Bar
24 Counsel receives?

25 A. Yes, always.

1 Q. Have there been different titles for your
2 position along the way?

3 A. Yeah. Various titles, but I consistently was
4 an investigator and a paralegal.

5 Q. Okay. Thank you.

6 And what do you do in investigating a
7 grievance?

8 A. We receive grievance from various parties,
9 opposing counsel, clients, banks, judges, whatever, and
10 we'll send out letters of investigation to the
11 respondent, gather information from third parties and
12 from the client, do interviews.

13 Q. And before we -- before we get into what you
14 did with this grievance, Ms. Meeks, do you have any
15 certifications associated with your job as a paralegal
16 investigator?

17 A. I am a certified paralegal through the
18 National Association of Legal Assistants. So I'm
19 required to maintain 50 CLE credits every five years,
20 which is about ten a year.

21 Q. Okay. And we're -- we're here today for five
22 particular grievances. Were you the investigator
23 assigned to handle those grievances prior to the
24 complaint being filed?

25 A. Yes, I was the second investigator assigned.

1 Laura Peters, my colleague in the Reno office,
2 was on, I believe, the first matter for like a month or
3 so and then it was reassigned to me.

4 Q. Okay. So in those five grievances, did you
5 send letters of investigation to Mr. Bellisario
6 regarding the matters?

7 A. Yes.

8 Q. Did you receive any responses from
9 Mr. Bellisario for any of the grievances that are in
10 this disciplinary matter?

11 A. No, I have not.

12 Q. Okay. One of the grievances that you received
13 was an overdraft notification from Wells Fargo Bank,
14 correct?

15 A. Yes.

16 Q. And tell us about the overdraft notification.
17 What happened?

18 A. We received an overdraft notice for his
19 attorney-client trust account at Wells Fargo Bank for
20 non-sufficient funds related to a Kabbage loan
21 transaction.

22 Q. And what is your custom and practice when you
23 receive an overdraft notification from a bank regarding
24 an attorney's client trust account?

25 A. We have a standard form letter that we send

1 out called the "overdraft letter" where we request from
2 the attorney to provide bank records and statements,
3 deposits, checks, ledgers and journals for the six
4 months prior to the overdraft to present, and we asked
5 for them to explain why the overdraft occurred and what
6 they've done to correct that.

7 Q. If you could just estimate for us how many
8 letters like this have you sent out in the last year?

9 A. In the -- in the past year, probably about 20
10 to 30, because we do similar letters, not just with
11 overdrafts, but with any type of accounting funds,
12 like, a client saying they didn't get their settlement.
13 So I would say, if you add those in, it would
14 definitely be along the 50-ish range.

15 Q. Okay. And can you tell us, what's the --
16 what's the goal or the purpose behind investigating
17 when there's allegations of problems with client trust
18 accounts?

19 A. Well, the primary duty of an attorney is to
20 safe keep the client funds or client or third-party
21 funds in a trust account. Our mission at the State Bar
22 is to protect the public and the integrity of the
23 profession. So it's very important that an attorney
24 participate actively when we're asking question about
25 the IOLTA account, especially since it's a

1 self-regulated profession.

2 Q. Okay. We've already identified that
3 Mr. Bellisario didn't respond to the request for
4 information regarding overdraft. Since there -- well,
5 what else would you normally do when you receive an
6 overdraft notification for a client trust account?

7 A. If we don't receive a response from the
8 attorney or they're taking too long or we're just
9 really concerned about what the notification was for --
10 in this instance, a Kabbage loan tied to his trust
11 account, we would subpoena the bank records to
12 independently verify what was going on in the account.

13 Q. And was that done in this case?

14 A. It was.

15 Q. I'm going to --

16 MS. FLOCCHINI: Chair, I was remiss in not
17 requesting that Exhibit 9 be admitted into evidence
18 during the prehearing conference. I will represent
19 that Exhibit 9 is a subpoena log. And I can have
20 Ms. Meeks lay a foundation or I can -- I can screen
21 share it and then ask her to lay the foundation.

22 It's at the Chair's discretion, which would
23 you prefer?

24 CHAIRPERSON GIUNTA: That would be fine. If
25 you want to have her take a look at it and lay a

1 foundation right now.

2 MS. FLOCCHINI: Okay. Thank you.

3 There we go. Let me screen share here.

4 BY MS. FLOCCHINI:

5 Q. Ms. Meeks, I am showing on the screen share
6 what has been marked as SBN Exhibit 9. Do you see the
7 document?

8 A. I do.

9 Q. And it's titled "Subpoena Log." Is this the
10 subpoena log that you prepared after receiving
11 documents from Wells Fargo Bank?

12 A. Yes.

13 Q. And what all did Wells Fargo provide to the
14 State Bar in response to the subpoena?

15 A. We sent a few subpoenas to refresh bank
16 records and when we started noticing other items that
17 were popping up in the transact- -- or in the
18 transactions that I was reviewing. But, overall, we
19 received two IOLTA accounts, one for Bellisario Law,
20 LLC, and one for Bellisario Law, P.C. We received
21 operating accounts for both LLC and P.C., his personal
22 account and a joint account with his wife, a savings
23 account for his child. I believe that is it.

24 Q. And did you review all of the bank records
25 that the State Bar received in response to the

1 subpoena?

2 A. I did.

3 Q. When you received the bank records, what did
4 you -- besides just reviewing them, what did you do
5 with the information?

6 A. For the two IOLTA accounts and one of the
7 operating accounts, I inputted every transaction that
8 occurred on the statements, like a running daily
9 balance, to include everything that was on statements,
10 all of the deposits and all of the checks. So I
11 manually entered all of that to reconstruct an
12 accounting to try to figure out what was going on in
13 his trust accounts.

14 Q. What program did you use to do the accounting
15 reconstruction?

16 A. Excel.

17 MS. FLOCCHINI: Okay. And before I get too
18 far, Chair, I ask that Exhibit 9 be admitted.

19 CHAIRPERSON GIUNTA: Yes, it will be admitted.

20 Thank you.

21 (Exhibit 9 admitted into evidence.)

22 BY MS. FLOCCHINI:

23 Q. Ms. Meeks, after you reviewed all of the bank
24 records that Wells Fargo provided and prepared those
25 accountings, what did you generally find with respect

1 to the funds in Mr. Bellisario's client-trust account?

2 A. That there was misappropriation and
3 commingling.

4 Q. Okay. I'm going to share -- let's see here.
5 I am attempting to share what has been marked
6 as Exhibit 10b. Do you see that on the screen,
7 Ms. Meeks?

8 A. I do.

9 Q. And before we get too far into 10b, which is
10 identified as the client-trust account ending in 8817,
11 did you do a similar chart for the client-trust account
12 ending in 7867?

13 A. I did.

14 Q. And what did you find happened with funds that
15 were in that client trust account?

16 A. He opened the account with \$50 and -- in, I
17 think, April of 2020, and, basically, that was the only
18 funds that were deposited into that account where he --
19 and then, eventually, he removed the \$50. So there was
20 a zero balance starting, like, mid-2021.

21 Q. Did your review of the records indicate that
22 any client funds went into or were transferred out of
23 the account ending in 7867?

24 A. No. He never used it.

25 Q. Okay. So all -- any transactions involving

1 client funds would have been through this account that
2 ends in 8817 or, I guess, hypothetically, he could have
3 used an operating account, right?

4 A. Correct.

5 Q. Okay. And as part of your accounting that you
6 created, you created some individual tables using the
7 information for the accounting, right?

8 A. Yes, I did.

9 Q. How does that work? Can you explain to the
10 panel how you created these tables that are on the
11 screen right now as page 36 of Exhibit 10b?

12 A. Yes. In the daily balance that I -- the chart
13 that's right before that, you'll see all of these
14 headers that say "Date," "Debit," "Credit," "Trust
15 Balance," "Payor," "Client," those type of things. I
16 can filter and create little mini subaccounts based on
17 whichever column I wish to filter it by: by date, by
18 client, by memo, by color. I was using a lot of color
19 codes to try to keep track of things in this account.

20 Q. Okay. The table that's here on page 36
21 indicates that there was money transferred from a
22 personal account into the trust account, right?

23 A. Yes.

24 Q. Why did you pull those out separate?

25 A. Because those were deposits that were made

1 in -- personal funds that were deposited into the trust
2 account which would be evidence of commingling. I
3 could not find any relation to a client deposit that
4 would have occurred into those accounts immediately
5 prior or in the time vicinity around that transfer.

6 Q. Okay. So that small table indicates to you
7 Mr. Bellisario's personal funds that he put into his
8 client trust account?

9 A. Yes.

10 Q. And then there's a table here about transfers
11 from the trust account to personal accounts, right?

12 A. Correct.

13 Q. And why did you compile this separate table?

14 A. Because it's other -- it's a further evidence
15 of commingling. The best practice would be for the
16 attorney to keep his personal funds 100 percent
17 separate from the trust account. So, you know, if he's
18 going to pay himself for attorney fees, for example,
19 deposit those or transfer those to an operating
20 account, not a personal account. Keep your -- in that
21 personal distance from the trust.

22 But also the figures that were involved in
23 this, the majority of his practice was personal injury,
24 and it's always a red flag when I see transfers going
25 from a trust account to any account, really, with

1 varying numbers, even amounts. They -- most attorneys
2 have a third retainer agreement. Usually, you would
3 see something that ends with, like, 33 cents or
4 something. So it's very unusual to see so many
5 transactions in even numbers.

6 Q. Okay. And as I'm scrolling through the
7 document, we're at page 39, which is a separate table.
8 It's titled "Zelle transfers."

9 Ms. Meeks, what is Zelle?

10 A. Zelle is unique. I think, mainly, Wells Fargo
11 started it. It's similar to, like, Venmo, Paypal,
12 something of that nature. You can transfer funds from
13 your account and you can Zelle it to another
14 individual.

15 For example, if I wanted to send you money to
16 thank you for buying me a coffee today, I could use
17 your cell phone number and send you the \$5 for the
18 coffee. So if I could either Zelle you the money from
19 using your email account or your phone number.

20 Q. Thank you. I am grateful that the transcript
21 won't show that I mispronounced the word.

22 A. It's okay. I had to also ask Wells Fargo when
23 I called to ask for a ledger of this. I said, "Is it
24 'Zel-lie'? 'Zelle'? How do I say it?" So it's all
25 good.

1 Q. Thank you.

2 Ms. Meeks, why did you pull these particular
3 transactions out and put them in a separate table?

4 A. Because I did not see any deposits relating to
5 any one with the -- this name. And like I said, he
6 handles personal injury cases.

7 So the checks from the insurance companies
8 will have his law firm name and a client name, and I
9 could not find anything relating to these individuals.

10 Q. So your review of the bank records indicate
11 that the individuals identified as the payee for each
12 of these Zelle transfers was not a client of
13 Mr. Bellisario who would have received funds that would
14 be deposited into the client trust account, right?

15 A. That is correct.

16 Q. The next chart that is on page 40 of
17 Exhibit 10b is titled "Kabbage." Can you tell us why
18 you pulled these particular transactions out into a
19 table?

20 A. Yes. As I mentioned earlier, the initial
21 overdraft was for a Kabbage loan. I was able to locate
22 the Kabbage loan being deposited directly into the
23 operating account. It was for \$23,000 and it was done
24 in August of 2019.

25 Mr. Bellisario was making payments directly

1 from his operating account to repay the Kabbage loan,
2 which is a personal loan. It's not related to a
3 client. So there would be no reason for any trust
4 account funds to be utilized to pay this loan.

5 That first line on October 14th shows the NSF
6 return item fee for that transaction. That's what
7 prompted the Bar to investigate the overdraft.

8 Q. And did you review Mr. Bellisario's operating
9 and personal accounts at the time that the -- the
10 first -- the first attempt by Kabbage to withdraw funds
11 from the client trust account?

12 And then it looks like there is a second
13 attempt on 10-23.

14 Did you review Mr. Bellisario's other bank
15 accounts to see whether or not there were funds
16 available in those accounts for paying this personal
17 loan?

18 A. Yes. I -- I wanted to see what his -- what
19 the pattern was. Was this just a random once, accident
20 type of thing or was there a consistency in making
21 payments? And I didn't find that -- when the payment
22 in October was to be made from the operating account,
23 he was overdrawn about \$850. So it would indicate that
24 he intentionally transferred the account number -- or
25 gave the account number for the trust account to

1 Kabbage to have it processed through his trust account.

2 Q. Ms. Meeks, starting on page 1 of Exhibit 10b,
3 it looks like there are a number of what are identified
4 as client ledgers. Can you explain to the panel what
5 you were doing with these tables?

6 A. Yes. Like, it -- we have to reconstruct the
7 accounting because he didn't participate. So I'm
8 really at the mercy of the bank records and what the
9 bank records show.

10 As I mentioned earlier, we can filter the
11 columns. So to the best of my ability, I applied as
12 many transactions as I could to a specific client. So
13 I was able to note it, all of the credits and all of
14 the debits. And then I just created little mini
15 accountings for each of those clients and how much
16 should be in the account still to this day if he had
17 safe kept their funds.

18 Q. On this first page, page 41 that I'm looking
19 at, in the top row it starts with date and then debit,
20 credit, client balance and so on and so forth all of
21 the way across the page, and the last column is labeled
22 "balance owing."

23 Do you see that?

24 A. Yes.

25 Q. And then there's a number for some of

1 clients -- you know, associated with the table for some
2 of the clients in that balance-owing column.

3 A. Yes.

4 Q. What is that number?

5 A. That's the number that, to the best of my
6 ability, I have determined should still be in the trust
7 account that I could not account for with the bank --
8 with the banking documents I had.

9 Q. So that's the amount that you think
10 Mr. Bellisario should still be holding for each of the
11 respective clients?

12 A. Correct.

13 Q. And I'm just going to go to the last page
14 here.

15 Well, that didn't work as well as I was hoping
16 it would.

17 If we go to page 52 of Exhibit 10b, that's the
18 end of the general client ledgers.

19 A. Uh-huh.

20 Q. You've identified a grand total that you
21 believed Mr. Bellisario should still be holding on
22 behalf of clients at the time that you did this chart,
23 right?

24 A. Yes.

25 Q. And what's that total?

1 A. \$260,267.21.

2 Q. Okay. I want to specifically look at the
3 funds related to Ms. Heath's settlement. We just --
4 the panel just heard testimony for Ms. Heath with
5 respect to the settlement funds that she received.

6 Do you remember how much Ms. Heath was
7 supposed to receive in settlement of her personal
8 injury claims?

9 A. Her portion or the total that she received
10 from the settlement -- from the insurance companies?

11 Q. The total.

12 A. There was \$125,000.

13 Q. I am taking us to page 29, I thought.

14 Ms. Meeks, do you remember when Ms. Heath
15 received the first portion of her settlement proceeds?

16 A. I did prepare a chart on that for her
17 specifically and that she received it in January -- in
18 January of 2020.

19 Q. Thank you, and I'll take us there. We're
20 looking at page 60 of Exhibit 10b.

21 And, Ms. Meeks, did you prepare this chart
22 also that's on page 60?

23 A. I did, yes.

24 Q. And how did you -- how did you select the
25 items that are in this chart?

1 A. Just by filtering it by her name. If I could
2 apply her name to a check that was written, if he wrote
3 it in the memo section, then I was able to account it
4 toward her ledger.

5 Q. And there's -- there's a line in this chart
6 that I see is highlighted in green, but it's dated
7 2-3-20. Is that -- can you explain to us that
8 particular line, why you included that here.

9 A. Yes. There -- if I was not able -- when he
10 would do -- when Mr. Bellisario would do transfers from
11 the trust account to any account, he can put a memo in
12 there and it would appear on the bank statement that
13 it's for whatever: for Christine Heath, for, you know,
14 whichever client. He did not do that all of the time.
15 There were very few instances in which that appeared on
16 the bank statement.

17 In this case, I saw the transfer to the
18 operating account for 7,885, and when I reviewed the
19 distribution sheet, that amount would have been an
20 approximate amount of his attorney fees at that -- if
21 he took it out at that time for that -- for the first
22 settlement of \$25,000.

23 Her settlement was for \$25,000 and even though
24 there was only a credit of 23,575, I don't want that to
25 be -- I don't want the panel to be misled on that.

1 There were two separate checks that were written from
2 the insurance company. She had a prior attorney. So
3 the attorney had a lien. That lien was paid directly
4 from State Farm. So it -- there were two checks
5 separate written.

6 Q. I see in this chart that a lien amount was
7 paid to Injury Solutions from that initial settlement
8 amount and then you identify what you believe to be a
9 disbursement of attorneys fees. How much money should
10 Mr. Bellisario have been holding for Ms. Heath after
11 April 20th of 2020?

12 A. \$7,281.67.

13 Q. Okay. I want to hold that number in our
14 brains, 7,281.67, and go to page 30 which is part of
15 the daily balance accounting that you created for
16 account No. 8817. On this page is the second of -- the
17 deposit of the second settlement that Ms. Heath
18 received.

19 Do you see that?

20 A. I do. It's the third line down.

21 Q. Okay. What was the balance in
22 Mr. Bellisario's trust account prior to his receipt of
23 that \$100 on behalf of Ms. Heath?

24 A. \$30.02.

25 Q. Were you -- and how much was Mr. Bellisario

1 supposed to be holding for Ms. Heath at that time?

2 A. 7,281.

3 Q. Okay. So we're missing, at least -- we're
4 missing over \$7,000 on behalf of Ms. Heath at that
5 point?

6 A. Yes.

7 Q. I see here that there was a transfer of
8 \$30,000 to Mr. Bellisario's operating account which
9 ends in 7891 and a 4,250 -- or, yeah, \$4,250 transfer
10 into Mr. Bellisario's operating account ending in 8866
11 immediately after he received Ms. Heath's settlement
12 funds.

13 Why did you not put those in Ms. Heath's
14 chart?

15 A. Because, based on the distribution sheet that
16 we were able to receive, his attorney fees -- the total
17 attorney fees at one-third were -- including costs that
18 were owed back to him was \$40,019.04. He already
19 received \$7,885, leaving the balance owing to him to be
20 32,134.

21 I didn't apply it in this instance because I
22 couldn't ascertain whether or not that 30,000 was
23 specifically applied with that --

24 From that 32,000, if you add it with the 42-,
25 he overpaid himself. I didn't know who to apply that

1 money to.

2 Q. I understand.

3 We see on this chart that Ms. Heath was given
4 a check for just over \$33,000, right?

5 A. Correct.

6 Q. And then Injury Solutions received a check for
7 \$31,560.71.

8 A. Correct.

9 Q. So when we add up all of those four line items
10 that we just discussed, was there any money remaining
11 for Ms. Heath in Mr. Bellisario's trust account as of
12 July 24, 2020?

13 A. Very little.

14 Q. Okay. I'm going to look at -- I want to drill
15 into those transfers there that were made to operating
16 account 8866, and to do that I'm going to pull up
17 Exhibit 9g.

18 Does everyone see the document on my screen,
19 or did we lose it?

20 A. We can see it.

21 Q. Thank you.

22 I'm focusing in on the statement that's dated
23 July 31, 2020. And just for purposes of clarification,
24 Ms. Meeks, is this one of the bank records that you
25 received in response to the subpoena to Wells Fargo

1 Bank from Mr. Bellisario?

2 A. Yes, it is.

3 Q. I've scrolled down to -- there's page numbers
4 all over the place -- page 199 of Exhibit 9, and it
5 looks like this is actually identified as 9h. So I
6 will put a pin in that and clarify that.

7 Ms. Meeks, do you see where the transfer was
8 made from Mr. Bellisario's trust account for \$4,250?

9 A. Yes. It's on July 21st, like, kind of a
10 little bit about halfway up on the page.

11 Q. And how much money was in Mr. Bellisario's
12 account prior to that -- those funds being transferred
13 in?

14 A. He was overdrawn, it looks like, about \$580.

15 Q. Could you find any costs or fees that were
16 paid out of this account related to Ms. Heath's --

17 A. No.

18 Q. -- lienholders or anything?

19 A. No, I could not.

20 Q. And I'll pull up Exhibit 10d here.

21 Can you tell us what 10d is?

22 A. It's the -- I'm sorry. I interrupted.

23 Did you --

24 Okay. It's the operating account ending in
25 7891 for the Bellisario Law, LLC, account.

1 Q. And is this a document that you prepared?

2 A. I did.

3 Q. And what did you use to prepare this
4 accounting document?

5 A. The documents we received from the bank: bank
6 statements, deposits, withdrawals, checks, transfers.
7 Everything that was provided by the bank.

8 Q. Thank you.

9 On page 3 of the -- of Exhibit 10d, do you see
10 where the \$30,000 deposit was made into this account
11 from Mr. Bellisario's client trust account?

12 A. Yes. It's about the fourth line down.

13 Q. And what happened with that money?

14 A. He withdrew it in the branch the same day.

15 Q. So, essentially, put cash in his pocket?

16 A. Yes.

17 Q. Did you find that there was -- there were any
18 payments to lienholders or Ms. Heath from this
19 operating account?

20 A. No, I could not find anything.

21 Q. So that was 3,400 -- try again -- 34,250 that
22 Mr. Bellisario took out of Ms. Heath's settlement funds
23 and used personally?

24 A. Yes.

25 Q. Let's go back to Exhibit 10b.

1 Right after Mr. Bellisario received
2 Ms. Heath's funds, we've got a receipt of settlement
3 funds on behalf of three members of the Aguilar family.

4 Do you see that?

5 A. I do on July 23rd.

6 Q. And my rough math is that there's
7 approximately \$65,000 that Mr. Bellisario received; is
8 that fair?

9 A. Yes.

10 Q. What did your analysis show happened with that
11 \$65,000?

12 A. He used some of that to pay a personal loan
13 back to Dr. Patrick Davis for 4,500. He also paid a
14 settlement, money that was owed on -- to Lorenzo
15 Saladana Rodriguez for his settlement that was received
16 about a week before the \$100,000 in Heath that was
17 already gone, as you could see, by the entry of
18 7-14-20. The balance was \$30.02.

19 Q. Okay. So he pretty quickly used up \$7,500.

20 A. Yes.

21 Q. And then do you see, as we scroll down here,
22 we've got a withdrawal of \$30,000?

23 A. Yes.

24 Q. What is your understanding of that? Did that
25 go into some other bank account?

1 A. I couldn't find where it went. I -- we -- one
2 of the things that I asked for from the bank was any
3 cashier's checks or anything that would have been
4 issued. I couldn't find anything that would reflect
5 that \$30,000. I couldn't find a deposit anywhere in
6 any of the accounts that I had to review of that
7 30,000.

8 Q. So is it fair to assume that -- that that
9 \$30,000 was Mr. Bellisario putting money into his
10 pocket?

11 A. Yeah.

12 Q. So on July 21st he withdrew \$30,000 from his
13 Heath settlement funds and put it in his pocket, right?

14 A. Yes.

15 Q. And then July 28th he withdrew \$30,000 from
16 the Aguilar family settlement funds and put it in his
17 pocket?

18 A. Yes.

19 Q. Okay. Do you see the other transactions on
20 this chart that happened on 7-28?

21 A. Yes. He withdrew 17,000 and 5,000, also --
22 well, transferred it -- to his Bellisario -- I'm
23 sorry -- Bellisario Law, P.C., operating account ending
24 in 7891 or to the LLC op account ending in 8866.

25 Q. So just to summarize, Mr. Bellisario received,

1 eventually, \$65,000 on behalf of the Aguilar family on
2 the 23rd. And if I'm doing my math right, we've got --
3 47, 52 -- we've got \$56,000 that he has withdrawn and
4 taken to his personal accounts within less than a week,
5 right?

6 A. Yeah. Yes.

7 Q. And another 3,000 that he paid to a client
8 that should have been paid from prior funds, right?

9 A. Correct.

10 Q. Okay. Let's drill into the -- those transfers
11 that were made to 7891 and 8866.

12 Do you see the transfer that came into the
13 account identified by 7891 from the client trust
14 account for \$17,000?

15 A. Yes. It's the second pink highlight.

16 Q. And what did your analysis show happened with
17 those funds?

18 A. That he went to Red Rock Station Casino and
19 charged -- used his Visa card for 2,602.95. On the
20 same day he also transferred 3,500 to his personal
21 account ending in 3573. He transferred another 3,500
22 to his operating account ending in 8866. Then he
23 transferred \$7,500 back to the trust account ending in
24 8817.

25 Q. Okay. Let's follow that first \$3,500.

1 I'm showing you what has been identified as
2 State Bar Exhibit 9b, and we are at page 25 which is
3 the July 2020 statement.

4 Is Exhibit 9b part of the documents that you
5 received from Wells Fargo in response to the State Bar
6 subpoena?

7 A. Yes, it is.

8 Q. Okay. Do you see where the funds were
9 transferred into this personal bank account from
10 operating account 7891?

11 A. Yes. It's about third from the bottom.

12 Q. On the statement?

13 A. On the statement.

14 Q. Can you tell what happened with that money?

15 A. He spent \$3,122.95 at Red Rock Station
16 Casinos. It looks like he used his credit card -- or
17 his debit card associated with the account.

18 Q. So on July 28th, as best as we can tell from
19 the -- from the bank records, he spent over \$2,000 at
20 Red Rock Casino directly from his operating account and
21 then he spent another \$3,000 from his personal account
22 at the Red Rock Casino, right?

23 A. Yes.

24 Q. And really all of that money came out of his
25 client trust account, right?

1 A. Initially, yes.

2 Q. And then let's look at 8866, which is the
3 other operating account that he has, and we're on
4 page 199 of what's identified as State Bar Exhibit 9h.

5 Do you see where the transfers come in to this
6 account on July 28th?

7 A. Yes. There's the initial transfer comes in on
8 July 28th from the IOLTA account, from the trust
9 account ending in 8817, for the sum of \$5,000. Also,
10 on the same day is a transfer from account 7891 for
11 \$3,500, and it's about a third of the way on the page.

12 Q. So, first, Mr. Bellisario transfers some money
13 directly from his client trust account, and then he
14 funnels it through a separate operating account to get
15 to this account, right?

16 A. Correct.

17 Q. And can you tell where those -- what happened
18 with those funds based on this bank statement?

19 A. Yes. On the same day, 7-28, he used his
20 credit card -- or debit card associated with that
21 account at Red Rock Station Casinos for two separate
22 transactions totaling 3,122.95.

23 Q. So in total we've got almost \$12,000 that's
24 spent on July 28th at the Red Rock Station Casino that
25 came from Mr. Bellisario's client trust account?

1 A. Yes.

2 Q. And did you see anything in this account that
3 indicated Mr. Bellisario used any of those funds to pay
4 lienholders or the Aguilar -- lienholders for the
5 Aguilars or the Aguilar clients themselves?

6 A. No, I cannot find it.

7 Q. Were you able to tell whether or not any of
8 the \$65,000 that were received on behalf of the
9 Aguilars was provided to any of the clients or their
10 lienholders?

11 A. During that period or ever?

12 Q. Ever.

13 A. With the son, Minervo, he received a small
14 amount of money. The other brother, Adolfo, received
15 what they classified as a PI advance for what was --
16 that's what was written on the check for \$4,000.

17 Adolfo, also, has another case. So that
18 might -- I don't know if that advance is related to the
19 second accident which he hasn't received -- he got a
20 new attorney for it. So those funds never came through
21 Bellisario at all, and he admitted to me that he did
22 get the \$4,000 as a cash advance, but I don't know
23 what -- if that's from the -- if that's what that is
24 for. He didn't either.

25 Minervo Aguilar-Sosa, which is the father,

1 received \$7,348.58.

2 Q. And is the payment to Adolfo identified in
3 your daily balance accounting that's identified as
4 Exhibit 10b?

5 A. Yes.

6 Q. And is the payment to Minervo Aguilar-Sosa
7 also identified in the accounting that you prepared as
8 Exhibit 10b?

9 A. Yes.

10 Q. If we're looking at page 1 of Exhibit 10b, can
11 you tell us how much money is in Mr. Bellisario's
12 client trust account at the end of July of 2020?

13 A. Yes. It's 2,547.94.

14 Q. Do you have an estimation how much money he
15 should have been holding just on behalf of the Aguilars
16 at that point?

17 A. For Minervo, which is the son, he should have
18 had around \$19,000. For Adolfo, I'm not sure, because
19 I didn't know how to classify that \$4,000 which is why
20 I have it highlighted. And then for the father, he
21 should have had around \$7,500, plus he should have had
22 Christine Heath's \$10,000.

23 Q. Okay.

24 A. And he never paid the lienholders on the
25 Lorenzo Saladana money either, just the client.

1 Q. Just looking on this page, do you see where
2 the funds -- where he receives funds on behalf of Frank
3 Arambula?

4 A. Yes. On August 5th.

5 Q. And did you analyze whether or not
6 Mr. Bellisario appropriately disbursed Mr. Arambula's
7 settlement funds that he receives there?

8 A. No, he did not --

9 I guess, I analyzed him, and, no, he did not.
10 Sorry.

11 Q. No.

12 As I'm looking on this chart here, I see that
13 there is only \$147.94 in Mr. Bellisario's client trust
14 account as of August 17, 2020.

15 A. Correct.

16 Q. I don't see any payments made to Mr. Arambula
17 or a lienholder on his behalf in August of 2020.

18 In your review of all of the other bank
19 records that you received, did you see any payments to
20 Mr. Arambula or his lienholders during that time
21 period?

22 A. No, I did not.

23 Q. I'm going to take us to page 59 of
24 Exhibit 10b. Is this a chart that you prepared?

25 A. Yes.

1 Q. And I will reference for the panel that Andrew
2 DeJong is another grievant identified in the complaint
3 as someone who hired Mr. Bellisario and filed a
4 grievance with the State Bar regarding Mr. Bellisario's
5 failures as his lawyer.

6 Did you find funds that Mr. Bellisario
7 received on behalf of Mr. DeJong?

8 A. Yes.

9 Q. And what did you find happened with those
10 funds?

11 A. Initially, it looks like he paid \$15 to Siena
12 Surgery Center. I am guessing, but I believe that
13 those would have been related to maybe payment for
14 medical records, as opposed to a lien. That seems very
15 low for a lien total to me, but it does seem
16 approximately a right amount if you were to get medical
17 records. So that was probably a cost.

18 But the \$25,000, it was deposited on 4-23, and
19 the client balance after that would have been 62,311.
20 And then on 4-27 he received another \$2,000 for med pay
21 coverage, and that made his client balance for
22 Mr. DeJong to be about 26,985. Then the client trust
23 account balance at that time was 64,311.89, but as we
24 referenced earlier, this was prior to July. So it was
25 prior to the Aguilar family and some of Heath's, as

1 well. So this money was removed from the account, and
2 inappropriately spent, and Mr. DeJong did not receive
3 anything.

4 Q. And just to circle us back to that, you're
5 referencing the fact that prior to receiving the
6 \$100,000 on behalf of Ms. Heath, there was only \$30 in
7 Mr. Bellisario's client trust account, right?

8 A. Correct.

9 Q. So all of this money that he should have been
10 holding on behalf of Mr. DeJong had to have been spent?

11 A. Correct.

12 Q. And did you find anyplace where Mr. DeJong
13 received funds from Mr. Bellisario?

14 A. No, he did not.

15 Q. And did you find anyplace in any of the bank
16 accounts that you could tell where any of Mr. DeJong's
17 lienholders were paid by Mr. Bellisario?

18 A. No. There were no payments made to anybody
19 relating to Mr. DeJong.

20 Q. Did you create an accounting that showed how
21 much Mr. Bellisario owed to each of the clients based
22 on your review of the bank documents?

23 A. I did.

24 Q. And I'm -- I've pulled up what has been
25 identified as Exhibit 10c and already been admitted.

1 Is this that analysis that you did with
2 respect to all of the various clients that were owed
3 funds?

4 A. Yes.

5 Q. And what did you find was ultimately the case
6 with respect to Mr. Bellisario's safekeeping of client
7 funds?

8 A. This chart shows date specific deficiencies.
9 So to the best of my ability -- of my ability, the
10 other ledger that we walked through that was client
11 balances for each client and what should have been in
12 the account on any specific date, I went through and
13 created little charts referencing all of the clients
14 and what they should have had in that account at that
15 time. I also took -- I gave him credit for a third of
16 attorney fees, as that being the industry standard, and
17 what best I could tell, on the few cases that I did
18 have distribution sheets, that seemed to be what he was
19 charging people.

20 After taking out, adding the total clients,
21 removing his one-third attorney fee and then comparing
22 that to the balance that was in the trust account, he
23 had a deficit that just continued to grow exponentially
24 from March 2019 through June 2021.

25 It's possible that even prior to that there

1 might -- I don't know what was going on in his account
2 before. We had to start somewhere. So there might
3 have been something going on in his account prior to
4 that. But based on this accounting, he had a positive
5 balance, he had sufficient funds and then he just, as
6 you can see built by the line, just dropped.

7 Q. And why did you stop with June 30th of 2021?

8 A. That was just where my bank records ended when
9 we -- or when we filed the complaint -- or by the time
10 I was closing up my investigation, I should say.

11 Q. Okay.

12 A. And the account was -- I'm sorry. The account
13 was frozen, also, because of the temporary suspension
14 order that we received. So there was no activity in
15 the account at all because we did a temporary
16 suspension and froze the account. So the bank records
17 didn't change as far as any money in or out.

18 Q. And I'm just scrolling through to briefly
19 review Exhibit 10c. For example, we have the -- a
20 table that you've created that's dated March 31, 2019.

21 Can you tell us -- can you just describe to us
22 the information that you've provided on this page?

23 A. Yes. So this is where I reference the date of
24 the initial deposit for the settlement.

25 If there were multiple settlements, I don't do

1 a different line item for each settlement. I just kind
2 of continue to add it on, you know. Like, in Christine
3 Heath's case, she had two settlements. So you'll see
4 just one line item for her. So this is the date of the
5 initial deposit and what the balance should have been
6 on hand on March 31st.

7 If you note I have little asterisks by some of
8 them, the asterisks means that that balance does not
9 include me deducting attorney fees yet, because I do a
10 separate line item under the subtotal where I deduct it
11 at that point, because I could not ascertain the exact
12 day that he withdrew the money. Because he was taking
13 money out at \$1,000, \$5,000, \$4,200, whatever
14 increments, I couldn't tell which clients those fees or
15 those transactions could have been applied to for fees.

16 Q. But you generally gave him credit for fees
17 earned?

18 A. Correct, I tried to give him credit.

19 For Cristian Gonzalez -- or Espejo-Gonzalez,
20 because that was a minor's compromise, I was able to
21 tell what his attorney fee was. And so that -- that's
22 why Heath, for example, doesn't have an asterisk.

23 Q. And if I take us to the last page of the chart
24 that's dated June 30th of 2021, you have all of the
25 clients referenced here that you think he should have

1 been holding money on behalf of, right?

2 A. Correct.

3 MS. FLOCCHINI: Ms. Meeks, that was a long
4 hour and 15 minutes. So thank you for your time and
5 energy and preparing all of these documents for us.
6 Those are all of the questions that I have for you.
7 The panel may have questions, as well.

8 THE WITNESS: Okay.

9 MS. FLOCCHINI: I will stop sharing, but I'm
10 happy to share if someone wants me to pull that up --
11 pull something up.

12 CHAIRPERSON GIUNTA: Do either of the panel
13 members -- other panel members, do you guys have any
14 questions? Brian? Sarah?

15 Go ahead, Sarah.

16 MS. ATWOOD: I have a question. Just -- thank
17 you for all of that.

18 EXAMINATION

19 BY MS. ATWOOD:

20 Q. Going back to the start with the Kabbage loan,
21 am I to understand correctly that -- it sounds like
22 Mr. Bellisario took out the loan and in his promise to
23 repay, he connected that repayment to the trust
24 account -- the client trust account; is that that what
25 I understood correct?

1 A. At one point he changed the automated payments
2 to go from the operating account to the trust account.

3 Q. So at one point he did direct Kabbage to
4 deduct money directly from his trust account?

5 A. Correct.

6 Q. That was supposed to be -- just to be clear,
7 that's the trust account where he's supposed to be
8 keeping these client funds until he pays himself or
9 otherwise disburses to the client?

10 A. Correct.

11 Q. And is that a normal practice for an attorney?

12 A. No, it is not.

13 Q. Okay. Just -- thank you. I don't -- I -- I
14 don't personally keep an IOLTA account. I have a
15 different structure with my employment. So I just
16 wanted to be clear that -- that that account is the
17 account -- the one we're talking about, where he told
18 Kabbage to go in and take the money, is the account in
19 which he was supposed to be safekeeping the funds until
20 he made disbursements to the appropriate parties?

21 A. Correct.

22 MS. ATWOOD: Okay. Thank you for that
23 clarification. And, again, thank you for your thorough
24 analysis and presentation of the numbers and the
25 situation.

1 THE WITNESS: You're welcome.

2 CHAIRPERSON GIUNTA: Brian, do you have
3 anything you would like to ask Ms. Meeks?

4 MR. CATLETT: I do.

5 EXAMINATION

6 BY MR. CATLETT:

7 Q. The trust account, they're not -- all trust
8 funds are kept in one account --

9 Are all trust funds for all clients kept in
10 one account?

11 A. Correct.

12 Q. And is that typical for most law firms?

13 A. Yes.

14 Q. Okay. When he transfers money out, is he
15 required to put some sort of memo in each transaction?

16 A. That would be the best practice. They -- we
17 encourage that, but he should have a separate
18 accounting system that he tracks those funds himself.

19 So when we sent our letter of investigation,
20 we asked him for his ledger and his journals, and his
21 ledger would include the overall balance; you know,
22 here's all of the money that went into my account for
23 this period and all of the money that went out, just a
24 general overview, with a list of all of the clients.
25 And then there would be mini ledgers, little journals

1 that would indicate how much of that \$100,000, for
2 example, balance, who does that balance belong to. You
3 know, does it belong to one client, like, Ms. Heath,
4 or, you know, did he have four settlements of \$25,000
5 that would have accounted for that \$100,000, whatever
6 his balance was. I was just using a random number,
7 but --

8 Q. No. I understand.

9 The other question I have, is, that chart that
10 you had that showed the expected balance and what was
11 actually in there -- the final number, I think, was
12 around \$266,000. Is that what he --

13 Is the number 455- or somewhere around there
14 or -- that he should have or it's the number -- the
15 268,000?

16 A. Yeah. There -- I do have a 255- for the
17 client total date specific. And then for that one
18 ledger, you're right, the numbers are slightly
19 different because on the client balance that was
20 Exhibit 10b, I believe it was, that total showed like,
21 I think, 260-. And then the client total date
22 specific, which was the chart with the graph, that one
23 was 255-. If some of the numbers were smaller numbers,
24 I didn't grab all of them. So that might be why
25 there's --

1 Q. No. My question is -- so is there -- does he
2 have, roughly, \$455,000?

3 Is he supposed to have roughly \$455,000 in the
4 IOLTA account, or is he supposed to have roughly the
5 255-?

6 A. Okay. I see what your question is now. Okay.
7 He should have 255-.

8 Q. Okay. And what number -- and he has? What is
9 his actual number?

10 A. I want to say his ending balance is, like, \$90
11 or something.

12 Q. Okay.

13 A. Yeah. \$96.05.

14 MR. CATLETT: Okay. Perfect.

15 Thank you. Those are the questions I have --

16 THE WITNESS: Okay.

17 MR. CATLETT: -- and excellent recordkeeping.
18 This is fantastic.

19 THE WITNESS: Thank you.

20 CHAIRPERSON GIUNTA: Ms. Meeks, I had a couple
21 of questions.

22 EXAMINATION

23 BY CHAIRPERSON GIUNTA:

24 Q. I know you said that -- I think the Bar has
25 always indicated that the best practice is to take out

1 money when it's earned, when you've earned your money,
2 but I saw some --

3 Is it possible that he might have taken out,
4 you know -- that Mr. Bellisario may have taken out --
5 "Oh. You know what? I took out 5,000 and I was going
6 to take some more out." Is that possible that he could
7 have done that on some of these fees that he had
8 already earned? Or what indicates that he's not doing
9 that, if that's not the case?

10 A. I think -- I think that is correct. In some
11 instances, he was taking out his earned -- I would
12 think he was taking out fees before they were earned is
13 what I think he was doing. But in some cases, when he
14 was -- you can attribute those smaller amounts -- I
15 couldn't attribute them to any one specific client. He
16 should take them out as a whole. So that would be an
17 example of commingling.

18 So if his earned fee was, you know, \$3,333.33
19 and he only took out 3,000, he commingled \$333.33 and
20 left that earned fee in his trust account with other
21 client funds. So he should take it out as a whole and
22 not in parts.

23 Q. Right. But, I mean, there's no -- I think
24 I've gone through this before. But there's no
25 specific -- it's like a reasonable period of time,

1 right? I mean, if you want to take it out today, and
2 then, oh, I was going to take the rest of it out later,
3 that's a question, I guess, of fact. But, I think,
4 what you were saying was that the amount that he was
5 taking out was always -- it should have been a third.
6 So it should have maybe been an odd number and that he
7 was taking it out in, you know, like, \$500 or \$5000
8 increments. Is that -- is that indicative that he's
9 not taking the money that he earned out in an
10 appropriate fashion? He's commingling?

11 A. Yeah, and -- and the fact that sometimes it's
12 even more than what his fee should be.

13 Q. Okay. All right. Then do you know -- and I
14 don't know how you would find this out, but you
15 subpoenaed records from the bank, correct? From his
16 banks.

17 A. Correct.

18 Q. Do you know, did he have an accountant, a
19 bookkeeper, an officer manager, someone else that might
20 have been able to access his accounts and do this? I
21 mean, how do we know that he -- how do we know that
22 he's the one that did this?

23 A. That's a really good question.

24 Q. Thank you.

25 A. We -- I think those are attached to the

1 subpoena log. Hold on. I'm scrolling here real quick.

2 No, they are not.

3 But they -- we got the signature cards, also,
4 to see who was a signer on those accounts. He was the
5 only signer on his IOLTA account and his operating
6 accounts. And, also, one of the things that I asked
7 for from the bank was to identify the debit card
8 numbers and who those debit cards belonged to. And
9 those records, actually, are in the subpoena log of
10 Exhibit 9.

11 For example, I can direct you guys to a page
12 number, because I have it pulled up here.

13 Hold on one second.

14 So, for example, on page 21 of Exhibit 9,
15 there is a debit card ending in 3573, and the name on
16 that card is Bradley J. Bellisario. And so every time
17 there was a debit card -- and I tried to make a note of
18 what debit card was used in my accounting. So you
19 would see where it would say Visa X and then four
20 numbers. Those would have been the debit card numbers.

21 So I tried to match it up and make sure,
22 because that was something I thought, too. Well, what
23 if he has a secretary or, you know, someone else is a
24 signer on the account, do they have access to these --
25 to his account, regardless, it's his trust account?

1 So even if somebody else did have access to
2 it, he's required to safe keep that, and that is his
3 obligation under 1.15, but I did try to clarify that.

4 Q. Yeah. I understand that. I'm just talking
5 about for mitigation, if someone --

6 Because, for example, his -- our first
7 witness, Dr. Patrick, indicated to us that he was
8 having trouble with his wife. I'm wondering if there
9 is some way of ascertaining whether, you know, it's
10 possible that his wife -- he might have told his wife
11 the account number or something like that, and it's
12 possible that she could have done this stuff.

13 Again, this is more for mitigation. I
14 understand he has a responsibility to keep track of his
15 own account. But as far as for, you know, I guess,
16 part of the aspect of whether he actually did this or
17 whether it was some mitigating factors, I'm wondering
18 if we were able ever to ascertain -- if you were able
19 to ascertain that.

20 A. Just by the debit card numbers, they were all
21 in his name. And then the withdrawals that were done
22 in branch, they were signed by him. So we have the
23 withdrawal slips that would show his signature on the
24 withdrawals.

25 / / / / /

1 CHAIRPERSON GIUNTA: Okay. Let's see. Does
2 anybody else have any questions based on those
3 questions, or is that -- are you guys clear about --
4 Sarah and Brian, are you guys okay with those
5 responses? You can follow it up.

6 MR. CATLETT: No. I'm good. Thank you.

7 MS. ATWOOD: I appreciate your asking the
8 question and I understand the response. So, thank you.

9 CHAIRPERSON GIUNTA: Okay. Thank you.

10 So, I guess, Counsel, I -- I don't think we
11 have any other questions for this witness.

12 So if that's it, you can -- we can release
13 Ms. Meeks.

14 Thank you very much for your testimony.

15 THE WITNESS: You're welcome. Thank you.

16 CHAIRPERSON GIUNTA: Thanks.

17 (Ms. Meeks exited videoconference.)

18 MS. FLOCCHINI: So, Chair, the Bar has
19 anticipated testimony from one more witness.
20 Mr. Minervo Aguilar-Solis was anticipated to testify.
21 He was supposed to call in at 2:45. So I'll defer to
22 Ms. Del Rio, if he's available.

23 THE HEARING PARALEGAL: Yes, ma'am. He is
24 available in the virtual waiting room right now.

25 MS. FLOCCHINI: Chair, are you comfortable

1 moving forward with his testimony, or did you want to
2 take a break?

3 CHAIRPERSON GIUNTA: How are the other members
4 of the panel? Are you okay to move forward, or do you
5 guys feel like you need a break?

6 MR. CATLETT: I would like a five-minute break
7 or just a real quick break.

8 MS. ATWOOD: Well, a quick -- quick break will
9 work for me.

10 CHAIRPERSON GIUNTA: Okay. And we'll have a
11 little 5-minute break. We'll come back at -- how about
12 three o'clock. We'll make it a 7-minute break.

13 MS. FLOCCHINI: All right. Thank you.

14 (A brief recess ensued.)

15 CHAIRPERSON GIUNTA: All right. Let's go back
16 on the record in Case No. OBC20-1137, 21-53, 21-65,
17 21-142 and 21-0146.

18 When we left, we were talking about -- we had
19 one witness left to -- the Bar has one witness left to
20 present. I'll turn it over to you, Kait, at this time.

21 MS. FLOCCHINI: Thank you.

22 Ms. Del Rio, if you could, the Bar would like
23 to call Minervo Aguilar-Solis to testify in the
24 disciplinary hearing.

25 MINERVO AGUILAR-SOLIS,

1 having been first duly sworn to tell the truth, the
2 whole truth, and nothing but the truth, was examined
3 and testified as follows:

4 DIRECT EXAMINATION

5 BY MS. FLOCCHINI:

6 Q. Good afternoon, sir. Could you please state
7 your full name so that we have it in our record
8 properly.

9 A. Yes. My name is Minervo Felipe
10 Aguilar-Solice.

11 Q. Thank you, sir, and thank you for taking the
12 time to appear for us at this hearing today. We will
13 be quick with your time. Thank you.

14 Did you hire Mr. Bellisario to represent you?

15 A. Yes, I did.

16 Q. And for what purpose? What was that related
17 to?

18 A. So a car accident that I have.

19 Q. Was anyone else in the car accident with you?

20 A. Yes. It was my father and my brother with me.

21 Q. And what are their names?

22 A. My father's name is Minervo Aguilar-Sosa, and
23 my brother is Adolfo Aguilar.

24 Q. Did Mr. Bellisario settle your claim related
25 to that car accident?

1 A. He settled the claim with the insurance, yes,
2 he did.

3 Q. Do you know how -- how much money the
4 insurance company paid to settle the claim, your claim?

5 A. Exactly the amount, I don't know, but it is
6 around 33,000, I believe.

7 Q. Okay. Did you receive any of that money from
8 the settlement?

9 A. Yes, I did.

10 Q. How much did you receive?

11 A. Only 3,000.

12 Q. Did you receive any paperwork from
13 Mr. Bellisario when he gave you the \$3,000?

14 A. No, no paperwork at all.

15 Q. So you didn't get a sheet that said this is
16 how much money I got from the insurance company. This
17 is how much you're getting, how much money I'm getting
18 as the lawyer, and how much money I'm going to give to
19 your lienholders? You didn't get a sheet that looked
20 like that?

21 A. No, nothing.

22 Q. Did you have any liens that were associated
23 with your personal injury claim?

24 A. Yes. From the UMC. That's the only lien that
25 I know of. Probably there's another one. I'm not

1 sure.

2 Q. That's the hospital, UMC, right?

3 A. Yes.

4 Q. And how did you understand that lien was going
5 to be paid?

6 A. I believe that Bellisario has to pay the lien
7 for everything. Never got the -- he never did.

8 Q. Typically, I'll just represent that a personal
9 injury attorney will pay it from the settlement funds
10 that they receive on behalf of their client.

11 Did Mr. Bellisario tell you that he was going
12 to do that, that he was going to pay the UMC lien from
13 your settlement funds?

14 A. Yes, he said.

15 Q. And did -- did he ever pay the UMC lien from
16 your settlement funds?

17 A. No.

18 Q. And how do you know that?

19 A. I received, like, two letters from it, and I
20 logged on -- I logged into the UMC account, and it's
21 still showing the debt. So I'm sure he didn't pay.

22 Q. Did you tell Mr. Bellisario that UMC was
23 asking you to still pay the medical debt?

24 A. Yes, I did.

25 Q. And what was his response?

1 A. That he was about to get on it, and -- and I
2 actually sent him a text of the letter of the lien,
3 yeah.

4 That was all that I know of. I actually sent
5 a picture of the letter.

6 Q. How many times did you try to communicate with
7 Mr. Bellisario to get him to pay that UMC lien?

8 A. A couple of times. I'd say, like, three times
9 I actually texted him and I gave him a couple of calls
10 and he was never answering then or responded back in
11 the texting either.

12 Q. And are there any other medical bills that
13 were associated with your personal injury claim that
14 Mr. Bellisario was supposed to pay?

15 A. Yes, there is another clinic. It's like the
16 Spinal Clinic that I'm sure of -- that he didn't pay,
17 but I'm not sure how to communicate with him and to
18 verify if he actually paid them or not.

19 Q. Did Mr. Bellisario tell you why he didn't
20 communicate with you about getting that UMC lien paid?

21 A. No, never. He never communicated back.

22 Q. And did Mr. Bellisario tell you what he did
23 with the rest of the funds that he received on your
24 behalf from your personal injury settlement?

25 A. No.

1 Q. And, again, you think the settlement was for
2 \$33,000, you said?

3 A. Yes, around there.

4 Q. And you received \$3,000?

5 A. \$3,000, that's correct.

6 Q. So there's -- there's, you expect, \$30,000 out
7 there in Mr. Bellisario's account or somewhere that was
8 related to your settlement, right?

9 A. Right.

10 MS. FLOCCHINI: Okay. Well, I told you it
11 wouldn't be too painful, sir. Those were all of the
12 questions that I had for you. We appreciate you taking
13 the time to come and tell the panel your experience
14 with Mr. Bellisario. I'm sorry that it's happened to
15 you. The panel may have additional questions for you,
16 and so I'm going to pass and let them have that
17 opportunity, sir.

18 Thank you, again.

19 CHAIRPERSON GIUNTA: Do either Mr. Catlett or
20 Ms. Atwood, do you have any questions for
21 Mr. Aguilar-Solis?

22 MR. CATLETT: I don't. Thank you for coming
23 in.

24 MS. ATWOOD: I don't have questions, but I do
25 appreciate your testimony today. Thank you very much

1 for that.

2 THE WITNESS: Not a problem.

3 CHAIRPERSON GIUNTA: I have one question.

4 EXAMINATION

5 BY CHAIRPERSON GIUNTA:

6 Q. Mr. Aguilar, did you ever -- you didn't have
7 to sign any checks that -- when there was a
8 disbursement, you didn't have to sign a check, the
9 \$33,000?

10 A. No.

11 Q. No?

12 A. I didn't sign no check, no.

13 Q. Okay. All right. And you know that it was
14 33- because Mr. Bellisario told you?

15 A. No, because I got a letter from the Mercury
16 Insurance how much was the settlement at the end of the
17 action, yeah.

18 CHAIRPERSON GIUNTA: I see.

19 Okay. All right. Thank you very much,
20 Mr. Aguilar.

21 I think he's free to go unless -- is that
22 okay, Ms. Flocchini?

23 MS. FLOCCHINI: Yes. I have nothing further.

24 Thank you and good luck.

25 THE WITNESS: All righty. Thank you.

1 (Mr. Aguilar-Solis exited videoconference.)

2 CHAIRPERSON GIUNTA: Okay. Ms. Flocchini, do
3 you have any more witnesses? That's it for the
4 witnesses, I assume.

5 MS. FLOCCHINI: That's it for the witnesses,
6 and I -- I would just like to clarify in the record a
7 little bit with respect to Exhibit 9h, if I may.

8 CHAIRPERSON GIUNTA: Sure.

9 MS. FLOCCHINI: We anticipated that it was 9g
10 that had been admitted and had been provided to the
11 panel, and I recognize here that we've been working
12 with Exhibit 9h. And so I'm going to make a proffer, a
13 representation that Exhibit 9g and 9h are substantially
14 the same. The difference is that Exhibit 9h contains
15 also the records of a savings account. So it's got the
16 two accounts and the statements, but they both have the
17 records for the account ending in, I believe, it's
18 8866. And so I would just ask that, although 9g has
19 been previously admitted, the Bar would withdraw 9g and
20 I ask to have 9h admitted in its stead so that when we
21 send it up for the record on review, the Supreme Court
22 understands why they are getting what they are getting.

23 CHAIRPERSON GIUNTA: So those are just
24 different forms of the same reports. Is that what
25 you're doing?

1 MS. FLOCCHINI: They are, yes. When we
2 subpoenaed the documents, we got all of the statements
3 associated with 8866 and then we got all of the
4 statements associated with the savings account, but
5 because they're linked, when we got the savings
6 account, it added 8866 into those statements. So we
7 basically got two copies of 8866.

8 And then, when we were making the redacted
9 version for submission to the Supreme Court -- ultimate
10 submission to the Supreme Court, we accidentally used
11 9h instead of 9g.

12 CHAIRPERSON GIUNTA: Okay. And, Ms. Meeks
13 prepared those?

14 Are those prepared from Ms. Meeks, or are
15 those what you got from the bank?

16 MS. FLOCCHINI: Those are what we got from the
17 bank. Those are the bank documents, and then we
18 redacted the beginning portion of the account numbers.

19 CHAIRPERSON GIUNTA: Okay. And there's a
20 certification that those were received from the bank.
21 Okay.

22 All right. Well, then, if you're comfortable
23 doing that, then that's fine. Okay. Great.

24 MS. FLOCCHINI: Thank you. I appreciate that.
25 (Exhibit 9h admitted.)

1 CHAIRPERSON GIUNTA: All right. Are you ready
2 to do closing, or you want to tell us what --

3 MS. FLOCCHINI: I'm ready.

4 CHAIRPERSON GIUNTA: Okay. All right. Go
5 right ahead.

6 MS. FLOCCHINI: Okay. I'm a little old
7 school. It's easier to think on my feet still. So if
8 it's not distracting, I'll go from here.

9 As you know, there's a default entered in this
10 case, and so that means that all of the allegations of
11 the complaint are deemed admitted and that supports a
12 finding of violations of the Rules of Professional
13 Conduct that are listed therein.

14 And, most importantly, I draw your attention
15 to the violation of Rule of Professional Conduct 1.15,
16 which is the safekeeping of property and an attorney's
17 obligation to keep their clients' funds safe and then
18 to promptly and properly distribute those funds at the
19 appropriate time. I will note, also, that Rule of
20 Professional Contact 1.15 requires an attorney to keep
21 records of their accounting of those funds or any other
22 property that they hold on behalf of clients for a
23 period of seven years -- it's been reduced to five now,
24 but at the time it was seven -- after termination of
25 the representation.

1 So I reference that because there were some
2 questions with respect to, you know, whether or not
3 Mr. Bellisario had records or should have records. And
4 Rule of Professional Conduct 1.15 does require an
5 attorney to keep those records and accountings. So
6 we've got that violation of Rule of Professional
7 Conduct 1.15.

8 The violation of Rule of Professional Conduct
9 1.8(i), where Mr. Bellisario obtains those loans from
10 Dr. Davis and secured them using his client's cause of
11 action, that specific violation.

12 We also have violations of Rule of
13 Professional Conduct 1.5 which has to do with
14 reasonableness of fees, and in that Mr. -- and that
15 requires in a contingency-fee case to provide your
16 client with a disbursement sheet related to their case
17 when the case is concluded. And as you heard,
18 Mr. Aguilar-Solis testified he never received such a
19 disbursement statement.

20 We also have violations of Rule of
21 Professional Conduct 1.4, communication, and,
22 specifically with the testimony that you heard today,
23 Mr. Bellisario misled both Ms. Heath and
24 Mr. Aguilar-Solis as to how -- whether or not their
25 funds had been used to pay lienholders and whether or

1 not those lienholders were paid. And with both of them
2 he failed to -- when he wasn't misleading them, he was
3 avoiding them, and so it was a failure to communicate,
4 as well.

5 We have a violation of Rule of Professional
6 Conduct 1.3 because of the lack of diligence in
7 finalizing these clients' cases and distributing the
8 funds properly. So that would be with respect to all
9 of the clients that are referenced in the complaint,
10 both Ms. Heath, the Aguilers, Mr. DeJong, and then we
11 received a grievance from a client, Mr. Toscano, who
12 Mr. Bellisario failed to pursue his claim in a timely
13 manner, and so that's a lack of diligence.

14 You also heard from Ms. Meeks that the Bar
15 requested that Mr. Bellisario participate in the
16 disciplinary process and respond for a request for
17 information. And in all five instances, he failed to
18 do that which is a violation of Rule of Professional
19 Conduct 8.1.

20 And then, finally, his conversion of funds,
21 his misleading of the clients and his failure to
22 adequately prosecute his clients' cases are all a
23 violation of Rule of a Professional Conduct 8.4.

24 So you have all of the admitted allegations
25 proving up the misconduct and then -- (electronic

1 omission) --

2 COURT REPORTER: You froze.

3 MS. FLOCCHINI: -- of the testimony of
4 Ms. Heath, Mr. Aguilar-Solis --

5 Am I back?

6 COURT REPORTER: Just like the last sentence,
7 it kind of dropped off.

8 MS. FLOCCHINI: I'll just start with: So in
9 order to support a finding of misconduct, you have all
10 of the admitted allegations in the complaint, and then,
11 in addition, you have the admitted exhibits which show
12 the accounting information and the failure to
13 communicate with the clients. Those are in the
14 low-numbered exhibits, Exhibits 3 through 7. You have
15 the loan information, which is in Exhibit 8, and then
16 you have the testimony of Ms. Heath and
17 Mr. Aguilar-Solis with respect to their communications
18 and what they know Mr. Bellisario did and what he
19 promised to do and failed to do. And then you have the
20 testimony of Ms. Meeks with respect to her analysis of
21 Mr. Bellisario's bank records and whether or not he
22 properly kept his clients' funds safe. And then, to
23 the best of her ability, an analysis as to what
24 happened with the client funds.

25 And, specifically, I'll reference that -- that

1 there were multiple instances -- and as we drilled in
2 there on those particular instances of Ms. Heath's and
3 Mr. Aguilar's funds -- where Ms. Bellisario pretty
4 clearly took the funds and used them for his own
5 personal benefit, and all of this is contained in
6 Exhibits 10c and 10b.

7 And I'll just reference again in the matter of
8 the Aguilar family there were three different
9 settlements that were received at the same time for
10 approximately -- for a total of approximately \$65,000.

11 We saw that Mr. Bellisario personally withdrew
12 \$30,000 of that money immediately from the bank. Then
13 he transferred \$22,000 of that money to various other
14 accounts. And Ms. Meeks testified he's the one that
15 has the debit cards, the credit cards associated with
16 those accounts. And those card were used to withdraw a
17 substantial portion of that transferred money at
18 casinos within days of having received the funds on
19 behalf of clients, and the clients didn't receive the
20 funds that they were due, nor did -- were their
21 lienholders paid, and now they have to deal with those
22 debts themselves. So that's the violation of the
23 duties of the lawyer to his clients, and that I think
24 should be the focus of our analysis here.

25 Let me step back a second. I'm reviewing the

1 duties because the Supreme Court has told us that it's
2 important to analyze these situations by considering
3 four different factors and then applying the Annotated
4 Standards for Imposing Lawyer Sanctions to a given
5 scenario to decide what an appropriate sanction is for
6 the respective misconduct. Those four factors are the
7 duty that we've just reviewed, the mental state of the
8 lawyer when they engage in the conduct, the injury or
9 potential injury caused by the violative conduct. And
10 you take those three factors and you arrive at the
11 baseline sanction, and then you consider aggravating or
12 mitigating factors, which would warrant an upward or a
13 downward deviation from that starting baseline.

14 So in this case we have the duties to the
15 clients, and I think the focus should be on the duty to
16 safe keep property and then the duties that were
17 violated in relationship to his failure to safe keep
18 property. Because, really, Mr. Bellisario was
19 misleading and failing and ignoring his clients because
20 he had taken their money, he had converted the money
21 and he couldn't do what he promised he would do.

22 So we look at the mental state of the
23 attorney, when violating the Rules of Professional
24 Conduct, and the Annotated Standards give us some
25 definitions for mental states. The first of which I'm

1 going to refer you to is an intentional mental state.
2 And it states -- it defines that as when a lawyer acts
3 with a conscious objective or purpose to accomplish a
4 particular result. And I'm going to submit to you here
5 that Mr. Bellisario knew he had received funds. And,
6 for example, in particular with respect to the Aguilar
7 family, that those funds were on behalf of that client.
8 That no less than a majority of those funds should be
9 going to the client and/or their lienholders. And,
10 yet, he took cash and spent the money personally at a
11 casino. And so he intentionally misappropriated or
12 converted those client funds for his own personal use.

13 There is the slightly lesser mental state. It
14 is defined as "knowing" by the Annotated Standard -- or
15 by the Standards for Imposing Lawyer Sanctions, and
16 that definition is having a conscious awareness of the
17 nature or intended circumstances of the conduct, but
18 without the conscious objective or purpose to
19 accomplish a particular result. And I submit that
20 sometimes this particular standard, in the instance of
21 conversion or misappropriation of client funds, will be
22 used if there is someone else in an attorney's office
23 that is misappropriating funds; for example, a
24 bookkeeper or a secretary or, in some way, someone else
25 is taking advantage of the presence of those client

1 funds and it's not the attorney directly. The attorney
2 is still responsible for having kept those client funds
3 safe, but perhaps they weren't the one that was
4 intentionally taking the money out of the bank account.

5 That still warrants a knowing mental state to
6 be attributed to the misconduct, and -- and then
7 between the two of those, if we look at Standard 4.11
8 in the Annotated Standards for Imposing Lawyer
9 Sanctions, 4.11 provides that disbarment is generally
10 appropriate when a lawyer knowingly converts client
11 property and causes injury or potential injury to a
12 client.

13 So a lot of these standards -- there's a
14 pretty consistent formula. A lot of the standards
15 provide that disbarment has to be associated with
16 intentional conduct, but, because of the high
17 importance of protecting client funds, that it's one of
18 the paramount jobs of a lawyer to protect those client
19 funds. And if we fail to protect client funds, it
20 causes the most injury both to clients and to the
21 integrity of the profession. I mean, if they can't
22 trust us, then we can't do our jobs properly. And so
23 this cuts at the very core of what attorneys are
24 supposed to be providing to their clients.

25 And so it doesn't require an intentional

1 mental state, although I think that that's been proven
2 here. It simply requires a knowing mental state in
3 this instance to warrant disbarment of an attorney for
4 misappropriation of funds.

5 With respect to -- this -- this provides that
6 the conversion of client property needs to cause injury
7 or potential injury to a client, and I'd submit that --
8 that injury is evidenced by both Ms. Heath and
9 Mr. Aguilar-Solis's testimony with respect to the
10 lienholders that continue to pursue liens that
11 Mr. Bellisario should have paid on their behalf.

12 And then, if you look at Exhibit 10c, you can
13 see all of the clients for whom this is likely the --
14 the same case. They might not even know it yet,
15 because a lot of times those lienholders don't come
16 pursuing the liens for a length of time. And so the
17 client is -- Mr. Bellisario or the lawyer is long gone
18 before the client realizes that they have been injured
19 by his failure to properly pay the lienholders.

20 So that's our injury or potential injury
21 associated with the knowing violation or intentional
22 violation of his obligation to his clients. We take
23 the baseline there at Standard 4.11, and then this
24 panel would consider aggravating or mitigating factors
25 that would warrant a deviation. I submit to you that

1 Mr. Bellisario was barred in 2014. We started
2 analyzing his bank accounts back to March of 2019 and
3 found misappropriation pretty right away he was failing
4 to properly disburse to clients.

5 So that -- that may mean that he was a young
6 lawyer at the time, that he was inexperienced at the
7 time. But at the same time, he's been doing it for a
8 number of years. And if you're going to practice in
9 personal injury, this is a pretty primary
10 responsibility that you need to understand. And so I
11 don't think that his inexperience in the practice is a
12 mitigating factor that this panel should consider or
13 that would warrant a downward deviation.

14 In addition, we recognize that Mr. Bellisario
15 has no prior discipline before this. But, again, I
16 submit that a lack of prior discipline in this instance
17 does not warrant a downward deviation. This isn't a
18 circumstance where maybe someone didn't realize what
19 they were supposed to do properly and there wasn't any
20 substantial injury because of the misconduct. This is
21 a serious violation of an obligation that is pretty
22 clear and important in the practice of law. And so a
23 lack of prior discipline is not -- I submit not a
24 mitigating factor in this case.

25 As for aggravating factors, I think the panel

1 should consider the selfish motive of Mr. Bellisario in
2 misappropriating the funds. Sometimes we see that
3 attorneys are robbing Peter to pay Paul. They've only
4 misappropriated a small amount, but then it snowballs
5 because they keep -- once Peter's money comes in, they
6 pay Paul whose money they have stolen. It is really
7 not an ongoing misappropriation issue. There's just
8 sort of core events that happened, that snowballs. In
9 this instance, we see repeated misappropriation of
10 funds for personal benefit, and so I submit that's
11 evidence of a selfish motive.

12 In addition, we've got multiple offenses.
13 Like I said, there are dozens of clients for whom
14 Ms. Meeks was able to evaluate Mr. Bellisario had not
15 properly disbursed their funds and should have still
16 been holding funds. We have vulnerability of victim
17 issue. I submit that's an aggravating factor. Most
18 people who go to a lawyer for a personal injury claim
19 are not experienced in the practice of law, nor do they
20 know what to expect from their lawyers. And so we've
21 got people who don't understand that they -- that there
22 has been misappropriation and that they deserve better
23 service from their lawyers. So we've got vulnerable
24 victims. Taking all of those aggravating factors into
25 consideration, I think that it supports a

1 recommendation to the Supreme Court of disbarment.

2 I want to give you some context because I want
3 to give you all of the information that I possibly can
4 before you head into deliberation. We've got a couple
5 of cases where disbarment was recommended to the
6 Supreme Court and the Supreme Court upheld that
7 recommendation, accepted it. One of them is -- is the
8 Robert Graham case that was a few years ago.

9 In that case, it was a probate attorney who
10 had stolen, I believe, millions of dollars for his own
11 personal benefit, and he ignored the disciplinary
12 process. Similar to Mr. Bellisario, a default was
13 entered. And that panel, after presentation at a
14 formal hearing, recommended disbarment, and the Supreme
15 Court found that to be appropriate.

16 A similar case was Mr. Morishita. That also
17 was a few years ago. In that instance, he took money
18 from clients. He received money from their client and
19 didn't do the work that he was hired to do. He also
20 ignored the process. A default was entered against him
21 in the disciplinary process, and the Supreme Court
22 ultimately accepted and approved a recommendation for
23 disbarment of Mr. Morishita.

24 The third case that I'll reference to you is
25 the instance of Mr. Dunkley. In that case, he

1 consented to disbarment and the Supreme Court accepted
2 it. It was also a misappropriation case. He had
3 stolen close to a million dollars. In that particular
4 instance, he did participate in the disciplinary
5 process. But I think important, in this instance, is
6 that Mr. Dunkley presented evidence and it was accepted
7 that he had a gambling addiction, but, nonetheless,
8 consented to disbarment. It was not sufficient to
9 mitigate the circumstances and warrant anything less
10 than disbarment.

11 So I want to define disbarment for you. In
12 Nevada -- because it may be different from your
13 understanding from other states.

14 Disbarment is permanent in Nevada. It means
15 you cannot practice and you cannot come back. There
16 are other states --

17 Well, I guess, you could try again and submit
18 to the moral character provision, but it probably won't
19 survive it.

20 In other states a disbarment may mean a
21 lengthy suspension from which you can petition to come
22 back. In Nevada disbarment is permanent. And so we
23 have other -- other steps that lead up to disbarment.
24 One of them is a suspension of five years and one day.

25 Specifically, in Supreme Court Rule -- in the

1 Supreme Court Rules it identifies that a suspension
2 that is longer than five years -- so that's five years
3 plus one day -- requires an attorney to retake the bar
4 before being able to be readmitted to practice. They
5 would still petition for reinstatement, but part of
6 that process would require them to take the bar, as
7 well. There's then by default a suspension of five
8 years, which is the longest suspension that an attorney
9 can serve, still be reinstated and not have to take the
10 bar. Then the next benchmark is a suspension of six
11 months and a day. And that particular term -- that the
12 greater than six months -- requires an attorney to
13 petition for reinstatement. So six months plus one day
14 equals petition for reinstatement before you are
15 allowed to practice. And then, of course, below that,
16 a suspension of less than -- six months or less results
17 in an attorney being able to immediately return to the
18 practice of law upon completion of the -- the
19 suspension term.

20 I submit that absolutely it is not appropriate
21 to have a suspension that does not require
22 reinstatement hearing in this case because we haven't
23 heard from Mr. Bellisario. We have no idea if he would
24 not do this in the future, and -- and our job, as the
25 disciplinary system, is to protect the public from

1 attorneys that might steal from them, and we need to
2 hear from him no matter what.

3 Well, the Bar thinks that disbarment is
4 appropriate and would like for you to recommend
5 disbarment to the Supreme Court. I recognize that
6 perhaps the panel would prefer one of those more
7 lengthy suspensions, the five years and a day or the
8 five-year suspension.

9 I will represent to you that there was an
10 attorney, Cory Hilton, who recently had a disciplinary
11 case regarding the misappropriation of funds. There
12 was six figures missing, at least, from Mr. Hilton's
13 client trust account, and it was represented that at
14 least in part those funds were missing because of a
15 bookkeeper's misappropriation or conversion of the
16 funds. Nonetheless -- and Mr. Hilton participated in
17 that disciplinary case, and the Supreme Court,
18 ultimately, suspended Mr. Hilton for no less than five
19 years. So that's a five-year case just for your
20 reference point.

21 Okay. I think that's all of the information
22 that I want to dump on you before you head into
23 deliberations. If you have any questions now or even
24 in deliberations, because I gave you a lot of
25 information, I'm happy to answer those questions.

1 Thank you, again, for taking this time.

2 CHAIRPERSON GIUNTA: Ms. Atwood, Mr. Catlett,
3 do you guys have any questions?

4 MR. CATLETT: I have a couple of questions.
5 One of them is how often do the accused not respond at
6 all?

7 MS. FLOCCHINI: I can only speak practically
8 from my experience. I've been doing this about eight
9 years. I would say that it's -- it's fairly common in
10 these misappropriation cases. When there's this much
11 money missing, I would say it's fairly common for the
12 attorney to have disappeared, that they not
13 participate. And then in other cases, where I can see
14 indications or -- you know, as the prosecutor, we can
15 see indications that there are underlying issues, an
16 attorney won't participate, but we can't -- I mean, we
17 would love to be able to address the underlying issues,
18 but if they don't come forward and give them to us, we
19 can't do it. The only thing that we can do is protect
20 the public and hope or offer the opportunity for them
21 to address it in the future.

22 So I would say it -- it's fairly common, in my
23 experience, in these kinds of cases for an attorney to
24 not show up, unfortunately.

25 MR. CATLETT: Do you know when Mr. Bellisario

1 was arrested?

2 MS. FLOCCHINI: My understanding is that he
3 was in jail last week.

4 MR. CATLETT: Okay.

5 MS. FLOCCHINI: I will sort of tack onto that
6 that he has not responded from the beginning to
7 anything. He didn't respond to any of the
8 communications regarding the grievances, the complaint.
9 We know he has gotten information, and he -- he has
10 told us to leave him alone. And Exhibit 16,
11 specifically, is his communication to the membership
12 department, when they were following up on his
13 membership obligations, to say that he didn't want to
14 be a part of the Bar anymore. He doesn't like our
15 organization, so. . .

16 MR. CATLETT: So he is currently not a member
17 of the Bar?

18 MS. FLOCCHINI: No. He is a member of the
19 Bar. He's a suspended member.

20 MR. CATLETT: A suspended member, okay.

21 MS. FLOCCHINI: So I think, as context for
22 that communication that he made to the membership
23 department, they were emailing or communicating with
24 him to say: You owe us some disclosures. There are
25 some requirements that you have to do every year, and,

1 if you don't do them, then we suspend you.

2 You don't get disbarred for doing that. You
3 just get suspended, because disbarment is permanent.
4 And so he was facing what we call "administrative
5 suspension" because of his failure to do those things.
6 And he sort of said, "I don't care. I don't want to be
7 in your club, anyway."

8 So that was the email correspondence that's
9 Exhibit 16.

10 MR. CATLETT: Okay. That's all I have for
11 now. Thank you.

12 CHAIRPERSON GIUNTA: Ms. Atwood, do you have
13 something?

14 MS. ATWOOD: I do.

15 Thank you for bringing up that Exhibit 16
16 because I found that to be very interesting. I think I
17 picked that up from your brief.

18 MS. FLOCCHINI: Uh-huh.

19 MS. ATWOOD: So, excuse me, I'll get to a
20 question. I've just got to figure out what it is.

21 But we were talking about this email that says
22 "I have no desire to be part of the organization that
23 refuses to protect its own members and. . ."

24 Okay. He has got some underlying issues. I
25 think that's apparent. I mean, in the work I do, I'm

1 looking at people's -- I'm looking at people's
2 financial histories on a regular basis. And, usually,
3 to me, as soon as I see a lot of money going to a
4 casino, that's usually indicative of something
5 happening; and money being sent to people arbitrarily
6 with no seeming connection to the person or their
7 business. So I think it's -- I mean, I -- we can make
8 an assumption or a presumption that there are some
9 underlying issues.

10 Now, typically, I've seen underlying issues be
11 addressed as a mitigating factor. However, you haven't
12 mentioned that, and I think it's because he hasn't
13 shown up to present that. So as much as we can be
14 aware of it, if the --

15 Is it your -- is he respondent?

16 -- doesn't show up to put forth his evidence
17 and frame it to us as an underlying issue as a
18 mitigating factor, is that -- is that why you haven't
19 been -- presented, like, here is a mitigating factor.
20 We think he has got a problem?

21 MS. FLOCCHINI: Yes.

22 MS. ATWOOD: Okay.

23 MS. FLOCCHINI: You hit the nail on the head
24 exactly. Yes, without his participation, we can't
25 assign any actual mitigation, you know, that there's a

1 particular issue that he is or isn't addressing.

2 And so, while we think it's important to give
3 you context and show you where the money is being
4 spent, we're not sure what to do with it if he's not
5 participating.

6 MS. ATWOOD: And then the next part of that
7 is, well, okay, if we completely bar him from -- or
8 disbar him and he doesn't have any opportunity once --

9 Let's assume he's not in a good mental state
10 right now. Once he's in a good mental state, then
11 where does that leave him with wanting to come back
12 into this legal profession? I mean, if we disbar him,
13 but later he comes out and he says, "You know what? I
14 wasn't even in my head. I would like to be an
15 attorney," does he have anything down the road to -- to
16 get back into the profession if he desires to do so?

17 MS. FLOCCHINI: So he could try to sit for the
18 bar again, and he would have to pass a moral character
19 evaluation like we do the first time through.

20 MS. ATWOOD: Uh-huh.

21 MS. FLOCCHINI: That would be difficult to
22 pass, honestly, with this in your history. You're
23 asking the Bar to proactively, knowing that you
24 misappropriated funds, turn you loose again, right --

25 MS. ATWOOD: Right.

1 MS. FLOCCHINI: -- with clients.

2 I don't know if Mr. Bellisario is licensed in
3 any other states, and so I don't know what would happen
4 in other states, because other states do reciprocal
5 discipline. So, hypothetically, if he was licensed
6 somewhere else and they didn't have permanent
7 disbarment, he might be able to practice there. But
8 those are all hypotheticals. Sort of like the
9 mitigation, I'm not sure that -- it's not evidence that
10 I can give you necessarily.

11 MS. ATWOOD: Uh-huh.

12 MS. FLOCCHINI: It's just information.

13 And but, you know, specifically, because this
14 violation of client trust is so egregious, that's why
15 the Bar is recommending disbarment, and it's consistent
16 with what the standards say is appropriate in this kind
17 of circumstance, and that's what we're relying on when
18 we make that recommendation for disbarment.

19 I recognize sort of how it might feel as a
20 panel member, because we've all worked super hard to
21 get here, to get our bar license, and -- and we all
22 take pride in the profession, in being a part of this
23 group that is lawyers. And so a lot of times it's
24 difficult to consider taking someone else's opportunity
25 to participate in that in the future. And that's why I

1 try to give you all of that information about what
2 suspensions might look like, also.

3 MS. ATWOOD: I don't think I have any other
4 questions. Thanks for addressing that.

5 MS. FLOCCHINI: Sure. You're welcome.

6 CHAIRPERSON GIUNTA: Okay. I have a couple of
7 questions. Some of them really probably don't have
8 much relevance. So I'm just clarifying.

9 How much of your case was really based on the
10 loan from the chiropractor, Dr. Davis, what was going
11 on? That -- that -- I mean, if you can clarify that.
12 That seemed like he offered him money. There seemed
13 like there was a conflict there that was kind of
14 reciprocated by the doctor, as opposed to this guy
15 coming up and saying, "Hey, give me some money." I
16 mean, I know you got it as part of the case, but not a
17 big part, I hope, or. . .

18 MS. FLOCCHINI: No. It's -- it's not a large
19 part of the case. I mean, the large part is the
20 misappropriation of client funds. But we do have this
21 evidence that he was borrowing money and using client
22 cases to secure the -- the borrowing, which is, again,
23 just not appreciating the obligation to the client to
24 protect their claim and -- and to keep them separate.
25 So it's a violation of 1.8(i) that receiving the loan

1 and then securing it --

2 Just receiving the loan is not the problem.
3 It's the facts that it was secured by the client funds,
4 and he's supposed to know that. Dr. Davis, you know,
5 was looking for a way to secure it.

6 He said, "Let's use the case that I know you
7 have. You and I both know you're going to get some
8 money out of this," and Mr. Bellisario said, "I can't
9 do that. I'm not allowed to do that. Let's use my
10 car. Let's use my house" -- he could have offered
11 other security and he didn't. And so while it's a
12 violation in and of itself independent, I think it also
13 gives context and is indicative of what was happening
14 with the violation of Rule of Professional Conduct 1.15
15 where he wasn't keeping the client's money safe.

16 You're not allowed to do that because then you
17 become independently interested in the client's case
18 and you're going to make decisions to your benefit and
19 not to your client's benefit. So that's why there's
20 that particular rule. And to not understand that
21 that's what's going to happen or that's what we're
22 trying to protect against --

23 You know, that's something we've got to
24 protect the public from. If there's a lawyer out there
25 who doesn't get that, we need to be in the business of

1 protecting the public from the harm that may result.

2 CHAIRPERSON GIUNTA: Okay. How long was he --
3 about how long was he in practice?

4 MS. FLOCCHINI: He was -- Exhibit 2 shows that
5 he was licensed in 2014.

6 CHAIRPERSON GIUNTA: Okay. So he had been
7 around for a while. And he didn't have any other -- he
8 has never had any other complaints or any other --
9 other than the ones that came up in '20 and '21?

10 MS. FLOCCHINI: I don't know if he has had any
11 other grievances --

12 CHAIRPERSON GIUNTA: Okay.

13 MS. FLOCCHINI: -- where people have
14 complained about him and we've dismissed it. I know
15 that he has no prior discipline. So nothing has gotten
16 past a screening.

17 CHAIRPERSON GIUNTA: Yeah.

18 MS. FLOCCHINI: And then we've got this sort
19 of all of this stuff at once. You know, all of these
20 things came in pretty quickly, which can sometimes
21 happen. Somebody -- there's kind of a major issue.

22 CHAIRPERSON GIUNTA: And, I think, Ms. Atwood
23 and I are kind of at the same -- kind of the concern is
24 if he has had some kind of a recent split or something
25 and doesn't know what he's doing, what's the difference

1 between the five years and a day or the five years?

2 The five -- I'm assuming under both, he's
3 going to have to come in and show that he's not
4 suffering from the same situation, if that's what it
5 is. What's the difference between the one, other than
6 he's going to have to take the bar if he does the five
7 years and day?

8 MS. FLOCCHINI: That's the only difference.

9 CHAIRPERSON GIUNTA: Okay.

10 MS. FLOCCHINI: If the panel and the Supreme
11 Court accepts a five-years-plus-one-day suspension,
12 then it is -- it is guaranteed that he would have to
13 take the bar exam before he could return to practice.

14 If the order is for a five-year suspension,
15 then he will -- he can apply for reinstatement. If it
16 so happens that --

17 You know, the attorney has to apply for
18 reinstatement. So it may so happen that he doesn't
19 apply for reinstatement until five years and three
20 months, in which case by default he's going to have to
21 take the bar exam.

22 CHAIRPERSON GIUNTA: Right.

23 MS. FLOCCHINI: It's not what the order is
24 necessarily. It's how long you're actually out. So we
25 may have a lawyer that got suspended for a year, but

1 they don't petition for reinstatement until after the
2 five-year mark. They have to take the bar.

3 So -- so when you -- if the recommendation is
4 for a five-year-and-one-day suspension, then you are
5 guaranteeing that he would have to take the bar in
6 order to be reinstated, which --

7 CHAIRPERSON GIUNTA: Is there anything to be
8 served -- I mean, it didn't seem like he was
9 incompetent. He was getting pretty decent settlements.
10 It just seems like what he did with them is where we
11 had a problem. So, I mean, is there any sense -- yeah.

12 MS. FLOCCHINI: All right. So we do have
13 the -- the case -- I think in Mr. DeJong's case he
14 dropped the ball, and then in Mr. Toscano's case, which
15 is included in the complaint, he did miss filing. I
16 think he missed that client statute of limitations, but
17 that may be attributable to the circumstances that are
18 underlying everything.

19 CHAIRPERSON GIUNTA: Okay.

20 MS. FLOCCHINI: It was his own personal
21 snowball. He didn't get any grievances other than
22 those, you know, to indicate lack of diligence or
23 competence. We didn't get complaints from the court,
24 things like that, that would indicate he was otherwise
25 lawyering badly.

1 CHAIRPERSON GIUNTA: Okay.

2 MS. FLOCCHINI: I would admit that, if someone
3 is out for five years, though, that's a long time to
4 not be practicing. And so taking the bar may be a good
5 idea just to get you back in the swing of things.

6 CHAIRPERSON GIUNTA: Okay. I thank you very
7 much, Ms. Flocchini.

8 Anything else that we need to discuss before
9 we go and deliberate?

10 MS. ATWOOD: I just want to ask one more
11 question to clarify.

12 The records only go back to January of 2019,
13 and that's because that's just the look-back period
14 that the bar chose; is that correct?

15 MS. FLOCCHINI: Yes. Yes.

16 MS. ATWOOD: So.

17 MS. FLOCCHINI: We had to stop somewhere.

18 MS. ATWOOD: So we don't know whether or not
19 this may have been a practice prior to?

20 MS. FLOCCHINI: That is absolutely true. We
21 don't know how long he may have been misappropriating
22 client funds, you know, or not communicating properly
23 with his clients. We haven't had any grievances for
24 the time period prior, yet, but we don't have any
25 evidence of it.

1 I want to add something. I apologize. I'm so
2 focused on the protection-of-the-public piece of the
3 ask-for-the-recommendation that I need to make sure I
4 cover the request for payment of SCR 120 costs.

5 Supreme Court 120 requires that an attorney
6 who has been disciplined pay the administrative costs
7 plus the costs of the proceeding. The administrative
8 cost is tied to the level of discipline. It would be
9 \$2,500 for a suspension. It would be \$3,000 for a
10 disbarment. The cost of the proceeding will be
11 comprised of the mailing costs -- we have to send
12 certified mailings -- and then the cost of the
13 transcript. That gets submitted to the Supreme Court.

14 So I ask that in whatever recommendation that
15 you make, you also recommend payment of the costs
16 consistent with Supreme Court Rule 120.

17 CHAIRPERSON GIUNTA: Okay.

18 MS. ATWOOD: Can you help me out with the 2019
19 just to -- just walk me through one more time how far
20 back in 2019 is there -- the beginning of evidence to
21 show that he was not handling his client funds
22 correctly or misappropriating them?

23 MS. FLOCCHINI: I believe that Exhibit 10c
24 indicates that.

25 MS. ATWOOD: I see it, the chart, uh-huh.

1 MS. FLOCCHINI: Yeah. It indicates that --
2 she -- she made reference points quarterly, but she's
3 got indications in here that go -- go back to January
4 of 2019 of funds that the Bar's analysis indicates
5 should have been distributed and weren't. The reason
6 why it doesn't show a deficit in March of 2019 is
7 because other people's money was in the account to
8 accommodate that, you know, so it drew it out.

9 MS. ATWOOD: Uh-huh.

10 MS. FLOCCHINI: Yeah, I mean, from the very
11 beginning, Ms. Meeks was -- at the very beginning of
12 2019, Ms. Meeks was able to identify funds that should
13 have been disbursed, and she never saw any indication
14 that those funds were disbursed.

15 MS. ATWOOD: Okay. So it would be accurate to
16 say that at the beginning of 2019 that -- that there
17 was already activity indicating that he was not using
18 the funds correctly or not safe keeping the funds.

19 MS. FLOCCHINI: Yes.

20 MS. ATWOOD: Okay.

21 CHAIRPERSON GIUNTA: Do you have any question?

22 MR. CATLETT: Yeah, one last question.

23 If he is convicted of these chargers that he
24 was arrested for, how does that factor into his
25 continued professional license?

1 MS. FLOCCHINI: So it -- so it would be
2 addressed separately. If -- if it was somehow related
3 to conversion of funds that we have -- you know, that
4 would be addressed by this case, it -- it might
5 overlap. I don't think that it is related to it. So,
6 generally, I'll just tell you procedurally what happens
7 if an attorney is convicted of a crime. They have an
8 obligation to report it under Supreme Court Rule 111.
9 If they don't report it or we get -- that's a separate
10 violation. But then there's a disciplinary proceeding
11 that would analyze what kind of sanction would be
12 warranted for that conviction. And it would be -- at
13 its very basic level, it would be a violation of Rule
14 of Professional Conduct 8.4b which says that it -- a
15 lawyer is prohibited from engaging in criminal conduct,
16 just basically. And then -- and then it would be
17 analyzed for what it is by itself and a sanction
18 recommended to the Supreme Court associated with that
19 particular crime separate from this.

20 MR. CATLETT: And if -- the usage of the funds
21 seems a bit fraudulent to me. Does this get referred
22 to Metro for -- for prosecution?

23 MS. FLOCCHINI: Yes, we can do that. We do,
24 do that often. We don't know -- we can't control what
25 Metro does with it, but we do provide the information.

1 It's public record once the complaint has been
2 filed, all of the information we have is public record
3 and we do share it with Metro.

4 MR. CATLETT: Okay. Thank you very much. I
5 really appreciate it.

6 MS. FLOCCHINI: You are welcome.

7 CHAIRPERSON GIUNTA: Okay. Unless we have any
8 more questions, I think, Sonia, if you can break us off
9 into a deliberation room, I think that's probably our
10 next move.

11 Does that sound about right?

12 MS. FLOCCHINI: Yes. Thank you.

13 CHAIRPERSON GIUNTA: All right. Thank you.

14 (closed deliberations amongst the panel
15 members ensued.)

16 CHAIRPERSON GIUNTA: Ms. Flocchini, we had a
17 question for you -- actually, Ms. Atwood has a question
18 for you.

19 MS. ATWOOD: We have some concern about the
20 permanency of a disbarment in light of the fact that we
21 may have a -- a member of the bar who is experiencing
22 mental -- I don't know what's the word, the politically
23 correct word for this -- but who is experiencing
24 emotional and physiological, psychological distress
25 such that it would cause him to make these decisions.

1 And, ultimately, if we -- if we recommend disbarment in
2 the Supreme Court, then what will the Supreme Court do
3 as far as asking whether or not any consideration was
4 given to Mr. Bellisario's state.

5 MS. FLOCCHINI: Sure.

6 MS. ATWOOD: And that we wouldn't want them
7 to, you know, have a recommendation of, let's say,
8 disbarment, but then say, "No, no, he -- he really
9 should have -- this mitigation should have been
10 considered." How do you -- how do we deal with that?

11 MS. FLOCCHINI: Yeah. So I will -- the --

12 Two things, one, I'll reference that, you
13 know, once the panel has a recommendation, it gets
14 submitted to the Supreme Court, Mr. Bellisario gets
15 notice of that -- and he has the opportunity to submit
16 anything to them directly, also. He has got one more
17 chance to -- to come in and make his case, if possible,
18 at that point. And -- and then the Supreme Court takes
19 up the -- the decision or your recommendation in the
20 whole record. And they make a de novo review of the
21 conclusions of law and the final recommendation. And
22 so they'll look through everything again themselves and
23 decide whether or not to accept your recommendation
24 and -- and order that, ultimately, or to switch it.

25 And so maybe they get additional information

1 from Mr. Bellisario that you don't get. Maybe they
2 take that into consideration. Maybe they send it back
3 to you for consideration at that point. So there's --
4 there's that opportunity.

5 And then, you know, I'll just reference those
6 other cases that I cited to you as examples of cases
7 where the Supreme Court said, "No. The misap- -- the
8 converting of client funds was so egregious and it was
9 so blatant, that we can't trust you. We just can't
10 trust you to go back under any circumstances no matter
11 what." And so, you know, they ordered disbarment in
12 those particular cases.

13 So, you know, your -- your decision is a
14 recommendation to them. And they -- they can choose to
15 follow it or not. They accept your findings of fact
16 with an abuse of discretion standard and then they make
17 a de novo review of the conclusions of law and the
18 final sanction to be imposed.

19 MS. ATWOOD: Can we recommend an alternative?
20 So if we say, "This is what we recommend, but on the
21 alternative, this is our recommendation"?

22 MS. FLOCCHINI: Sure. Yeah. I mean, you
23 know, the more that you tell the Court is your thinking
24 or the basis for your recommendation, I think the
25 better, and that -- yeah, and then they make a final

1 decision. That's -- that's why they get paid the big
2 bucks.

3 MS. ATWOOD: Okay.

4 MR. CATLETT: Do they make the decision --

5 So they can say -- if we recommend disbarment,
6 they can come back and say that's -- we understand
7 that. There's mental health issues. We're going to go
8 with the suspension for five years and day, or does it
9 not come back?

10 MS. FLOCCHINI: No. No. They -- they just
11 make their own decision. If there are instances where
12 they will send something back, those instances are when
13 the recommendation to them is based upon a conditional
14 guilty plea. So the respondent has said --

15 MR. CATLETT: Okay.

16 MS. FLOCCHINI: "I agree I'm going to get X
17 sanction." And the Supreme Court says, "No. We don't
18 like that." Then they'll send it back for everyone to
19 try again to start -- you know, to reconsider.

20 But when it's a contested hearing like this
21 and you get evidence and then they get to hear the
22 evidence and consider it themselves, they won't send it
23 back to you.

24 MR. CATLETT: Okay.

25 MS. FLOCCHINI: They'll just make their own

1 decision.

2 CHAIRPERSON GIUNTA: Would that be a -- well,
3 would this be a contested hearing, or would this be
4 just -- this is considered a contested hearing even
5 though there's nothing from Mr. Bellisario?

6 MS. FLOCCHINI: Yes. I mean, it -- it's
7 considered a contested hearing. I guess the better way
8 to put it is a full evidentiary hearing.

9 CHAIRPERSON GIUNTA: Okay. All right.

10 MS. ATWOOD: Okay. So the Supreme Court will
11 look at the full record when they do this. Okay.

12 MS. FLOCCHINI: Yes.

13 CHAIRPERSON GIUNTA: Okay. All right. Well,
14 thank --

15 And you guys have any other questions? I'm --
16 okay. No?

17 Okay. Well, then, Sonia, can you send us back
18 into our deliberation room again?

19 MS. FLOCCHINI: Back to our room.

20 THE HEARING PARALEGAL: Yes, sir.

21 CHAIRPERSON GIUNTA: All right.

22 (Closed deliberations amongst the panel
23 members resumed.)

24 CHAIRPERSON GIUNTA: Do you want our -- do you
25 want me to kind of convey the decision and then -- I

1 don't write the decision, right? You write those?

2 MS. FLOCCHINI: If you tell me to, I do,
3 absolutely.

4 CHAIRPERSON GIUNTA: All right. Well, let me
5 tell you what our thinking was.

6 Two out of the panel members agreed on
7 disbarment. A third indicated that he felt that five
8 years' suspension was sufficient. I don't think
9 there's any question that he breached his duty. There
10 is no question about that. He breached his duty. By
11 the length, the number of incidents, his mental state,
12 you know, I think we are convinced that his mental
13 state was there, was sufficient.

14 MS. FLOCCHINI: Which mental state do you --
15 does the panel attribute? Intentional? Knowing?

16 CHAIRPERSON GIUNTA: I think it's intentional.
17 I think we all agreed that it was intentional.

18 Just based on the length and the number of
19 incidents and, you know, the whole -- the whole -- the
20 whole period of time, I mean, we only went back -- you
21 guys went back to 2019. You didn't have any incidents
22 before that, but you did have -- you know, you had
23 significant amounts.

24 The injury caused, clearly, that's, you know,
25 five of these people are left with bills that are --

1 that are outstanding. You know, clearly there is a
2 problem. The concern that the third person had -- had
3 to do with the aggravation, the mitigation, what was
4 his -- you know, if he had a mental illness, if he had
5 a gambling problem, if he had a drug problem, we just
6 don't know. And the concern was to -- for, you know,
7 to preclude him from ever being a lawyer, even though
8 he has indicated, look, I don't want to be in your club
9 anymore, you don't know what he's thinking. So that's
10 what the third person was thinking.

11 So, I guess -- I guess we would be asking for
12 the disbarment, and I don't know if there's something
13 in there about a descent or how you -- how you handle
14 that.

15 MS. FLOCCHINI: Yeah.

16 No. So, typically, we represent if it's a
17 unanimous vote or not on each of the particular
18 conclusions of law and then the recommendation. And so
19 we can just indicate that. That it was a unanimous
20 finding of violations, unanimous on -- on the
21 factors --

22 CHAIRPERSON GIUNTA: Right.

23 MS. FLOCCHINI: -- and that there was a split
24 in the recommendation and the basis for that. I think
25 it -- that gives the Court all of the -- you know, it

1 gives them a lot to work with, and it's important to
2 give them the panel's considerations, absolutely.

3 CHAIRPERSON GIUNTA: Yeah. The -- you know,
4 it was -- I think it was close on both counts because
5 it is a "death" penalty, but it's also he caused, you
6 know, a lot of injury. He -- you know, it seems like
7 he intended to do this, but the concern and what we
8 didn't know and how nobody could know was what -- you
9 know, if there is something that's causing this. If he
10 has, you know, gambling addiction, you know, drug,
11 alcohol, we just don't know. And all of the sudden he
12 comes out of the fog and says, "Hey, you know, I really
13 want to be a lawyer and I'm sorry and I'll, you know,
14 make all of this back." Then, you know, you hate to
15 have a guy lose his career for something like that.

16 So, anyhow, those are the two theories. You
17 know, two were disbarment and one was for a five-year
18 suspension, so. . .

19 MS. FLOCCHINI: Okay. Excellent.

20 Let me ask a few questions so I can make sure
21 that we have a good complete record from which I can
22 make that recommendation, write it up for you.

23 My first question is: Did the panel find that
24 all of the rules of professional conduct alleged in the
25 complaint were violated?

CHAIRPERSON GIUNTA: I think so, yeah.

I -- yeah. I wasn't -- I wasn't real thrilled with the doctor what's his face, Dr. Davis, that I myself -- I -- I don't know how that got to where it got, but, you know, he -- I'm sure he -- well, anyhow.

MS. FLOCCHINI: I understand. I do. I appreciate that, yes.

CHAIRPERSON GIUNTA: Yeah.

MS. FLOCCHINI: And then everyone agrees that it was an intentional violation of Rule of Professional Conduct 1.15, right?

CHAIRPERSON GIUNTA: Yeah, I think so.

MS. ATWOOD: Yeah.

CHAIRPERSON GIUNTA: The length and the amount of time that he did it, the incidents and the length that he did it, I think, really kind of indicated it wasn't just a mistake. It wasn't just, oh, I'm going to pay Peter -- rob Peter to pay Paul, that kind of thing. It seemed like he was -- he was in it, you know, for the -- just to get whatever money he could get, so. . .

MS. FLOCCHINI: Okay. And -- and I'm going to assume that the panel's recommendation is really based on the focus of that violation of Rule of Professional Conduct 1.15, the conversion of client funds, right?

1 CHAIRPERSON GIUNTA: Yes.

2 MS. FLOCCHINI: It's not based on the
3 diligence and all those other things. That's what you
4 were focused on.

5 CHAIRPERSON GIUNTA: Yeah, absolutely. Yeah.
6 Yeah.

7 MS. FLOCCHINI: And did -- are you good with
8 application of standard 4.11?

9 CHAIRPERSON GIUNTA: Which is what? Wait a
10 minute? That's --

11 MS. FLOCCHINI: So that's the Annotated
12 Standard for Imposing Lawyer Sanctions. 4.11 says that
13 disbarment is the baseline sanction.

14 CHAIRPERSON GIUNTA: Yeah. I mean, two-thirds
15 of us are, yes.

16 MS. FLOCCHINI: Well, I mean, I -- I --
17 respectfully, I think you could all be okay with that
18 being the baseline, and it appears that --

19 CHAIRPERSON GIUNTA: Yeah.

20 MS. FLOCCHINI: -- one member thinks that
21 there's mitigation that would warrant deviating from
22 the --

23 CHAIRPERSON GIUNTA: Yeah. I think we can all
24 live with that. Yeah.

25 MS. FLOCCHINI: Okay.

1 CHAIRPERSON GIUNTA: Brian, you okay with
2 that?

3 MR. CATLETT: (Nodded head up and down.)

4 CHAIRPERSON GIUNTA: Yeah.

5 Sarah?

6 MS. ATWOOD: (Nodded head up and down.)

7 MR. CATLETT: Yes.

8 MS. FLOCCHINI: Okay. And -- any concerns
9 about the testimony?

10 And the reason why I ask that is that the
11 panel does -- or the Court defers to the panel's
12 findings of fact, and so they do look to the panel. If
13 you -- if you wanted to make any comments about
14 credibility of witnesses, you could.

15 CHAIRPERSON GIUNTA: Well, you -- you know my
16 concern. I'm -- Dr. -- that loan, I -- I know its
17 account and he shouldn't have done it. It's just --
18 I'm not at all -- it's not -- to me it is not a strong
19 point of the Bar's case.

20 MS. FLOCCHINI: You are not particularly
21 sympathetic. I understand that.

22 CHAIRPERSON GIUNTA: Yeah.

23 MS. ATWOOD: I would add to that that I
24 probably felt very similar about the -- the -- the
25 series of evidents that he was testifying about and how

1 he himself, Dr. Davis, perceived the events and how he
2 related the events. Frankly, I'll be forthright. Some
3 of them may have been to -- that the testimony was made
4 in such a way as to protect his own practices, which I
5 can understand that, and it -- but it did also help me
6 to -- in the regard of understanding what took place.
7 So that -- that helped me, and, yes. So I'll say that
8 about that testimony. Yes.

9 MS. FLOCCHINI: Thank you.

10 CHAIRPERSON GIUNTA: Okay.

11 MS. FLOCCHINI: Okay. Awesome. Thank you.

12 CHAIRPERSON GIUNTA: Is there anything else,
13 Kait? You need anything? No?

14 MS. ATWOOD: And -- and can I clarify. Was
15 it -- did we -- it was disbarment, and it was five
16 years and a day, or it was five years?

17 CHAIRPERSON GIUNTA: I think it was five
18 years.

19 MS. ATWOOD: Okay.

20 CHAIRPERSON GIUNTA: But I don't know that
21 anything would be served by the five years and a day,
22 you know, for him taking the bar. It's -- it's going
23 to be hard enough. I doubt they'll let him back in,
24 but -- you know. So I now I've tipped my hand as to
25 who is the two and who is the one, so. . .

1 MS. FLOCCHINI: I -- let me just make sure to
2 clarify that did the panel find that the aggravating
3 factors that I argued were present?

4 CHAIRPERSON GIUNTA: Yeah, they were -- they
5 were present, I think. I mean, I -- you know.

6 MS. ATWOOD: Yes.

7 MS. FLOCCHINI: And were there any extra ones
8 that you wanted to have in the order?

9 CHAIRPERSON GIUNTA: I didn't see anything.

10 MS. ATWOOD: No.

11 CHAIRPERSON GIUNTA: I just -- you know, the
12 lack of mitigation, I think, was -- and there's nothing
13 you can do about that. It's just supposition and, you
14 know, a concern for the -- you know, just the "death"
15 penalty is something I'm -- you know, something that
16 I -- it was hard enough for me to get done with the
17 bar. So I'd hate to have somebody else take it again.

18 MS. FLOCCHINI: No. I totally understand.

19 MS. ATWOOD: I can understand. Yeah.

20 MS. FLOCCHINI: Yeah. We appreciate that,
21 absolutely. That's why I gave you everything.

22 Okay. Okay. I think those -- and you would
23 recommend imposition of the SCR 120 costs?

24 CHAIRPERSON GIUNTA: Oh. Yes, absolutely.
25 Thank you. Thank you. I forgot about that.

1 MS. FLOCCHINI: No problem. I almost did
2 also, but now it's on our record. So, thanks.

3 CHAIRPERSON GIUNTA: Yes, ma'am.

4 All right. So you prepare that and then I'll
5 send it to these guys -- or you'll send it to everybody
6 and then I'll sign it and then -- we'll sign it and get
7 it over? Okay.

8 MS. FLOCCHINI: Yes.

9 CHAIRPERSON GIUNTA: All right. Well, thank
10 you very much, Kait. Thank you, Sarah. Thank you,
11 Brian. I had a lot of fun.

12 MS. FLOCCHINI: Yeah. Thank you. Thank you
13 for your dedication to this case. It's an important
14 one.

15 CHAIRPERSON GIUNTA: Thanks.

16 MS. FLOCCHINI: So I appreciate it.

17 MS. ATWOOD: Thank you for all your efforts
18 and thank you, everyone.

19 CHAIRPERSON GIUNTA: Thanks. Thank you, guys.

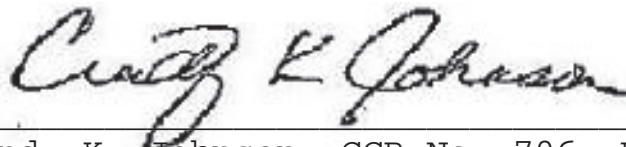
20 (The hearing concluded at 4:29 p.m.)

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CERTIFICATE OF REPORTER

I, Cindy K. Johnson, certified court reporter,
do hereby certify that I took down in shorthand
(Stenotype) all of the proceedings had in the
before-entitled matter at the time and place indicated;
and that thereafter said shorthand notes were
transcribed into typewriting at and under my direction
and supervision and the foregoing transcript
constitutes a full, true and accurate record of the
proceedings had.

IN WITNESS WHEREOF, I have hereunto affixed my
hand this 15th day of November 2021.



Cindy K. Johnson, CCR No. 706, RPR

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RECORD OF DISCIPLINARY PROCEEDINGS,
PLEADINGS AND TRANSCRIPT OF HEARING

Bradley J. Bellisario, Esq.
Nevada Bar No. 13452
7100 Grand Montecito Pkwy,
#2054
Las Vegas, NV 89149
Respondent

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STATE BAR OF NEVADA
SOUTHERN NEVADA DISCIPLINARY BOARD

BRADLEY J. BELLISARIO

File Nos.: OBC20-1137, OBC21-0053, OBC21-0065 & OBC21-0142

FORMAL HEARING
October 27, 2021 at 1:00 p.m. via Zoom

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PANEL

Robert Giunta, Esq., Panel Chair
Sarah Atwood, Esq., Panel Member
Brian Catlett, Lay Member

Kait Flocchini, Esq.
Assistant Bar Counsel

Bradley J. Bellisario
Respondent

Tiffany Bradley
Hearing Paralegal



FILED

JUN 17 2021

STATE BAR OF NEVADA
BY 
OFFICE OF BAR COUNSEL

Case No: OBC20-1137, OBC21-0053,
OBC21-0065, OBC21-0142,
and OBC21-0146

STATE BAR OF NEVADA

SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA,)
)
Complainant,)
vs.)
)
BRADLEY J. BELLISARIO, ESQ.,)
BAR NO. 13452)
)
Respondent.)

COMPLAINT

TO: Bradley J. Bellisario, Esq.
7495 West Azure Drive, Suite 258
Las Vegas, Nevada 89130
bradb@bellisariolaw.com

PLEASE TAKE NOTICE that pursuant to Supreme Court Rule ("SCR") 105(2) a
VERIFIED RESPONSE OR ANSWER to this Complaint must be filed with the Office of Bar
Counsel, State Bar of Nevada, 3100 W. Charleston Blvd, Suite 100, Las Vegas, Nevada 89102,
within twenty (20) days of service of this Complaint. Procedure regarding service is addressed
in SCR 109.

1 Complainant, State Bar of Nevada ("State Bar"), by and through its Assistant Bar
2 Counsel, R. Kait Flocchini, is informed and believes as follows:

3 1. Attorney Bradley J. Bellisario, Esq. ("Respondent"), Bar No. 13452, is currently
4 an active member of the State Bar of Nevada and at all times pertinent to this complaint had
5 his principal place of business for the practice of law located in Clark County, Nevada.

6 2. On October 21, 2020, the State Bar received an overdraft notice from Wells
7 Fargo Bank ("WFB") advising that the trust account x8817 for Bellisario Law, LLC was
8 overdrawn by \$1,662.05.

9 3. The cause of the reported overdraft was a loan payment to Kabbage in the amount
10 of \$1,796.72. The payment was returned, and a \$35 fee was charged.

11 4. The State Bar sent multiple letters requesting an accounting for Client Trust
12 Account x8817 to Respondent requesting an explanation of the overdraft with supporting
13 documentation.

14 5. Respondent failed to respond to any of the State Bar's requests for information.

15 6. The State Bar subpoenaed bank records from WFB for Respondent's accounts for
16 the time-period of January 2019 to March 2021.

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7. In response to the State Bar's subpoena, WFB provided records for the following accounts:

Account #	Account Name	Date Opened	Date Closed	Signers
x8817	Bellisario Law LLC NV IOLTA Account	9/21/15		Bradley J. Bellisario
x1416 linked to x8866	Bellisario Law, LLC Market Rate Savings Acct	9/21/15		Bradley J. Bellisario
x8866 Linked to x1416	Bellisario Law, LLC Business Checking (Op Acct)	9/21/15		Bradley J. Bellisario
x7891	Bellisario Law PC Op Acct	4/8/20		Bradley J. Bellisario
x7867	Bellisario Law PC NV IOLTA	4/8/20		Bradley J. Bellisario
x2348	Bradley J. Bellisario Platinum Savings Account	3/25/20		Bradley J. Bellisario
x7327	Brayden Bellisario (minor) Way2Save Account	5/2/15		*Bradley J. Bellisario *Emily Cardona
x3573	Bradley J. Bellisario	3/25/20		Bradley J. Bellisario
x9522	Bradley & Emily Bellisario	8/8/11		*Bradley J. Bellisario *Emily Cardona

///

Payment of Kabbage Personal Loan

8. On August 2, 2019, a deposit of a personal loan from Kabbage in the amount of \$25,000 was made into WFB Bellisario Law LLC Operating Account x8866.

9. The Kabbage loan was re-paid from WFB Op Acct x8866 as follows:

Date	Payee	Amount	Notes
9/3/19	Kabbage	\$1,796.72	
10/2/19	Kabbage	\$1,796.72	
11/1/19	Kabbage	\$1,796.72	
12/2/19	Kabbage	\$1,796.72	
1/2/20	Kabbage	\$1,796.72	
2/3/20	Kabbage	\$1,796.72	
3/3/20	Kabbage	\$1,796.72	
4/1/20	Kabbage	\$1,796.72	
5/4/20	Kabbage	\$1,796.72	Caused overdraft of \$35.90. An overdraft fee of \$35 was assessed on 5/5/20
6/1/20	Kabbage	\$1,796.72	
7/2/20	Kabbage	\$1,796.72	
8/3/20	Kabbage	\$1,796.72	
9/1/20	Kabbage	\$1,796.72	

10. Multiple automated payments for the Kabbage loan from Operating Account x8866 were returned during month of October 2020.

11. A returned payment for the Kabbage loan also occurred in Respondent's Client Trust Account x8817, which is what prompted the overdraft notification to the State Bar.

12. A partial payment to Kabbage cleared in Respondent's Client Trust Account x8817 on October 23, 2020. The other half of the monthly payment, paid from the Operating Account x8866, was returned.

13. In November 2020, Respondent issued a stop payment for two attempts by Kabbage to remove additional funds from his Client Trust Account. One occurred on November 4, 2020 in the amount of \$898.36 and the other was on November 17, 2020, in the amount of \$748.36.

14. Kabbage attempted to draw payments from Operating Account x8866 twice in November 2020 and twice in December 2020- all four attempts resulted in a return of funds and the assessment of a \$35 fee by the bank.

15. Respondent's Operating Account x8866 had an overdrawn balance of \$168.61 from December 31, 2020 through March 2021.

Misappropriation and Commingling in Respondent's Client Trust Account

16. Respondent withdrew funds totaling \$64,200 from Client Trust Account x8817 that were deposited into his personal bank accounts. Those withdrawals had no relationship to disbursement of Respondent's earned fees. The withdrawals are as follows:

- a. \$1,000 on June 28, 2019;
- b. \$5,500 on July 15, 2019;
- c. \$16,000 on July 15, 2019;
- d. \$3,000 on September 4, 2019;
- e. \$5,000 on October 8, 2019;
- f. \$5,000 on October 8, 2019;
- g. \$5,000 on October 8, 2019;
- h. \$500 on October 16, 2019;

- i. \$4,500 on November 1, 2019;
- j. \$500 on December 26, 2019;
- k. \$400 on January 8, 2020;
- l. \$350 on January 9, 2020;
- m. \$400 on January 10, 2020;
- n. \$1,000 on February 24, 2020;
- o. \$4,000 on June 22, 2020;
- p. \$300 on November 10, 2020;
- q. \$1,500 on December 18, 2020;
- r. \$7,500 on December 21, 2020; and
- s. \$2,700 on December 31, 2020.

17. Respondent deposited personal funds totaling \$11,050 into Client Trust Account x8817 as follows:

- a. \$10,000 on October 15, 2019; and
- b. \$1,500 on July 1, 2020.

18. Respondent paid the following personal expenses from his Client Trust Account x8817:

- a. \$65 on March 19, 2019 to the Nevada CLE Board; and
- b. \$583 on May 20, 2019 to Accurate Garage Door Springs.

19. Respondent made the following Zelle transfers of funds in his Client Trust Account to persons that were not clients or identified lienholders:

- a. \$100 on December 23, 2019 to Holm Paulina;
- b. \$500 on July 29, 2020 to Dianne Christine;
- c. \$500 on August 7, 2020 to Buddy Jules;

- d. \$500 on September 14, 2020 to A. Natalie;
- e. \$1,500 on September 24, 2020 to A. Natalie;
- f. \$500 on September 28, 2020 to Lincoln Erin;
- g. \$500 on September 29, 2020 to Lincoln Erin; and
- h. \$1,500 on October 23, 2020 to A. Natalie.

20. On or about February 25, 2019, Respondent paid client Gustavo Iniguez \$5,000 from his Client Trust Account when Respondent was not holding any funds for Mr. Iniguez in the account. This payment was identified as an 'advance' on Mr. Iniguez's anticipated settlement of a personal injury claim.

Personal Loans Secured with Particular Contingency Fees

21. On December 12, 2018, Bellisario borrowed \$5,000 from Injury Solutions at 0% interest rate. Injury Solutions's check #1034 referenced "Personal Injury loan: T.S. DOI 8/8/2018" in the memo section.

22. Respondent executed a promissory note for the Injury Solutions loan. The loan was secured on Respondent's contingency fee of the American Family Claim No. 1-00-797705. The repayment was "due on receipt of the settlement resulting from the motor vehicle occurring on August 8, 2018."

23. On March 8, 2019, Respondent deposited \$58,488.08 into his Client Trust Account. The deposits referenced American Family Claim No. 01-000-797705.

24. On March 13, 2019, Respondent repaid the Injury Solution's loan using Client Trust Account x8817 check number 1259 in the amount of \$5,000.

25. On July 2, 2020, Respondent borrowed \$4,500 from Injury Solutions at 0% interest rate. Injury solutions provided check #1288 to Respondent.

1 26. Respondent did not deposit these funds into any of his Wells Fargo Bank
2 accounts.

3 27. Respondent executed a promissory note for this second Injury Solutions loan.
4 The loan was “secured by the Personal Injury Settlement resulting from Claim No.’s 28-07H4-
5 55C (Frank Arambula) and 050054623 0101 055 (Christine Heath).” The repayment was “due
6 on receipt of the settlement resulting from the motor vehicle accidents, claim NO. 28-07H4-
7 55C (Frank Arambula) and 050054623 0101 055 (Christine Heath).”

8 28. On July 20, 2020, Respondent deposited \$100,000 into the Client Trust Account
9 x8817 for the Heath settlement with GEICO insurance.

10 29. On July 24, 2020, Respondent repaid the Injury Solutions loan using Client Trust
11 Account x8817 check number 1380 in the amount of \$4,500.

12 OBC210-0053 (Client: Christine Heath)

13 30. On September 5, 2019, Christine Heath was in a car accident.

14 31. She initially retained attorney Lloyd Baker to represent her in her personal injury
15 claim.

16 32. Heath was not satisfied with Baker’s representation and was referred to
17 Respondent.

18 33. Heath then retained Respondent.

19 34. On December 2, 2019, Preferred Capital Funding gave Heath a loan for \$4,000
20 against her settlement. Respondent signed the Attorney Acknowledgment that acknowledged
21 the funding and assignment against the settlement proceeds.

22 35. In January 2020, Heath’s case with State Farm settled for policy limits of
23 \$25,000.

1 36. On January 24, 2020, Respondent deposited the \$23,575 settlement check from
2 State Farm into his Client Trust Account x8817.¹

3 37. On January 30, 2020, Respondent partially paid Injury Solutions's lien on
4 Heath's proceed in the amount of \$7,858.33.

5 38. On February 2, 2020, Respondent transferred \$7,885 from his Client Trust
6 Account x8817 to his Operating Account x8866 as his contingency fee from Heath's settlement
7 proceeds.

8 39. On April 20, 2020, Respondent paid Dr. Bernard Ong \$550 with check #1363.

9 40. On April 21, 2020, Heath's remaining balance in the Client Trust Account was
10 \$7,281.67.

11 41. On July 19, 2020, the balance in Respondent's Client Trust Account x8817 was
12 \$30.02, far less than the \$7,281.67 that should have been maintained in the Trust Account just
13 for Heath.

14 42. In July 2020, Heath settled with GEICO for policy limits of \$100,000.

15 43. On July 20, 2020, Respondent deposited the \$100,000 settlement check from
16 GEICO into his Client Trust Account x8817.

17 44. On July 21, 2020, Respondent transferred (i) \$4,250 to his Operating Account
18 x8866 and (ii) \$30,000 to his Operating Account x7891. The transfers totaled \$34,250.

19 45. According to Heath's distribution sheet, dated July 22, 2020, Respondent's fees
20 and costs totaled \$40,019.04.

21 46. Respondent withdrew \$2,115.96 more from Heath's settlement funds than what
22 was owed to him in Heath's case for his fees/costs.

23
24 ¹ State Farm paid the Baker Law Firm lien directly from the settlement.

1 47. On July 22, 2020, Bellisario gave Heath check #1374 in the amount of \$33,319.04
2 representing her share of the settlement proceeds.

3 48. Respondent should have been holding more than \$72,000 on behalf of Heath,
4 but the ending daily balance of his Client Trust Account on July 22, 2020, was only \$32,460.98.

5 49. On July 23, 2020, Respondent deposited settlement proceeds on behalf of three
6 other clients into his Client Trust Account.

7 50. Also on July 23, 2020, Bellisario gave Injury Solutions check #1379 in the
8 amount of \$31,560.71 representing the balance owed toward Heath's lien.

9 51. On July 24, 2020, Respondent repaid the \$4,500 loan from Injury Solutions, that
10 was to be paid from his fees earned in that case.

11 52. Respondent provided Heath with a Distribution Sheet showing that he had paid,
12 or would pay, other lienholders on her behalf.

13 53. Respondent failed to pay the following liens, listed on Heath's Distribution Sheet,
14 from Client Trust Account x8817:

15 Las Vegas Radiology \$ 2,050.00

16 Dr. Barnard Ong \$ 500.00

17 Medicaid \$ 348.88

18 Multus Medical \$ 1,200.00

19 Preferred Capital Funding \$ 6,100.00

20 **TOTAL \$10,317.88**

21 54. By September 30, 2020, Respondent's Client Trust Account balance was
22 \$234.67.

23 55. On October 30, 2020, Preferred Capital emailed Respondent requesting a status
24 of Heath's case. Respondent failed to respond.

1 56. Preferred Capital sent additional emails on October 18; November 3; November
2 12; November 19; and December 1, 2020. Respondent failed to respond to those emails as well.

3 57. On December 14, 2020, Preferred Capital left a voicemail for Respondent and
4 sent an email to Heath asking for an update.

5 58. On December 15, 2020, Heath called Preferred Capital advising that the case
6 settled and providing them with Respondent's disbursement sheet showing Preferred Capital
7 was paid \$6,100.

8 59. On December 15, 2020, Preferred Capital sent Respondent a letter via email and
9 regular mail reminding him of his duties under RPC 1.15 and advising Bellisario they had not
10 received the \$6,100.

11 60. Thereafter, Respondent failed to communicate with Preferred Capital or Heath.

12 61. Respondent's Client Trust Account balance on February 26, 2021 was \$96.05,
13 which is far less than he owes to Heath's lienholders.

14 62. Respondent has not paid the \$6,100 due to Preferred Capital.

15 OBC21-0065 (Clients: Aguilar Family)

16 63. On June 1, 2019, the Aguilar family was in a car accident. Minervo Felipe was the
17 driver. His brother, Adulfo, and his father, Minervo, were also in the vehicle.

18 64. On June 3, 2019, the Aguilars retained Respondent to pursue their personal
19 injury claims.

20 65. Respondent was also representing Adulfo for a personal injury that occurred on
21 April 3, 2019.

22 66. On December 26, 2019, Respondent gave Adulfo an advance of \$3,000 using
23 check #1339 from his Client Trust Account x 8817 prior to receiving any settlement funds on
24 his behalf.

1 67. In July 2020, the Aguilar's case settled with Mercury Insurance.

2 68. Minervo Felipe and Adulfo were not advised of the exact total settlement and
3 what each person received. They were only told that settlement would be pro-rated.

4 69. Respondent took them to a notary who notarized their signatures on the release.

5 70. Minervo Felipe and Adulfo did not understand the terms of the settlement.

6 71. On July 23, 2020, Bellisario deposited the settlement checks from Mercury
7 Insurance into his Client Trust Account x8817 as follows:

8 Adolfo Aguilar \$13,000.00

9 Minervo Aguilar-Sosa \$22,500.00

10 Minervo Felipe Aguilar-Solis \$30,000.00

11 **Total \$65,500.00**

12 72. On July 28, 2020, Respondent transferred \$17,000 to Operating account x7891
13 and \$5,000 to Operating Account x8866. This amount is approximately 33% of the total
14 settlement the Aguilar's received.

15 73. On July 29, 2020, Respondent issued Adulfo check #1383 in the amount of
16 \$4,000. The memo section states "PI Advance."

17 74. Adulfo believes the \$4,000 to be his portion of the settlement funds, not an
18 advance. However, Adulfo did not receive a distribution sheet.

19 75. Respondent's bank records do not indicate Respondent paid any liens on behalf
20 of Adulfo.

21 76. On July 30, 2020, Bellisario issued Minervo a check #1382 in the amount of
22 \$7,348.58.

23 77. Minervo did not receive a distribution sheet.

78. Respondent's bank records do not indicate Respondent paid any liens on behalf of Minvero.

79. Respondent did not make a distribution to Minervo Felipe at this time.

80. Respondent's bank records do not indicate Respondent paid any liens on behalf of Minvero Felipe.

81. On July 31, 2020, Respondent should have still been holding the following, on behalf of the Aguilar:

Adolfo Aguilar	\$ 1,710.00
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Minervo Aguilar-Sosa	\$ 7,348.58
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Minervo Felipe Aguilar-Solis	\$19,944.45
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Total	\$29,003.03
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82. The balance of Respondent's Client Trust Account x8817 on July 31, 2020 was \$2,547.94.

83. In August 2020, Minervo Felipe texted Respondent requesting a status on the lien negotiation.

84. Respondent tells Minvero Felipe that he may have to take the provider to court over a \$13,000 lien. Respondent does not tell Minervo Felipe that he no longer has the funds in trust.

85. On September 30, 2020, Respondent's Client Trust Account balance was \$234.67.

86. In October 2020, Minervo Felipe texted Respondent multiple times asking for the status of the lien reduction.

87. Respondent tells Minvero Felipe that the reduction request is still pending. Respondent offers to give Minervo Felipe \$3,000.

1 88. ON October 23, 2020, Minvero Felipe received check #1401 for \$3,000 from
2 Respondent's client trust account x8817. This is the last and only payment Minervo Felipe
3 received from Respondent.

4 89. On November 9, 2020, Minervo texted Respondent advising that he received a
5 collection letter regarding the UMC bill.

6 90. Minervo continued to text Respondent in November asking for a status.

7 91. Respondent does not respond to Minvero's requests until December 3, 2020,
8 when he texted that he is at the dentist and he will call later.

9 92. Minervo advised Respondent that a second collection arrived. Respondent
10 stated that he would call the collection agency the following day.

11 93. On December 12, 2020, Minervo texted Respondent again advising he received a
12 third collection notice regarding the UMC bill.

13 94. Minvero sent additional texts in December and January 2021.

14 95. Respondent did not respond to Minervo's inquiries or address the outstanding
15 lien.

16 96. In late January 2021, Adulfo was contacted by attorney Michael Kristoff who
17 stated Respondent closed his office and gave him all the files to review.

18 97. Adulfo signed a new retainer agreement with Kristoff for his first accident.

19 98. Respondent did not provide Kristoff with any information or funds related to the
20 Aguilar's settled personal injury claims.

21 OBC21-0142 (Client: Andrew DeJong)

22 99. On November 19, 2018, Andrew DeJong was involved in a car accident.

23 100. DeJong retained Respondent to represent him in his personal injury claim. He
24 agreed to pay Respondent a contingency fee of 25%.

1 101. On April 14, 2020, DeJong signed a release with Bristol West Insurance company
2 for policy limits settlement of \$25,000.

3 102. On April 23, 2020, Respondent deposited the \$25,000 settlement check into his
4 Client Trust Account x8817.

5 103. On April 27, 2020, Respondent deposited a \$2,000 GEICO medical payments
6 coverage check payable to Bellisario Law LLC and Andrew De Jong into his Client Trust
7 Account x8817.

8 104. No distributions relating to DeJong were made from Client Trust Account x8817
9 in May or June, 2020.

10 105. On June 30, 2020, Respondent's Client Trust Account x8817 balance was
11 \$22,979.03- approximately \$4,000 less than Respondent should have been holding for
12 DeJong alone.

13 106. In mid-2020, DeJong sent Respondent several texts, emails, voicemails, and
14 Facebook messages that were not returned.

15 107. DeJong's last attempt to communicate with Respondent was on October 8, 2020
16 when he requested to know the status of his settlement with Bristol West and an update on the
17 UIM claim with GEICO Insurance.

18 108. Respondent did not respond to DeJong's requests for information.

19 109. DeJong's UIM claim with GEICO was not settled.

20 110. Respondent's Client Trust Account balance on December 31, 2020, was
21 \$7,163.36 and he had not distributed any funds relating to DeJong.

22 OBC21-0146 (Client: Christian Toscano)

23 111. On or around February 2, 2019, Christian Toscano was hit by a taxi driver in the
24 parking lot of the Venetian Hotel.

1 112. On November 5, 2019, Toscano retained Respondent to represent him in his
2 personal injury claim.

3 113. Respondent advised Toscano that he should seek medical treatment on a lien
4 basis and referred him to a provider for treatment.

5 114. Respondent told Toscano that he would then submit the medical bills to the taxi
6 insurance company to be paid.

7 115. In February 2020, Toscano advised Respondent that he completed treatment.

8 116. On March 4, 2020, Respondent texted Toscano advising he received Toscano's
9 medical records from the Neck and Back clinic but the needed the records from the primary
10 care doctor.

11 117. Toscano received no communication from Respondent between March 2020 and
12 September 2020.

13 118. On September 3, 2020, Toscano texted Respondent but did not receive a
14 response.

15 119. On January 11 and 13, 2021, respectively, Toscano texted Respondent.
16 Respondent failed to respond.

17 120. In late January 2021, Toscano received a call from attorney Michael Kristoff.
18 Kristoff reported that Respondent dropped off his files to review and contact clients to see if
19 they wanted to retain Kristoff.

20 121. Kristoff told Toscano that after reviewing his file, Kristoff discovered the state of
21 limitations was about to expire in a few days and he was not going to be able to assist him.
22 Kristoff gave Toscano his file.

23 122. Toscano has liens that were not paid.

24 ///

1 Failure to Respond to State Bar Demands for Information

2 123. On October 19, 2020, the State Bar received the overdraft notice from WFB.

3 124. On October 26, 2020, SBN sent a letter of investigation via regular mail to
4 Respondent's SCR 79 address on 7495 W. Azure Drive, #258 and via email to his SCR email
5 address at bradb@bellisariolaw.com. Respondent's response was due September 15, 2020.

6 125. On November 12, 2020, Respondent contacted the State Bar to obtain an
7 extension, which was granted.

8 126. Respondent failed to submit a response by the extended deadline.

9 127. On January 7, 2021, the State Bar emailed Respondent advising that his had not
10 been received and requesting that Respondent give the matter his immediate attention.

11 128. On February 5, 2020, the State Bar emailed to Respondent's counsel in an
12 unrelated matter in an effort to locate Respondent and determine an active address at which
13 Respondent could be reached. The State Bar was advised that an active mailing address was
14 7100 Grand Montecito Parkway, #2054, Las Vegas NV 89149. Respondent was copied on the
15 attorney's email.

16 129. On February 10, 2021, the State Bar sent another letter to Respondent via (i)
17 certified mail to his SCR 79 address of 7100 Grand Montecito Pkwy, #2054 and (ii) email to
18 bradb@bellisariolaw.com. The letter advised Respondent that should he fail to respond the
19 Disciplinary Board would be asked to consider additional charges of RPC 8.1. His response was
20 due February 26, 2021.

21 130. The email was also sent to the counsel and his assistant. Read receipts were
22 returned for the counsel and assistant. Respondent did not return a read receipt to the email.

23 131. On or about April 8, 2021, Respondent submitted an email to Member Services
24 advising that he no longer wished to renew his law license. That same day, the State Bar
25

1 emailed Bellisario asking him to contact the investigator on the disciplinary matter or ABC
2 Flocchini, with a read receipt for the email.

3 132. Respondent returned the read receipt but did not respond to the email.

4 133. Letters of Investigation have been mailed and emailed to Respondent for all of
5 the other grievances identified herein.

6 134. To date, Respondent has failed to substantively respond to any of the State Bar's
7 requests for information related to the foregoing grievances.

8 **COUNT ONE- RPC 1.15 (Safekeeping Property)**

9 135. RPC 1.15 states

10 (a) A lawyer shall hold funds or other property of clients or third persons that is
11 in a lawyer's possession in connection with a representation separate from the
12 lawyer's own property. All funds received or held for the benefit of clients by a
13 lawyer or firm, including advances for costs and expenses, shall be deposited in
14 one or more identifiable bank accounts designated as a trust account maintained
15 in the state where the lawyer's office is situated, or elsewhere with the consent of
16 the client or third person. Other property in which clients or third persons hold
17 an interest shall be identified as such and appropriately safeguarded. Complete
18 records of such account funds and other property shall be kept by the lawyer and
19 shall be preserved for a period of seven years after termination of the
20 representation.

21 (b) A lawyer may deposit the lawyer's own funds in a client trust account for
22 the sole purpose of paying bank service charges on that account, but only in an
23 amount necessary for that purpose.

24 (c) A lawyer shall deposit into a client trust account legal fees and expenses
25 that have been paid in advance, to be withdrawn by the lawyer only as fees are
earned or expenses incurred.

(d) Upon receiving funds or other property in which a client or third person
has an interest, a lawyer shall promptly notify the client or third person. Except
as stated in this Rule or otherwise permitted by law or by agreement with the
client, a lawyer shall promptly deliver to the client or third person any funds or
other property that the client or third person is entitled to receive and, upon
request by the client or third person, shall promptly render a full accounting
regarding such property.

(e) When in the course of representation a lawyer is in possession of funds
or other property in which two or more persons (one of whom may be the lawyer)

claim interests, the property shall be kept separate by the lawyer until the dispute is resolved. The lawyer shall promptly distribute all portions of the funds or other property as to which the interests are not in dispute.

136. Respondent failed to hold client and third-party funds safe in his Client Trust Account, including but not limited to the funds related to Heath, the Aguilar family, and DeJong.

137. Respondent failed to safekeep client funds in his Client Trust Account when he gave two clients an 'advance' on their anticipated settlement proceeds.

138. Respondent failed to notify his clients, including but not limited to Heath, the Aguilar family, and DeJong, and their related third-party lienholders, when he received funds in which they have an interest.

139. Respondent failed to promptly and/or properly distribute funds to his clients, including but not limited to Heath, the Aguilar family, and DeJong, and their related third-party lienholders.

140. In light of the foregoing, including without limitation paragraphs 2 through 134, Respondent has violated RPC 1.15 (Safekeeping Property).

COUNT TWO- RPC 1.8 (Conflicts of Interest: Current Clients: Specific Rules)

141. RPC 1.8(i) states:

(i) A lawyer shall not acquire a proprietary interest in the cause of action or subject matter of litigation the lawyer is conducting for a client, except that the lawyer may:

(1) Acquire a lien authorized by law to secure the lawyer's fee or expenses; and

(2) Contract with a client for a reasonable contingent fee in a civil case.

142. Respondent acquired a proprietary interest in Heath's cause of action, other than a contingency fee, when he secured a loan from Injury Solutions with the anticipated recovery

1 in Heath's personal injury matter.

2 143. Respondent acquired a proprietary interest in another client's cause of action,
3 other than a contingency fee, when he secured a separate loan from Injury Solutions with the
4 anticipated recovery in that client's personal injury matter.

5 144. In light of the foregoing, including without limitation paragraphs 2 through 134,
6 Respondent has violated RPC 1.8 (Conflict of Interest: Current Clients: Specific Rules).

7 **COUNT THREE- RPC 1.5 (Fees)**

8 145. RPC 1.5 states, in relevant part:

9 (c) A fee may be contingent on the outcome of the matter for which the service
10 is rendered, except in a matter in which a contingent fee is prohibited by
11 paragraph (d) or other law. A contingent fee agreement shall be in writing,
signed by the client, and shall state, in boldface type that is at least as large as
the largest type used in the contingent fee agreement:

12 (1) The method by which the fee is to be determined, including the
13 percentage or percentages that shall accrue to the lawyer in the event of
settlement, trial or appeal;

14 (2) Whether litigation and other expenses are to be deducted from the
15 recovery, and whether such expenses are to be deducted before or after the
contingent fee is calculated;

16 (3) Whether the client is liable for expenses regardless of outcome;

17 (4) That, in the event of a loss, the client may be liable for the opposing
18 party's attorney fees, and will be liable for the opposing party's costs as required
by law; and

19 (5) That a suit brought solely to harass or to coerce a settlement may
20 result in liability for malicious prosecution or abuse of process.

21 Upon conclusion of a contingent fee matter, the lawyer shall provide the client
22 with a written statement stating the outcome of the matter and, if there is a
recovery, showing the remittance to the client and the method of its
determination.

1 146. Respondent failed to provide the Aguilar family with written statements stating
2 the outcome of their respective matters and showing the remittance to each client and the
3 method of its determination.

4 147. In light of the foregoing, including without limitation paragraphs 2 through 134,
5 Respondent has violated RPC 1.5 (Fees).

6 **COUNT FOUR- RPC 1.4 (Communication)**

7 148. RPC 1.4 states:

8 (a) A lawyer shall:

9 (1) Promptly inform the client of any decision or circumstance with
10 respect to which the client's informed consent is required by these Rules;

11 (2) Reasonably consult with the client about the means by which the
client's objectives are to be accomplished;

12 (3) Keep the client reasonably informed about the status of the matter;

13 (4) Promptly comply with reasonable requests for information; and

14 (5) Consult with the client about any relevant limitation on the lawyer's
15 conduct when the lawyer knows that the client expects assistance not permitted
by the Rules of Professional Conduct or other law.

16 (b) A lawyer shall explain a matter to the extent reasonably necessary to
17 permit the client to make informed decisions regarding the representation.

18 149. Respondent failed to reasonably communicate with Heath regarding the status
19 of her personal injury matter and the distribution of her settlement funds, including without
20 limitation failing to respond to reasonable requests for information.

21 150. Respondent failed to reasonably communicate with the Aguilar family regarding
22 the status of their respective personal injury matter and the distribution of their respective
23 settlement funds, including without limitation failing to respond to reasonable requests for
24 information.

1 151. Respondent failed to reasonably communicate with DeJong regarding the status
2 of his personal injury matter and the distribution of his settlement funds, including without
3 limitation failing to respond to reasonable requests for information.

4 152. Respondent failed to reasonably communicate with Toscano regarding the status
5 of her personal injury matter, including without limitation failing to respond to reasonable
6 requests for information.

7 153. In light of the foregoing, including without limitation paragraphs 2 through 134,
8 Respondent has violated RPC 1.4 (Communication).

9 **COUNT FIVE- RPC 1.3 (Diligence)**

10 154. RPC 1.3 requires a lawyer to “act with reasonable diligence and promptness in
11 representing a client.”

12 155. Respondent failed to diligently and promptly attend to the distribution of
13 Heath’s settlement funds.

14 156. Respondent failed to diligently and promptly attend to the distribution of the
15 Aguilar’s respective settlement funds.

16 157. Respondent failed to diligently and promptly represent DeJong in pursuing his
17 personal injury claims.

18 158. Respondent failed to diligently and promptly attend to the distribution of
19 DeJong’s settlement funds.

20 159. Respondent failed to diligently and promptly represent Toscano in pursuing his
21 personal injury claims.

22 160. In light of the foregoing, including without limitation paragraphs 2 through 134,
23 Respondent has violated RPC 1.3 (Diligence).

24 ///

1 **COUNT SIX- RPC 8.1 (Bar Admission and Disciplinary Matters)**

2 161. RPC 8.1 states:

3 An applicant for admission to the bar, or a lawyer in connection with a bar
4 admission application or in connection with a disciplinary matter, shall not:

5 (a) Knowingly make a false statement of material fact; or

6 (b) Fail to disclose a fact necessary to correct a misapprehension known by
7 the person to have arisen in the matter, or knowingly fail to respond to a lawful
8 demand for information from an admissions or disciplinary authority, except
9 that this Rule does not require disclosure of information otherwise protected by
10 Rule 1.6.

11 162. Respondent received the State Bar's correspondence requesting information
12 related to the foregoing grievances.

13 163. Respondent has failed to respond to any of the ten requests for information from
14 the State Bar.

15 164. In light of the foregoing, including without limitation paragraphs 2 through 134,
16 Respondent has violated RPC 8.1 (Bar Admission and Disciplinary Matters).

17 **COUNTY SEVEN- RPC 8.4 (Misconduct)**

18 165. RPC 8.4 states, in relevant part, "[i]t is professional misconduct for a lawyer to .
19 .. (c) Engage in conduct that involves misrepresentation, dishonesty, fraud, or deceit [and] (d)
20 Engage in conduct that is prejudicial to the administration of justice."

21 166. Respondent converted and/or misappropriated funds that belonged to his
22 clients, including without limitation, Heath, the Aguilar family, and DeJong.

23 167. Respondent misled Heath into believing that he was addressing her lienholder
24 debts using her settlement funds.

25 168. Respondent misled the Aguilars into believing that he was addressing potential
lienholder debts.

1 169. Respondent's failure to adequately prosecute DeJong and Toscano's claims has
2 prejudiced the administration of justice.

3 170. In light of the foregoing, including without limitation paragraphs 2 through 134,
4 Respondent has violated RPC 8.4 (Misconduct).

5
6 WHEREFORE, Complainant prays as follows:

7 1. That a hearing be held pursuant to Nevada Supreme Court Rule 105;

8 2. That Respondent be assessed the costs of the disciplinary proceeding pursuant
9 to SCR 120; and

10 3. That pursuant to SCR 102, such disciplinary action be taken by the Southern
11 Nevada Disciplinary Board against Respondent as may be deemed appropriate under the
12 circumstances.

13 Dated this 17th day of June, 2021.

14 STATE BAR OF NEVADA
15 DANIEL M. HOOGE, Bar Counsel

16 

17 By: _____

18 R. Kait Flocchini, Assistant Bar Counsel
19 Nevada Bar No. 9861
20 9456 Double R Boulevard
21 Reno, Nevada 89521
22 (775) 329-4100



FILED

JUN 17 2021

STATE BAR OF NEVADA

BY

OFFICE OF BAR COUNSEL

Case No.: OBC20-1137, OBC21-0053
OBC21-0065, OBC21-0142, and
OBC21-0146

**STATE BAR OF NEVADA
SOUTHERN NEVADA DISCIPLINARY BOARD**

STATE BAR OF NEVADA,)
)
Complainant,)
vs.)
)
BRADLEY J. BELLISARIO, ESQ.,)
NEVADA BAR No. 13452)
)
Respondent.)

**DESIGNATION OF
HEARING PANEL MEMBERS**

TO: Bradley J. Bellisario, Esq.
7495 West Azure Drive, Suite 258
Las Vegas, NV 89130
bradb@bellisariolaw.com

The following are members of the Disciplinary Board for the Southern District of Nevada. Pursuant to Nevada Supreme Court Rule (SCR) 105, you may issue peremptory challenge to five (5) such individuals by delivering the same in writing to the Office of Bar Counsel within twenty (20) days of service of the complaint.

The Chair of the Southern Nevada Disciplinary Board will thereafter designate a hearing panel of three (3) members of the Disciplinary Board, including at least one member who is not an attorney, to hear the above-captioned matter.

1. Russell E. Marsh, Esq., Chair
2. Dana Palmer Oswalt, Esq., Vice Chair

- 1 3. Christopher J. Lalli, Esq., Vice Chair
- 2 4. Annette L. Bradley, Esq.
- 3 5. John E. Bragonje, Esq.
- 4 6. Shemilly A. Briscoe, Esq.
- 5 7. Robert J. Caldwell, Esq.
- 6 8. Jacqueline B. Carman, Esq.
- 7 9. Andrew A. Chiu, Esq.
- 8 10. James P. Chrisman, Esq.
- 9 11. Nell E. Christensen, Esq.
- 10 12. Marc P. Cook, Esq.
- 11 13. Ira W. David, Esq.
- 12 14. Damon Dias, Esq.
- 13 15. Sandra K. DiGiacomo, Esq.
- 14 16. F. Thomas Edwards, Esq.
- 15 17. Matthew S. Fox, Esq.
- 16 18. Alan Freer, Esq.
- 17 19. Adam Garth, Esq.
- 18 20. Kelly Giordani, Esq.
- 19 21. Robert G. Giunta, Esq.
- 20 22. Angela Guingcangco, Esq.
- 21 23. Parish D. Heshmati, Esq.
- 22 24. Kenneth E. Hogan, Esq.
- 23 25. Jennifer K. Hostetler, Esq.
- 24 26. Franklin J. Katschke, Esq.
- 25 27. James T. Leavitt, Esq.

1	28. Michael B. Lee, Esq.
2	29. Anat R. Levy, Esq.
3	30. Jennifer R. Lloyd, Esq.
4	31. Donald Lowrey, Esq.
5	32. Dawn M. Lozano, Esq.
6	33. Jason R. Maier, Esq.
7	34. Farhan Naqvi, Esq.
8	35. Michael J. Oh, Esq.
9	36. Brian J. Pezzillo, Esq.
10	37. Gary A. Pulliam, Esq.
11	38. Paul "Luke" Puschnig, Esq.
12	39. Michael D. Rawlins, Esq.
13	40. Jericho L. Remitio, Esq.
14	41. Jarrod L. Rickard, Esq.
15	42. Miriam E. Rodriguez, Esq.
16	43. Vincent J. Romeo, Esq.
17	44. Daniel F. Royal, Esq.
18	45. Africa A. Sanchez, Esq.
19	46. Jen J. Sarafina, Esq.
20	47. Jay A. Shafer, Esq.
21	48. Thomas R. Sheets, Esq.
22	49. Jeffrey G. Sloane, Esq.
23	50. Sarah E. Smith, Esq.
24	51. James R. Sweetin, Esq.
25	52. Stephen L. Titzer Esq.

1	53.	Jacob J. Villani, Esq.
2	54.	Marni Watkins, Esq.
3	55.	Joseph Went, Esq.
4	56.	Reed J. Werner, Esq.
5	57.	Natalie Ann Allred, Laymember
6	58.	Afeni Banks, Laymember
7	59.	Brian Catlett, Laymember
8	60.	Kathy Dalvey, Laymember
9	61.	Alexander Falconi, Laymember
10	62.	Brittany Falconi, Laymember
11	63.	Joelyne Gold, Laymember
12	64.	Elizabeth A. Hanson, Laymember
13	65.	Jack S. Hegeduis, Laymember
14	66.	Julia D. Hesmati, Laymember
15	67.	William M. Holland, Laymember
16	68.	Nicholas Kho, Laymember
17	69.	Annette Kingsley, Laymember
18	70.	Benjamin S. Lurie, Laymember
19	71.	Jo Kent McBeath, Laymember
20	72.	Steve Moore, Laymember
21	73.	Grace Ossowski, Laymember
22	74.	Peter Ossowski, Laymember
23	75.	Kellie C. Rubin, Laymember
24	76.	Vikki L. Seelig, Laymember
25		

1 77. Danny Lee Snyder, Jr., Laymember

2 78. Harvey Weatherford, Laymember

3
4 DATED this 17th day of June 2021.

5 **STATE BAR OF NEVADA**
6 Daniel M. Hooge, Bar Counsel

7 By: 

8 _____
9 R. Kait Flocchini, Assistant Bar Counsel
10 3100 W. Charleston Blvd, Ste. 100
11 Las Vegas, Nevada 89102
12 Phone: (702) 382-2200



FILED

JUN 17 2021

STATE BAR OF NEVADA
BY: 
OFFICE OF BAR COUNSEL

Case Nos.: OBC20-1137; OBC21-0051;
OBC21-0065; OBC21-0142;
and OBC21-0146

STATE BAR OF NEVADA
SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA,)
)
Complainant,)
vs.)
)
BRADLEY J. BELLISARIO, ESQ.,)
NV BAR NO. 13452)
)
Respondent.)

DECLARATION OF MAILING

Sonia Del Rio, under penalty of perjury, being first and duly sworn, deposes
and says as follows:

1. That Declarant is employed with the State Bar of Nevada and, in such capacity,
Declarant is Custodian of Records for the Discipline Department of the State
Bar of Nevada.
2. That Declarant states that the enclosed documents are true and correct copies
of the **COMPLAINT, FIRST DESIGNATION OF HEARING PANEL
MEMBERS, and STATE BAR OF NEVADA'S PEREMPTORY
CHALLENGES** in the matter of the *State Bar of Nevada vs. Bradley J.*

1 *Bellisario, Esq.*, Case No. OBC20-1137, OBC21-0053, OBC21-0065, OBC21-
2 0142, and OBC21-0146.

- 3 3. That pursuant to Supreme Court Rule 109, the Complaint, First Designation of
4 Hearing Panel Members, and State Bar of Nevada's Peremptory Challenges
5 were served on the following placing copies in an envelope which was then
6 sealed and postage fully prepaid for regular and certified mail, and deposited
7 in the United States mail at Las Vegas, Nevada on **June 17, 2021**, to:

8 Bradley J. Bellisario, Esq.
9 7495 West Azure Drive, Suite 258
10 Las Vegas, Nevada 89130
CERTIFIED MAIL RECEIPT: 7019 2970 0001 3885 5085

11 **And via electronic mail on June 17, 2021, to:**

12 Bradley J. Bellisario, Esq.: (Respondent): bradb@bellisariolaw.com

13
14 I declare under penalty of perjury that the foregoing is true and correct.

15 Dated this 17th day of June 2021.

16
17 *Sonia Del Rio*
18 _____
19 Sonia Del Rio, an employee
20 of the State Bar of Nevada
21
22
23
24
25

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Bradley J Bellisario, Esq.
7495 West Azure Drive, Suite 258
Las Vegas, NV 89130

9590 9402 6384 0303 4048 01



Article Number (Transfer from service label)

7019 2970 0001 3885 5085

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ Agent ☐ Addressee

B. Received by (Printed Name) Bradley J Bellisario C. Date of Delivery 7/2/20

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|--|---|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | |
| <input type="checkbox"/> Insured Mail | |
| <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) | |

Domestic Return Receipt

Case Nos: OBC20-1137, OBC21-0053,
OBC21-0065, OBC21-0142,
and OBC21-0146



STATE BAR OF NEVADA
SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA,)
)
Complainant,)
vs.)
)
BRADLEY J. BELLISARIO, ESQ.,)
Nevada Bar No. 13452,)
)
Respondent.)
_____)

NOTICE OF INTENT TO PROCEED
ON DEFAULT BASIS

PLEASE TAKE NOTICE THAT unless the State Bar receives a responsive pleading in the above-captioned matter by July 29, 2021, it will proceed on a default basis and ***the charges against you shall be deemed admitted.*** Supreme Court Rule 105 (2) states in relevant part:

A copy of the complaint shall be served on the attorney and it shall direct that a verified response or answer be served on bar counsel within 20 days of service . In the event the attorney fails to plead, **the charges shall be deemed admitted**; provided, however, that an attorney who fails to respond within the time provided may thereafter obtain permission of the appropriate disciplinary board chair to do so, if failure to file is attributable to mistake, inadvertence, surprise, or excusable neglect. (Emphasis added.)

///

///

///

1 Additional copies of the Complaint previously served upon you, and the First
2 Designation of Hearing Panel Members, accompanies this Notice.

3 DATED this 9th day of July 2021.

4
5 **STATE BAR OF NEVADA**
6 **DANIEL M. HOOGE, BAR COUNSEL**

7 

8

R. Kait Flocchini, Assistant Bar Counsel
9 Nevada Bar No. 9861
10 3100 W. Charleston Blvd., Ste. 100
11 Las Vegas, Nevada 89102
12 (702) 382-2200
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CERTIFICATE OF SERVICE

The undersigned hereby certifies a true and correct copy of the Notice of Intent to Proceed on a Default Basis, Complaint, and First Designation of Panel Members were deposited in the United States Mail at Las Vegas, Nevada, postage fully pre-paid thereon for first class-regular mail and certified mail, return receipt requested, addressed to:

Bradley J. Bellisario, Esq.
7495 West Azure Drive, Suite 258
Las Vegas, NV 89130
Certified Mail: 7019 2970 0001 3885 5115
SCR 79 Address

And alternate address:

Bradley J. Bellisario, Esq.
7100 Grand Montecito Pkwy #2054,
Las Vegas, NV 89149
Certified Mail: 7019 2970 0001 3885 5122

Alternate Address

and via email to:

1. Bradley J. Bellisario, Esq. (SCR 79 Email): bradb@bellisariolaw.com
2. Ross Goodman, Esq.: ross@rosscgoodman.com

Dated this 9th day of July 2021.

Sonia Del Rio

Sonia Del Rio, an employee of
the State Bar of Nevada.

Case Nos: OBC20-1137; OBC21-0053; OBC21-0065; OBC21-0142; OBC21-0146



FILED

AUG 31 2021

STATE BAR OF NEVADA

STATE BAR OF NEVADA

BY: *[Signature]*
OFFICE OF BAR COUNSEL

SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA,

Complainant,

vs.

BRADLEY J. BELLISARIO

NV BAR No. 13452

Respondent.

**ORDER APPOINTING
HEARING PANEL CHAIR**

IT IS HEREBY ORDERED that the following member of the Southern Nevada
Disciplinary Board has been designated and as the Hearing Panel Chair.

1. Robert Giunta, Esq., Chair

DATED this 30 day of August, 2021.

STATE BAR OF NEVADA

By: *Russell E. Marsh*
Russell E. Marsh (Aug 30, 2021 15:53 PDT)
Russell E. Marsh, Esq.
Nevada Bar No. 11198
Chair, Southern Nevada Disciplinary Board

1
2
3 **CERTIFICATE OF SERVICE**

4 The undersigned hereby certifies a true and correct copy of the **ORDER APPOINTING**
5 **HEARING PANEL CHAIR** were deposited in the United States Mail at Las Vegas, Nevada,
6 postage fully pre-paid thereon for first class-regular mail and certified mail, return receipt requested,
7 addressed to:

8 Bradley J. Bellisario
9 7495 West Azure Drive, Suite 258
10 Las Vegas, NV 89130-4416
11 **Certified Mail: 7019 1640 0000 7877 8876**
12 SCR 79 Address


13 And alternate address:

14 Bradley J. Bellisario
15 7100 Grand Montecito Pkwy, Unit 2054
16 Las Vegas, NV 89149-0270
17 **Certified Mail: 7018 3090 0000 3915 4141**
18 Alternate Address

19 and via email to:

- 20 1. Bradley J. Bellisario (SCR 79 Email): bradb@bellisariolaw.com
21 2. Ross Goodman, Esq.: ross@rosscgoodman.com

22 Dated this 1st day of September, 2021.

23
24 By: 
25 Tiffany Bradley, an employee of
the State Bar of Nevada.



FILED

SEP 10 2021

STATE BAR OF NEVADA
BY: *[Signature]*
OFFICE OF BAR COUNSEL

Case Nos.: OBC20-1137, OBC21-0053,
OBC21-0065, OBC21-0142, and
OBC21-0146

STATE BAR OF NEVADA
SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA,)
)
Complainant,)
)
vs.)
)
BRADLEY J. BELLISARIO,)
Nevada Bar No. 13452,)
)
Respondent.)
_____)

NOTICE OF TELEPHONIC INITIAL
CASE CONFERENCE

PLEASE TAKE NOTICE, the telephonic Initial Case Conference in the above-entitled matter is set for **September 15, 2021, at 9 a.m.** The State Bar conference call number is 1-877-594-8353, participant passcode is 46855068#.

DATED this ^{Sep 8, 2021} _____ day of September, 2021.

STATE BAR OF NEVADA
Daniel M. Hooge, Bar Counsel

By: *Kait Flocchini*

R. Kait Flocchini
Assistant Bar Counsel
3100 W. Charleston Boulevard, Suite 100
Las Vegas, Nevada 89102
(702) 382-2200

1
2
3 **CERTIFICATE OF SERVICE**

4 The undersigned hereby certifies a true and correct copy of the **NOTICE OF INITIAL**
5 **CASE CONFERENCE** were deposited in the United States Mail at Las Vegas, Nevada, postage
6 fully pre-paid thereon for first class-regular mail and certified mail, return receipt requested,
7 addressed to:

8 Bradley J. Bellisario
9 7495 West Azure Drive, Suite 258
10 Las Vegas, NV 89130-4416
11 **Certified Mail: 7019 1640 0000 7877 8845**
12 SCR 79 Address

13 And alternate address:

14 Bradley J. Bellisario
15 7100 Grand Montecito Pkwy, Unit 2054
16 Las Vegas, NV 89149-0270
17 **Certified Mail: 7019 1640 0000 7877 8852**
18 Alternate Address

19 and via email to:

- 20 1. Bradley J. Bellisario (SCR 79 Email): bradb@bellisariolaw.com
21 2. Ross Goodman, Esq.: ross@rossegoodman.com

22 Dated this 10th day of September, 2021.

23
24
25
By: 

Tiffany Bradley, an employee of
the State Bar of Nevada.

From: [bradley bellisario](#)
To: [Tiffany Bradley](#)
Subject: Read: State Bar of Nevada vs. Bradley J. Bellisario
Date: Sunday, September 12, 2021 10:00:01 AM

Your message

To:
Subject: State Bar of Nevada vs. Bradley J. Bellisario
Sent: Sunday, September 12, 2021 5:00:00 PM (UTC+00:00) Monrovia, Reykjavik
was read on Sunday, September 12, 2021 4:59:53 PM (UTC+00:00) Monrovia, Reykjavik.



FILED

SEP 20 2021

STATE BAR OF NEVADA

BY:

OFFICE OF BAR COUNSEL

Case Nos.: OBC20-1137, OBC21-0053,
OBC21-0065, OBC21-0142, and
OBC21-0146

**STATE BAR OF NEVADA
SOUTHERN NEVADA DISCIPLINARY BOARD**

STATE BAR OF NEVADA,)
)
Complainant,)
)
vs.)
)
BRADLEY J. BELLISARIO,)
)
Nevada Bar No. 13452,)
)
Respondent.)

DEFAULT and NOTICE OF HEARING

TO: BRADLEY J. BELLISARIO, ESQ.
7495 West Azure Drive, Suite 258
Las Vegas, NV 89130

7100 Grand Monecito Parkway, #2054
Las Vegas, NV 89149

bradb@bellisariolaw.com

Based upon the Request for Entry of Default and supporting Certificate of Custodian of Records, filed in the above-captioned matter on August 26, 2021, the undersigned Hearing Panel Chair hereby makes the following findings of fact and conclusions of law in support of this entry of DEFAULT against attorney Bradley J. Bellisario Esq., Nevada Bar Number 13452. ("Respondent".)

///

//

1 **FINDINGS OF FACT IN SUPPORT OF DEFAULT**

2 A. Respondent's SCR 79 Obligation:

3 1. Respondent is member of the State Bar of Nevada (Bar Number 13452) having
4 been licensed in the State of Nevada since December 15, 2014.

5 2. Nevada Supreme Court Rule ("SCR") 79(1) requires every member of the State
6 Bar of Nevada to provide the State Bar with a permanent mailing address, permanent
7 telephone number, and a current email address for purposes of State Bar communication
8 with the attorney.

9 3. The SCR 79 information provided by Respondent and on file with the State Bar
10 as of June 17, 2021 is:

11 a. Mailing Address: 7495 West Azure Drive, Suite 258, Las Vegas, NV

12 89130 ("SCR 79 Address")

13 b. Phone Number: (702) 936-4800

14 c. Email Address: bradb@bellisariolaw.com ("Email Address")

15 B. Service of the Complaint

16 4. The State Bar of Nevada filed a Complaint on June 17, 2021.

17 5. The State Bar sent the Complaint to Respondent via certified United States
18 mail to Respondent's SCR 79 Address.

19 6. In addition to the service to Respondent's SCR 79 Address the State Bar also
20 attempted service of the Complaint by e-mail to Respondent's Email Address provided to the
21 State Bar.

22 7. Receipt of the email was acknowledged on June 17, 2021.

23 8. Response was due from Respondent on July 7, 2021.

24 9. No answer or responsive pleading has been filed by Respondent.

C. Service of the Notice of Intent to Enter Default

10. The State Bar filed Notice of Intent to Enter Default (“NIED”) against Respondent on July 9, 2021.

11. The State Bar sent the NIED via certified United States mail to Respondent’s SCR 79 Address, pursuant to SCR 109(1).

12. The State Bar also attempted service of the NIED by first-class United States mail to Respondent’s SCR 79 Address, by certified and first-class United States mail to an identified alternate address of 7100 West Montecito Parkway, #2054, Las Vegas, NV 89149 (“Alternate Address”), and by email to the e-mail address Respondent provided to the State Bar.

13. Response was due on July 29, 2021.

14. No Answer or responsive pleading has been filed by Respondent.

CONCLUSIONS OF LAW

1. Rule 109 of the Nevada Supreme Court Rules states that service on a Respondent shall be made as follows

1. Complaint. Service of a complaint under these rules shall be made by personal service by any person authorized in the manner prescribed by [Nevada Rule of Civil Procedure 4\(c\)](#), or by registered or certified mail at the current address shown in the state bar’s records or other last known address.

2. Other papers. Service of other papers or notices required by these rules shall be made in accordance with [Nevada Rule of Civil Procedure 5](#), unless otherwise provided by these rules.

2. The State Bar complied with the service requirements for the Complaint.

3 In accordance with Disciplinary Rule of Procedure 14(c) notice of intent to enter default shall be made as follows:

(c) Failure to file verified response or answer. In the event the respondent fails to plead, Bar counsel shall file a Notice of

1 Intent to Proceed on Default Basis. This Notice of Intent shall be
2 served on the respondent with a date to file a verified answer that
3 is twenty (20) days from the date of filing the notice. A copy of
4 the complaint and First Designation shall also accompany the
notice of intent. If the Respondent fails to respond after the
notice of intent is served, the charges in the complaint shall be
deemed admitted. . . .

5 4. The State Bar complied with the service requirements for the NIED.

6 5. The State Bar went beyond the requirements to notify Respondent of the
7 pending Complaint and his obligation to respond thereto.

8 6. Respondent has failed to respond to the Complaint.

9 **ORDER OF DEFAULT**

10 NOW THEREFORE, Respondent having failed to comply with SCR 105(2) by having
11 failed to respond to (i) the Complaint and (ii) the Notice of Intent to Enter Default that were
12 properly served by the State Bar to Respondent's SCR 79 address(es) of record;

13 DEFAULT IS HEREBY ENTERED against Respondent Bradley J. Bellisario, Esq.

14 IT IS FURTHER ORDERED that in accordance with SCR 105(2), the charges in the
15 Complaint shall be deemed admitted.

16 IT IS FINALLY ORDERED that a Formal Hearing regarding appropriate disciplinary
17 sanction will be held on October 27, 2021, at the hour of 1:00, p.m., via simultaneous
18 audio/visual transmission using the Zoom platform. The meeting ID for the hearing is 532
19 368 1289.

20 IT IS SO ORDERED.

21 DATED this 17 day of september, 2021.

22 Robert G. Giunta
23 By: Robert G. Giunta (Sep 17, 2021 09:39 PDT)
24 ROBERT GIUNTA, ESQ., Hearing Panel Chair
25 Southern Nevada Disciplinary Panel

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CERTIFICATE OF SERVICE

The undersigned hereby certifies a true and correct copy of the **DEFAULT & NOTICE OF HEARING** were deposited in the United States Mail at Las Vegas, Nevada, postage fully pre-paid thereon for first class-regular mail and certified mail, return receipt requested, addressed to:

Bradley J. Bellisario
7495 West Azure Drive, Suite 258
Las Vegas, NV 89130-4416
Certified Mail: 7019 1640 0000 7877 8913
SCR 79 Address

And alternate address:

Bradley J. Bellisario
7100 Grand Montecito Pkwy, Unit 2054
Las Vegas, NV 89149-0270
Certified Mail: 7019 1640 0000 7877 8920
Alternate Address

and via email to:

1. Bradley J. Bellisario (SCR 79 Email): bradb@bellisariolaw.com
2. Ross Goodman, Esq.: ross@rosscgoodman.com
3. Robert G. Giunta, Esq. (Panel Chair): RGiunta@ag.nv.gov
4. Kait Flocchini, Esq. (Assistant Bar Counsel): kaitf@nvbar.org

Dated this 20th day of September, 2021.

By: _____



Tiffany Bradley, an employee of
the State Bar of Nevada.



FILED

SEP 20 2021

STATE BAR OF NEVADA
BY: 
OFFICE OF BAR COUNSEL

STATE BAR OF NEVADA

SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA,)
)
Complainant,)
vs.)
)
BRADLEY J. BELLISARIO, ESQ.,)
BAR NO. 13452)
)
Respondent.)
_____)

SCHEDULING ORDER

Pursuant to Rule 17 of the Disciplinary Rules of Procedure, the Hearing Chair Robert Guinta, Esq., met telephonically with R. Kait Flocchini, Esq., Assistant Bar Counsel, on behalf of the State Bar of Nevada, on September 15, 2021 at 9:00 a.m. to conduct the initial conference in this matter.

Respondent Bradley J. Bellisario, Esq. ("Respondent") was notified of time and place of the Initial Case Conference via U.S. Mail sent on September 10, 2021 and email sent on September 10, 2021. On September 12, 2021, the State Bar was received a 'read-receipt' of the email sent to Respondent. Respondent did not communicate with the State Bar or Chair Guinta regarding the Initial Case Conference prior to the time set for it. Respondent did not appear at the Initial Case Conference.

Initial disclosures, the Request for Entry of Default, the Prehearing Conference, and the hearing date were discussed during the Initial Conference.

1 During the Initial Conference, the following was decided:

2 1. All documents may be served electronically, unless otherwise required by the
3 Nevada Supreme Court Rules.

4 2. State Bar of Nevada's initial disclosures shall be served on or before
5 September 22, 2021.

6 3. Respondent will provide initial disclosures which shall be served on or before
7 September 30, 2021.

8 4. The parties shall meet with Chair Guinta on October 13, 2021 at 2:30 p.m. via
9 telephonic conference for the Pre-hearing Conference. Pursuant to Rule 23 of the
10 Disciplinary Rules of Procedure, at the Pre-hearing conference (i) the parties shall discuss
11 all matters needing attention prior to the hearing date, (ii) the Chair may rule on any
12 motions or disputes including motions to exclude evidence, witnesses, or other pretrial
13 evidentiary matter, and (iii) the parties shall discuss and determine stipulated exhibits
14 proffered by either bar counsel or respondent as well as stipulated statement of facts, if
15 any. The call-in information for the Prehearing Conference is:

16 Call-in Number: 877-594-8353

17 Participant Code: 10250990#

18 5. The hearing for this matter shall be set for one day, to wit October 27, 2021,
19 starting at 1:00 p.m. and shall take place via simultaneous audio/visual transmission
20 (Zoom). The Zoom log-in information is:

21 Zoom website: <https://nvbar.zoom.us/j/5323681289>

22 Meeting ID: 532 368 1289

23 6. The Findings of Fact, Conclusion of Law, and Recommendation or Order in
24 this matter shall be due November 26, 2021.

1 Based on the foregoing during the telephonic Initial Conference and good cause
2 appearing, IT IS SO ORDERED.

3 Dated this 16 day of September, 2021.

4 SOUTHERN NEVADA DISCIPLINARY BOARD

5 *Robert G. Giunta*

6 [Robert G. Giunta \(Sep 16, 2021 13:42 PDT\)](#)

7 Robert Giunta, Esq.
8 HEARING CHAIR
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CERTIFICATE OF SERVICE

The undersigned hereby certifies a true and correct copy of the **SCHEDULING ORDER** were deposited in the United States Mail at Las Vegas, Nevada, postage fully pre-paid thereon for first class-regular mail and certified mail, return receipt requested, addressed to:

Bradley J. Bellisario
7495 West Azure Drive, Suite 258
Las Vegas, NV 89130-4416
Certified Mail: 7019 1640 0000 7877 8937
SCR 79 Address

And alternate address:

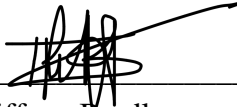
Bradley J. Bellisario
7100 Grand Montecito Pkwy, Unit 2054
Las Vegas, NV 89149-0270
Certified Mail: 7019 1640 0000 7877 8883
Alternate Address

and via email to:

1. Bradley J. Bellisario (SCR 79 Email): bradb@bellisariolaw.com
2. Ross Goodman, Esq.: ross@rosscgoodman.com
3. Robert G. Giunta, Esq. (Panel Chair): RGiunta@ag.nv.gov
4. Kait Flocchini, Esq. (Assistant Bar Counsel): kaitf@nvbar.org

Dated this 20th day of September, 2021.

By: _____


Tiffany Bradley, an employee of
the State Bar of Nevada.



FILED

SEP 22 2021

Case Nos: OBC20-1137; OBC21-0053; OBC21-0065; OBC21-0142;

STATE BAR OF NEVADA
BY: [Signature]
OFFICE OF BAR COUNSEL

**STATE BAR OF NEVADA
SOUTHERN NEVADA DISCIPLINARY BOARD**

STATE BAR OF NEVADA,

Complainant,

vs.

BRADLEY J. BELLISARIO

NV BAR No. 13452

Respondent.

**ORDER APPOINTING
FORMAL HEARING PANEL**

IT IS HEREBY ORDERED that the following members of the Southern Nevada Disciplinary Board have been designated as members of the formal hearing panel in the above-entitled action. The hearing will be convened on the 27th day of October, 2021 starting at 9:00 a.m. via Zoom Video Conferencing.

1. Robert Giunta, Esq., Chair;
2. Sarah Atwood, Esq.
3. Brian Catlett, Laymember

DATED this 20th day of September, 2021

STATE BAR OF NEVADA

By: Russell E. Marsh
Russell E. Marsh (Sep 20, 2021 14:30 PDT)
Russell Marsh, Esq.
Nevada Bar No. 11198
Chair, Southern Nevada Disciplinary Board

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CERTIFICATE OF SERVICE

The undersigned hereby certifies a true and correct copy of the **ORDER APPOINTING FORMAL HEARING PANEL** were deposited in the United States Mail at Las Vegas, Nevada, postage fully pre-paid thereon for first class-regular mail and certified mail, return receipt requested, addressed to:

Bradley J. Bellisario
7100 Grand Montecito Pkwy, Unit 2054
Las Vegas, NV 89149-0270

and via email to:

1. Robert G. Giunta, Esq., (Panel Chair): RGiunta@ag.nv.gov
2. Sarah E. Atwood, Esq., (Panel Member): sarahs@las13.com
3. Brian Catlett (Laymember): bcatlett@fclaw.com
4. Bradley J. Bellisario (SCR 79 Email): bradb@bellisariolaw.com
5. Ross Goodman, Esq.: ross@rosscgoodman.com
6. Kait Flocchini, Esq. (Assistant Bar Counsel): kaitf@nvbar.org

Dated this 22nd day of September, 2021.

By: _____



Tiffany Bradley, an employee of
the State Bar of Nevada.



FILED

OCT 18 2021

STATE BAR OF NEVADA

BY

OFFICE OF BAR COUNSEL

Case Number: OBC20-1137, OBC21-0053,
OBC21-0065, OBC21-0142, and
OBC21-0146

STATE BAR OF NEVADA

SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA,)
)
Complainant,)
vs.)
)
BRADLEY J. BELLISARIO, ESQ.,)
BAR NO. 13452)
)
Respondent.)
)

**ORDER AFTER PRE-HEARING
CONFERENCE**

Pursuant to Rule 23 of the Disciplinary Rules of Procedure, the Hearing Panel Chair Robert Giunta, Esq., met telephonically with Kait Flocchini, Esq., Assistant Bar Counsel, on behalf of the State Bar of Nevada on October 13, 2021 at 2:30 p.m. and to conduct the Pre-hearing Conference in this matter. Respondent Bradley J. Bellisario, Esq. ("Respondent") was notified of the Pre-hearing Conference and did not appear.

DETAILS OF PRE-HEARING CONFERENCE

Based on oral representations made during the Pre-hearing conference:

1. The State Bar's exhibits 1, 2, 3, 4, 5, 6, 7, 8, 9b, 9g, 10a, 10b, 10c, 10d, 10f, 15, and pages 5-6 of Exhibit 16 are admitted and may be distributed to the Panel prior to the hearing.

///

2. Any and all Hearing Briefs shall be filed no later than 5:00 p.m. on October 20, 2021.

Good cause appearing, IT IS SO ORDERED.

Dated this 18th day of October, 2021.

SOUTHERN NEVADA DISCIPLINARY BOARD

Robert G. Giunta
Robert G. Giunta (Oct 18, 2021 13:30 PDT)

Robert Giunta, Esq.
HEARING CHAIR

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CERTIFICATE OF SERVICE

The undersigned hereby certifies a true and correct copy of the **ORDER AFTER PRE-HEARING CONFERENCE** were deposited in the United States Mail at Las Vegas, Nevada, postage fully pre-paid thereon for first class-regular mail and certified mail, return receipt requested, addressed to:

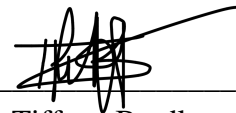
Bradley J. Bellisario
7100 Grand Montecito Pkwy, Unit 2054
Las Vegas, NV 89149-0270

and via email to:

1. Robert G. Giunta, Esq., (Panel Chair): RGiunta@ag.nv.gov
2. Bradley J. Bellisario (SCR 79 Email): bradb@bellisariolaw.com
3. Kait Flocchini, Esq. (Assistant Bar Counsel): kaitf@nvbar.org

Dated this 19th day of October, 2021.

By: _____




Tiffany Bradley, an employee of
the State Bar of Nevada.

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1. That Declarant is employed as a Hearing Paralegal for the Office of Bar Counsel of the State Bar of Nevada and in such capacity is the custodian of records for the State Bar of Nevada;
2. That Declarant has reviewed the State Bar of Nevada membership records regarding Respondent Bradley J. Bellisario, Nevada Bar number 13452 and has verified that he was first licensed to practice law in the State of Nevada on December 15, 2014.
3. That Declarant has reviewed the State Bar of Nevada membership records and confirmed Respondent is currently suspended for Admin/CLE/Disc/Fee.
4. That Declarant has reviewed the State Bar of Nevada discipline records regarding Respondent and has verified that he has received the following discipline to date:

I declare under penalty of perjury that the foregoing is true and correct.

Dated this 20th day of October, 2021.

By: 
Tiffany Bradley, Hearing Paralegal

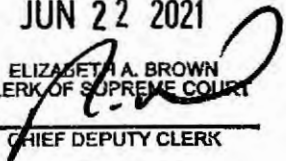
IN THE SUPREME COURT OF THE STATE OF NEVADA

IN THE MATTER OF DISCIPLINE OF
BRADLEY J. BELLISARIO, BAR NO.
13452.

No. 82922

FILED

JUN 22 2021

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY 
CHIEF DEPUTY CLERK

***ORDER IMPOSING TEMPORARY SUSPENSION AND
RESTRICTING HANDLING OF CLIENT FUNDS***

This is a petition by the State Bar for an order temporarily suspending attorney Bradley Bellisario from the practice of law, pending the resolution of formal disciplinary proceedings against him. The petition and supporting documentation demonstrate that Bellisario appears to have misappropriated client funds in excess of \$218,000. Bellisario has not responded to multiple inquiries from the State Bar regarding four grievances related to his handling of settlement funds entrusted to him on clients' behalves or a grievance related to the overdraft of his trust account.

SCR 102(4)(b) provides, in pertinent part:

On the petition of bar counsel, supported by an affidavit alleging facts personally known to the affiant, which shows that an attorney appears to be posing a substantial threat of serious harm to the public, the supreme court may order, with notice as the court may prescribe, the attorney's immediate temporary suspension or may impose other conditions upon the attorney's practice.

In addition, SCR 102(4)(c) provides that we may place restrictions on an attorney's handling of funds.

We conclude that the documentation before us demonstrates that Bellisario poses a substantial threat of serious harm to the public based

on a recent pattern of misappropriation of client funds and that his immediate temporary suspension is warranted under SCR 102(4)(b). We further conclude that Bellisario's handling of funds should be restricted.

Accordingly, attorney Bradley Bellisario is temporarily suspended from the practice of law, pending the resolution of formal disciplinary proceedings against him.¹ Under SCR 102(4)(d), Bellisario is precluded from accepting new cases immediately upon service of this order, but he may continue to represent existing clients for a period of 15 days from service of this order. In addition, pursuant to SCR 102(4)(b) and (c), we impose the following conditions on Bellisario's handling of funds entrusted to him:

1. All proceeds from Bellisario's practice of law and all fees and other funds received from or on behalf of his clients shall, from the date of service of this order, be deposited into a trust account from which no withdrawals may be made by Bellisario except upon written approval of bar counsel; and

2. Bellisario is prohibited from withdrawing any funds from any and all accounts in any way relating to his law practice, including but not limited to his general and trust accounts, except upon written approval of bar counsel.

The State Bar shall immediately serve Bellisario with a copy of this order. Such service may be accomplished by personal service, certified mail, delivery to a person of suitable age at Bellisario's place of employment or residence, or by publication. When served on either Bellisario or a depository in which he maintains an account, this order shall constitute an

¹Bellisario may file a petition asking this court to dissolve or amend the order of temporary suspension as provided in SCR 102(4)(e).

injunction against withdrawal of the proceeds except in accordance with the terms of this order. See SCR 102(4)(c). Bellisario shall comply with the provisions of SCR 115.²

It is so ORDERED.

1. Hardesty, C.J.
Hardesty

Parraguirre, J.
Parraguirre

Stiglich, J.
Stiglich

Cadish, J.
Cadish

Silver, J.
Silver

Pickering, J.
Pickering

Herndon, J.
Herndon

cc: Bar Counsel, State Bar of Nevada
Executive Director, State Bar of Nevada
Admissions Office, United States Supreme Court
Bradley J. Bellisario

²As provided in SCR 121(5), this matter is now public. This is our final disposition of this matter. Any new proceedings shall be docketed under a new docket number.



Wells Fargo Bank, N.A.
IOLTA/RETA Reporting
PO Box 3908
Portland, OR 97208-3908

RECEIVED BY
OCT 19 2020
STATE BAR OF NEVADA

NEVADA BAR FOUNDATION
ATTN: ATTORNEY TRUST ACCOUNT REPORTING
3100 W CHARLESTON BLVD STE 100
LAS VEGAS, NV 89102

Wells Fargo Bank, N.A. - Overdrawn IOLTA/Attorney Trust Accounts 10/13/2020 825

Account Number
XXXXXXXXXXXX8817

Account Name and Address
BELLISARIO LAW LLC
7495 W AZURE DR
LAS VEGAS NV 89130-4416

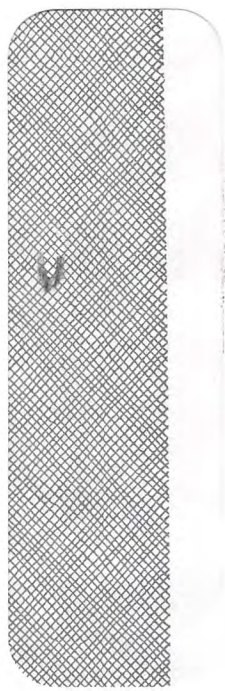
Account Balance	Transaction Description	Transaction Amount	Action	Fee
-\$1,662.05	KABBAGE PAYMENT 101220 212898 26124	\$1796.72	RETU	\$35.00

END OF REPORT



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U.S. POSTAGE
PITNEY BOWES
ZIP 28269 \$ 000.50
02 4W
0000349053 OCT 14 2000

STATE BAR OF NEVADA

October 26, 2020

Sent via Electronic and Regular Mail

Bradley Bellisario, Esq.
Bellisario Law, LLC
7495 West Azure Drive, Suite 258
Las Vegas, NV 89130

Re: Grievance No. OBC20-1137/ Wells Fargo Bank

Dear Mr. Bellisario:

Wells Fargo Bank recently notified the Office of Bar Counsel that your trust account was recently overdrawn. Enclosed is a copy of the notice. You may contact me at 775-328-1382; my email is laurap@nvbar.org. A grievance file has not been opened at this point.

As part of our continuous effort to protect the public and improve public confidence in the State Bar of Nevada, the Office of Bar Counsel (OBC) will conduct an audit of any client trust account for which the OBC receives 1) an overdraft notification; 2) a grievance from a client or third-party about delayed disbursement or non-disbursement; or 3) a reasonable suspicion of impropriety during an investigation. Your matter meets one or more of these conditions.

During the audit, the OBC will verify your compliance with the record keeping and safekeeping requirements of Supreme Court Rule 78.5(1)(b) and Rule of Professional Conduct 1.15. The audit may take from 30 days to 6 months to complete. We will send you a copy of the audit report when complete. The OBC will work with you to correct minor violations but will forward serious or repeat violations to a prosecuting attorney for discipline.

Supreme Court Rule 78.5(1)(b) and Rule of Professional Conduct 1.15 require you to record the date, amount, source, and explanation for all deposits and withdrawals to and from your client trust accounts. **Please respond in writing with supporting documentation to the questions and requests listed below to ensure a quick and accurate audit.**

1. Please complete the enclosed Declaration of Compliance and return it with your response.



3100 W. Charleston Blvd.
Suite 100
Las Vegas, NV 89102
[phone 702.382.2200](tel:702.382.2200)
[toll free 800.254.2797](tel:800.254.2797)
[fax 702.385.2878](tel:702.385.2878)

9456 Double R Blvd., Ste. B
Reno, NV 89521-5977
[phone 775.329.4100](tel:775.329.4100)
[fax 775.329.0522](tel:775.329.0522)

www.nvbar.org

STATE BAR OF NEVADA

2. Explain the reason for the overdraft and what you have done to correct it.
3. Please provide copies of all bank records, physical or electronic, for the six months prior to the overdraft. This should include all bank records from May 2020 to present. Bank records should include monthly statements, front/back of checks, and deposit slips.
4. If any electronic transfers were made from a client trust account, please provide the name of the person authorizing transfer, the date of transfer, the name of the recipient, the reason for the transfer, confirmation, and the date and time of the transfer;
5. Please provide your receipt and disbursement journal for each IOLTA or client trust account. (Firms may provide printouts from Quickbooks, Quicken, Excel, etc.) This journal should include a record of deposits to and withdrawals from the trust account; the date, source, and description of each deposit; and the date, payee and purpose of each disbursement for the last six months. It should also include a running balance.
6. Please provide a ledger for each client or beneficiary for the last six months. (You should have a ledger for each trust client or beneficiary.) Like an account journal, each ledger should include a record of deposits to and withdrawals from the trust account; the date, source, and description of each deposit; and the date, payee and purpose of each disbursement for the last six months. However, unlike an account journal, client ledgers should include a running balance **for each client**.
7. If the overdrawn check was related to the distribution of litigation proceeds, provide copies of the following: the representation agreement; settlement documents (including the release); signed settlement disbursement sheet; and all lien documents.
8. If the overdrawn check was payment of attorney fees or costs from a retainer, provide copies of the retainer agreement and billing invoices substantiating the payment.
9. If these items do not exist or you do not have possession of any of the items requested, please explain why.

STATE BAR OF NEVADA

We kindly request your cooperation. Please respond on or before **November 13, 2020**. Failure to respond may subject you to discipline under Rule of Professional Conduct 8.1(b).

Sincerely,

Laura Peters

Laura Peters
Paralegal/Investigator
Office of Bar Counsel

/lp

DECLARATION OF COMPLIANCE

(Under Penalty of Perjury per NRS 53.045)

I, _____, Nevada Bar Number _____, do hereby
solemnly declare:

1. That I am the attorney responsible for the client trust account(s)
maintained by the law firm identified as _____

(Identify each client trust account by name and account number.)

2. That the law firm keeps all records related to **each** client trust accounts
for at least seven years after the fiduciary obligation ends. These records are:

- a. An account journal that identifies every deposit and disbursement and balance for each trust account.
- b. A ledger for each client that identifies every deposit and disbursement and balance for each client.
- c. Support records. These include bank statements, deposit slips, transfer records, and cancelled checks. Transfer records, such as transfers done online, through a mobile app, or by telephone, should include the person requesting the transfer, the date, the recipient, and bank confirmation.
- d. Regular reconciliations of a, b, and c.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ by _____
Date Signature

From: [Laura Peters](#)
To: bradb@bellisariolaw.com
Subject: Grievance OBC20-1137/ Wells Fargo Bank
Date: Monday, October 26, 2020 2:38:00 PM
Attachments: [Bellisario.trust violation LOI 102620.pdf](#)
[Declaration of Compliance SCR 78.5 - SEND WITH TRUST VIOLATION LOI"S.docx](#)
[2020.10.21 Overdraft Notice - Bellisario .pdf](#)

Mr. Bellisario:

Please see attached. Do not hesitate to call with any questions – 775-824-1382.

Thank you for your anticipated cooperation,

Laura Peters
Paralegal/Investigator
Office of Bar Counsel
Ph: 775-824-1382
Email: laurap@nvbar.org

From: [Laura Peters](#)
To: bradb@bellisariolaw.com
Subject: FW: Grievance OBC20-1137/ Wells Fargo Bank
Date: Thursday, January 7, 2021 1:30:00 PM
Attachments: [Bellisario.trust violation LOI 102620.pdf](#)
[Declaration of Compliance SCR 78.5 - SEND WITH TRUST VIOLATION LOI"S.docx](#)
[2020.10.21 Overdraft Notice - Bellisario .pdf](#)

Mr. Bellisario:

It has come to my attention that this matter may have fallen through the cracks. You contacted me by telephone on November 12, 2020 and received an extension to respond, however I didn't follow up with you when that date passed. Could you please give this matter your immediate attention?

Thank you,

Laura Peters
Investigator
Office of Bar Counsel

From: Laura Peters
Sent: Monday, October 26, 2020 2:39 PM
To: bradb@bellisariolaw.com
Subject: Grievance OBC20-1137/ Wells Fargo Bank

Mr. Bellisario:

Please see attached. Do not hesitate to call with any questions – 775-824-1382.

Thank you for your anticipated cooperation,

Laura Peters
Paralegal/Investigator
Office of Bar Counsel
Ph: 775-824-1382
Email: laurap@nvbar.org

From: [Laura Peters](#)
To: [Ross Goodman](#)
Subject: RE: Bradley Bellisario, Esq.
Date: Friday, February 5, 2021 1:33:43 PM
Attachments: [image002.png](#)
[image003.jpg](#)

Fantastic, thanks!

Have a nice weekend - Laura

Sent from [Mail](#) for Windows 10

From: [Ross Goodman](#)
Sent: Friday, February 5, 2021 1:32 PM
To: [Laura Peters](#)
Cc: bradb@bellisariolaw.com; [Tiffanie Johannes](#)
Subject: RE: Bradley Bellisario, Esq.

Laura, I have included Brad on this email and his updated address is 7100 Grand Montecito Pkwy #2054, Las Vegas, NV 89149.



From: Laura Peters <LauraP@nvbar.org>
Sent: Friday, February 5, 2021 12:58 PM
To: Ross Goodman <ross@rosscgoodman.com>
Subject: Bradley Bellisario, Esq.

Good Afternoon Mr. Goodman:

I am an investigator with the State Bar of Nevada. I understand that you may be representing Mr. Bellisario on some pending criminal matters in Las Vegas Justice Court. I have some unrelated correspondence involving his clients that I have been trying to send him for a while. Would you be able and willing to provide me with a current mailing address? His office phone doesn't seem to be able to accept voice mail and the addresses on file with the State Bar seem to be out of date as everything has been returned so far.

I would appreciate any assistance you can provide,

Laura Peters
Paralegal/Investigator

Office of Bar Counsel

Ph: 775-824-1382

Email: laurap@nvbar.org



Notice of Confidentiality: The information transmitted is intended only for the person or entity to whom it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking any action in reliance upon, this information by anyone other than the intended recipient is not authorized.

STATE BAR OF NEVADA

February 11, 2021

SENT VIA EMAIL & CERTIFIED MAIL:

Bradley J. Bellisario, Esq.
7100 Grand Montecito Pkwy #2054,
Las Vegas, NV 89149
bradb@bellisariolaw.com

RE: Grievance File No. OBC20-1137 / Wells Fargo Bank

Dear Mr. Bellisario:

Please be advised that I am the new investigator assigned to this matter. You can reach me at 702-317-1439 or dawnm@nvbar.org.

This will also serve to advise you that the Office of Bar Counsel has not received a response to our letters of October 21, 2020 and January 7, 2021, copies of which are enclosed.

If no response is received from you, this grievance file will be referred to the screening panel of the Southern Nevada Disciplinary Board, which will consider the complaint on the assumption that all of the allegations made in the letter of complaint are true. In addition, the panel will be asked to consider your failure to respond as a failure to cooperate with the State Bar in its efforts to enforce Rules of Professional Conduct, which will be considered as a separate disciplinary violation pursuant to RPC 8.1(b) (Bar admission and disciplinary matters).

Please provide the requested information no later than February 26, 2021.

Sincerely,

Dawn Meeks

Dawn Meeks, CP
Senior Paralegal / Investigator
Office of Bar Counsel

/dm
Enclosure



3100 W. Charleston Blvd.
Suite 100
Las Vegas, NV 89102
phone 702.382.2200
toll free 800.254.2797
fax 702.385.2878

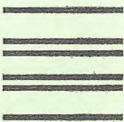
9456 Double R Blvd., Ste. B
Reno, NV 89521-5977
phone 775.329.4100
fax 775.329.0522

www.nvbar.org

USPS TRACKING #



9590 9402 5871 0038 4389 53



First-Class Mail
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USPS
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United States
Postal Service

State Bar of Nevada
3100 W. Charleston Blvd.
Las Vegas, NV 89102

2.12.2021 / D. Meeks / 08C20-0053
08C21-0142, 08C21-0146

SENDER: COMPLETE THIS SECTION

- ☐ Complete items 1, 2, and 3.
- ☐ Print your name and address on the reverse so that we can return the card to you.
- ☐ Attach this card to the back of the mailpiece, or on the front if space permits.

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ X

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Bradley J. Bellisario, Esq.

7100 Grand Montecito Pkwy #2054

Las Vegas, NV 89149



9590 9402 5871 0038 4389 53

2. Article Number (Transfer from service label)

7020 1290 0001 2717 6498

3. Service Type

- | | |
|--|---|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input checked="" type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input checked="" type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Insured Mail | |
| <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) | |

U.S. Postal Service™

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Domestic Mail Only

SBN Exhibit 3 - Page 014

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$ _____
- ☐ Return Receipt (electronic) \$ _____
- ☐ Certified Mail Restricted Delivery \$ _____
- ☐ Adult Signature Required \$ _____
- ☐ Adult Signature Restricted Delivery \$ _____

Postage

2.12.2021

DBC21-1137

Postmark

DBC21-2053

DBC21-0142

DBC21-0146

Bradley J. Bellisario, Esq.

ROA Page 0453

7100 Grand Montecito Pkwy #2054

Las Vegas, NV 89149

7020 1290 0001 2717 6498

From: [Tiffanie Johannes](#)
To: [Dawn Meeks](#)
Subject: Read: IMPORTANT! State Bar of Nevada Communication re OBC20-1137
Date: Thursday, February 11, 2021 11:08:44 AM

Your message

To:
Subject: IMPORTANT! State Bar of Nevada Communication re OBC20-1137
Sent: Thursday, February 11, 2021 7:08:44 PM (UTC+00:00) Monrovia, Reykjavik
was read on Thursday, February 11, 2021 7:08:32 PM (UTC+00:00) Monrovia, Reykjavik.

From: [Dawn Meeks](#)
To: bradb@bellisariolaw.com
Cc: ross@rosscgoodman.com; tiffanie@rosscgoodman.com
Bcc: [Belinda Felix](#); [Jennifer Moreno](#)
Subject: IMPORTANT! State Bar of Nevada Communication re OBC20-1137
Date: Thursday, February 11, 2021 8:49:00 AM
Attachments: [image001.png](#)
[2020.10.21 Overdraft Notice - Bellisario .pdf](#)
[2020.10.26 Bellisario.trust violation LOI.pdf](#)
[2021.01.07 SBN email to Bellisario - no rsp.pdf](#)
[2021.02.11 Bellisario 8.1 ltr.pdf](#)

Mr. Bellisario,

I am the new investigator on this matter. Attached please find a letter that requires your immediate attention. Please confirm that you have received this email.

I have also copied Mr. Goodman and his assistant on this email.

Thank you.

Dawn Meeks, CP
Senior Certified Paralegal / Investigator
Office of Bar Counsel
Direct Dial: (702) 317-1439
Main Number: (702) 382-2200

State Bar of Nevada
3100 W. Charleston Blvd., Suite 100
Las Vegas, NV 89102
www.nvbar.org



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The Office of Bar Counsel (OBC) is committed to fighting the outbreak of coronavirus (COVID-19). All OBC staff will work remotely for the immediate future. We will not receive physical mail on a regular basis. This may delay or adversely affect your matter with the OBC. We ask that you communicate through email to dawnm@nvbar.org. Thank you for your patience and cooperation during this difficult time.

Track Another Package +

Tracking Number: 70201290000127176498

Remove X

Your item was delivered to the front desk, reception area, or mail room at 5:56 pm on February 16, 2021 in LAS VEGAS, NV 89149.

 **Delivered, Front Desk/Reception/Mail Room**

February 16, 2021 at 5:56 pm
LAS VEGAS, NV 89149

Text & Email Updates

Tracking History

February 16, 2021, 5:56 pm
Delivered, Front Desk/Reception/Mail Room
LAS VEGAS, NV 89149

Your item was delivered to the front desk, reception area, or mail room at 5:56 pm on February 16, 2021 in LAS VEGAS, NV 89149.

February 15, 2021
In Transit to Next Facility

February 13, 2021, 7:24 pm
Departed USPS Regional Facility
LAS VEGAS NV DISTRIBUTION CENTER

February 12, 2021, 10:54 pm
Arrived at USPS Regional Facility
LAS VEGAS NV DISTRIBUTION CENTER

Product Information

Postal Product:

Features:

See Less ^

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

FAQs

Feedback

From: [bradley bellisario](#)
To: [Dawn Meeks](#)
Subject: Read: State Bar of Nevada Communication
Date: Thursday, April 8, 2021 3:00:44 PM

Your message

To:
Subject: State Bar of Nevada Communication
Sent: Thursday, April 8, 2021 10:00:43 PM (UTC+00:00) Monrovia, Reykjavik
was read on Thursday, April 8, 2021 10:00:26 PM (UTC+00:00) Monrovia, Reykjavik.

From: [Dawn Meeks](#)
To: bradb@bellisariolaw.com
Cc: [Kait Flocchini](#)
Subject: State Bar of Nevada Communication
Date: Thursday, April 8, 2021 2:57:00 PM
Attachments: [image001.png](#)

Mr. Bellisario,

I am in receipt of your recent email requesting to become an inactive member of the bar. Please contact me AS SOON AS POSSIBLE. You have multiple disciplinary matters pending in the Office of Bar Counsel that we wish to discuss with you. I have tried to reach you on numerous occasions. Please note that if you wish you speak to Assistant Bar Counsel Kait Flocchini. I have also copied Ms. Flocchini on this email.

Please confirm that you have received this email.

Dawn Meeks, CP
Senior Certified Paralegal / Investigator
Office of Bar Counsel
Direct Dial: (702) 317-1439
Main Number: (702) 382-2200

State Bar of Nevada
3100 W. Charleston Blvd., Suite 100
Las Vegas, NV 89102
www.nvbar.org



Notice of Confidentiality: The information transmitted is intended only for the person or entity to whom it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking any action in reliance upon, this information by anyone other than the intended recipient is not authorized.

The Office of Bar Counsel (OBC) is committed to fighting the outbreak of coronavirus (COVID-19). All OBC staff will work remotely for the immediate future. We will not receive physical mail on a regular basis. This may delay or adversely affect your matter with the OBC. We ask that you communicate through email to dawnm@nvbar.org. Thank you for your patience and cooperation during this difficult time.

From: nevadabarforms@gmail.com
To: [complaints: nevadabarforms@gmail.com](mailto:complaints:nevadabarforms@gmail.com)
Subject: New submission from File a Complaint Online
Date: Monday, January 11, 2021 8:31:42 AM

First, Middle and Last Name

Jody B. Pravecek

Your Address

358 W. Ontario, #1W
Chicago, IL 60654
[Map It](#)

Your Email

jody@pcfcash.com

Your Primary Telephone Number

(312) 212-5000

Your Secondary Telephone Number

(312) 371-1104

Attorney Information**Attorney Name**

Bradley Bellisario

Law Firm Name

Bellisario Law, LLC

Attorney Address

7495 West Azure Drive, Suite 258
Las Vegas, NV 89130
[Map It](#)

Previous Contact with the State Bar of Nevada**Have you previously contacted the State Bar of Nevada regarding this matter?**

No

Hiring the Attorney**Did you hire/retain the attorney about whom you are complaining?**

No

What is your connection to the lawyer?

Preferred Capital Funding provided a case advance funding to a client of Mr. Bellisario's, Christine Heath. Mr. Bellisario signed an Atty Acknowledgment agreeing to pay her outstanding funding balance out of the case settlement proceeds when her case settled.

Names and contact information for other persons who can provide additional information concerning your complaint

Christine Heath
5921 Hills Echo St.
North Las Vegas, NV 89031
702-812-4627
christineheath78@gmail.com

Explanation of Grievance

Complaint Details

Please see attached letter and exhibits.

Explain what measures you have taken to resolve this matter directly with the attorney

Please see attached letter and exhibits.

Related File(s)

- [BRADBELLISARIORECHRISTINEHEATH-letter.pdf](#)
- [Christine-Heath-Disbursement-Receipt-from-Brad-Bellisario.pdf](#)
- [Christine-Heath-Atty-Ack-from-Brad-Bellisario.pdf](#)
- [NV-Bar-complaint-re-Brad-Bellisario.pdf](#)



Preferred Capital Funding

CASH ADVANCES TO PLAINTIFFS

ILLINOIS

Preferred Capital Funding, Inc.
Chicago - Main
368 W. Huron St., Ste. 400S
Chicago, IL 60654
Phone: 312.212.5000
Fax: 312.274.1383

MISSOURI

Preferred Capital Funding-
Missouri, LLC
One Metropolitan Square
211 N. Broadway, Ste. 110
St. Louis, MO 63102
Phone: 314.256.2686
Fax: 314.256.2688

NEVADA

Preferred Capital Funding-
Nevada, LLC
211 N. Buffalo Dr.; Ste. C
Las Vegas, NV 89145
Phone: 702.947.9775
Fax: 702.947.9776

OHIO

Preferred Capital Funding-
Ohio, LLC
200 Public Square, Ste. 160
Cleveland, OH 44114
Phone: 216.472.1391
Fax: 877.329.6199

UTAH

Preferred Capital Funding-
Utah, LLC
299 South Main, Ste. 160
Salt Lake City, UT 84111
Phone: 385.282.6888
Fax: 385.282.6882

www.pfcash.com

January 11, 2021

VIA ELECTRONIC SUBMISSION

State Bar of Nevada

Attn: Discipline Department

RE: Bradley Bellisario, Esq.

To whom it may concern:

I am writing to issue a complaint regarding attorney Bradley Bellisario, Esq., Bellisario Law, LLC, 7495 West Azure Drive, Suite 258, Las Vegas, NV 89130. We are concerned that he may have engaged in unethical and/or improper behavior regarding his client Christine Heath. We would like to ask for your assistance in investigating this situation and Mr. Bellisario's professional conduct.

We are a funding company registered by the Nevada Financial institutions Division and provide case advance funding to clients who have pending personal injury and/or Worker's Compensation claims. We rely upon the attorneys to provide us with case information in order to determine whether the client is eligible to receive an advance. Then, we have the attorney sign an Attorney Acknowledgment agreement acknowledging that they will repay the client's outstanding funding balance directly to us from the settlement proceeds and our company has a lien upon any proceeds generated from the case.

We provided a case advance funding for a client of Mr. Bellisario's, Christine Heath. Mr. Bellisario signed and returned the Attorney Acknowledgment and acknowledged the funding. However, the case was resolved, funds were disbursed to the client and the balance due to Preferred Capital Funding was not repaid. We have attempted to contact Mr. Bellisario and his office to see if there was an error in sending the check but have not received any response.

On December 2, 2019, we provided Ms. Heath with a \$4,000.00 case advance funding based on information provided by Mr. Bellisario. Mr. Bellisario signed off on the advance and signed the Attorney Acknowledgment agreeing to repay the funding balance directly out of the settlement proceeds. (Exhibit "A").

On October 3, 2020, we emailed Mr. Bellisario directly for a status on the case and did not receive a reply. We emailed again on October 18, 2020, November 3, 2020, November 12, 2020, November 19, 2020, and December 1, 2020 with no response. On December 8, 2020, we called the law firm and were able to

reach anyone, but left a message on the general voicemail asking for a return call. No return call was received so that same day, we called Ms. Heath but were unable to reach her either. On December 14, 2020 we again called the law firm and left a voicemail in the general mailbox. We also sent an email to Ms. Heath asking her to contact us.

On December 15, 2020, Ms. Heath called back and indicated that she was not surprised we were having difficulty contacting Mr. Bellisario as she had often had issues with contacting him as well. However, she did advise that the case was settled and she had received her settlement funds several months ago, along with a disbursement statement indicating that Preferred Capital Funding had been paid \$6,100.00 in July 2020. She provided us with a copy of that Receipt for our review. (Exhibit "B")

On December 15, 2020, we sent a letter to Mr. Bellisario via both email and regular U.S. Mail reminding him of his obligation to repay her funding balance from the settlement proceeds and advising that we had not received the \$6,100.00 check which was presumably sent to us in July 2020. (Exhibit "C") No one from Mr. Bellisario's law firm has responded to us at all.

We therefore believe that the case was resolved and the settlement funds disbursed to the client, in violation of Nevada Rules of Professional Conduct, Rule 1.15: *Safekeeping Property*, without funding balance being repaid. He was clearly aware of Preferred Capital Funding's interest in the settlement funds and if he is not still holding those funds in his escrow account, he is in violation of Rule 1.15.

We would ask that you investigate Mr. Bellisario's conduct and determine whether he complied with his obligations as an attorney under these circumstances. Should you have any questions or need any additional information, please do not hesitate to contact me. I can be reached at 312/371-1104. Thank you for your cooperation in this matter.

Sincerely,

Jody B. Pravecek

Jody B. Pravecek, Esq.

Enclosures

**ATTORNEY ACKNOWLEDGMENT OF
ASSIGNMENT OF PROCEEDS OF CLAIM**

I, Mr. Bradley Bellisario of Bellisario Law, LLC, am representing Christine Heath in the Civil Proceeding which arose on or about September 5, 2019 in which Christine Heath is expected to receive proceeds from its resolution and that is the subject of this Consumer Litigation Funding Contract.

I hereby acknowledge the assignment and/or placement of a lien upon the proceeds of the above Legal Claim by my client and granted to Preferred Capital Funding – Nevada, LLC (PCF-Nevada) pursuant to a Consumer Litigation Funding Contract between both parties. I understand that I am instructed to follow Ms. Christine Heath's Irrevocable Direction instructions and authorization to pay such sums that shall be due and owing at the time of the resolution of the above Civil Proceeding.

At such time that the above Civil Proceeding is ready for disbursement, I shall contact PCF-Nevada for a proper pay-off amount, I shall at disbursement time send said check made payable to Preferred Capital Funding – Nevada, LLC **located at at 211 N. Buffalo Dr., Ste. C , Las Vegas, NV 89145.**

If any dispute arises over the amount owed PCF, it is expressly understood that I shall pay PCF-Nevada the non-disputed amount owed by Ms. Christine Heath. I shall not disburse any proceeds to Christine Heath or to anyone else on Ms. Christine Heath behalf, except for my attorney's fees (not to exceed 40%) and/or actual disbursements incurred by me in connection with the prosecution of this Civil Proceeding, until such dispute is resolved. I shall keep the proceeds in my client trust account while any dispute is pending. If the dispute continues beyond 120 days, I may notify PCF and Ms. Christine Heath and then transfer the funds from my client trust account and deposit the proceeds with a court of competent jurisdiction.

I am being paid on a contingency basis pursuant to a written contingent fee agreement and all proceeds of the civil proceeding or action will be disbursed via my client trust account or settlement fund established to receive proceeds from the defendant on behalf of Ms. Christine Heath.

I further represent that to the best of my knowledge Ms. Christine Heath has **NOT** taken any other funding's, advances, loans or any funding encumbrances on the above Legal Claim other than through PCF-Nevada herein. I agree to notify PCF if at any time I am no longer counsel on this Legal Claim, or I have joined additional co-counsel to also work on this Civil Proceeding. While I am not endorsing or recommending this transaction, I have had the opportunity to review this Consumer Litigation Funding Contract and to the best of my knowledge the funded amount and any charges and all applicable fees related to this Consumer Litigation Funding Contract have been disclosed to my client. I am obligated to disburse money from the legal claim and take other steps to ensure that the terms of the consumer litigation funding contract are fulfilled. I further represent I have not received or been paid a referral fee or any other consideration from PCF-Nevada nor will I accept any referral fee or other consideration from the PCF-Nevada in the future in connection with the Consumer Litigation Funding Transaction. I have not provided advice related to taxes, benefits or any other financial matter regarding this transaction.

Dated: December 2, 2019

Paula Steinmetz

Bellisario Law, LLC

Bradley Bellisario
Bradley Bellisario (Dec 2, 2019)

Christine Heath

Paula Steinmetz (CFO)

Mr. Bradley Bellisario

LLISARIO LAW

95 W. Azure Drive, Ste. 258
Las Vegas, NV 89130

FOR:
Auto Accident 9-5-2019

RECEIPT #31
JULY 22, 2020

DESCRIPTION	HOURS	RATE	AMOUNT
Negotiated Settlement from State Farm			\$25,000.00
Negotiated Settlement from Geico			\$100,000.00
Lloyd Baker Injury Attorneys			(\$1,425.00)
Injury Solutions, Inc.			(\$49,855.00)
- Less Reduction			\$10,435.96
Las Vegas Radiology - MRI			(\$3,300.00)
- Less Reduction			\$1,300.00
Bernard Ong, M.D.			(\$1,163.00)
Multus Medical / B			(\$1,200.00)
Medical Lien			(\$354.88)
Attorney Fees			(\$39,419.04)
- 1/3 of Gross Settlement			(\$550.00)
- Cost Estimate Letter			(\$50.00)
- Medical Records Fee (LV Radiology)			
			(\$6,100.00)
Less Preferred Capital Funding Lien			
		TOTAL	\$33,319.04

BY SIGNING BELOW, I HEREBY ACKNOWLEDGE RECEIPT OF THE ABOVE REFERENCED TOTAL PAID BY CASH /
CHECK ON THE _____ DAY OF _____, 20____.

CLIENT SIGNATURE _____

CLIENT NAME (PRINTED) _____



Preferred Capital Funding

CASH ADVANCES TO PLAINTIFFS

ILLINOIS

Preferred Capital Funding, Inc.
Chicago - Main
368 W. Huron St., Ste. 400S
Chicago, IL 60654
Phone: 312.212.5000
Fax: 312.274.1383

MISSOURI

Preferred Capital Funding-
Missouri, LLC
One Metropolitan Square
211 N. Broadway, Ste. 110
St. Louis, MO 63102
Phone: 314.256.2686
Fax: 314.256.2688

NEVADA

Preferred Capital Funding-
Nevada, LLC
211 N. Buffalo Dr.; Ste. C
Las Vegas, NV 89145
Phone: 702.947.9775
Fax: 702.947.9776

OHIO

Preferred Capital Funding-
Ohio, LLC
200 Public Square, Ste. 160
Cleveland, OH 44114
Phone: 216.472.1391
Fax: 877.329.6199

UTAH

Preferred Capital Funding-
Utah, LLC
299 South Main, Ste. 160
Salt Lake City, UT 84111
Phone: 385.282.6888
Fax: 385.282.6882

www.pfcash.com

December 15, 2020

VIA EMAIL bradb@bellisariolaw.com and U. S. MAIL

Bradley Bellisario, Esq.
Bellisario Law, LLC
2945 N Martin L King Blvd
North Las Vegas, NV 89032

**Re: Funding by our company to your client Christine Heath
Intake ID #120841**

Dear Mr. Bellisario:

As I believe you are aware, our company provided Christine Heath with a case advance funding regarding her motor vehicle accident of 9/5/2019. You signed the Attorney Acknowledgment at the time of funding and agreed to repay us out of the settlement proceeds.

Based on the funding agreement your client signed, our company had a lien upon any proceeds generated from the case. Disbursement of funds on the case without payment of our lien may subject you and your firm to personal liability for the amounts owed to our company.

As I am sure you already know, Nevada Rules of Professional Conduct, Rule 1.15: *Safekeeping Property*, requires you to hold the settlement proceeds in escrow until such time as our lien is paid or a determination has been made regarding any dispute over our outstanding loan balance. Rule 1.15 states, in pertinent part:

(d) Upon receiving funds or other property in which a client or third person has an interest, a lawyer shall promptly notify the client or third person. Except as stated in this Rule or otherwise permitted by law or by agreement with the client, a lawyer shall promptly deliver to the client or third person any funds or other property that the client or third person is entitled to

receive and, upon request by the client or third person, shall promptly render a full accounting regarding such property.

(e) When in the course of representation a lawyer is in possession of funds or other property in which two or more persons (one of whom may be the lawyer) claim interests, the property shall be kept separate by the lawyer until the dispute is resolved. The lawyer shall promptly distribute all portions of the funds or other property as to which the interests are not in dispute.

It is my understanding that Ms. Heath's claim was settled and the funds were disbursed several months ago. According to Ms. Heath, your office sent repayment of her outstanding funding balance to PCF, however, we do not see that any payment was ever received. She forwarded us a copy of the disbursement receipt from your office showing that \$6,100.00 was being sent to PCF for repayment of her funding, yet we never received a check. Therefore, her account has become due and is currently in default. Attempts to reach your office to discuss this have been unsuccessful.

Would you please contact me upon receipt of the letter so we can determine why PCF has not received repayment? I look forward to hearing from you. I can be reached at 312/371-1104. If I do not hear from you, you will leave us with no alternative but to take legal action against both you and your client for collection of the outstanding balance, but of course, I am hopeful that will not become necessary.

Thank you for your anticipated cooperation in this matter.

Sincerely,

Jody B. Pravecek

Jody B. Pravecek, Esq.

Cc: enclosure (disbursement receipt)

January 27, 2021

Bradley J. Bellisario, Esq.
5 Woodford Way 4
Metamora, Il. 61548

Sent via Certified, Regular and Electronic Mail:
7019 2970 0001 3885 9960

bradb@bellisariolaw.com

Re: Grievance File OBC21-0053/ Jody Pravecek

Dear Mr. Bellisario:

The Office of Bar Counsel has received the enclosed correspondence from Jody Pravecek which alleges professional misconduct on your part. A grievance file has been opened. I am the investigator assigned to this matter. My contact information is 775-824-1382, or I can be reached by email at laurap@nvbar.org.

Please respond in writing to this grievance. Your response should address each allegation contained within the grievance. All applicable documentation in support of your response should be included.

This grievance involves client funds held in trust. As part of our ongoing investigation, please provide me with your trust account records as listed below. Supreme Court Rule 78.5(1)(b) requires you to clearly and expressly provide the date, amount, source, and explanation for all receipts, withdrawals, deliveries and disbursements of client funds as described below.

1. A copy of the retainer or compensation agreement.
2. Identify the date of settlement and provide copies of all the settlement documents, including but not limited to releases.
3. Copies of accountings to the client or third persons showing the disbursement of funds to or on their behalf, such as a signed distribution sheet.
4. Copies of the settlement check(s) and bank statement(s) identifying where the deposit was made.
5. Your receipt and disbursement journals containing a record of



3100 W. Charleston Blvd.
Suite 100
Las Vegas, NV 89102
phone 702.382.2200
toll free 800.254.2797
fax 702.385.2878

9456 Double R Blvd., Ste. B
Reno, NV 89521-5977
phone 775.329.4100
fax 775.329.0522

www.nvbar.org

deposits to and withdrawals from the trust accounts, specifically identifying the date, source, and description of each item deposited, as well as the date, payee and purpose of each disbursement (i.e. Quickbooks, Quicken, Excel, etc.) for the six months prior to deposit of the settlement proceeds to present.

6. Your ledger records for the client. (You should have a ledger for each trust client or beneficiary.) This ledger should include the source of all funds deposited, the amount of such funds, the descriptions and amounts of charges or withdrawals, and the names of all persons or entities to whom such funds were disbursed.
7. Copies of all bank records, physical or electronic, for the six months prior to the settlement being deposited to present. Bank records are defined as the monthly statements, front/back of checks, deposits and deposit slips.
8. Copies of the front and back of all checks issued regarding the grievant's settlement, along with the relevant bank statements.
9. Records of all electronic transfers related to the grievant, including the name of the person authorizing transfer, the date of transfer, the name of the recipient and confirmation from the financial institution of the trust account number from which money was withdrawn and the date and the time the transfer was completed;
10. Copies of bills for legal fees or expenses rendered to the grievant.
11. Copies of all liens relating to the grievant.
12. If all liens have not been distributed, please provide an explanation as why and when they are anticipated to be paid. Further, please state where the funds are being held and provide a copy of trust account balance indicating that the funds are being held for safekeeping.
13. Copies of your client file that relates to grievant's trust account transactions.
14. If these items do not exist or you do not have possession of any of the items requested, please explain why.

Please give this matter your immediate attention. This is a lawful demand for information from the Office of Bar Counsel in conjunction with an investigation. If no response is received from you, the screening panel of the Southern Nevada Disciplinary Board will be asked to consider your

failure to respond as a failure to cooperate with the State Bar in its efforts to enforce Rules of Professional Conduct, which will be considered as a separate disciplinary violation pursuant to RPC 8.1(b) (Bar Admission and Disciplinary Matters).

Your response is due on or before **February 16, 2021. Due to the serious nature of this matter, no extensions will be granted.**

Thank you for your anticipated cooperation,

Laura Peters

Laura Peters
Investigator
Office of Bar Counsel

/lp
Enclosure

STATE BAR OF NEVADA

January 27, 2021

Jody B. Pravecek
358 W. Ontario, 1W
Chicago, IL 60654

Sent via electronic mail only
jody@pcfcash.com

RE: Grievance File #OBC21-0053/ Bradley Bellisario, Esq.

Dear Mr. Pravecek:

Please be advised that a grievance file has been opened regarding this matter. The file number is indicated above.

Our office will conduct an investigation and then present the file to a Screening Panel of the Southern Nevada Disciplinary Board for its determination. The time required for the review process cannot be estimated because it is dependent upon the complexity and volume of complaints received at any given time; however, you will hear from us in due course.

Please understand that this office cannot and does not give legal advice, does not have jurisdiction over malpractice claims, and cannot alter or affect in any way the outcome of private legal matters in court. Our function is to determine whether an attorney has violated the Rules of Professional Conduct and, if so, to take measures sufficient to avoid a recurrence. If you need additional work or advice on your case, you must obtain the assistance of your own private counsel.

I am the investigator assigned to this file. My direct line is (775) 824-1382 should you have any questions.

Thank you for your patience during this process,

Laura Peters

Laura Peters
Paralegal/Investigator
Office of Bar Counsel



3100 W. Charleston Blvd.
Suite 100
Las Vegas, NV 89102
phone 702.382.2200
toll free 800.254.2797
fax 702.385.2878

9456 Double R Blvd., Ste. B
Reno, NV 89521-5977
phone 775.329.4100
fax 775.329.0522

www.nvbar.org

Dawn Meeks

From: Laura Peters
Sent: Friday, February 5, 2021 1:34 PM
To: Ross Goodman
Subject: RE: Bradley Bellisario, Esq.

Fantastic, thanks!
Have a nice weekend - Laura

Sent from [Mail](#) for Windows 10

From: [Ross Goodman](#)
Sent: Friday, February 5, 2021 1:32 PM
To: [Laura Peters](#)
Cc: bradb@bellisariolaw.com; [Tiffanie Johannes](#)
Subject: RE: Bradley Bellisario, Esq.

Laura, I have included Brad on this email and his updated address is 7100 Grand Montecito Pkwy #2054, Las Vegas, NV 89149.



ROSS C. GOODMAN, ESQ
520 South Fourth Street
Las Vegas, Nevada 89101 - 6593
P: 702.383.5088 | F: 702.385.5088
www.rosscgoodman.com

From: Laura Peters <LauraP@nvbar.org>
Sent: Friday, February 5, 2021 12:58 PM
To: Ross Goodman <ross@rosscgoodman.com>
Subject: Bradley Bellisario, Esq.

Good Afternoon Mr. Goodman:

I am an investigator with the State Bar of Nevada. I understand that you may be representing Mr. Bellisario on some pending criminal matters in Las Vegas Justice Court. I have some unrelated correspondence involving his clients that I have been trying to send him for a while. Would you be able and willing to provide me with a current mailing address? His office phone doesn't seem to be able to accept voice mail and the addresses on file with the State Bar seem to be out of date as everything has been returned so far.

I would appreciate any assistance you can provide,

Laura Peters
Paralegal/Investigator
Office of Bar Counsel
Ph: 775-824-1382
Email: laurap@nvbar.org



Notice of Confidentiality: The information transmitted is intended only for the person or entity to whom it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking any action in reliance upon, this information by anyone other than the intended recipient is not authorized.

STATE BAR OF NEVADA

February 10, 2021

VIA EMAIL ONLY TO:

Jody Pravecek, Esq.
Preferred Capital Funding
jody@pcfcash.com

RE: Grievance File No. OBC21-0053 / Bradley Bellisario, Esq.

Dear Ms. Pravecek:

This letter is to advise you that I am the new investigator assigned to this matter. My contact information is 702-317-1439 and dawnm@nvbar.org.

At this time, Mr. Bellisario has not responded to the State Bar of Nevada. Your case has been consolidated with other matters in our office. As a reminder, the time necessary to conduct the investigation and review process cannot be estimated, as it is dependent upon the complexity and volume of the complaints received at any given time. However, you will be notified of the disposition of this matter.

Sincerely,

Dawn Meeks

Dawn Meeks
Senior Paralegal Investigator
Office of Bar Counsel



3100 W. Charleston Blvd.
Suite 100
Las Vegas, NV 89102
[phone 702.382.2200](tel:702.382.2200)
[toll free 800.254.2797](tel:800.254.2797)
[fax 702.385.2878](tel:702.385.2878)

9456 Double R Blvd., Ste. B
Reno, NV 89521-5977
[phone 775.329.4100](tel:775.329.4100)
[fax 775.329.0522](tel:775.329.0522)

www.nvbar.org

STATE BAR OF NEVADA

February 11, 2021

SENT VIA EMAIL & CERTIFIED MAIL:

Bradley J. Bellisario, Esq.
7100 Grand Montecito Pkwy #2054,
Las Vegas, NV 89149
bradb@bellisariolaw.com

RE: Grievance File No. OBC21-0053 / Jody Pravecek, Esq. for Preferred Capital
Funding
Your client: Christine Heath

Dear Mr. Bellisario:

Please be advised that I am the new investigator assigned to this matter. You can reach me at 702-317-1439 or dawnm@nvbar.org.

This will also serve to advise you that the Office of Bar Counsel has not received a response to our letter of January 27, 2021, copy of which is enclosed.

If no response is received from you, this grievance file will be referred to the screening panel of the Southern Nevada Disciplinary Board, which will consider the complaint on the assumption that all of the allegations made in the letter of complaint are true. In addition, the panel will be asked to consider your failure to respond as a failure to cooperate with the State Bar in its efforts to enforce Rules of Professional Conduct, which will be considered as a separate disciplinary violation pursuant to RPC 8.1(b) (Bar admission and disciplinary matters).

Please provide the requested information no later than February 26, 2021.

Sincerely,

Dawn Meeks

Dawn Meeks, CP
Senior Paralegal / Investigator
Office of Bar Counsel

/dm
Enclosure



3100 W. Charleston Blvd.
Suite 100
Las Vegas, NV 89102
phone 702.382.2200
toll free 800.254.2797
fax 702.385.2878

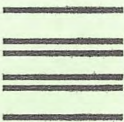
9456 Double R Blvd., Ste. B
Reno, NV 89521-5977
phone 775.329.4100
fax 775.329.0522

www.nvbar.org

USPS TRACKING #



9590 9402 5871 0038 4389 53



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United States
Postal Service

State Bar of Nevada
3100 W. Charleston Blvd.
Las Vegas, NV 89102

2.12.2021 / D. Meeks / 08C20-0053
08C21-0142, 08C21-0146

SENDER: COMPLETE THIS SECTION

- ☐ Complete items 1, 2, and 3.
- ☐ Print your name and address on the reverse so that we can return the card to you.
- ☐ Attach this card to the back of the mailpiece, or on the front if space permits.

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ X

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Bradley J. Bellisario, Esq.

7100 Grand Montecito Pkwy #2054

Las Vegas, NV 89149



9590 9402 5871 0038 4389 53

2. Article Number (Transfer from service label)

7020 1290 0001 2717 6498

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☒ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

SBN Exhibit 4 - Page 019

For delivery information, visit our website at www.usps.com[®].

OFFICIAL USE

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\$

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$ _____
☐ Return Receipt (electronic) \$ _____
☐ Certified Mail Restricted Delivery \$ _____
☐ Adult Signature Required \$ _____
☐ Adult Signature Restricted Delivery \$ _____

Postage

2.12.2021

DBC21-1137

Postmark

DBC21-2053

DBC21-0142

DBC21-0146

Bradley J. Bellisario, Esq.

ROA Page 0478

7100 Grand Montecito Pkwy #2054

Las Vegas, NV 89149

2020 1290 0001 2717 6498

From: [Tiffanie Johannes](#)
To: [Dawn Meeks](#)
Subject: Read: IMPORTANT! State Bar of Nevada Communication re OBC21-0053
Date: Thursday, February 11, 2021 11:08:42 AM

Your message

To:
Subject: IMPORTANT! State Bar of Nevada Communication re OBC21-0053
Sent: Thursday, February 11, 2021 7:08:41 PM (UTC+00:00) Monrovia, Reykjavik
was read on Thursday, February 11, 2021 7:08:33 PM (UTC+00:00) Monrovia, Reykjavik.

From: [Dawn Meeks](#)
To: ["bradb@bellisariolaw.com"](mailto:bradb@bellisariolaw.com)
Cc: ["ross@rosscgoodman.com"](mailto:ross@rosscgoodman.com); ["tiffanie@rosscgoodman.com"](mailto:tiffanie@rosscgoodman.com)
Bcc: [Belinda Felix](#); [Jennifer Moreno](#)
Subject: IMPORTANT! State Bar of Nevada Communication re OBC21-0053
Date: Thursday, February 11, 2021 8:55:00 AM
Attachments: [image001.png](#)
[2021.02.11 Bellisario 8.1 ltr.pdf](#)
[2021.01.27 Bellisario.Settlement LOI.pdf](#)
[2021.01.11 New complaint - Pravecsek.pdf](#)

Mr. Bellisario,

I am the new investigator on this matter. Attached please find a letter that requires your immediate attention. Please confirm that you have received this email.

I have also copied Mr. Goodman and his assistant on this email.

Thank you.

Dawn Meeks, CP
Senior Certified Paralegal / Investigator
Office of Bar Counsel
Direct Dial: (702) 317-1439
Main Number: (702) 382-2200

State Bar of Nevada
3100 W. Charleston Blvd., Suite 100
Las Vegas, NV 89102
www.nvbar.org



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LLISARIO LAW

195 W. Azure Drive, Ste. 258
Las Vegas, NV 89130

TO:
Death, Christine

RECEIPT

RECEIPT #31
JULY 22, 202

FOR:
Auto Accident 9-5-2019

DESCRIPTION	HOURS	RATE	AMOUNT
Negotiated Settlement from State Farm			\$25,000.00
Negotiated Settlement from Gelco			\$100,000.00
Lloyd Baker Injury Attorneys			(\$1,425.00)
Injury Solutions, Inc.			(\$49,855.00)
- Less Reduction			\$10,435.96
Las Vegas Radiology - MRI			(\$3,300.00)
- Less Reduction			\$1,300.00
Bernard Ong, M.D.			(\$1,163.00)
Multus Medical / B			(\$1,200.00)
Medicaid Lien			(\$354.88)
Attorney Fees			(\$39,419.04)
- 1/3 of Gross Settlement			(\$550.00)
- Cost Estimate Letter			(\$50.00)
- Medical Records Fee (LV Radiology)			
			(\$6,100.00)
Less Preferred Capital Funding Lien			
TOTAL			\$33,319.04

BY SIGNING BELOW, I HEREBY ACKNOWLEDGE RECEIPT OF THE ABOVE REFERENCED TOTAL PAID BY CASH /
CHECK ON THE _____ DAY OF _____ 20____.

CLIENT SIGNATURE _____

CLIENT NAME (PRINTED) _____

From: [christine heath](#)
To: [Dawn Meeks](#)
Subject: Re: State Bar of Nevada Communication to Christine Heath
Date: Friday, February 12, 2021 9:36:52 PM
Attachments: [image001.png](#)
[image001.png](#)

Good evening, yes sorry I have been dealing with alot I apologize. I will look for the paperwork and scan it to send to you. I have requested a full copy of my file via eali from Brad a number of times and he has not gotten back to me at all. I have tried to call him and I get no answer as well I have been to his office. I believe that he is no longer at the office on Azure that I had met him at before. This is a picture of the paper that Brad had given me the day he handed me the check from the settlement. I will look for anything else I have from him. It is not much as he didn't do much at all. I believe I have the text msgs between us as well on two different phones. I will try to get copies of those for you as well. I know that he was very absent in my case as well as when I was talking to him about getting my record sealing done so I can get a better job, he stated that he would do that as well for me. However after me giving him all of my paperwork as in my DPS from Carson city, finger print cards , scopes from all cities an the forms filled out. All he had to do is sign and file. He had faled to do so now I am still waiting on the district judge to sign off so I can go back to work. I have been out of work since March 2020 and everyone I have interviewed with tells me the same thing. Fix my background and they will hire me. So I had to pay someone else to help me file when Brad had failed to return any of my calls, emails, or text messages. He had charged me \$750 to do my record sealing and then did nothing. The last time I spoke with him he said he would give me back my file and everything so I can do it myself. Then I never herd anything from him again after requesting to get it back.

Not only everything with me. There is no reasoning that someone should be talking to their client about their personal life and relationships problems. I shloud not know anything about his divorce process with his wife Emily and the fact that she is not letting him have his children. That I even told him was disturbing and is none of my business. In all honesty I think that he is NOT ready to be in the professional world. He may think that he is, but he is still young and he has alot to learn.

I'm sorry for laying this all out on you. I do think if you are handling his case that you are needing to know a little.

I know that I am not the only client that he has done this too. As in ignoring and not returning calls or having communication with. Dont get me wrong, I think that he has alot of potential but he does have alot to learn and I do think that he had jumped into something to soon and to fast. It is hard to have a career just start and then start a family.

Like I said before I will look for other paperwork from him and send to you. Sorry for the late response.

Warm Regards,
Christine Heath

On Wed, Feb 10, 2021, 11:24 AM Dawn Meeks <Dawnm@nvbar.org> wrote:

Ms. Heath,

I am an investigator at the State Bar of Nevada. We have received a grievance from Preferred Capital Funding regarding your lien with them. It is our understanding that your attorney Bradley Bellisario settled your case and failed to pay this lien.

In order to assist me with my investigation, can you please provide our office with the following:

1. A statement about Mr. Bellisario's representation of you.
2. Copies of letters, faxes, texts, etc from Mr. Bellisario.
3. Copies of the settlement documents, including the releases.
4. Please advise if you have been contacted by any other lien holder.

I have your response calendared for **February 25, 2021**. Please confirm that you have received this email.

Thank you.

Dawn Meeks, CP

Senior Certified Paralegal / Investigator

Office of Bar Counsel

Direct Dial: (702) 317-1439

Main Number: (702) 382-2200

State Bar of Nevada

3100 W. Charleston Blvd., Suite 100

Las Vegas, NV 89102

www.nvbar.org

SBN seal email



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From: [christine heath](#)
To: [Dawn Meeks](#)
Subject: Re: State Bar of Nevada Communication to Christine Heath
Date: Tuesday, February 16, 2021 5:14:33 PM
Attachments: [image001.png](#)
[image001.png](#)

He didn't give me anything for it. I have already been reimbursed from my bank for it so I am not worried about that. I was just upset that he had done me wrong in the first place just like Loyd Bakers office had done. They had taken 1400 from me for doing nothing other then doing a consultation. But again that is someone else that had done me wrong like many others in my life.

On Tue, Feb 16, 2021, 8:23 AM Dawn Meeks <Dawnm@nvbar.org> wrote:

Ms. Heath,

Thank you for your response. If you can also provide me with the proof of payment of the \$750 for your record sealing, it will be helpful.

Dawn Meeks, CP

Senior Certified Paralegal / Investigator

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From: christine heath <christineheath78@gmail.com>

Sent: Friday, February 12, 2021 9:37 PM

To: Dawn Meeks <Dawnm@nvbar.org>

Subject: Re: State Bar of Nevada Communication to Christine Heath

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From: [Dawn Meeks](#)
To: [christine heath](#)
Subject: RE: State Bar of Nevada Communication to Christine Heath
Date: Friday, February 26, 2021 10:50:00 AM
Attachments: [2021.01.11 New complaint - Pravecsek.pdf](#)
[image001.png](#)

Ms. Heath,

Per our conversation, here is the grievance we received from Preferred Capital Funding.

Dawn Meeks, CP
Senior Certified Paralegal / Investigator
Office of Bar Counsel
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www.nnbcenter.org



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*Bradley Bellisario, Esq.
5 Woodford Way 4
Metamora, IL 61548*




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9456 Double R Blvd., Ste. B, Reno, NV 89521-5977
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*Bradley Bellisario, Esq.
5 Woodford Way 4
Metamora, IL 61548*

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 **US POSTAGE**
\$ 001.40⁰⁰

PRIME X BOXES

From: nevadabarforms@gmail.com
To: [complaints: nevadabarforms@gmail.com](mailto:complaints:nevadabarforms@gmail.com)
Subject: New submission from File a Complaint Online
Date: Wednesday, January 13, 2021 9:56:52 PM

First, Middle and Last Name

Minervo Felipe Aguilar

Your Address

5305 Camden ave
Las Vegas, Nevada 89122
[Map It](#)

Your Email

aguilar90felipe@gmail.com

Your Primary Telephone Number

(702) 629-8821

Attorney Information**Attorney Name**

Brad bellisario

Law Firm Name

Bellisario Law Firm

Attorney Address

2945 n Martin L king Blvd
Las Vegas, Nevada 89032
[Map It](#)

Previous Contact with the State Bar of Nevada**Have you previously contacted the State Bar of Nevada regarding this matter?**

No

Hiring the Attorney**Did you hire/retain the attorney about whom you are complaining?**

Yes

When did the representation begin?

06/03/2019

What was the fee arrangement?

33.33 percent

How much have you paid the lawyer to date?

Nothing

Brief description of the nature of the case the attorney was engaged to handle (i.e. personal injury,

criminal, malpractice)

car injury accident

Names and contact information for other persons who can provide additional information concerning your complaint

Adulfo Aguilar

Litigation

Case Name

I don't know

Case Number

I don't know

Explanation of Grievance

Complaint Details

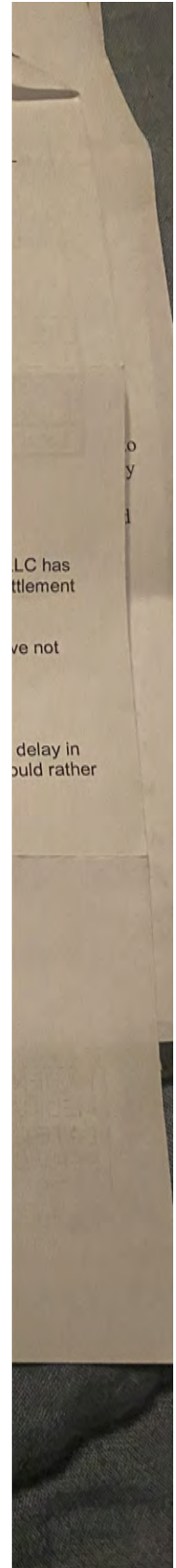
No call back, Bellisario law firm received the settlement money from Mercury insurance I haven't received my full settlement

Explain what measures you have taken to resolve this matter directly with the attorney

I called him and text him several times and no answer to see what's going on

Related File(s)

- [8193987D-2F98-4337-AABC-DC5D4A70B45A.png](#)
- [E1FE524F-E3C6-4196-8D41-04D35DC68421.png](#)
- [82294D67-BC45-4E43-863A-163F235F861F.png](#)
- [6EC7A161-021D-407F-AF3D-859B11680D77.png](#)
- [7ABD4975-2D20-4EFE-88BC-9A96F8F2310E.png](#)
- [D3D6896B-F3FB-4D26-8DA5-7D9AF62684D8.png](#)
- [ECBC7D9C-ECCE-487D-A785-2A7C558E9349.png](#)
- [D9107ED8-C962-4DAB-87DA-154F2E1BE80A.png](#)
- [875AA3F5-8FA1-4F13-AEB1-1D682FB7EAB9.png](#)
- [A09D5812-4448-41CF-B8EE-64032A5CCA22.png](#)
- [1F2C2B4F-2256-4698-8C3E-DDB9779D7928.png](#)
- [637E6640-2F0C-4378-9F7D-E8052C806663.png](#)
- [954C69EC-24BF-4ABE-88F9-3B3B7609676A.png](#)
- [1FF5890E-7D57-435C-81F4-7899CE7EDE24.png](#)
- [80D40E23-5491-4104-A25C-6A678C1814C9.png](#)
- [E92C4D0B-17B8-499B-ADB2-3496D5031383.png](#)
- [ADCCBFAE-5611-4B15-B013-68E02500CC69.jpeg](#)
- [B5927387-6E7A-4D70-9EF0-63991D42DBBC.jpeg](#)
- [238265D7-F020-49D5-A5F4-5C23701E1043.jpeg](#)
- [89174C0C-39E9-473E-9843-8AFA622306F5.jpeg](#)
- [3E0BA4D4-C362-4475-9766-FA3CC9E501F9.jpeg](#)
- [0291D1BF-A613-468A-819F-7B6A6024021B.jpeg](#)





P.O. Box 10730
Santa Ana, CA 92711-0730
888-917-6372

August 6, 2019

MINERVO FELIPE AGUILAR SOLIS
5305 CAMDEN AVE
LAS VEGAS, NV 89122

RE: OUR INSURED:
OUR CLAIM NUMBER:
DATE OF LOSS

AIR PRO MASTER LLC
NVBA-00000654
JUNE 1, 2019

Dear Minervo Felipe Aguilar Solis:

Enclosed you will find a copy of the supplemental estimate of damages to your vehicle.

Please do not hesitate to contact me if you have any questions.

Sincerely,
Mercury Casualty Company

Brittany Chacon
Claims Department
888-917-6372, ext. 21581

Encl.

C1 08/2015

1750
3734
637

21. **SEVERABILITY IN EVENT OF PARTIAL INVALIDITY:** If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.

22. **MODIFICATION BY SUBSEQUENT AGREEMENT:** This agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by all parties.

23. **INDEPENDENT ATTORNEY REVIEW:** You have the right to have an independent attorney review this agreement before you sign it. By executing this agreement, you acknowledge and agree that you have been given a reasonable opportunity to have an independent attorney review this document and have executed this document only after having done so, or, only after reviewing this agreement carefully and then intentionally waiving your right to do so.

24. **EFFECTIVE DATE:** The effective date of this agreement will be the date on which Attorney is in receipt of one copy of the agreement executed by client. The attorney-client relationship will commence on the effective date of this agreement. Attorney will not become client's attorney nor will Attorney perform any legal services on behalf of client before the effective date of this agreement. The date below is for reference only. A copy, facsimile or other electronic reproduction of this agreement and/or signatures is deemed valid as originals.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM, AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE JOINTLY AND SEVERALLY FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

I/We have read and understand the foregoing terms and conditions and agree to each of them. If more than one party signs below, we agree to be liable jointly and severally for all obligations under this agreement. By signing this agreement, I/we acknowledge receipt of a fully executed duplicate of this agreement.

Dated: 06/03/19

Minervo Felipe Aguilar
Printed Name

Minervo F. Aguilar
Signature

Also Signing For: _____ DOB: _____
_____ DOB: _____
_____ DOB: _____

Page 6

There can be no assurance that you will recover any sum or sums in this matter. Our comments, if any, about the outcome of your matter are expressions of opinion only. We do promise to use our best efforts to provide you with professional legal representation.

14. ATTORNEY'S AUTHORITY: For your convenience and to assist attorney with its representation of you in connection with the matter covered by this agreement, you hereby give us full power, authority, and power of attorney to execute all pleadings, documents, claims, deposits, drafts, checks, releases, orders and contracts relative to this matter. You also provide us with express authority to communicate this authority to various third parties. If attorney is unable to locate client, client grants attorney authority to resolve client's case as attorney sees fit within attorney's judgment and which is in the best interest of the client.

15. MEDIATION AND ARBITRATION AGREEMENT REGARDING DISPUTES: Any dispute between us arising out of or connected to our representation of you, including but not limited to all tort or contract causes of action, as well as claims based on claimed breach of contract, unjust enrichment, legal malpractice, breach of fiduciary duty, constructive fraud, negligent misrepresentation and fraud, shall be resolved through binding arbitration by JAMS. By so agreeing, you are waiving your right to submit any dispute or any cause of action you may have against us to a jury or court trial. Specifically, any fee dispute shall be resolved through the State Bar's Fee Dispute Arbitration Program. Either party may initiate fee arbitration by contacting the State Bar's Client Protection Coordinator at (702) 382-2700.

16. TAX ADVICE SPECIFICALLY EXCLUDED: Attorney has advised client that any settlement, award or judgment obtained as a result of the representation may be partly or wholly taxable. Attorney has informed client that tax advice is specifically excluded from the scope of the services attorney will provide under this agreement. Attorney has informed client that he/she is not an expert in tax law and has recommended that client obtain advice from a tax practitioner concerning the tax consequences of any recovery.

17. ATTORNEYS' FEES CLAUSE: The prevailing party in any action or proceeding arising out of or to enforce any provision of this agreement will be awarded reasonable attorneys' fees and costs incurred in that action or proceeding, or in the enforcement of any judgment or award rendered.

18. REQUIRED DISCLOSURES PURSUANT TO NSCR 1.5:

- a) In the event of a lawsuit, Client may be liable for the opposing party fees and costs; and
- b) A suit brought by Client solely to harass or to coerce a settlement may result in liability for Client for malicious prosecution or abuse of process.

19. ENTIRE AGREEMENT: This agreement contains the entire agreement of the parties. No other agreement, statement, or promise made before, during or subsequent to the effective date of this agreement will be binding on the parties unless in writing and signed by all parties.

20. GOVERNING LAW: This agreement is governed by the law of Nevada.

use any funds held in our trust or general business accounts as a deposit against unpaid fees and
ly it to such unpaid balances. After our services are concluded, we will, upon your written request,
nal file reasonably available to you, along with any remaining funds or property of yours in our
ent your written request, attorney agrees to maintain the case file in this matter in copied or digital
for a period of up to seven (7) years after it is concluded either by settlement, mediation, arbitration,
dismissal. All original documents and photographs will be destroyed after the initial copy or scanning
ven (7) years, the above-described copy or scanned file will be discarded, destroyed and/or recycled
ion to the client. If attorney wishes to discard, destroy and/or recycle the file before the expiration
ear period, attorney shall provide reasonable written notice of not less than thirty days to the client,
an opportunity to retrieve the copies or scanned file. Client may also wish to maintain the copied
after the seven (7) year period, and if so, client must notify attorney in writing of such intention,
ation of the seven (7) year period.

hereby grant us an express and implied legal and equitable lien for any monies owed to attorney,
of this agreement and, on any and all claims or causes of action that are the subject of our
oder this agreement. Our lien will be for any sums owed to us for any unpaid balances including
those related to costs, attorneys' fees (contingency as defined in section 5), and expenses. The lien
ur right to receive monies relative to the litigation and/or conclusion of this matter including but
/ monies you may be entitled to from arbitration awards, judgments, settlements, or otherwise. Said
ur name to be included on all disbursements. A lien acts as security for payment due to attorney by
could delay payments to client until any disputes over the amount to be paid to Attorney are
cated herein, client hereby grants Attorney a lien for any sums due and owing to attorney for fees
conclusion of Attorney's services. The lien will attach to any and all real or personal property of
g any recovery client may obtain, whether by arbitration award, judgment, settlement or otherwise,
lient may seek the advice of an independent lawyer of the client's choice about this lien and this
g this agreement, client acknowledges that he/she/it has been so advised and given a reasonable
seek that advice. In the event of the termination of our professional relationship for any reason
t limited to discharge, withdrawal, or a breach of this agreement, you agree that this firm has an
ied legal and equitable lien relative to any sums you may be entitled to relative to this matter and,
shall be entitled to be immediately paid directly from the payor, without notice to you, which may
t limited to insurance companies, opposing parties, subsequent counsel, or you, our lien for any
s for any unpaid balances including but not limited to those related to costs, attorneys' fees, and
note that should it be necessary to institute legal proceedings against you for the collection of all
ur lien including said costs, attorneys' fees, expenses and advances, you agree to pay all costs of
uit, interest at the legal rate on all outstanding balances, and reasonable attorneys' fees related
agree that the exclusive jurisdiction and venue for all legal proceedings shall be the County of
evada.

TER OF GUARANTY: Nothing in this agreement and nothing in our statements to you will be
romise or guarantee about the outcome of this matter. We make no such promises or guarantees

al courtesy, attorney may advance certain costs on your behalf, on our demand, you or estimated costs, disbursements, and expenses. You authorize attorney to incur all costs at our sole good faith discretion. In the event that an award of costs is sought on appeal, you understand that the amount which the court may order as costs is the amount the court is able to recover, and does not necessarily determine or reflect what costs attorney is entitled to recover. You agree that you remain responsible for the payment of all costs, fees, and expenses that only the costs which were allowed were reasonable. You agree that you remain responsible, full, of all attorneys' fees and costs in connection with this matter and subject to the terms of this agreement.

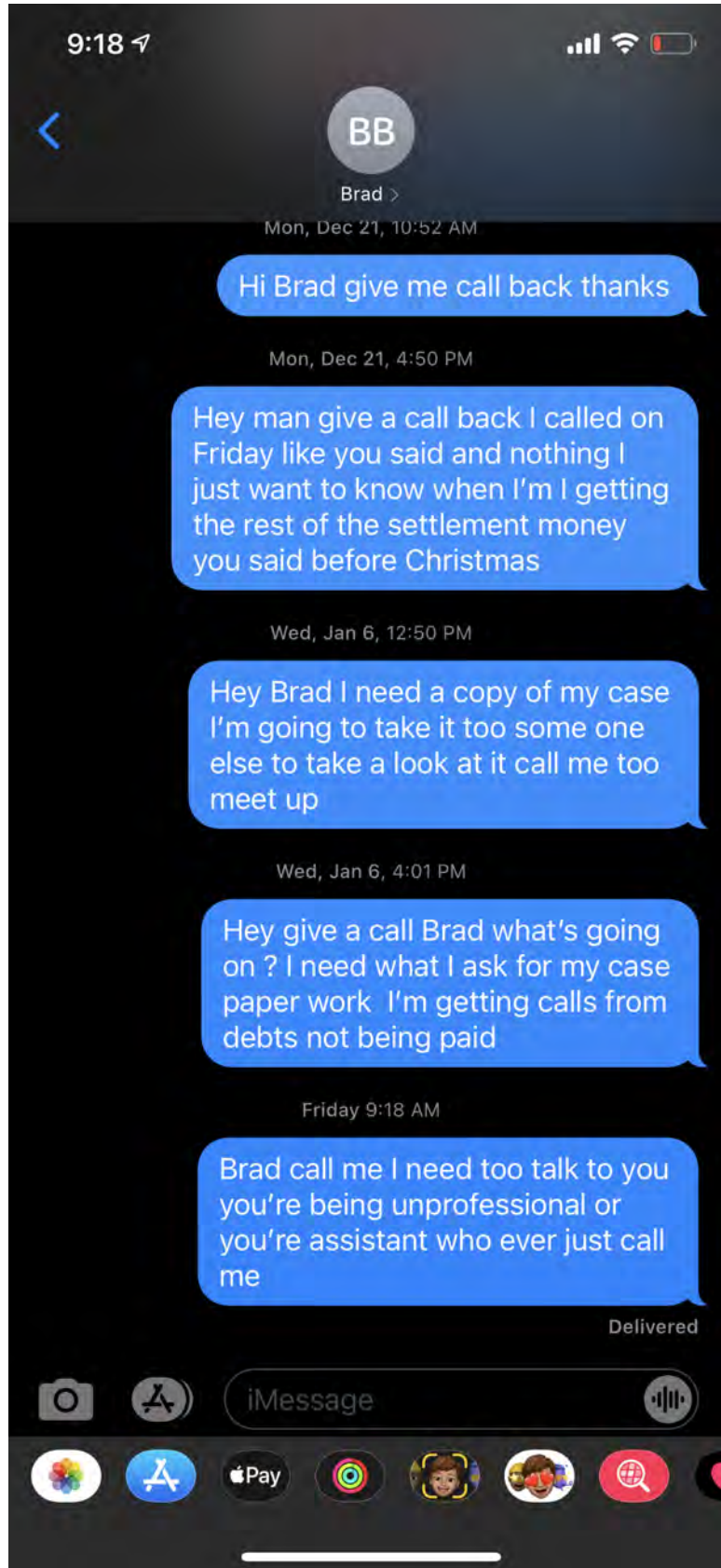
STATEMENTS: Upon your written request, we will send you billing statements for costs, fees, and expenses incurred in connection with this matter. Please note that if an outstanding billing statement is not paid, interest will be charged on the principal balance (fees, costs, and disbursements) at the rate of .833% (8.33% ANNUAL PERCENTAGE RATE). The unpaid balance will bear interest until paid in full.

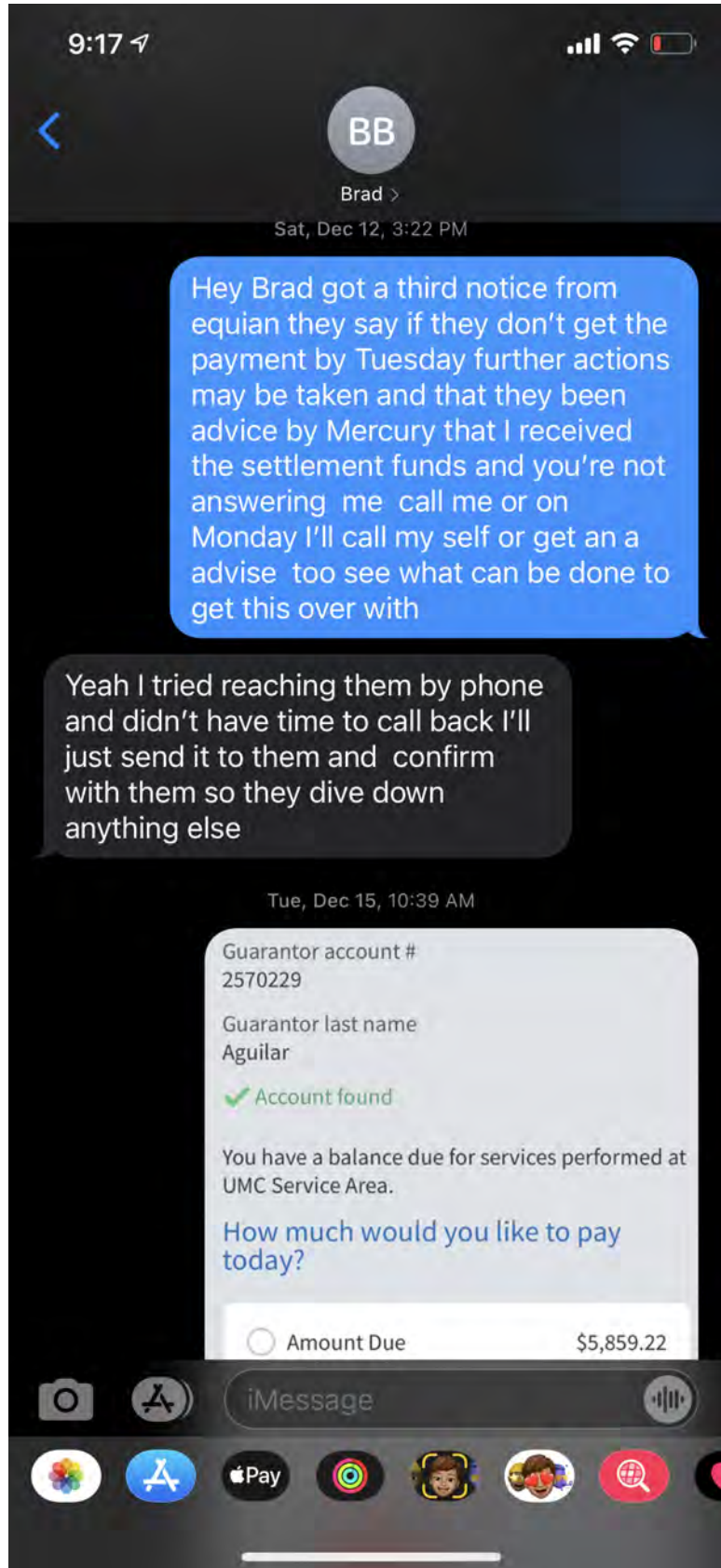
NO SETTLEMENT: We will not make any settlement or compromise of any claim without your prior approval. You agree that while this agreement is in force and effect, you will not independently make any settlement or compromise of any nature without written consent of the attorney. You agree to independently settle or compromise your claim contrary to the terms of this agreement, we are entitled to receive directly from the payor, the full payment of fees, costs, and expenses as set forth more fully herein. As indicated herein, you also grant us a legal and equitable assignment of all claims, damages, and reimbursements.

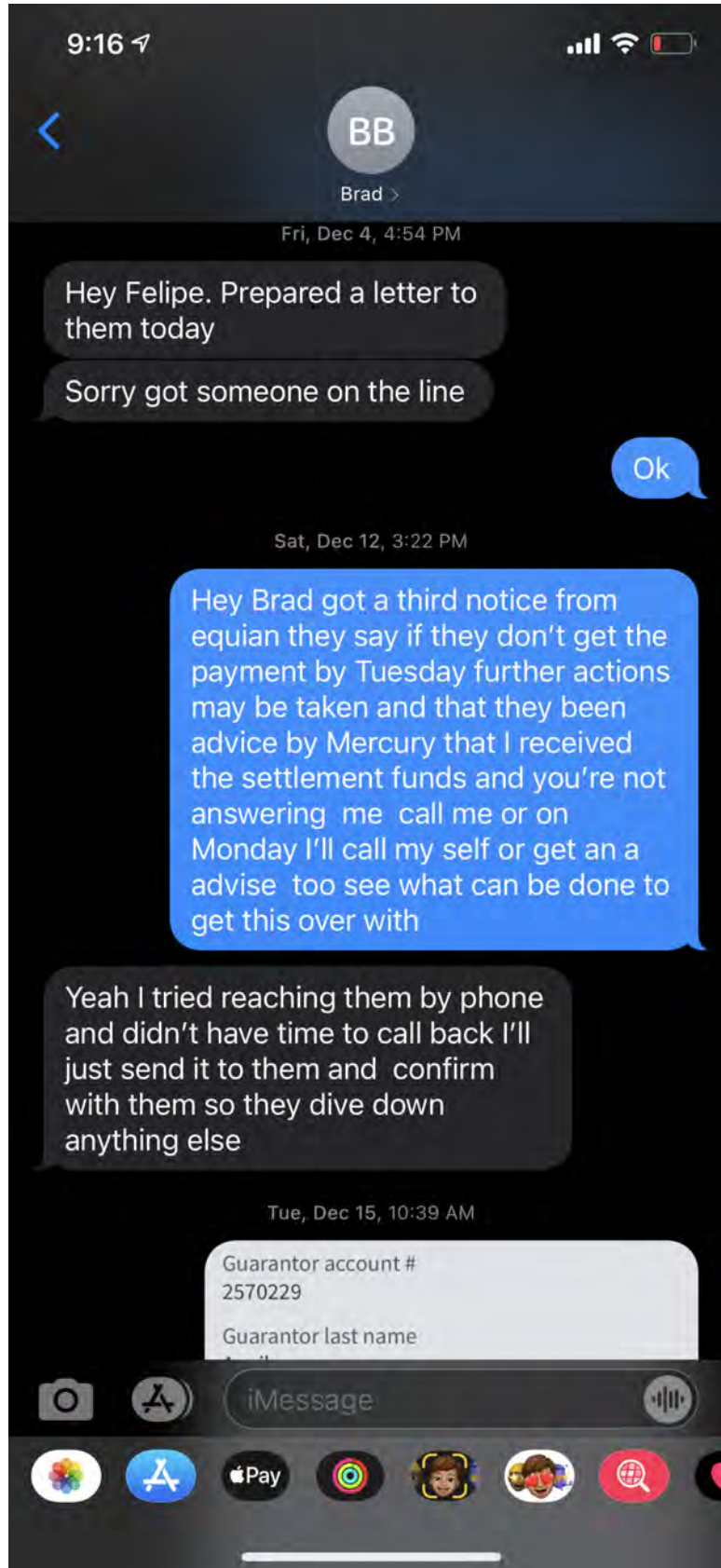
REPRESENTATION: We are representing you only on the matter described herein.

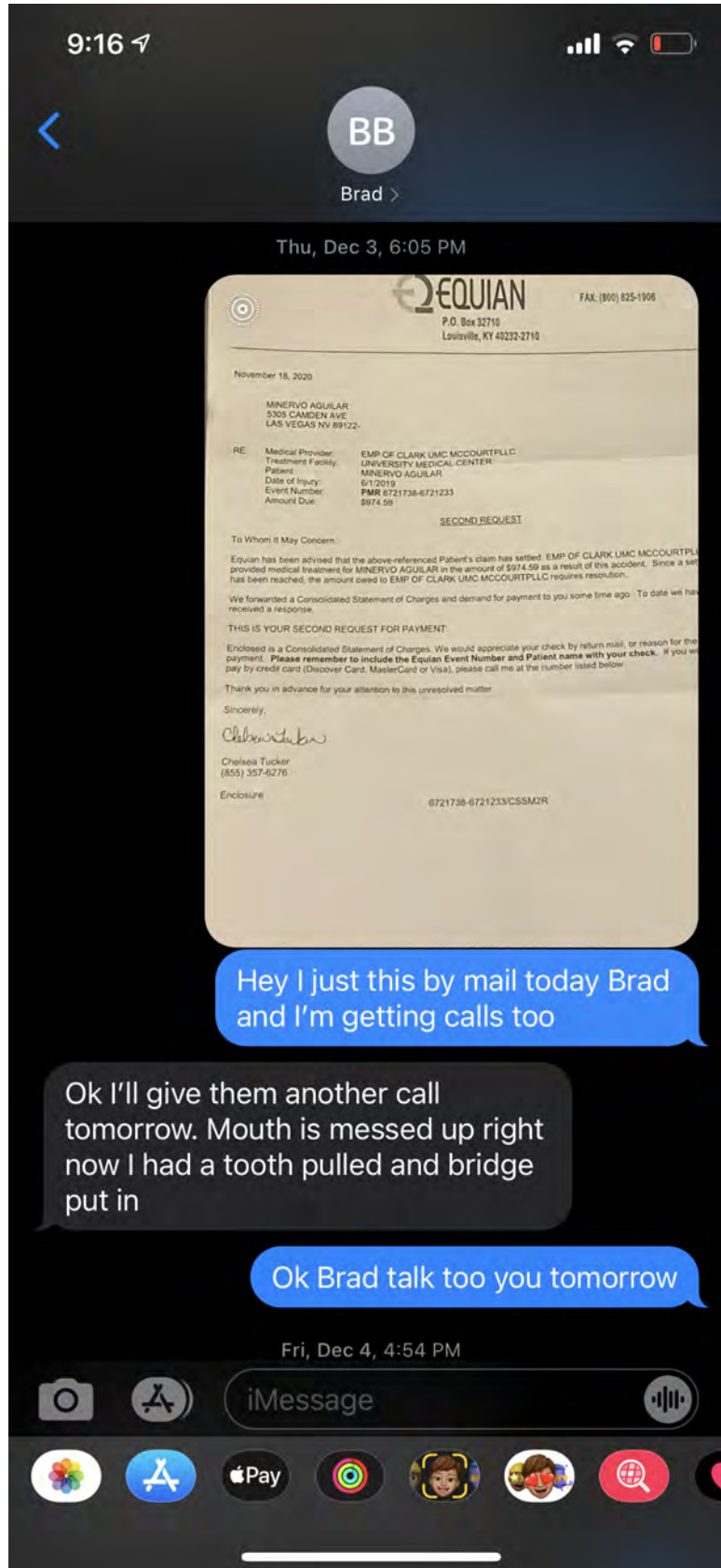
WITHDRAWAL: You may discharge us at any time and, we may withdraw as your attorney with notice. Upon either instance, we will immediately cease to render additional services. Withdrawal does not, however, relieve you of the obligation to pay any fees or costs incurred by us prior to withdrawal, and we have the right to recover from you the reasonable value of our legal services from the effective date of this agreement to the date of discharge. We may withdraw from representation without your consent or (b) upon court approval. Furthermore, Attorney has the right to terminate representation for good cause, including when Client insists on taking action with which Attorney disagrees; Client fails to fulfill the obligations articulated herein, even after warning from Attorney; representation unreasonably difficult or has imposed unreasonable financial burden. Upon discharge of attorney, Attorney shall be entitled to receive from Client full payment of all fees and expenses for services from any award Client obtains independently or through other counsel. All terms and conditions are incorporated herein.

TERMINATION AND MAINTENANCE OF FILE: When our services are terminated or discontinued, all unpaid fees and charges will immediately become due and payable. You agree to maintain the file open for a period of 90 days after termination.

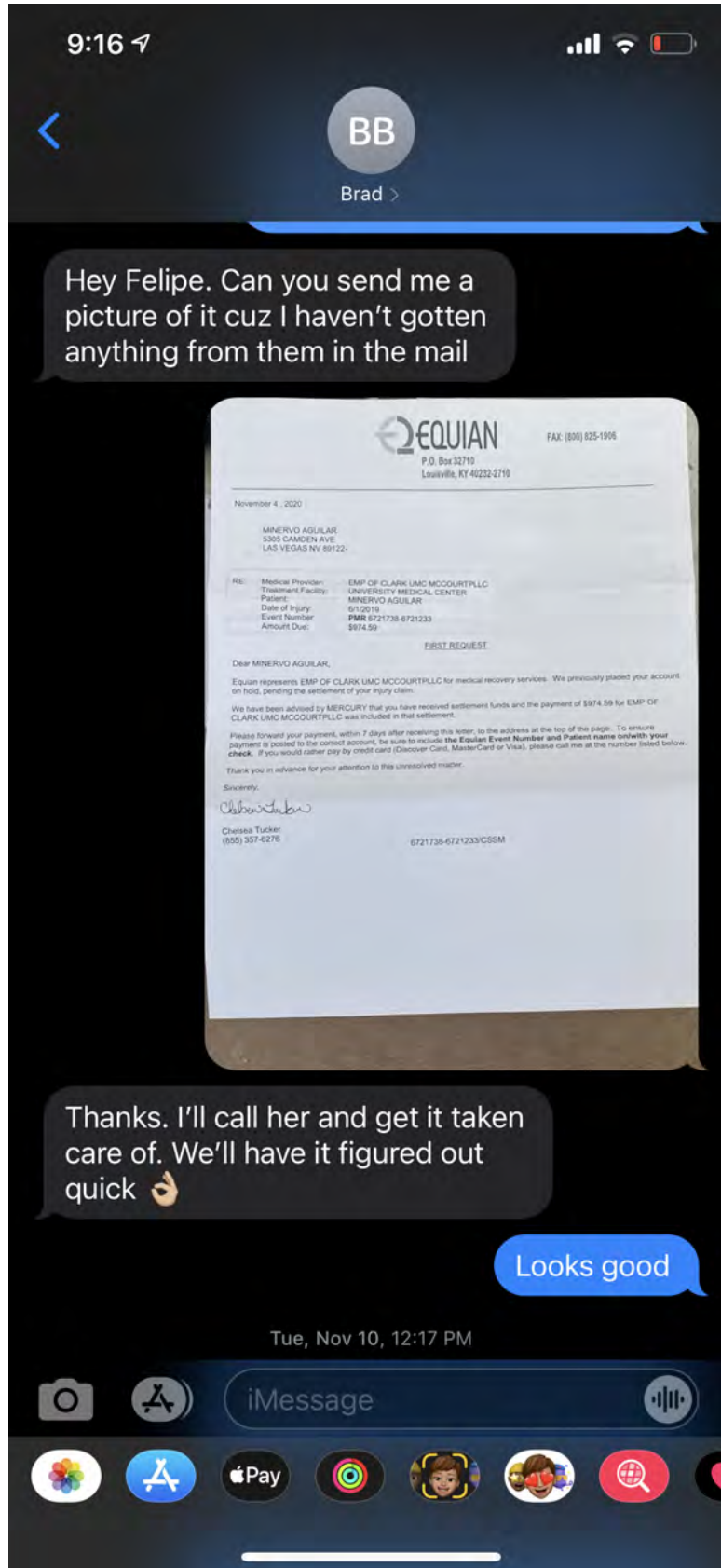


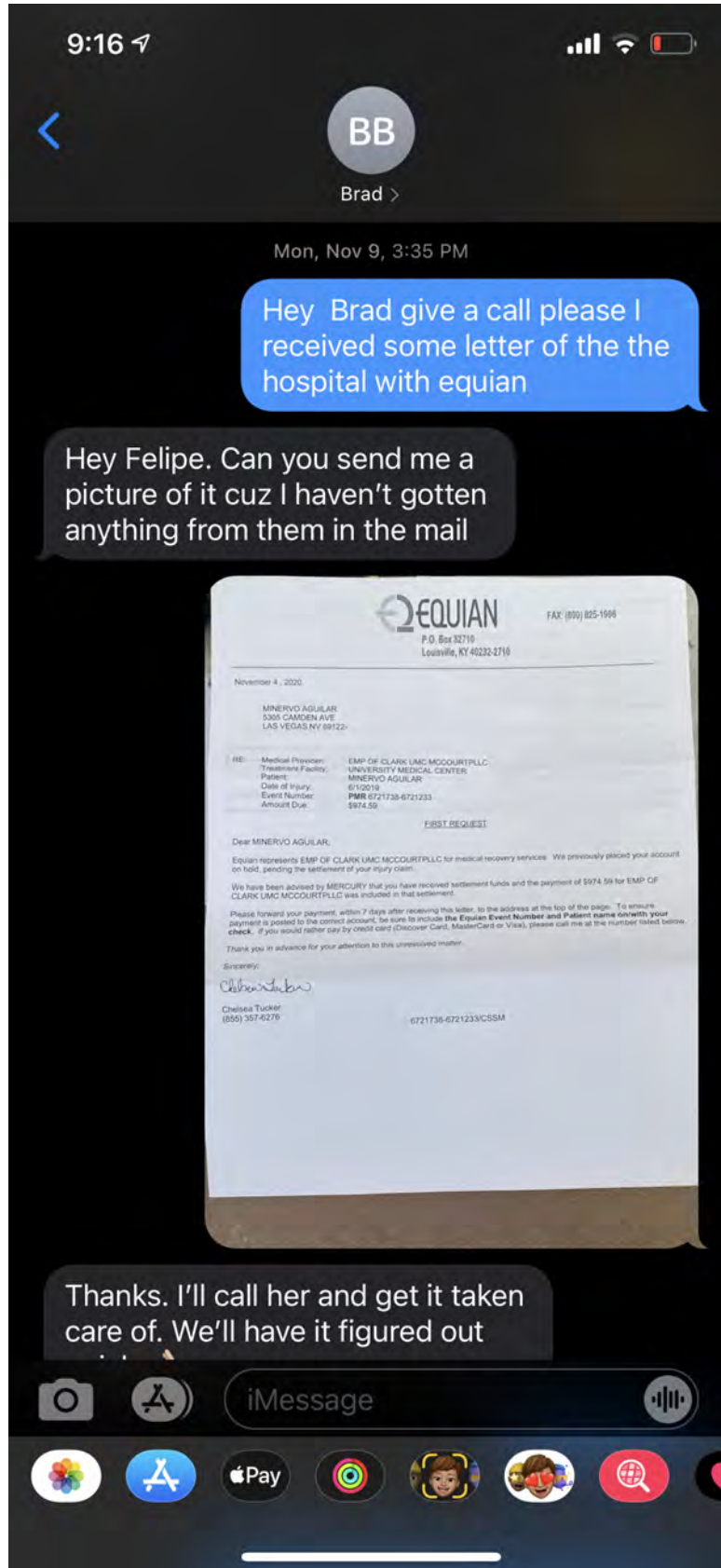




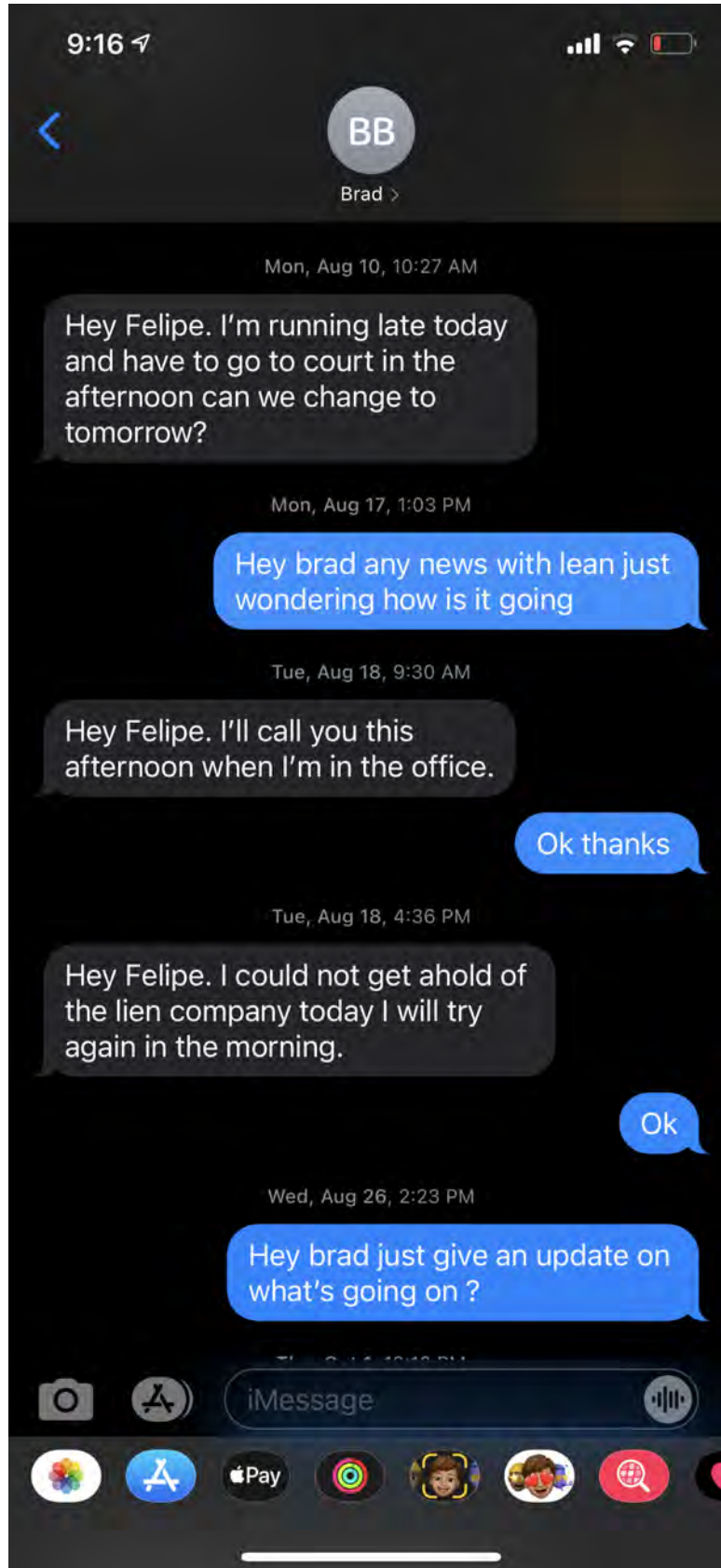




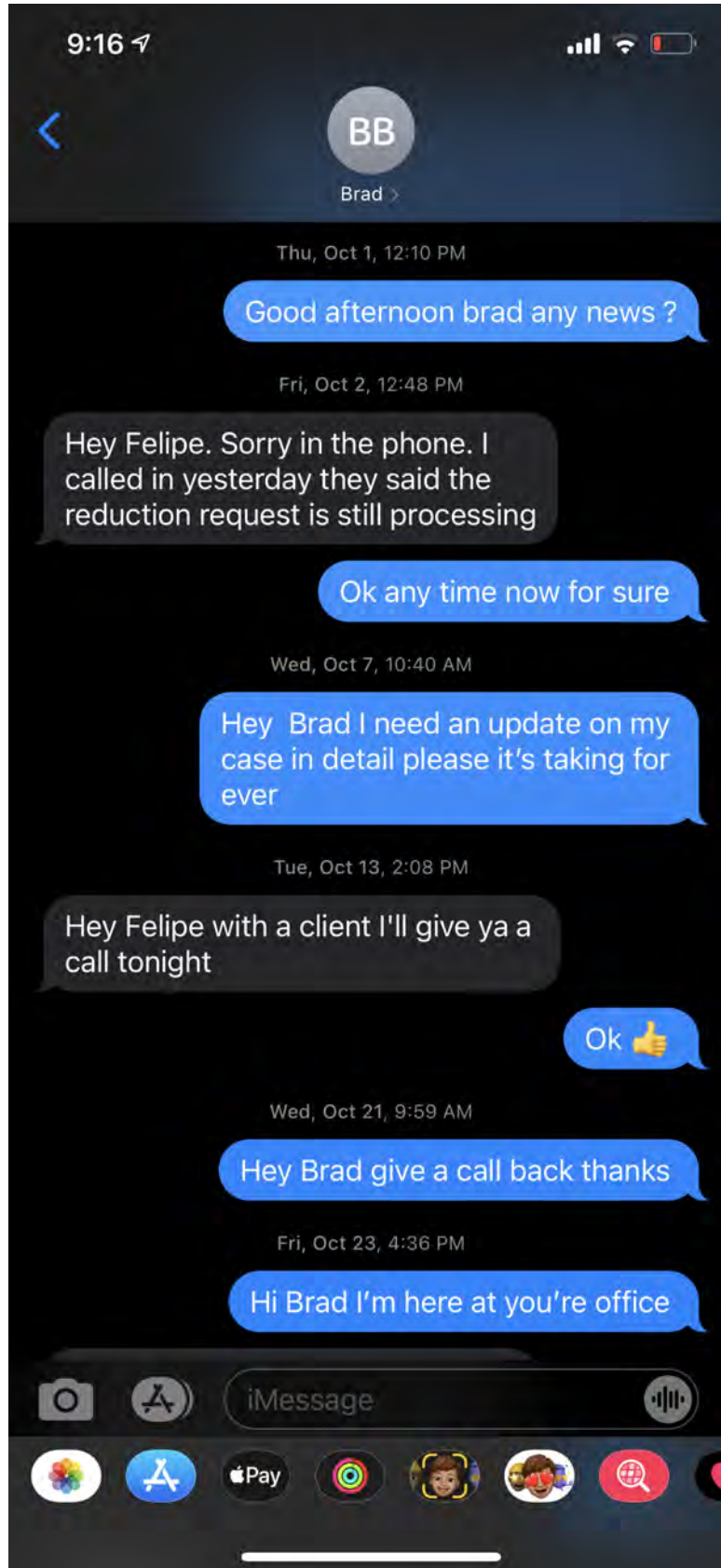


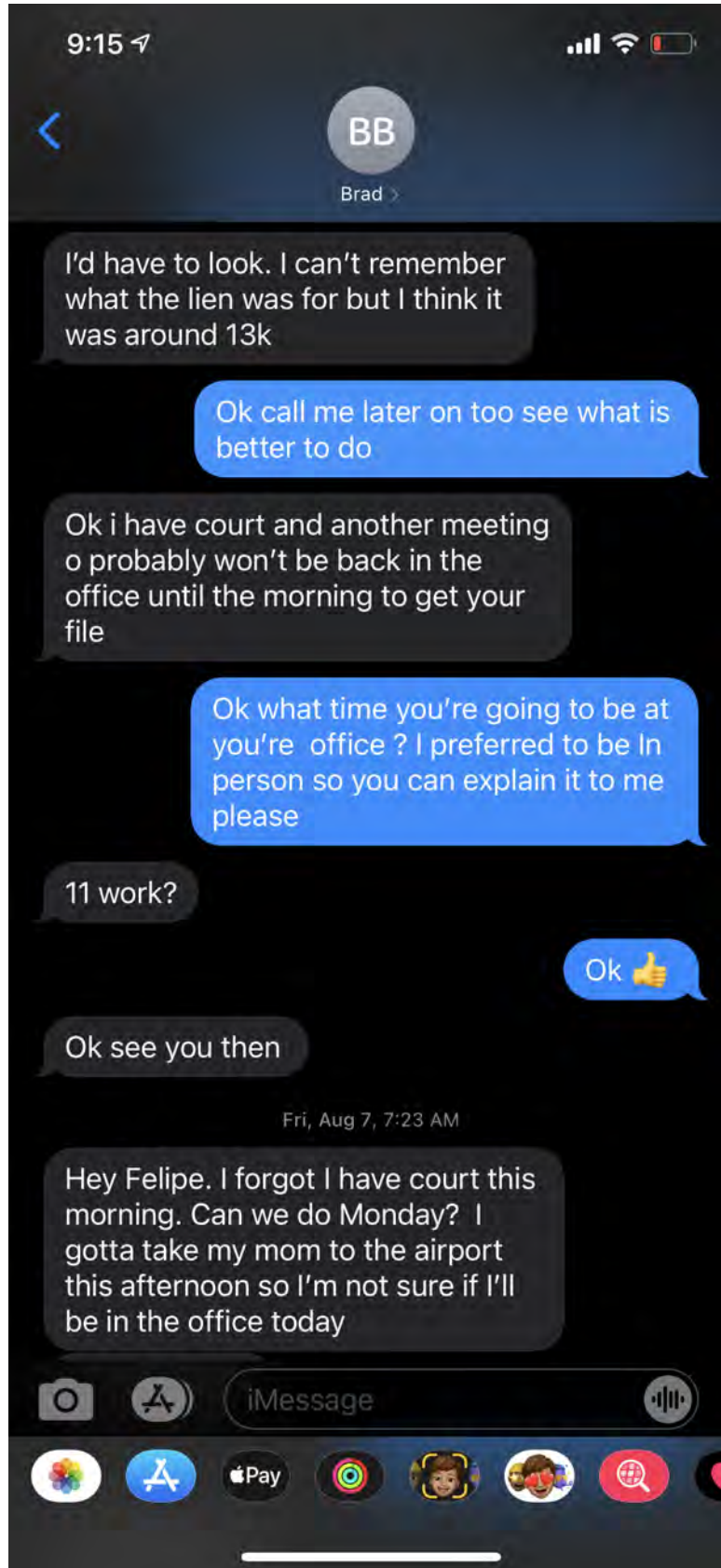


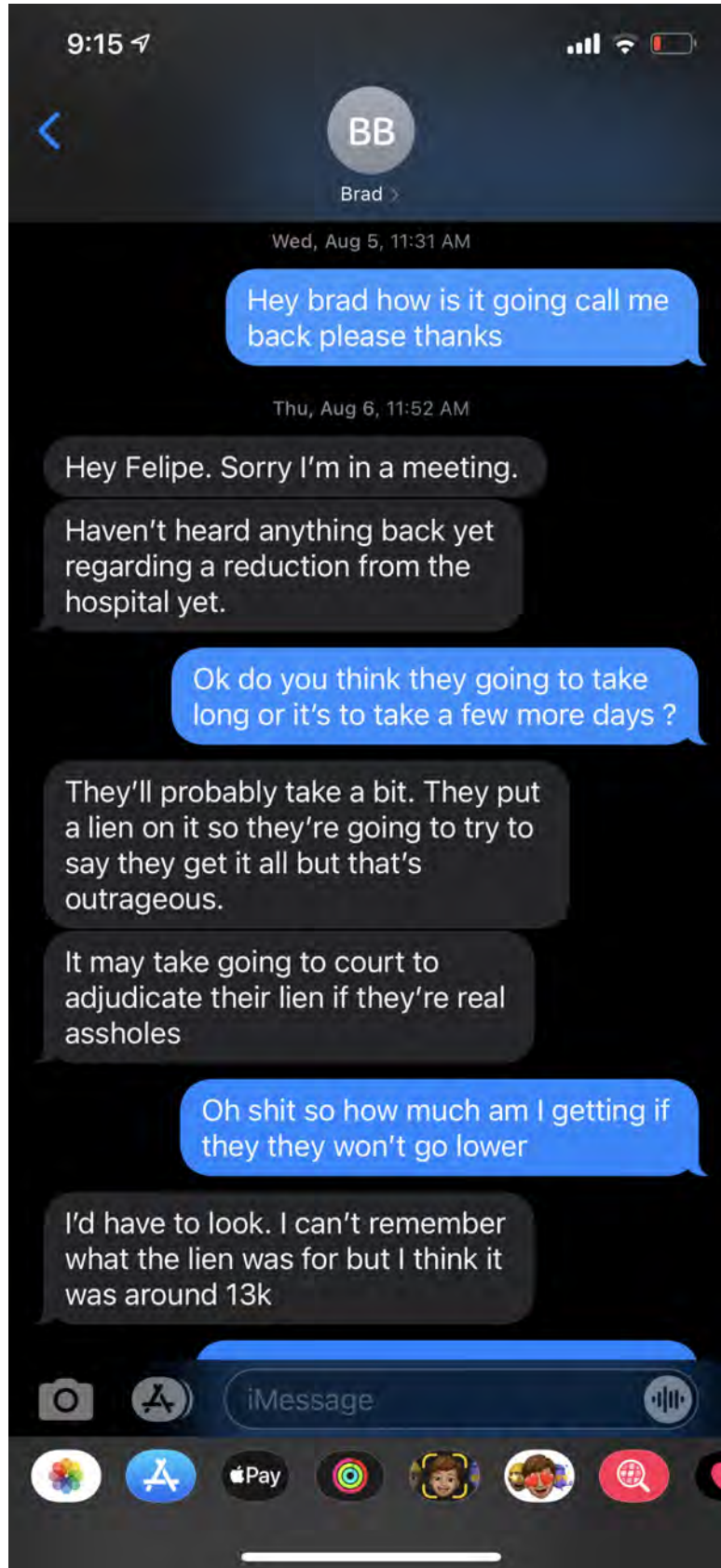


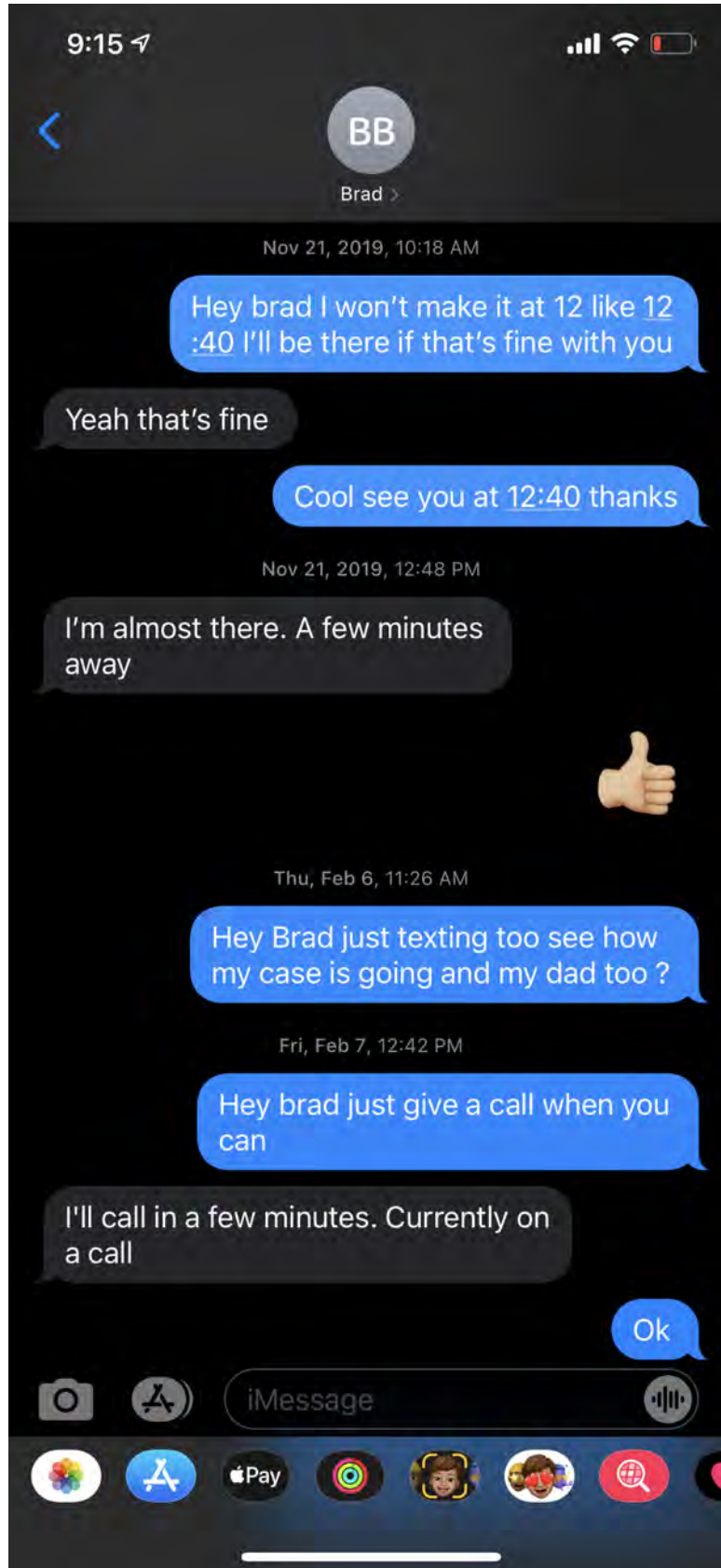




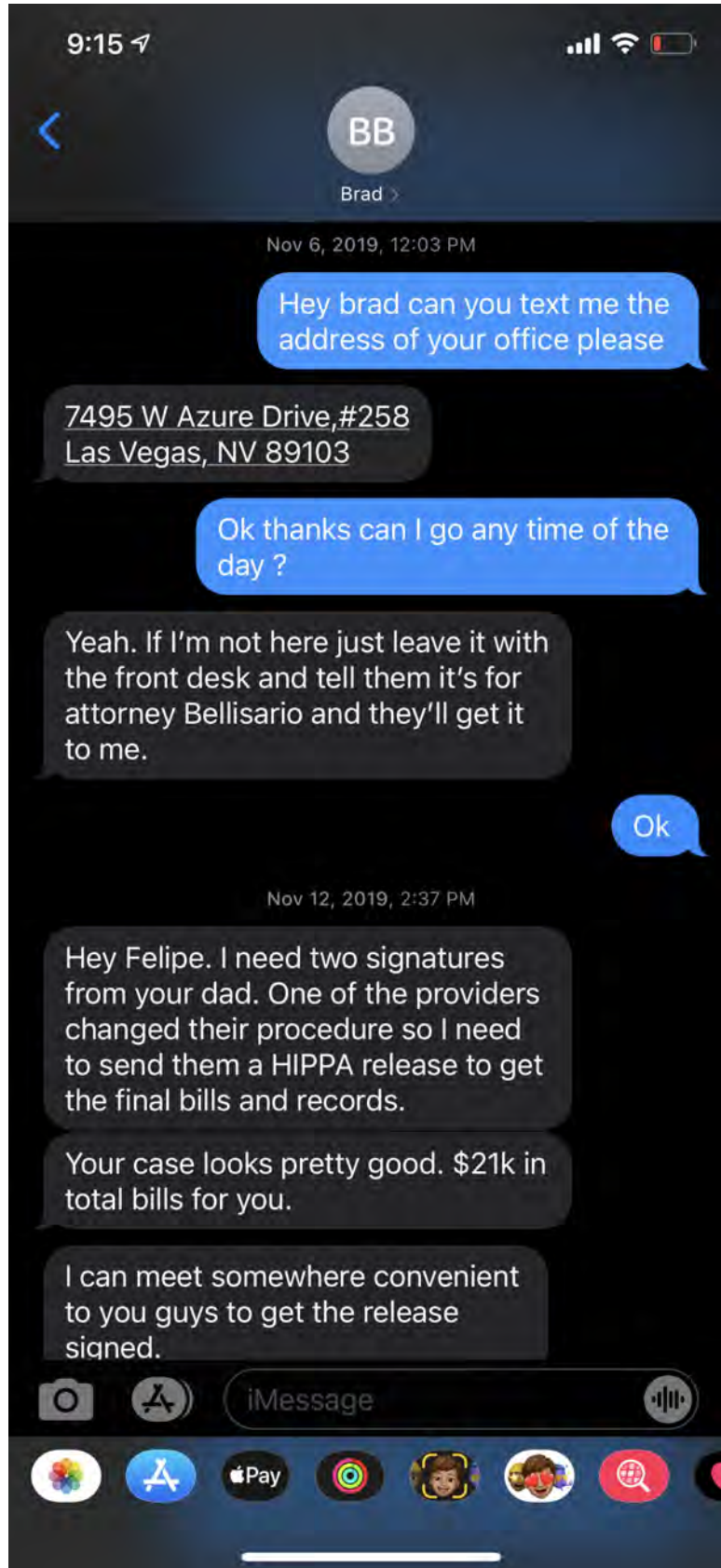












STATE BAR OF NEVADA

January 22, 2021

Minervo Felipe Aguilar
5305 Camden Ave
Las Vegas, NV 89122

Sent via electronic mail only
aguilar90felipe@gmail.com

RE: Grievance File #OBC21-0065/ Charles B. Woodman, Esq.

Dear Mr. Aguilar:

Please be advised that a grievance file has been opened regarding this matter. The file number is indicated above.

Our office will conduct an investigation and then present the file to a Screening Panel of the Southern Nevada Disciplinary Board for its determination. The time required for the review process cannot be estimated because it is dependent upon the complexity and volume of complaints received at any given time; however, you will hear from us in due course.

Please understand that this office cannot and does not give legal advice, does not have jurisdiction over malpractice claims, and cannot alter or affect in any way the outcome of private legal matters in court. Our function is to determine whether an attorney has violated the Rules of Professional Conduct and, if so, to take measures sufficient to avoid a recurrence. If you need additional work or advice on your case, you must obtain the assistance of your own private counsel.

I am the investigator assigned to this file. My direct line is (775) 824-1382 should you have any questions.

Thank you for your patience during this process,

Laura Peters

Laura Peters
Paralegal/Investigator
Office of Bar Counsel

/lp



3100 W. Charleston Blvd.
Suite 100
Las Vegas, NV 89102
phone 702.382.2200
toll free 800.254.2797
fax 702.385.2878

9456 Double R Blvd., Ste. B
Reno, NV 89521-5977
phone 775.329.4100
fax 775.329.0522

www.nvbar.org

January 25, 2021

Bradley J. Bellisario, Esq.
5 Woodford Way 4
Metamora, Il. 61548

**Sent via Certified, Regular and Electronic Mail:
7019 2970 0001 3885 9922**

bradb@bellisariolaw.com

Re: Grievance File OBC21-0065/ Minervo Felipe Aguilar

Dear Mr. Bellisario:

The Office of Bar Counsel has received the enclosed correspondence from Minervo Felipe Auilar, which alleges professional misconduct on your part. A grievance file has been opened. I am the investigator assigned to this matter. My contact information is 775-824-1382, or I can be reached by email at laurap@nvbar.org.

Please respond in writing to this grievance. Your response should address each allegation contained within the grievance. All applicable documentation in support of your response should be included.

This grievance involves client funds held in trust. As part of our ongoing investigation, please provide me with your trust account records as listed below. Supreme Court Rule 78.5(1)(b) requires you to clearly and expressly provide the date, amount, source, and explanation for all receipts, withdrawals, deliveries and disbursements of client funds as described below.

1. A copy of the retainer or compensation agreement.
2. Identify the date of settlement and provide copies of all the settlement documents, including but not limited to releases.
3. Copies of accountings to the client or third persons showing the disbursement of funds to or on their behalf, such as a signed distribution sheet.
4. Copies of the settlement check(s) and bank statement(s) identifying where the deposit was made.
5. Your receipt and disbursement journals containing a record of



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STATE BAR OF NEVADA

Page 2 of 2

Bradley J. Bellisario, Esq.

deposits to and withdrawals from the trust accounts, specifically identifying the date, source, and description of each item deposited, as well as the date, payee and purpose of each disbursement (i.e. Quickbooks, Quicken, Excel, etc.) for the six months prior to deposit of the settlement proceeds to present.

6. Your ledger records for the client. (You should have a ledger for each trust client or beneficiary.) This ledger should include the source of all funds deposited, the amount of such funds, the descriptions and amounts of charges or withdrawals, and the names of all persons or entities to whom such funds were disbursed.
7. Copies of all bank records, physical or electronic, for the six months prior to the settlement being deposited to present. Bank records are defined as the monthly statements, front/back of checks, deposits and deposit slips.
8. Copies of the front and back of all checks issued regarding the grievant's settlement, along with the relevant bank statements.
9. Records of all electronic transfers related to the grievant, including the name of the person authorizing transfer, the date of transfer, the name of the recipient and confirmation from the financial institution of the trust account number from which money was withdrawn and the date and the time the transfer was completed;
10. Copies of bills for legal fees or expenses rendered to the grievant.
11. Copies of all liens relating to the grievant.
12. If all liens have not been distributed, please provide an explanation as why and when they are anticipated to be paid. Further, please state where the funds are being held and provide a copy of trust account balance indicating that the funds are being held for safekeeping.
13. Copies of your client file that relates to grievant's trust account transactions.
14. If these items do not exist or you do not have possession of any of the items requested, please explain why.

Please give this matter your immediate attention. This is a lawful demand for information from the Office of Bar Counsel in conjunction with an investigation. If no response is received from you, the screening panel of

STATE BAR OF NEVADA

Page 2 of 2

Bradley J. Bellisario, Esq.

the Southern Nevada Disciplinary Board will be asked to consider your failure to respond as a failure to cooperate with the State Bar in its efforts to enforce Rules of Professional Conduct, which will be considered as a separate disciplinary violation pursuant to RPC 8.1(b) (Bar Admission and Disciplinary Matters).

Your response is due on or before **February 12, 2021**. **Due to the serious nature of this matter, no extensions will be granted.**

Thank you for your anticipated cooperation,

Laura Peters

Laura Peters
Investigator
Office of Bar Counsel

/lp
Enclosure

STATE BAR OF NEVADA

February 11, 2021

VIA EMAIL ONLY TO:

Minervo Felipe Aguilar
aguilar90felipe@gmail.com

RE: Grievance File No. OBC21-0065 / Bradley Bellisario, Esq.

Dear Mr. Aguilar:

This letter is to advise you that I am the new investigator assigned to this matter. My contact information is 702-317-1439 and dawnm@nvbar.org.

At this time, Mr. Bellisario has not responded to the State Bar of Nevada. Your case has been consolidated with other matters in our office. In order to assist me with my investigation, please provide the following by **February 26, 2021**:

1. Copies of all letters, texts, emails, etc. from Mr. Bellisario. I have received the ones in your grievance.
2. Please provide a copy of all settlement documents, including letters from the insurance company, releases, distribution sheets, etc. One of the letters you attached in your initial complaint did come through completely.

As a reminder, the time necessary to conduct the investigation and review process cannot be estimated, as it is dependent upon the complexity and volume of the complaints received at any given time. However, you will be notified of the disposition of this matter.

Sincerely,

Dawn Meeks

Dawn Meeks
Senior Paralegal Investigator
Office of Bar Counsel



3100 W. Charleston Blvd.
Suite 100
Las Vegas, NV 89102
phone 702.382.2200
toll free 800.254.2797
fax 702.385.2878

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Reno, NV 89521-5977
phone 775.329.4100
fax 775.329.0522

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STATE BAR OF NEVADA

February 11, 2021

SENT VIA EMAIL & CERTIFIED MAIL:

Bradley J. Bellisario, Esq.
7100 Grand Montecito Pkwy #2054,
Las Vegas, NV 89149
bradb@bellisariolaw.com

RE: Grievance File No. OBC21-0053 / Minervo Felipe Aguilar

Dear Mr. Bellisario:

Please be advised that I am the new investigator assigned to this matter. You can reach me at 702-317-1439 or dawnm@nvbar.org.

This will also serve to advise you that the Office of Bar Counsel has not received a response to our letter of January 22, 2021, copy of which is enclosed.

If no response is received from you, this grievance file will be referred to the screening panel of the Southern Nevada Disciplinary Board, which will consider the complaint on the assumption that all of the allegations made in the letter of complaint are true. In addition, the panel will be asked to consider your failure to respond as a failure to cooperate with the State Bar in its efforts to enforce Rules of Professional Conduct, which will be considered as a separate disciplinary violation pursuant to RPC 8.1(b) (Bar admission and disciplinary matters).

Please provide the requested information no later than February 26, 2021.

Sincerely,

Dawn Meeks

Dawn Meeks, CP
Senior Paralegal / Investigator
Office of Bar Counsel

/dm
Enclosure



3100 W. Charleston Blvd.
Suite 100
Las Vegas, NV 89102
[phone 702.382.2200](tel:702.382.2200)
[toll free 800.254.2797](tel:800.254.2797)
[fax 702.385.2878](tel:702.385.2878)

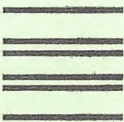
9456 Double R Blvd., Ste. B
Reno, NV 89521-5977
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Las Vegas, NV 89102

2.12.2021 / D. Meeks / 08C20-0053
08C21-0142, 08C21-0146

SENDER: COMPLETE THIS SECTION

- ☐ Complete items 1, 2, and 3.
- ☐ Print your name and address on the reverse so that we can return the card to you.
- ☐ Attach this card to the back of the mailpiece, or on the front if space permits.

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ X☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Bradley J. Bellisario, Esq.

7100 Grand Montecito Pkwy #2054

Las Vegas, NV 89149



9590 9402 5871 0038 4389 53

2. Article Number (Transfer from service label)

7020 1290 0001 2717 6498

3. Service Type

- | | |
|--|---|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input checked="" type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input checked="" type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
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- ☐ Adult Signature Restricted Delivery \$ _____

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02.12.2021

DBC21-1137

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DBC21-0142

DBC21-0146

Bradley J. Bellisario, Esq.

ROA Page 0526

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Las Vegas, NV 89149

2020 1290 0001 2717 6498