

IN THE SUPREME COURT OF THE STATE OF NEVADA

IN RE: DISCIPLINE OF
HERA ARMENIAN, ESQ.
NEVADA BAR NO. 12322

Case No. Electronically Filed
Feb 08 2022 10:54 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

VOLUME I

RECORD OF DISCIPLINARY PROCEEDINGS,
PLEADINGS AND TRANSCRIPT OF HEARING

Daniel M. Hooge, Esq.
Nevada Bar No. 10620
State Bar of Nevada
3100 W. Charleston Blvd., Ste. 100
Las Vegas, NV 89102
Counsel for the State Bar of Nevada

Hera Armenian, Esq.
Nevada Bar No. 12322
Jess R. Marchese, Esq.
Nevada Bar No. 8175
601 South Rancho Drive, B-14
Las Vegas, NV 89106
Counsel for Respondent

IN THE MATTER OF)
DISCIPLINE OF)
HERA ARMENIAN, ESQ.,)
BAR NO. 12322)
)
)
)
)

1. Nature of the Case

This matter involved attorney Hera Armenian, Esq. (“Respondent”), Bar No. 12322. A formal hearing panel of the Southern Nevada Disciplinary Board (“Panel”) heard the matter on November 18, 2021, via Zoom from Las Vegas, Nevada. The Panel consisted of Chair Michael J. Oh, Esq.; Parish D. Heshmati, Esq.; and Jo Kent McBeath, Laymember. Bar Counsel Daniel Hooge, Esq., represented the State Bar of Nevada (“State Bar”). Respondent was present and represented by Jess R. Marchese, Esq.

The underlying matter began with an overdraft notification from First Savings Bank about Respondent's IOLTA or client trust account. The State Bar opened an investigation. Respondent failed to explain or provide supporting documentation for a withdrawal of \$18,475.80 from the client

1 trust account. The State Bar obtained records and discovered that although
2 Respondent was entitled to \$10,000 in fees, she misappropriated the
3 remainder or \$8,475.80. This misappropriation caused the overdraft.

4 Respondent consented to discipline with a conditional guilty plea.

5 **2. Number of Grievances**

6 This case arose from a single grievance.

7 **3. Rules of Professional Conduct**

8 The Panel found that Respondent violated RPC 1.15 (safekeeping
9 property) and RPC 8.1 (bar admission and disciplinary matters).

10 **4. Mental State**

11 The Panel found that Respondent acted with knowledge because she
12 was aware of the nature or attendant circumstances of the withdrawal but
13 lacked the conscious objective or purpose to misappropriate client funds.

14 **5. Injury**

15 The Panel found that Respondent's conduct resulted in injury
16 and/or potential injury to her clients, the public, and the legal system.

1 **6. ABA Baseline**

2 For the violation of RPC 1.15 (safekeeping property), the panel
3 found the baseline to be ABA 4.12, which says “Suspension is generally
4 appropriate when a lawyer knows or should know that she is dealing
5 improperly with client property and causes injury or potential injury to a
6 client.”

7 For the violation of RPC 8.1 (Bar Admission and Disciplinary
8 Matters), the panel found the baseline to be ABA 7.2, which says
9 “Suspension is generally appropriate when a lawyer knowingly engages in
10 conduct that is a violation of a duty owed as a professional and causes
11 injury or potential injury to a client, the public, or the legal system.”

12 **7. Aggravation and Mitigation**

13 Pursuant to SCR 102.5(1) (aggravation), the Panel found the
14 following ***aggravating*** factors in considering the discipline to be
15 imposed:

16 (d). multiple offenses;

17 Pursuant to SCR 102.5(2) (mitigation), the Panel found the following
18 ***mitigating*** factors.

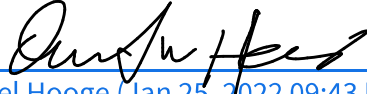
- 1 (a). absence of a prior disciplinary record;
2 (f). inexperience in the practice of law; and
3 (m). remorse.

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

5 The Panel unanimously found that Respondent's stated form of
6 discipline of a one-year suspension, which would be stayed for one year, is
7 a proper sanction given the baseline sanction, the aggravating, and the
8 mitigating factors. It recommended that the Court disbar Respondent and
9 that she pay SCR 120 costs.

10 DATED this 25th day of January 2022.

11 **STATE BAR OF NEVADA**

12
13 
14 By: Daniel Hooge (Jan 25, 2022 09:43 PST)
15 Daniel M. Hooge, Bar Counsel
16 Nevada Bar No. 10620
17 3100 W. Charleston Blvd. Suite 101
18 Las Vegas, Nevada 89102
19 (702) 382-2200
20

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FILED

AUG 31 2021

STATE BAR OF NEVADA
BY: *[Signature]*
OFFICE OF BAR COUNSEL

Case No.: SBN20-00002

STATE BAR OF NEVADA

SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA,)
)
Complainant,)
vs.)
)
HERA ARMENIAN, ESQ.,)
BAR NO. 12322)
)
Respondent.)

COMPLAINT

TO: HERA ARMENIAN, Esq.
2580 Sorrel St.,
Las Vegas, Nevada 89146
(702) 979-3565
harmenian@jfnvlaw.com

Represented by:
Jess R. Marchese, Esq.
601 South Rancho Drive, B-14
Las Vegas, Nevada 89106
(702) 385-537
marcheselaw@msn.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 Bar Counsel, Daniel M.
2 Hooge, is informed and believes as follows:

3 1. Attorney HERA ARMENIAN, Esq. ("Respondent"), Bar No. 12322, at all times
4 pertinent to this complaint was an active member of the State Bar of Nevada and had her
5 principal place of business for the practice of law located in Clark County, Nevada.

6 2. On September 24, 2020, the Office of Bar Counsel (OBC) received a notice from
7 First Savings Bank that the IOLTA managed by attorney Hera Armenian had
8 insufficient funds to satisfy a check.

9 3. Armenian wrote a check for \$2,982.20 but the IOLTA account only had \$5.80.

10 4. OBC investigator Laura Peters sent a Letter of Investigation to Armenian
11 requesting a ledger for the account and for all clients with funds in the account
12 in the last 6 months.

13 5. Armenian responded with a certification that she maintained ledgers. However,
14 she provided no ledgers.

15 6. Armenian provided 6 months of bank statements.

16 7. OBC investigator Laura Peters reviewed the bank statements.

17 8. On March 31, 2020, the IOLTA account started with a balance of \$5,496.65.

18 9. Armenian was unable to identify to whom the initial balance belonged.

19 10. Other than interest accrued, the account remained dormant until Armenian
20 received a deposit of \$35,000 on July 24 for a personal injury settlement for her
21 father. The account held \$40,493.40.

22 11. Over the next two weeks Armenian distributed \$32,019.52 of her father's
23 \$35,000 settlement. These distributions included \$13,474.40 to her father and
24 \$11,655.00 to herself as fees.

- 1 12. By September 2, 2020, Armenian held \$8,475.80 in the client trust or IOLTA
2 account. Of the IOLTA balance, \$2,980.48 belonged to her father's lienholders
3 and the remaining \$5,495.32 came from the initial balance for which Armenian
4 could not identify an owner.
- 5 13. On September 9, 2020, Armenian deposited a settlement of \$10,000 for
6 Franklin Elem.
- 7 14. After the Elem settlement deposit, Armenian held \$18,475.80 in trust for her
8 clients. Individual client balances included \$2,980.48 to her father, \$5,495.32 to
9 an unidentified owner, and \$10,000 to Elem.
- 10 15. On September 11, 2020, Armenian electronically transferred \$18,470 from the
11 client trust account or IOLTA into her operating account. This transfer left only
12 \$5.80 in the account.
- 13 16. This low balance caused the bank to decline the check of \$2,982.20 on
14 September 24, two weeks later. This is also when the bank notified the State Bar
15 of the overdraft.
- 16 17. Armenian wrote the \$2,982.20 check to satisfy a lienholder in her father's case.
17 Her father's balance should have been \$2,980.48.
- 18 18. Armenian justified the \$18,475.80 transfer as fees in the Franklin Elem case.
19 Armenian provided a settlement memorandum signed by Elem, which
20 distributed the entire \$10,000 settlement to Armenian. However, Elem's case
21 only settled for \$10,000.
- 22 19. Because Armenian electronically transferred \$18,470, she exceeded Elem's
23 settlement by \$8,470.
- 24
25

1 20. Peters sent multiple requests to Armenian for an explanation or accounting to
2 explain the \$18,470 electronic transfer. Armenian stopped communicating with
3 Peters.

4 21. Armenian did pay the provider in her father's case \$2,982.20 on October 5. But
5 she covered the payment from her operating account.

6 **COUNT ONE- RPC 1.15(a),(e) (Safekeeping Property) and SCR 78.5**

7 22. RPC 1.16 states

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

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

22 ...

23 23. Armenian misappropriated \$2,982.20 from her father's settlement.

24 24. Armenian also misappropriated \$5,000 from an unknown source.

25 25. In the alternative, if the \$5,000 was Armenian's previously earned fees—for
which there is no record—then Armenian commingled her property with client property for
six months or more.

26 26. Armenian failed to maintain a ledger of all deposits into and withdrawals from
her client trust account.

1 33. Armenian's refusal to answer the State Bar prevented the State Bar from
2 fulfilling its duty to protect the public, injured the reputation of the bar, and injured the
3 public's faith in the legal system.

4 34. In light of the foregoing paragraphs 2 through 21, Respondent has violated RPC
5 8.1 (Bar Admission and Disciplinary Matters) by failing to respond to the State Bar's lawful
6 demands for information regarding the \$18,470 electronic transfer.

7 WHEREFORE, Complainant prays as follows:

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

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

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

14 Dated this 31 day of August 2021.

15 STATE BAR OF NEVADA

16 By: 

17 Daniel M. Hooge, Bar Counsel
18 Nevada Bar No. 9861
19 3100 W. Charleston Blvd, Suite 100
20 Las Vegas, Nevada 89102
21 (702) 382-2200
22
23
24
25



FILED

AUG 31 2021

STATE BAR OF NEVADA

BY: 
OFFICE OF BAR COUNSEL

Case No.: SBN20-00002

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

STATE BAR OF NEVADA,)
)
Complainant,)
vs.)
)
HERA ARMENIAN, ESQ.,)
BAR NO. 12322)
)
Respondent.)

**DESIGNATION OF
HEARING PANEL MEMBERS**

To: HERA ARMENIAN, Esq.
2580 Sorrel St.,
Las Vegas, Nevada 89146
(702) 979-3565
harmenian@jfnvlaw.com

Represented by:
Jess R. Marchese, Esq.
601 South Rancho Drive, B-14
Las Vegas, Nevada 89106
(702) 385-537
marcheselaw@msn.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
3. Christopher J. Lalli, Esq., Vice Chair
4. Neil Beller, Esq.
5. Annette L. Bradley, Esq.
6. John E. Bragonje, Esq.
7. Shemilly A. Briscoe, Esq.
8. Amanda Brookyser, Esq.
9. Robert J. Caldwell, Esq.
10. Jacqueline B. Carman, Esq.
11. Andrew A. Chiu, Esq.
12. James P. Chrisman, Esq.
13. Nell E. Christensen, Esq.
14. Marc P. Cook, Esq.
15. Ira W. David, Esq.
16. Damon Dias, Esq.
17. Sandra K. DiGiacomo, Esq.
18. F. Thomas Edwards, Esq.
19. Matthew S. Fox, Esq.
20. Alan Freer, Esq.
21. Adam Garth, Esq.
22. Kelly Giordani, Esq.
23. Robert G. Giunta, Esq.
24. Angela Guingcangco, Esq.


25. Parish D. Heshmati, Esq.
26. Kenneth E. Hogan, Esq.
27. Jennifer K. Hostetler, Esq.
28. David Kaplan, Esq.
29. James T. Leavitt, Esq.
30. Michael B. Lee, Esq.
31. Jennifer R. Lloyd, Esq.
32. Donald Lowrey, Esq.
33. Roger Madsen, Esq.
34. Jason R. Maier, Esq.
35. Farhan Naqvi, Esq.
36. Michael J. Oh, Esq.
37. Gary A. Pulliam, Esq.
38. Paul “Luke” Puschnig, Esq.
39. Michael D. Rawlins, Esq.
40. Jericho L. Remitio, Esq.
41. Jarrod L. Rickard, Esq.
42. Miriam E. Rodriguez, Esq.
43. Vincent J. Romeo, Esq.
44. Daniel F. Royal, Esq.
45. Maria V. Saladino, Esq.
46. Africa A. Sanchez, Esq.
47. Jen J. Sarafina, Esq.
48. Jay A. Shafer, Esq.

- 1 49. Thomas R. Sheets, Esq.
- 2 50. Jeffrey G. Sloane, Esq.
- 3 51. Sarah E. Smith, Esq.
- 4 52. James R. Sweetin, Esq.
- 5 53. Stephen L. Titzer Esq.
- 6 54. Jacob J. Villani, Esq.
- 7 55. Marni Watkins, Esq.
- 8 56. Dan R. Waite, Esq.
- 9 57. Joseph Went, Esq.
- 10 58. Reed J. Werner, Esq.
- 11 59. Rachel Wise, Esq.
- 12 60. Natalie Ann Allred, Laymember
- 13 61. Afeni Banks, Laymember
- 14 62. Brian Catlett, Laymember
- 15 63. Alexander Falconi, Laymember
- 16 64. Brittany Falconi, Laymember
- 17 65. Joelyne Gold, Laymember
- 18 66. Elizabeth A. Hanson, Laymember
- 19 67. Jack S. Hegeduis, Laymember
- 20 68. Julia D. Hesmati, Laymember
- 21 69. William M. Holland, Laymember
- 22 70. Nicholas Kho, Laymember
- 23 71. Annette Kingsley, Laymember
- 24 72. Gale Kotlikova, Laymember
- 25

73. Todd Krome, Laymember
74. Benjamin S. Lurie, Laymember
75. Jo Kent McBeath, Laymember
76. Kellie C. Rubin, Laymember
77. Vikki L. Seelig, Laymember
78. Danny Lee Snyder, Jr., Laymember
79. Harvey Weatherford, Laymember

Dated this Aug 30, 2021 day of August 2021.

STATE BAR OF NEVADA


By: Daniel Hooge (Aug 30, 2021 14:57 PDT)
Daniel M. Hooge, Bar Counsel
Nevada Bar No. 9861
3100 W. Charleston Blvd, Suite 100
Las Vegas, Nevada 89102
(702) 382-2200



FILED

AUG 31 2021

STATE BAR OF NEVADA

BY: [Signature]
OFFICE OF BAR COUNSEL

Case No.: SBN20-00002

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

STATE BAR OF NEVADA,

Complainant,

vs.

HERA ARMENIAN, ESQ.,

BAR NO. 12322

Respondent.

DECLARATION OF MAILING

Tiffany Bradley, 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, DESIGNATION OF HEARING PANEL MEMBERS, STATE BAR'S PEREMPTORY CHALLENGES, DISCIPLINARY RULES OF PROCEDURE, ADKT 516 and ADKT 518** in the matter of the *State Bar of Nevada vs. Hera Armenian, Esq.*, Case No. OBC20-00002.

3. That pursuant to Supreme Court Rule 109, the **COMPLAINT, DESIGNATION OF HEARING PANEL MEMBERS, STATE BAR'S PEREMPTORY CHALLENGES, DISCIPLINARY RULES OF PROCEDURE, ADKT 516 and ADKT 518** were served on the

1 following placing copies in an envelope which was then sealed and postage fully prepaid for
2 regular and certified mail, and deposited in the United States mail at Las Vegas, Nevada to:

3 HERA ARMENIAN, Esq.
4 2580 Sorrel St.,
Las Vegas, Nevada 89146

5 Represented by:
6 Jess R. Marchese, Esq.
601 South Rancho Drive, B-14
7 Las Vegas, Nevada 89106

8 **And via electronic mail to:**

- 9 1. Respondent: harmenian@jfnvlaw.com
2. marcheselaw@msn.com

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

11 Dated this 31st day of August 2021.

12
13 By: 

14 Tiffany Bradley, an employee
15 of the State Bar of Nevada
16
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2580 Sorrel St.,

Las Vegas, Nevada 89146

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Jess R. Marchese, Esq.

601 South Rancho Drive, B-14

Las Vegas, Nevada 89106

ROA Page 015



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SEP 20 2021

STATE BAR OF NEVADA

BY: 
OFFICE OF BAR COUNSEL

1 **ANS**
2 JESS R. MARCHESE, ESQ.
Nevada Bar No. 8175
3 JESS R. MARCHESE, PC
4 601 S. Rancho, B-14
Las Vegas, Nevada 89106
5 (702) 385-5377
marcheselaw@msn.com
6 Attorney for Respondent **ARMENIAN**

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

9 STATE BAR OF NEVADA,)
10)
Complainant,)
11) Case No. SBN20-00002
12)
13 vs.)
14)
HERA ARMENIAN, ESQ.,)
15 Nevada Bar No. 12322.)
16 Respondent.)

17 **VERIFIED ANSWER TO COMPLAINT**

18 Respondent, JESS R. MARCHESE, ESQ., by and through her counsel of record, HERA
19 ARMENIAN, of the law office/firm of JESS R. MARCHESE, PC, hereby answers the State Bar
20 of Nevada's Complaint filed on August 31, 2021, as follows:
21

22
23 **ANSWER TO GENERAL ALLEGATIONS**

- 24 1. Answering paragraphs 1, 3, 4, 6, 13, and 21 respondent admits the allegations
25 contained therein.
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2. Answering paragraphs 2, 7, 8, 9, 12, 14, 16, and 19 respondent is without sufficient knowledge or information permitting her to form a belief or opinion as to the truth or falsity of the allegations contained therein and on that basis denies those allegations.
3. Answering paragraphs 5, 17, 18, and 20 denies the allegations contained therein.
4. Answering paragraph 10, respondent admits that she did deposit \$35,000 on July 24, 2020, but respondent is without sufficient knowledge or information permitting her to form a belief or opinion as to the truth or falsity of the allegations contained therein and on that basis denies those allegations.
5. Answering paragraph 11, respondent admits that allegations, but denies the figure of \$32,019.52 that was alleged to have been distributed.
6. Answering paragraph 15, respondent admits the allegations, but denies that she transferred \$18,470 on September 11, 2020.

COUNT 1-RPC 1.15(a)(e) (Safekeeping Property) and (SCR 78.5)

7. Answering paragraph 30, respondent admits the allegations contained therein.
8. Answering paragraphs 31-34, respondent denies the allegations contained therein.

COUNT 2-RPC 8.1 (Bar Admission and Disciplinary Matters)

9. Answering paragraphs 22 and 26 respondent admits the allegations contained therein.
10. Answering paragraph 23-25 and 27-29, denies the allegations contained therein.

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///

AFFIRMATIVE DEFENSES

Respondent's respectfully asserts out of an abundance of caution that the following affirmative defenses, mitigating factors and/or other factors apply in this case:

FIRST AFFIRMATIVE DEFENSE

The amount of damages claimed by one or more grievant may be or is subject to an offset either for legal services provided, a refund and/or for other reasons.

SECOND AFFIRMATIVE DEFENSE

Respondent may have offsets owing from one or more of the grievants, which exceed any funds the grievants may respectively claim.

THIRD AFFIRMATIVE DEFENSE

Pursuant to Rule 11, all possible affirmative defenses may not have been alleged herein insofar as sufficient facts were not available after reasonable inquiry upon the filing of the Complaint, and therefore, these answering Respondent reserve the right to amend their answer to the Complaint to allege additional affirmative defenses if subsequent investigation so warrants.

FOURTH AFFIRMATIVE DEFENSE

Respondent has thoroughly investigated its possible defenses herein, but reserves the right to timely or seasonably tender additional defenses once the same become known, in accordance with the Nevada Rules of Civil Procedure.

MITIGATING FACTORS

SCR 106.5(2) Mitigating circumstances are any considerations or factors that may justify a reduction in the degree of discipline to be imposed. The following list of examples is illustrative and is not exclusive:

- (a) absence of a prior disciplinary record;
- (b) absence of a dishonest or selfish motive;

1 (c) personal or emotional problems;

2 (d) timely good faith effort to make restitution or to rectify consequences of misconduct;

3 (e) full and free disclosure to disciplinary authority or cooperative attitude toward
4 proceeding;

5 (f) inexperience in the practice of law;

6 (g) character or reputation;

7 (h) physical disability;

8 (i) mental disability or chemical dependency including alcoholism or drug abuse when:
9

10 (1) there is medical evidence that the respondent is affected by chemical dependency or a
11 mental disability;

12 (2) the chemical dependency or mental disability caused the misconduct;

13 (3) the respondent's recovery from the chemical dependency or mental disability is
14 demonstrated by a meaningful and sustained period of successful rehabilitation; and

15 (4) the recovery arrested the misconduct and recurrence of that misconduct is unlikely;

16 (j) delay in disciplinary proceedings;

17 (k) interim rehabilitation;

18 (l) imposition of other penalties or sanctions;

19 (m) remorse;

20 (n) remoteness of prior offenses.
21

22 3. Factors which should not be considered as either aggravating or mitigating include:

23 (a) forced or compelled restitution;

24 (b) agreeing to a client's demand for improper behavior;

25 (c) withdrawal of grievance against the lawyer;

26 (d) resignation prior to completion of disciplinary proceedings;

27 (e) grievant's recommendation as to sanction;
28

1 (f) failure of injured client to complain.

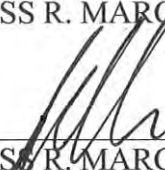
2 WHEREFORE, Complainant prays as follows:

3 1. That a hearing be held pursuant to SCR 105;

4 2. For such other relief as the designated hearing panel deems fit under the facts and
5 circumstances of this case.
6

7 Respectfully submitted this 16TH of September, 2021.

8 JESS R. MARCHESE, PC

9
10 
11 JESS R. MARCHESE, ESQ.
12 Attorney for Respondent
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COUNTY OF CLARK) ss:
)

ROA Page 021



Case Nos: OBC20-1115

STATE BAR OF NEVADA
SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA,

Complainant,

vs.

HERA ARMENIAN, ESQ.

NV BAR No. 12322

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. Michael Oh, Esq., Chair

DATED this ^{20TH} day of September, 2021.

STATE BAR OF NEVADA

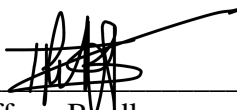
By: Russell E. Marsh
Russell E. Marsh (Sep 20, 2021 14:52 PDT)
Russell E. Marsh, Esq.
Nevada Bar No. 11198
Chair, Southern Nevada Disciplinary Board

CERTIFICATE OF SERVICE

The undersigned hereby certifies a true and correct copy of the foregoing **ORDER APPOINTING HEARING PANEL CHAIR** was served via email to:

1. Michael J. Oh, Esq. (Hearing Panel Chair): Michael.oh@cityofhenderson.com
2. Jess Marchese, Esq. (Counsel for Respondent): marcheselaw@msn.com
3. Dan Hooge, Esq. (Bar Counsel): danh@nvbar.org

DATED this 21st 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.

HERA ARMENIAN, ESQ.,

BAR NO. 12322

Respondent.

**NOTICE OF TELEPHONIC INITIAL
CASE CONFERENCE**

PLEASE TAKE NOTICE, the telephonic Initial Case Conference in the above-entitled matter is set for **September 24, 2021, at 4 p.m.** The State Bar conference call number is 1-877-594-8353, participant passcode is 46855068#.

Dated this ^{Sep 22, 21} day of September 2021.

STATE BAR OF NEVADA

Daniel Hooge (Sep 22, 2021 13:40 PDT)

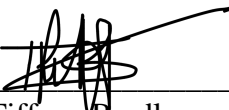
Daniel M. Hooge, Bar Counsel
3100 W. Charleston Boulevard, Suite 100
Las Vegas, Nevada 89102
(702) 382-2200
Attorney for State Bar of Nevada

1 **CERTIFICATE OF SERVICE**

2 The undersigned hereby certifies a true and correct copy of the foregoing **NOTICE OF**
3 **TELEPHONIC INITIAL CASE CONFERENCE** was served via email to:

- 4 1. Michael J. Oh, Esq. (Hearing Panel Chair): Michael.oh@cityofhenderson.com
5 2. Jess Marchese, Esq. (Counsel for Respondent): marcheselaw@msn.com
6 3. Dan Hooge, Esq. (Bar Counsel): danh@nvbar.org

7
8 DATED this 22nd day of September, 2021.

9
10 By: 
11 Tiffany Bradley, an employee of
12 the State Bar of Nevada.
13
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Case No.: OBC20-1115

STATE BAR OF NEVADA
SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA,)
)
Complainant,)
vs.)
)
HERA ARMENIAN, ESQ.,)
BAR NO. 12322)
)
Respondent.)

SCHEDULING ORDER

Pursuant to Rule 17 of the Disciplinary Rules of Procedure (“DRP”), on Friday, September 24, 2021, at 4 p.m., Michael J. Oh, Esq., the Formal Hearing Panel Chair, met telephonically with Dan M. Hooge, Esq., Bar Counsel, on behalf of the State Bar of Nevada, and Jess R. Marchese, Esq., on behalf of Respondent to conduct the Initial Conference in this matter.

During the Case Conference the parties discussed disclosures, discovery issues, the potential for resolution of this matter prior to the hearing, a status conference, and the hearing date.

The parties agreed to the following:

1. The parties consent to service by electronic means of all documents pursuant to SCR 109(2), NRCP 5, and DRP 11(b)(3) with the understanding that **all documents need to be submitted by 5:00 p.m. to be file stamped timely.**

2. The parties stipulate that venue is proper in Clark County, Nevada.

3. The Formal Hearing for this matter is hereby set for **one (1) day starting at 9:00 a.m. on Thursday, November 18, 2021**, and shall take place via Zoom.

1 **4.** On or before **October 1, 2021**, the State Bar of Nevada's initial disclosures shall be
2 served on all parties. The documents provided by the State Bar shall be bates stamped with
3 numerical designations. *See* DRP 17 (a).

4 **5.** On or before **October 11, 2021**, Respondent's initial disclosures shall be served on
5 all parties. The documents provided by the Respondent shall be bates stamped with alphabetical
6 exhibit designations. *See* DRP 17 (a).

7 **6.** On or before **October 15, 2021**, the parties shall file and serve any Motions.

8 **7.** On or before **November 5, 2021**, all oppositions to the Motions, if any, shall be
9 filed and served on the parties.

10 **8.** On or before **November 1, 2021**, the parties shall serve a Final Designation of
11 witnesses expected to testify and exhibits expected to be presented at the Formal Hearing in this
12 matter, pursuant to SCR 105(2)(d), DRP 17(a) and DRP 21.

13 **9.** All documents disclosed shall be bates stamped, the State Bar will use numerical
14 exhibit designations and Respondent will use alphabetical exhibit designations, pursuant to DRP 17.

15 **10.** On **November 10, 2021, at 3 p.m.**, the parties shall meet telephonically with the
16 panel chair, Michael J. Oh, Esq., for the Pre-hearing Conference. Any pending issues, including
17 pending Motions, will be addressed at the Pre-hearing Conference. The parties shall use the State
18 Bar conference bridge (877) 594-8353 and the passcode is 46855068#.

19 Pursuant to DRP 23, at the Pre-hearing conference (i) the parties shall discuss all matters
20 needing attention prior to the hearing date, (ii) the Chair may rule on any motions or disputes
21 including motions to exclude evidence, witnesses, or other pretrial evidentiary matter, and (iii) the
22 parties shall discuss and determine stipulated exhibits proffered by either the State Bar or
23 Respondent as well as a stipulated statement of facts, if any.

24 //

11. The parties stipulate to waive SCR 105(2)(d) to allow for the formal appointment of the remaining hearing panel members on a date that is greater than 45 days prior to the scheduled hearing.

Based on the parties' verbal agreement to the foregoing during the telephonic Initial Conference and good cause appearing, **IT IS SO ORDERED.**

Dated this Sep 29, 2021 day of September 2021.

SOUTHERN NEVADA DISCIPLINARY BOARD

Michael J. Oh

By: Michael J. Oh (Sep 29, 2021 08:51 PDT)

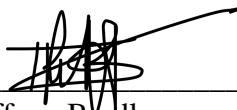
Michael J. Oh, Esq.
Hearing Panel Chair

CERTIFICATE OF SERVICE

The undersigned hereby certifies a true and correct copy of the foregoing **SCHEDULING ORDER** was served via email to:

1. Michael J. Oh, Esq. (Hearing Panel Chair): Michael.oh@cityofhenderson.com
2. Jess Marchese, Esq. (Counsel for Respondent): marcheselaw@msn.com
3. Dan Hooge, Esq. (Bar Counsel): danh@nvbar.org

DATED this 29th day of September 2021.

By: 
Tiffany Bradley, an employee of
the State Bar of Nevada.



FILED

OCT - 1 2021

STATE BAR OF NEVADA

BY [Signature]
OFFICE OF BAR COUNSEL

Case No.: OBC20-1115

STATE BAR OF NEVADA
SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA,)
)
Complainant,)
vs.)
)
HERA ARMENIAN, ESQ.,)
BAR NO. 12322)
)
Respondent.)

STATE BAR OF NEVADA'S
INITIAL DISCLOSURES OF
DOCUMENTS AND WITNESSES

To: Hera Armenian, Esq.
c/o Jess R. Marchese, Esq.
601 South Rancho Drive, B-14
Las Vegas, Nevada 89106
Counsel for Respondent

PLEASE TAKE NOTICE that the following is a list of witnesses and a summary of evidence which may be offered against Respondent at the time of the Formal Hearing, in the above-entitled complaint.

A. **Documentary Evidence**

Any and all documentation contained in the State Bar of Nevada's file including but not limited to, correspondence, emails, memorandums, text messages, notes, payments, invoices, bank records, receipts, billing entries and pleadings regarding grievance file number OBC20-1115.

Any and all documentation contained in records of the State Bar of Nevada regarding Respondent's licensure, compliance with reporting requirements, and disciplinary history.

///

///

The State Bar reserves the right to supplement this list as necessary.

Exhibit#	Document	Bates Stamped
1.	Formal Hearing Packet	<i>will be produced prior to hearing</i>
2.	Affidavit of Prior Discipline	<i>will be produced at the time of hearing</i>
3.	August 17, 2017 Franklin J. Elam retainer agreement with Las Vegas Legal Advisors	SBN 001-005
4.	June 20, 2019 Adroushan Armenian retainer agreement with Las Vegas Legal Advisors	SBN 001-005
5.	April 30, 2020 Adroushan Armenian settlement documents and liens	SBN 001-017
6.	August 13, 2019 Franklin J. Elam district court complaint, case no. A-19-800100-C	SBN 001-007
7.	July 29, 2020 Adroushan Armenain settlement memorandum Check – payable to Desert Institute of Spine Care \$1,625 Check – payable to Hera Armenian \$11,655 Check - payable to Adroushan Armenian \$13,474.40 Check- payable to Core Rehab \$2,982.20	SBN 001-004
8.	August 13, 2020 Franklin Elam Settlement Agreement and Release of Claims \$7,500 – Pete Findlay Automotive, Inc.	SBN 001-006
9.	August 14, 2020 Check no 217160965 from Geico \$2,500	SBN 001
10.	September 2, 2020 Franklin Elam Settlement Agreement and Release of Claims \$2,500 - Geico	SBN 001-006
11.	September 9, 2020 Franklin Elam settlement memorandum	SBN 001
12.	September 10, 2020 Franklin Elam Amended Stipulation and Order to Dismiss filed 9/10/20	SBN 001-002
13.	September 10, 2020 Franklin Elam Notice of Entry of Amended Order for Dismissal	SBN 001-002
14.	September 24, 2020 First National Savings overdraft notice to the State Bar	SBN 001
15.	October 5, 2020 Check – payable to Core Rehab \$2,982.20 Check – payable to Core Rehab \$35 return fee	SBN 001

16.	October 16, 2020 State Bar letter of investigation dated 10/16/2020 sent via email with two attachments: 1) Overdraft notice and 2) Declaration of Compliance SCR 78.5	SBN 001-006
17.	October 22, 2020 Email from Respondent confirming receipt of 10/16/21 email.	SBN 001
18.	October 22, 2020 Respondent's Declaration of Compliance SCR 78.5	SBN 001
19.	November 5, 2020 Email from Respondent with initial response: Fourth Quarterly Report	SBN 001-003
20.	November 25, 2020 State Bar email to Respondent requesting bank records and client ledgers.	SBN 001
21.	January 28, 2020 [sic] State Bar no response 8.1 letter to Respondent	SBN 001
22.	February 16, 2021 Respondent's email attachment: reply to the State Bar's 8.1 letter (58 pages)	SBN 001-060
23.	February 18, 2021 State Bar email to Respondent asking clarification re: transfer of \$18,470 to NOW	SBN 001
24.	February 19, 2021 Email chain between State Bar and Respondent re: NOW transfer and Core Rehab check issued from the business account. State Bar requested client information.	SBN 001-002
25.	February 22, 2021 Email from Respondent stating she will review the file.	SBN 001-002
26.	February 28, 2021 (Sunday) Email from Respondent, attached signed settlement agreements for \$10,000 for two checks; \$7,500 from Pete Findlay automotive and \$2,500 from Geico	SBN 001-003
27.	March 11, 2021- April 9, 2021 Email chain regarding Frank Elam's settlement documents and \$18,470	SBN 001-002
28.	April 27, 2021- May 4, 2021 Email chain from Respondent requesting an extension of time	SBN 001
29.	Bank statements from First Savings Bank IOLTA trust account ending xx8217	SBN 001-028
30.	State Bar trust account reconciliation	SBN 001

The State Bar incorporates by reference all documents identified by Respondent in these matters.

///


1 **B. Witnesses and Brief Statement of Facts**

2 1. Respondent will be called and would be expected to testify regarding her conduct
3 and communications surrounding the events related to, and any and all documents pertinent to,
4 each of the charged violations of the Rules of Professional Conduct, including but not limited to
5 facts pertaining to the breach of her professional responsibilities as an attorney, her mental state
6 pursuant to ABA Standards, the harm resulting from her conduct, and any aggravating and
7 mitigating factors pursuant to Supreme Court Rule 102.5. Respondent is expected to provide
8 testimony regarding the facts and circumstances regarding OBC20-1287.

9 2. Laura Peters, an investigator with the State Bar of Nevada Office of Bar Counsel,
10 is expected to provide testimony regarding her investigation of OBC20-1115, including but not
11 limited to, information and documents provided by Respondent and Grievant(s), communications
12 with Respondent and Grievant(s), and Respondent's disciplinary history.

13 Oct 1, 2021
Dated this ____ day of October 2021.

14 **STATE BAR OF NEVADA**


15 
16 By: Daniel Hooe (Oct 1, 2021 12:35 PDT)
17 Daniel M. Hooe, Bar Counsel
18 3100 W. Charleston Boulevard, Suite 100
19 Las Vegas, Nevada 89102
20 (702) 382-2200
21 Attorney for State Bar of Nevada
22
23
24
25

CERTIFICATE OF SERVICE

The undersigned hereby certifies a true and correct copy of the foregoing **STATE BAR OF NEVADA'S INITIAL DISCLOSURE OF DOCUMENTS AND WITNESSES** was served via email to:

1. Michael J. Oh, Esq. (Hearing Panel Chair): Michael.oh@cityofhenderson.com
2. Jess Marchese, Esq. (Counsel for Respondent): marcheselaw@msn.com
3. Dan Hooge, Esq. (Bar Counsel): danh@nvbar.org

DATED this 1st day of October 2021.

By: 
Tiffany Bradley, an employee of
the State Bar of Nevada.



FILED

OCT - 8 2021

STATE BAR OF NEVADA

BY: [Signature]
OFFICE OF BAR COUNSEL

Case Nos: OBC20-1115

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

STATE BAR OF NEVADA,

Complainant,

vs.

HERA ARMENIAN, ESQ.

NV BAR No. 12322

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 18th day of November, 2021 starting at 9:00 a.m. via Zoom Video Conferencing.

1. Michael Oh, Esq., Chair;
2. Parish Heshmati, Esq.
3. Alexander Falconi, Laymember

DATED this 6th day of October, 2021

STATE BAR OF NEVADA

By: Russell E. Marsh
Russell E. Marsh (Oct 6, 2021 13:20 PDT)
Russell Marsh, Esq.
Nevada Bar No. 11198
Chair, Southern Nevada Disciplinary Board

CERTIFICATE OF SERVICE

The undersigned hereby certifies a true and correct copy of the foregoing **ORDER APPOINTING FORMAL HEARING PANEL** was served via email to:

1. Michael J. Oh, Esq. (Hearing Panel Chair): Michael.oh@cityofhenderson.com
2. Parish D. Heshmati, Esq. (Panel Member): Parish@halo-attorneys.com
3. Alexander Falconi (Laymember): falconiarmie@gmail.com
4. Jess Marchese, Esq. (Counsel for Respondent): marcheselaw@msn.com
5. Dan Hooge, Esq. (Bar Counsel): danh@nvbar.org

DATED this 8th day of October 2021.

By: 

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



FILED

OCT 13 2021

STATE BAR OF NEVADA
BY: [Signature]
OFFICE OF BAR COUNSEL

Case No.: OBC20-1115

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

STATE BAR OF NEVADA,)
)
Complainant,)
vs.)
)
HERA ARMENIAN, ESQ.,)
BAR NO. 12322)
)
Respondent.)

NOTICE OF FORMAL HEARING

PLEASE TAKE NOTICE that the formal hearing in the above-entitled action has been scheduled for **one day on Thursday, November 18, 2021, at the hour of 9:00 a.m.,** The hearing will be conducted virtually through **ZOOM video conference.** The parties have stipulated to the hearing date set forth above.

Please be further advised that you are entitled to be represented by counsel, to cross-examine witnesses, and to present evidence.

Dated this 12th day of October 2021.

STATE BAR OF NEVADA

[Signature]

By: Daniel Hooge (Oct 12, 2021 12:05 PDT)

Daniel M. Hooge, Bar Counsel
Nevada Bar No. 10620
3100 W. Charleston Blvd, Suite 100
Las Vegas, Nevada 89102
(702) 382-2200

CERTIFICATE OF SERVICE

The undersigned hereby certifies a true and correct copy of the foregoing **NOTICE OF FORMAL HEARING** was served via email to:

1. Michael J. Oh, Esq. (Hearing Panel Chair): Michael.oh@cityofhenderson.com
2. Parish D. Heshmati, Esq. (Panel Member): Parish@halo-attorneys.com
3. Alexander Falconi (Laymember): falconiarmie@gmail.com
4. Jess Marchese, Esq. (Counsel for Respondent): marcheselaw@msn.com
5. Dan Hooge, Esq. (Bar Counsel): danh@nvbar.org

DATED this 13th day of October 2021.

By: 

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

Case No.: OBC20-1115



FILED

OCT 25 2021

STATE BAR OF NEVADA
BY: *[Signature]*
OFFICE OF BAR COUNSEL

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

STATE BAR OF NEVADA,)
)
Complainant,)
vs.)
)
HERA ARMENIAN, ESQ.,)
BAR NO. 12322)
)
Respondent.)

**STATE BAR OF NEVADA'S
FINAL DISCLOSURES OF
DOCUMENTS AND WITNESSES**

To: Hera Armenian, Esq.
c/o Jess R. Marchese, Esq.
601 South Rancho Drive, B-14
Las Vegas, Nevada 89106
Counsel for Respondent

PLEASE TAKE NOTICE that the following is a final list of witnesses and a summary of evidence which may be offered against Respondent at the time of the Formal Hearing, in the above-entitled complaint.

A. Documentary Evidence

Any and all documentation contained in the State Bar of Nevada's file including but not limited to, correspondence, emails, memorandums, text messages, notes, payments, invoices, bank records, receipts, billing entries and pleadings regarding grievance file number OBC20-1115.

Any and all documentation contained in records of the State Bar of Nevada regarding Respondent's licensure, compliance with reporting requirements, and disciplinary history.

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The State Bar reserves the right to supplement this list as necessary.

Exhibit#	Document	Bates Stamped
1.	Formal Hearing Packet	<i>will be produced prior to hearing</i>
2.	Affidavit of Prior Discipline	<i>will be produced at the time of hearing</i>
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6.	August 13, 2019 Franklin J. Elam district court complaint, case no. A-19-800100-C	SBN 001-007
7.	July 29, 2020 Adroushan Armenain settlement memorandum Check – payable to Desert Institute of Spine Care \$1,625 Check – payable to Hera Armenian \$11,655 Check - payable to Adroushan Armenian \$13,474.40 Check- payable to Core Rehab \$2,982.20	SBN 001-004
8.	August 13, 2020 Franklin Elam Settlement Agreement and Release of Claims \$7,500 – Pete Findlay Automotive, Inc.	SBN 001-006
9.	August 14, 2020 Check no 217160965 from Geico \$2,500	SBN 001
10.	September 2, 2020 Franklin Elam Settlement Agreement and Release of Claims \$2,500 - Geico	SBN 001-006
11.	September 9, 2020 Franklin Elam settlement memorandum	SBN 001
12.	September 10, 2020 Franklin Elam Amended Stipulation and Order to Dismiss filed 9/10/20	SBN 001-002
13.	September 10, 2020 Franklin Elam Notice of Entry of Amended Order for Dismissal	SBN 001-002
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15.	October 5, 2020 Check – payable to Core Rehab \$2,982.20 Check – payable to Core Rehab \$35 return fee	SBN 001

16.	October 16, 2020 State Bar letter of investigation dated 10/16/2020 sent via email with two attachments: 1) Overdraft notice and 2) Declaration of Compliance SCR 78.5	SBN 001-006
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18.	October 22, 2020 Respondent's Declaration of Compliance SCR 78.5	SBN 001
19.	November 5, 2020 Email from Respondent with initial response: Fourth Quarterly Report	SBN 001-003
20.	November 25, 2020 State Bar email to Respondent requesting bank records and client ledgers.	SBN 001
21.	January 28, 2020 [sic] State Bar no response 8.1 letter to Respondent	SBN 001
22.	February 16, 2021 Respondent's email attachment: reply to the State Bar's 8.1 letter (58 pages)	SBN 001-060
23.	February 18, 2021 State Bar email to Respondent asking clarification re: transfer of \$18,470 to NOW	SBN 001
24.	February 19, 2021 Email chain between State Bar and Respondent re: NOW transfer and Core Rehab check issued from the business account. State Bar requested client information.	SBN 001-002
25.	February 22, 2021 Email from Respondent stating she will review the file.	SBN 001-002
26.	February 28, 2021 (Sunday) Email from Respondent, attached signed settlement agreements for \$10,000 for two checks; \$7,500 from Pete Findlay automotive and \$2,500 from Geico	SBN 001-003
27.	March 11, 2021- April 9, 2021 Email chain regarding Frank Elam's settlement documents and \$18,470	SBN 001-002
28.	April 27, 2021- May 4, 2021 Email chain from Respondent requesting an extension of time	SBN 001
29.	Bank statements from First Savings Bank IOLTA trust account ending xx8217	SBN 001-028
30.	State Bar trust account reconciliation	SBN 001

The State Bar incorporates by reference all documents identified by Respondent in these matters.

///


1 **B. Witnesses and Brief Statement of Facts**

2 1. Respondent will be called and would be expected to testify regarding her conduct
3 and communications surrounding the events related to, and any and all documents pertinent to,
4 each of the charged violations of the Rules of Professional Conduct, including but not limited to
5 facts pertaining to the breach of her professional responsibilities as an attorney, her mental state
6 pursuant to ABA Standards, the harm resulting from her conduct, and any aggravating and
7 mitigating factors pursuant to Supreme Court Rule 102.5. Respondent is expected to provide
8 testimony regarding the facts and circumstances regarding OBC20-1287.

9 2. Laura Peters, an investigator with the State Bar of Nevada Office of Bar Counsel,
10 is expected to provide testimony regarding her investigation of OBC20-1115, including but not
11 limited to, information and documents provided by Respondent and Grievant(s), communications
12 with Respondent and Grievant(s), and Respondent's disciplinary history.

13 Dated this 25 day of October 2021.

14 **STATE BAR OF NEVADA**

15 
16 By: Daniel Hooe (Oct 25, 2021 10:19 PDT)
17 Daniel M. Hooe, Bar Counsel
18 3100 W. Charleston Boulevard, Suite 100
19 Las Vegas, Nevada 89102
20 (702) 382-2200
21 Attorney for State Bar of Nevada
22
23
24
25

1 **CERTIFICATE OF SERVICE**

2 The undersigned hereby certifies a true and correct copy of the foregoing **STATE BAR OF**
3 **NEVADA'S FINAL DISCLOSURE OF DOCUMENTS AND WITNESSES** was served via
4 email to:

- 5 1. Michael J. Oh, Esq. (Hearing Panel Chair): Michael.oh@cityofhenderson.com
6 2. Jess Marchese, Esq. (Counsel for Respondent): marcheselaw@msn.com
7 3. Dan Hooge, Esq. (Bar Counsel): danh@nvbar.org

8 DATED this 25th day of October 2021.
9

10 By: Sonia Del Rio
11 Sonia Del Rio, an employee of
12 the State Bar of Nevada.
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FILED

NOV 15 2021

STATE BAR OF NEVADA
BY: *[Signature]*
OFFICE OF BAR COUNSEL

Case No.: OBC20-1115

STATE BAR OF NEVADA

SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA,

Complainant,

vs.

HERA ARMENIAN, ESQ.

NV BAR No. 12322

Respondent.

AD HOC ORDER

IT IS HEREBY ORDERED that the following member of the Southern Nevada Disciplinary Board, ALEXANDER FALCONI has been released as panel member, and will be replaced by panel member DR. JO KENT MCBEATH. The hearing will be convened on the 18th day of November, 2021 at 9:00 a.m. via Zoom Video Conferencing.

DATED this 15 day of November, 2021.

STATE BAR OF NEVADA


By: *Russell E. Marsh*
Russell E. Marsh (Nov 15, 2021 14:56 PST)
Russell E. Marsh, Esq.
Nevada Bar No. 11198
Chair, Southern Nevada Disciplinary Board

CERTIFICATE OF SERVICE

The undersigned hereby certifies a true and correct copy of the foregoing **AD HOC ORDER** was served via electronic mail to:

1. Michael J. Oh, Esq. (Hearing Panel Chair): Michael.oh@cityofhenderson.com
2. Parish D. Heshmati, Esq. (Panel Member): Parish@halo-attorneys.com
- ~~3. Alexander Falconi (Laymember): falconiarmie@gmail.com~~
4. Dr. Jo Kent McBeath (Laymember): jkmcbeath@outlook.com
5. Jess Marchese, Esq. (Counsel for Respondent): marcheselaw@msn.com
6. Dan Hooge, Esq. (Bar Counsel): danh@nvbar.org

DATED this 15th day of November, 2021.

By: 
Tiffany Bradley, an employee of
the State Bar of Nevada.



FILED

Nov 16 2021

STATE BAR OF NEVADA
BY: [Signature]
OFFICE OF BAR COUNSEL

Case No.: SBN20-00002

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

STATE BAR OF NEVADA,)
)
Complainant,)
vs.)
)
Hera Armenian, ESQ.,)
Nevada Bar No. 12322)
)
Respondent.)
)

**CONDITIONAL GUILTY PLEA IN
EXCHANGE FOR A STATED FORM
OF DISCIPLINE**

Hera Armenian, Esq. (hereinafter "Respondent"), Bar No. 12322, hereby tenders a Conditional Guilty Plea (hereinafter "Plea") pursuant to Nevada Supreme Court Rule ("SCR") 113(1) and agrees to the imposition of the following Stated Form of Discipline in the above captioned case.

I. CONDITIONAL GUILTY PLEA

1. Respondent is currently an active member of the State Bar of Nevada (hereinafter "State Bar") having been licensed to practice law in the State of Nevada since May 2012, and at all times pertinent to this Complaint having a principal place of business for the practice of law located in Clark County, Nevada.

2. Respondent has engaged in the following acts of misconduct in violation of RPC 1.15 (Safekeeping) and 8.1 (Disciplinary Matters) warranting the imposition of professional discipline as set out herein.

1 3. The Southern Nevada Disciplinary Board has jurisdiction over Respondent
2 and the subject matter of these proceedings pursuant to SCR 99.

3 **II. STIPULATION OF FACTS**

4 4. The Parties stipulate to the facts alleged in paragraphs 2-21 of the Complaint
5 filed on August 31, 2021 in this matter.

6 **III. RULE VIOLATIONS**

7 5. Respondent violated RPC 1.15 (Safekeeping), which states,

- 8 a. A lawyer shall hold funds or other property of clients or third persons that is
9 in a lawyer's possession in connection with a representation separate from
10 the lawyer's own property. All funds received or held for the benefit of clients
11 by a lawyer or firm, including advances for costs and expenses, shall be
12 deposited in one or more identifiable bank accounts designated as a trust
13 account maintained in the state where the lawyer's office is situated, or
14 elsewhere with the consent of the client or third person. Other property in
15 which clients or third persons hold an interest shall be identified as such and
16 appropriately safeguarded. Complete records of such account funds and other
17 property shall be kept by the lawyer and shall be preserved for a period of
18 seven years after termination of the representation.
- 19 b. A lawyer may deposit the lawyer's own funds in a client trust account for the
20 sole purpose of paying bank service charges on that account, but only in an
21 amount necessary for that purpose.
- 22 c. A lawyer shall deposit into a client trust account legal fees and expenses that
23 have been paid in advance, to be withdrawn by the lawyer only as fees are
24 earned or expenses incurred.
- 25 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.

 6. Respondent violated RPC 1.15(a) by misappropriating \$2,982.20 from her
father's settlement and \$5,000 from an unknown client.

1 7. Alternatively, Respondent violated RPC 1.15(a) by commingling \$5,000 in
2 earned fees with client property.

3 8. Respondent also violated RPC 1.15(a) by not maintaining “complete
4 records” of the client trust account for at least seven years.

5 9. Respondent violated RPC 8.1, which states, “An applicant for admission to
6 the bar, or a lawyer in connection with a bar admission application or in connection with
7 a disciplinary matter, shall not:

8 a. Knowingly make a false statement of material fact; or

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

12 10. Respondent violated RPC 8.1 by not responding to the State Bar’s lawful
13 demands for information about the \$18,470 electronic transfer.

14 **IV. MENTAL STATE AND INJURY OR POTENTIAL INJURY**

15 11. Respondent’s mental state pursuant to the above misconduct was knowing,
16 in that she knew or should have known had she kept and reviewed proper accounting
17 records that she was dealing improperly with client property.

18 12. Respondent’s misconduct resulted in injury and potential injury to her
19 father, the unknown client, and other clients with funds in the trust account.

20 **V. AGGRAVATION/MITIGATION**

21 13. Pursuant to SCR 102.5(1) (Aggravation and Mitigation), the Parties
22 considered the following ***aggravating*** factors as they relate to the discipline to be
23 imposed:

24 (d) multiple offenses.

1 115. Pursuant to SCR 102.5(2) (Aggravation and Mitigation), the Parties
2 considered the following *mitigating* factors as they relate to the discipline to be
3 imposed:

- 4 (a) absence of a prior disciplinary record;
- 5 (f) inexperience in the practice of law; and
- 6 (m) remorse.

7 **VI. STATED FORM OF DISCIPLINE**

8 Based upon the above and foregoing, the Parties agree to recommend attorney
9 discipline subject to the following conditions.

10 14. The baseline sanction for the agreed misconduct is reprimand pursuant to
11 ABA standard 4.12:

12 Suspension is generally appropriate when a lawyer knows or
13 should know that she is dealing improperly with client
 property and causes injury or potential injury to a client.

14 **VII. STAYED SUSPENSION AND PROBATION**

15 15. Respondent's guilty plea is conditioned upon receiving a one-year
16 suspension, which would be stayed for one year.

17 16. **Conditions.** Respondent would complete the following conditions of
18 probation:

- 19 17. Quarterly reports to the State Bar, which include;
 - 20 a. Caseload status;
 - 21 b. Trust accounting (if appropriate), including account journals, client
 - 22 ledgers, support records (such as returned checks and invoices) and
 - 23 monthly reconciliation of those records with the bank's records;

24 18. A limitation against solo practice during the period of probation;

1 19. Completing 6 hours of continuing legal education or the equivalent on
2 accounting for client property;

3 20. Submitting to binding fee arbitration or making restitution for the
4 \$2,982.20 misappropriated from her father's settlement and the \$5,000 misappropriated
5 from an unknown client;

6 21. **Costs.** Respondent shall pay the costs of reporting, accounting, continuing
7 education, and the hard costs of the proceedings pursuant to SCR 120. Failure to pay the
8 SCR 120 costs within 30 days of a Supreme Court order accepting this agreement shall
9 constitute a breach.

10 22. **Monitoring.** The Office of Bar Counsel shall monitor the lawyer's
11 compliance with the conditions of probation.

12 23. **Breach procedure.**

13 a. If bar counsel determines that Respondent has breached a term of this
14 agreement, bar counsel shall notify the Respondent of the alleged breach and
15 provide the Respondent with 14 days to submit a written response after receipt of
16 such notice. Bar counsel may withdraw the notice of alleged breach based upon the
17 written response and related communications.

18 b. If bar counsel does not withdraw the notice, then bar counsel may request
19 that the disciplinary panel that approved this agreement reconvene to hear the
20 matter and issue an order. Bar counsel shall notify Respondent of such request by
21 serving the notice of hearing on Respondent. The hearing panel shall convene
22 within 30 days of the request. In proceedings for alleged breach, bar counsel shall
23 have the burden to establish any breach of this agreement by a preponderance of
24 the evidence. Respondent shall have the burden to establish justification for any
25

1 such breach by a preponderance of the evidence. Bar counsel retains the right to
2 move the Nevada Supreme Court directly for relief where appropriate.

3 c. If the hearing panel finds a breach to be material and without justification,
4 the panel shall terminate this agreement and, in addition to the sanctions already
5 imposed, impose stayed sanctions, alternative sanctions enumerated in this
6 agreement, or more severe sanctions for any underlying grievance(s) to which
7 Respondent has pleaded guilty.

8 d. If the hearing panel finds that no breach occurred, or that the breach was
9 immaterial or with justification, the panel may modify the conditions of probation
10 or direct the parties to proceed in accordance with it.

11 24. Once the Supreme Court has reviewed and approved this agreement,
12 Respondent waives any right to further review by the Supreme Court for breach
13 proceedings unless the disciplinary panel's decision was arbitrary and capricious. Any
14 future misconduct by Respondent that triggers a breach hearing and sanction pursuant
15 to this section of the agreement shall not act as issue or claim preclusion against the Bar
16 and may result in additional sanctions through a separate proceeding.

17 25. Independent Charges. A probation breach shall not preclude bar counsel
18 from filing independent disciplinary charges based on the same conduct as alleged in the
19 violation report. Bar counsel may join the cases if it will simplify the panel's decision-
20 making process or reduced costs.

21 **VIII. CONDITIONAL AGREEMENT BY THE STATE BAR**

22 Conditional to approval of this Plea by the Southern Nevada Formal Disciplinary
23 Panel and an Order approving this Plea, the State Bar accepts the terms of Respondent's
24 conditional guilty plea.
25

1 **VIII. CONDITIONAL AGREEMENT BY THE STATE BAR**

2 Conditional to approval of this Plea by the Southern Nevada Formal Disciplinary
3 Panel and an Order approving this Plea, the State Bar accepts the terms of Respondent's
4 conditional guilty plea.

5 **IX. APPROVAL OF RESPONDENT**

6 Having read the Plea and being satisfied with it, the same is hereby approved by
7 Respondent. Respondent fully understands the terms and conditions set forth herein
8 and enters into this Plea freely and voluntarily.

9 DATED this 16th day, November 15, 2021.

10
11 H. Armenian
12 Hera Armenian
13 Nevada Bar No. 12322
 2580 Sorrel St.
 Las Vegas, NV 89146

14 **X. APPROVAL OF BAR COUNSEL**

15 Having read the Plea tendered by Respondent and being satisfied with the
16 contents therein, I hereby approve and recommend this Plea for approval by the Formal
17 Hearing Panel.

18 DATED this ____ day, November 15, 2021.

19 STATE BAR OF NEVADA
20 Daniel M. Hooe, Bar Counsel

21 Daniel Hooe
 Daniel Hooe (Nov 16, 2021 15:39 PST)


22 DANIEL HOOGE
23 Bar Counsel
24 Nevada Bar No.
 3100 W. Charleston Blvd., Ste. 100
 Las Vegas, NV 89102

CERTIFICATE OF SERVICE

The undersigned hereby certifies a true and correct copy of the foregoing **CONDITIONAL GUILTY PLEA IN EXCHANGE FOR STATED FORM OF DISCIPLINE** was served via electronic mail to:

1. Michael J. Oh, Esq. (Hearing Panel Chair): Michael.oh@cityofhenderson.com
2. Parish D. Heshmati, Esq. (Panel Member): Parish@halo-attorneys.com
3. Dr. Jo Kent McBeath (Laymember): jkmcbeath@outlook.com
4. Jess Marchese, Esq. (Counsel for Respondent): marcheselaw@msn.com
5. Dan Hooge, Esq. (Bar Counsel): danh@nvbar.org

DATED this 16th day of November, 2021.

By: 
Tiffany Bradley, an employee of
the State Bar of Nevada.



FILED

DEC - 2 2021

STATE BAR OF NEVADA
BY: *[Signature]*
OFFICE OF BAR COUNSEL

Case No.: SBN20-00002

STATE BAR OF NEVADA
SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA,)
)
Complainant,)
)
vs.)
)
HERA ARMENIAN,)
STATE BAR NO. 12322)
)
Respondent.)

FINDINGS OF FACT,
CONCLUSIONS OF LAW, AND
RECOMMENDATION AFTER
FORMAL HEARING

This matter involving attorney Hera Armenian, Esq. ("Respondent"), Bar No. 12322, initially came before a designated Formal Hearing Panel of the Southern Nevada Disciplinary Board ("Panel") at 9:00 a.m. on November 18, 2021, via remote audio/visual appearance using Zoom hosted from Las Vegas, Nevada. The Panel consisted of Chair Michael J. Oh, Esq.; Parish D. Heshmati, Esq.; and Jo Kent McBeath, Laymember. Bar Counsel Daniel Hooge, Esq., represented the State Bar of Nevada ("State Bar"). Respondent was present and represented by Jess R. Marchese, Esq.

The State Bar presented materials consisting of pleadings and State Bar documents, which were admitted into evidence as Exhibits 1 through 30.

1 The Panel also heard statements from both parties and testimony from
2 Respondent.

3 Based upon the evidence presented and testimony received, the Panel
4 unanimously issues the following Findings of Fact, Conclusions of Law, and
5 Recommendation:

6 **FINDINGS OF FACT**

7 1. Attorney HERA ARMENIAN, Esq. ("Respondent"), Bar No. 12322, at all
8 times pertinent to the allegations in this matter was an active member of the State Bar of
9 Nevada and had her principal place of business for the practice of law located in Clark
10 County, Nevada.

11 2. On September 24, 2020, the Office of Bar Counsel (OBC) received a notice
12 from First Savings Bank that the IOLTA managed by attorney Hera Armenian had
13 insufficient funds to satisfy a check.

14 3. Armenian wrote a check for \$2,982.20 but the IOLTA account only had
15 \$5.80.

16 4. OBC investigator Laura Peters sent a Letter of Investigation to Armenian
17 requesting a ledger for the account and for all clients with funds in the account in the last
18 6 months.

19 5. Armenian responded with a certification that she maintained ledgers.
20 However, she provided no ledgers.

21 6. Armenian provided 6 months of bank statements.

22 7. OBC investigator Laura Peters reviewed the bank statements.

23 8. On March 31, 2020, the IOLTA account started with a balance of \$5,496.65.

24 9. Armenian was unable to identify to whom the initial balance belonged.

10. Other than interest accrued, the account remained dormant until Armenian received a deposit of \$35,000 on July 24 for a personal injury settlement for her father. The account held \$40,493.40.

11. Over the next two weeks Armenian distributed \$32,019.52 of her father's \$35,000 settlement. These distributions included \$13,474.40 to her father and \$11,655.00 to herself as fees.

12. By September 2, 2020, Armenian held \$8,475.80 in the client trust or IOLTA account. Of the IOLTA balance, \$2,980.48 belonged to her father's lienholders and the remaining \$5,495.32 came from the initial balance for which Armenian could not identify an owner.

13. On September 9, 2020, Armenian deposited a settlement of \$10,000 for Franklin Elem.

14. After the Elem settlement deposit, Armenian held \$18,475.80 in trust for her clients. Individual client balances included \$2,980.48 to her father, \$5,495.32 to an unidentified owner, and \$10,000 to Elem.

15. On September 11, 2020, Armenian electronically transferred \$18,470 from the client trust account or IOLTA into her operating account. This transfer left only \$5.80 in the account.

16. This low balance caused the bank to decline the check of \$2,982.20 on September 24, two weeks later. This is also when the bank notified the State Bar of the overdraft.

17. Armenian wrote the \$2,982.20 check to satisfy a lienholder in her father's case. Her father's balance should have been \$2,980.48.

18. Armenian justified the \$18,475.80 transfer as fees in the Franklin Elem case. Armenian provided a settlement memorandum signed by Elem, which distributed the entire \$10,000 settlement to Armenian. However, Elem's case only settled for \$10,000.

19. Because Armenian electronically transferred \$18,470, she exceeded Elem's settlement by \$8,470.

20. Peters sent multiple requests to Armenian for an explanation or accounting to explain the \$18,470 electronic transfer. Armenian stopped communicating with Peters.

21. Armenian did pay the provider in her father's case \$2,982.20 on October 5. But she covered the payment from her operating account.

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).

4. The Panel unanimously finds that the foregoing findings of fact prove by clear and convincing evidence that:

a. COUNT ONE:

i. Respondent violated RPC 1.15 (Safekeeping of Property) when she transferred \$18,475.80 from her client trust account to her operating account. While Respondent earned \$10,000 as fees in the Franklin Elem matter, Respondent misappropriated \$2,982.20 from her father's settlement, and \$5,493.60 from an unknown client.

ii. Respondent violated RPC 1.15 (Safekeeping of Property) by not keeping “complete records” of the client trust account for at least five years.

iii. Respondent knew or should have known that she was dealing improperly with her clients' property.

iv. Respondent's misconduct potentially injured her father and the unknown client by risking nonrecovery if she was unable to repay the amounts she misappropriated. She also injured the reputation of the bar and the legal system.

b. COUNT TWO:

i. Respondent violated RPC 8.1 (Bar Admission and Disciplinary Matters) when she failed to respond to the OBC's lawful demands for information about the \$18,470 electronic transfer.

ii. Respondent acted with knowledge. Which means that she held the conscious awareness of the nature or attendant circumstances of the conduct but without the conscious objective or purpose to accomplish a particular result.

iii. Respondent's refusal to answer the State Bar prevented the State Bar from fulfilling its duty to protect the public, injured the reputation of the bar, and injured the public's faith in the legal system.

5. The appropriate level of discipline must be determined considering “all relevant factors and mitigating circumstances on a case-by-case basis.” *State Bar of*

1 *Nevada v. Claiborne*, 104 Nev. 11, 219, 756 P.2d 464, 531 (1988). The Panel evaluated the
2 American Bar Association Standards for Imposing Lawyer Sanctions' four factors to be
3 considered in determining the appropriate disciplinary sanction: "the duty violated, the
4 lawyer's mental state, the potential or actual injury caused by the lawyer's misconduct,
5 and the existence of aggravating or mitigating factors." *See In re Discipline of Lerner*, 124
6 Nev. 1232, 1246, 197 P.3d 1067, 1078 (2008).

7 6. Pursuant to Standard 4.12 of the ABA Standard for Imposing Lawyer
8 Sanctions, "Suspension is generally appropriate when a lawyer knows or should know that
9 she is dealing improperly with client property and causes injury or potential injury to a
10 client."

11 7. Pursuant to Standard 7.2 of the ABA Standard for Imposing Lawyer
12 Sanctions, "Suspension is generally appropriate when a lawyer knowingly engages in
13 conduct that is a violation of a duty owed as a professional and causes injury or potential
14 injury to a client, the public, or the legal system."

15 8. Pursuant to SCR 102.5, the Panel unanimously found the following
16 **aggravating** factor exists:

17 (d) multiple offenses.

18 9. Pursuant to SCR 102.5, the Panel unanimously found the following
19 **mitigating** factors exist:

20 (a) absence of a prior disciplinary record;

21 (f) inexperience in the practice of law; and

22 (m) remorse.

10. The Panel unanimously found that Respondent's stated form of discipline of a one-year suspension, which would be stayed for one year is an appropriate sanction given the baseline sanction, the aggravating, and the mitigating factors.

RECOMMENDATION

Based upon the foregoing Findings of Fact and Conclusions of Law, the Panel hereby recommends that:

1. Respondent receive a one-year suspension, stayed for one year during which Respondent would submit to supervised probation.

2. **Conditions.** Respondent would complete the following conditions of probation:

3. Quarterly reports to the State Bar, which include;

a. Caseload status;

b. Trust accounting (if appropriate), including account journals, client ledgers, support records (such as returned checks and invoices) and monthly reconciliation of those records with the bank's records;

4. A limitation against solo practice during the period of probation;

5. Completing 6 hours of continuing legal education or the equivalent on accounting for client property;

6. Submitting to binding fee arbitration or making restitution for the \$5,000 misappropriated from an unknown client;

/ / /

///

///

///

7. Respondent should pay costs, provided for in SCR 120, of \$2,500 plus the hard costs of these proceedings. Respondent should make such payment within 30 days after the issuance of the Nevada Supreme Court's Order approving and accepting this Recommendation and Respondent's Plea.

DATED this Dec 2, 2021 day of December 2021.

Michael Oh

Michael Oh (Dec 2, 2021 08:35 PST)

MICHAEL J. OH, ESQ., Chair
Southern Nevada Disciplinary Panel



FILED

DEC 13 2021

STATE BAR OF NEVADA

BY

OFFICE OF BAR COUNSEL

Case No.: SBN20-00002

STATE BAR OF NEVADA

SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA,)
)
Complainant,)
)
vs.)
)
HERA ARMENIAN,)
STATE BAR NO. 12322)
)
Respondent.)

STATE BAR OF NEVADA'S
MEMORANDUM OF COSTS

Description	Amount
Court Reporter Fee & Transcript Fee Hearing Held November 18, 2021	\$1,047.50
Certified Mailing (\$6.86 x 1)	\$6.86
SCR 120 costs	\$2,500.00
Total:	\$3,554.36

1. I am 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.

1 True and correct copies of invoices supporting these costs are attached to this
2 Memorandum of Costs.

3 3. As stated in the Findings of Fact, Conclusions of Law and
4 Recommendation, Respondent shall be ordered to pay the fees and costs of these
5 proceedings within thirty (30) days of the Issuance of the Nevada Supreme Court
6 Order matter pursuant to Supreme Court Rule 120(1).

7
8 Dated this 13th day of December 2021.

STATE BAR OF NEVADA

9
10 
11 By: Daniel Hooge (Dec 13, 2021 08:36 PST)
12 Daniel M. Hooge, Bar Counsel
13 Nevada Bar No. 10620
14 3100 W. Charleston Blvd, Suite 100
15 Las Vegas, Nevada 89102
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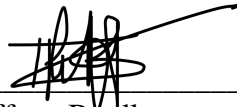
1 **CERTIFICATE OF SERVICE**

2 The undersigned hereby certifies a true and correct copy of the foregoing **STATE BAR OF**
3 **NEVADA'S MEMORANDUM OF COSTS** was served via electronic mail to:

- 4
- 5 1. Jess Marchese, Esq. (Counsel for Respondent): marcheselaw@msn.com
 - 6 2. Dan Hooge, Esq. (Bar Counsel): danh@nvbar.org

7 DATED this 13th day of December, 2021.

8

9 By:  _____
10 Tiffany Bradley, an employee of
11 the State Bar of Nevada.

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First Legal Depositions

1517 Beverly Boulevard
Los Angeles, CA 90026
Phone: (855)-348-4997



State Bar of Nevada
Daniel Hooge
3100 W. Charleston Suite 100
Las Vegas, NV 89102

Invoice #71727

Date	Terms
12/02/2021	Net 30

Job #65424 on 11/18/2021 at 9:00 AM PT

Firm Case#: OBC20-1115

Case: State Bar of Nevada vs. Hera Armenian, Esq.

Location: Conference Room

Shipped On: 12/02/2021

Shipped Via: Email Only

Delivery Type: Normal

Services: Court Reporter

Description	Price	Amount
Original Transcript of Hearing		
Original & One - Electronic (35 Pages)	\$ 5.50	\$ 192.50
Per Diem (Half Day)	\$ 750.00	\$ 750.00
Condensed Transcript	\$ 25.00	\$ 25.00
Processing & Handling	\$ 50.00	\$ 50.00
Remote Surcharge (50 Page Minimum) (50 Pages)	\$ 0.60	\$ 30.00
		<hr/>
		\$ 1,047.50

Amount Due: \$ 1,047.50

Paid: \$ 0.00

Balance Due:	\$ 1,047.50
Payment Due:	01/01/2022

We appreciate your business - Where the client comes first!

Billing questions? Please call us at (855) 348-4997 or email us at depoclientcare@firstlegal.com

Remit Payment To: First Legal Deposition Services LLC

P.O. Box 841441

Dallas, TX 75284-1441

Tax ID: 46-3364757

First Legal Depositions

Phone: 855-348-4997

TB 12/06/21

LAS VEGAS NV 890
3 SEP 2021 PM 5 L



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box •



STATE BAR OF NEVADA

3100 W. Charleston Blvd Ste 100
Las Vegas, NV 89102
www.nvbar.org

OBC20-1115
Complaint

ATTN: Tiffany Bradley
Discipline Department

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:

Hera Armenian, Esq.
2580 Sorrel St.,
Las Vegas, Nevada 89146

2. Article Number (Transfer from service label)

7018 3090 0000 3915 4356

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

C19

☐ Agent☐ Addressee

B. Received by (Printed Name)

F-MCOO9

C. Date of Delivery

9/3/21

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below:

☐ No

RECEIVED BY
SEP 08 2021
STATE BAR OF NEVADA

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

PS Form 3811, July 2015 PSN 7530-02-000-9053

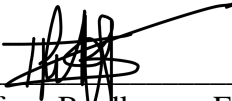
Domestic Return Receipt

1 **CERTIFICATE OF SERVICE**

2 The undersigned hereby certifies that a true and correct copy of the foregoing **RECORD**
3 **ON APPEAL** was placed in a sealed envelope and sent by certified mail in Las Vegas, Nevada,
4 postage fully prepaid thereon for certified mail addressed to:

- 5 1. Jess Marchese, Esq. [\(Counsel for Respondent\):](mailto:marcheselaw@msn.com)
marcheselaw@msn.com
6 2. Dan Hooge, Esq. (Bar Counsel): danh@nvbar.org

7 DATED this 7th day of February 2022.

8 
9 _____
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 HERA ARMENIAN, ESQ.)
5 NEVADA BAR NO. 12322)
6)
7 _____)

Case No. _____

8
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10
11 **VOLUME II**

12
13 **RECORD OF DISCIPLINARY PROCEEDINGS,**
14 **PLEADINGS AND TRANSCRIPT OF HEARING**

15
16
17
18
19
20 Daniel M. Hooge, Esq.
21 Nevada Bar No. 10620
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

Hera Armenian, Esq.
Nevada Bar No. 12322
Jess R. Marchese, Esq.
Nevada Bar No. 8175
601 South Rancho Drive, B-14
Las Vegas, NV 89106
Counsel for Respondent

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6	SBN Exhibit 23 – SBN email to Respondent dated 02/18/2021	ROA Page 272	III
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STATE BAR OF NEVADA
SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA,)	
)	
Complainant,)	
)	
vs.)	
)	
HERA ARMENIAN, ESQ.,)	
Nevada Bar No. 12322,)	
Respondent.)	
_____)	

REPORTER'S TRANSCRIPT OF ZOOM HEARING PROCEEDINGS
BEFORE HEARING PANEL CHAIR OH
Grievance File No.: OBC20-1115
Taken on Thursday, November 18, 2021
At 9:05 a.m.
Las Vegas, Nevada

Reported by: Carla N. Bywaters, CCR 866
Job No. 65424

1 APPEARANCES:

2 Panel Members:

3 Michael J. Oh, ESQ., Hearing Chair

4 Parish D. Heshmati, ESQ., Panel Member

5 Jo Kent McBeath, Lay Member

6 Also Present:

7 Daniel M. Hooge, ESQ., Bar Counsel

8 Tiffany Bradley, Hearing Paralegal

9 Jess R. Marchese, ESQ., Counsel for Respondent

10 Hera Armenian, ESQ., Respondent

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1	E X H I B I T S		
2	(Retained by State Bar of Nevada)		
3	NUMBER	DESCRIPTION	ADMITTED
4	Complainant's		
5	1	State Bar Formal Hearing Packet	8
6	2	Declaration of Tiffany Bradley, Custodian of Records	8
7	3	08/17/17 Franklin Elam Retainer Agreement	8
8			
9	4	06/20/19 Adroushan Armenian Retainer Agreement	8
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14	8	Elam Settlement Agreement and Full Release	8
15	9	Copy of GEICO \$2,500 Check	8
16			
17	10	GEICO Settlement Agreement and Complete and Absolute Release of all Claims	8
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20	12	Amended Stipulation and Order to Dismiss	8
21	13	Notice of Entry of Amended Order for Dismissal	8
22	14	First Savings Bank Overdraft Notice	8
23			
24	15	Copies of Core Rehab Checks	8
25	16	10/16/20 E-mail, SBN to Respondent	8

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E X H I B I T S
(Retained by State Bar of Nevada)

NUMBER	DESCRIPTION	ADMITTED
Complainant's		
17	10/22/20 E-mail, SBN to Respondent	8
18	10/22/20 Respondent's Declaration of Compliance	8
19	11/05/20 E-mail, Respondent to SBN	8
20	11/25/20 E-mail, SBN to Respondent	8
21	01/28/20 Letter, SBN to Respondent	8
22	02/16/21 E-mail, Respondent to SBN	8
23	02/18/21 E-mail, SBN to Respondent	8
24	02/19/21 E-mail, SBN to Respondent	8
25	02/22/21 E-mail, Respondent to SBN	8
26	02/28/21 E-mail, Respondent to SBN	8
27	04/09/21 E-mail, Respondent to SBN	8
28	05/04/21 E-mail, Respondent to SBN	8
29	First Savings Bank, Bank Statements	8
30	IOLTA # [REDACTED] 217 Account Audit	8

1 P R O C E E D I N G S

2 LAS VEGAS, NEVADA; NOVEMBER 18, 2021;

3 9:05 A.M.

4 - - -

5 CHAIR OH: All right. Good morning, everyone.

6 It looks like we are here for the Formal Disciplinary
7 Hearing, State Bar of Nevada versus Hera Armenian, Bar
8 No. 12322, State Bar Case SBN20-00002.

9 It looks like we have everyone present, and
10 we'll get started with introductions. I'll start first.
11 I'm Michael Oh. I'm the designated Panel Chair for this
12 panel, and we'll go ahead with the other panel members,
13 and we'll start with State Bar and Respondent and her
14 attorney.

15 MS. ARMENIAN: Hera Armenian, present.

16 MR. MARCHESE: I'm Jess Marchese on behalf of
17 Ms. Armenian.

18 MR. HOOGE: Dan Hooge for the State Bar.

19 MR. McBEATH: J.K. McBeath, Lay Member.

20 MR. HESHMATI: Parish Heshmati, Panel Member.

21 CHAIR OH: And we also have Ms. Bradley with
22 the State Bar, as well, and the court reporter. Do we
23 have any housekeeping items that we need to discuss
24 before we proceed? No? Okay.

25 All right. Let's get started. It looks like

1 there was a Conditional Guilty Plea, and I believe that
2 was sent out to all of the panel members, and we'll go
3 ahead and get started with State Bar.

4 MR. HOOGE: Thank you, Mr. Chair. What I'll
5 do is I'll briefly just go over the Conditional Guilty
6 Plea and the terms if I could just share my screen.

7 All right. Can everyone see my screen?

8 MS. BRADLEY: Yes.

9 MR. HOOGE: Okay. All right. If you'll go to
10 the Conditional Guilty Plea first. To start off, I just
11 wanted to go over some of the facts. In the Conditional
12 Guilty Plea, it just says that the parties stipulate to
13 the facts alleged in paragraphs 2 through 21, and so
14 I'll go back to the Complaint itself and kind of go over
15 those.

16 The Office of Bar Counsel received a notice
17 from First Savings Bank on September 24th, 2020, and
18 that a check had bounced from Attorney Hera Armenian's
19 IOLTA account. She had written a check for \$2,982.20,
20 but the account only had \$5.80, so we had an
21 investigator send a letter to Ms. Armenian of
22 investigation to figure out what happened and what went
23 wrong.

24 She responded that everything was okay and
25 provided six months of bank statements, but the

1 investigator, Laura Peters, looked more deeply into it,
2 and kind of this is the summary that she came up with.
3 And, actually, what I'm going to do is I think it's
4 easier to see numerically, so I'm going to switch over
5 and --

6 And, actually, I'm sorry, Panel Chair, I
7 forgot at the beginning. I would move to admit State
8 Bar's Exhibits 1 through 30 into evidence.

9 CHAIR OH: Mr. Marchese, any objection?

10 MR. MARCHESE: Court's indulgence.

11 (Pause in proceedings.)

12 MR. HOOGE: And just so everyone's aware, we
13 sent out the Formal Hearing Packet, which has the
14 Complaint and several of the pleadings. Those actually
15 consist of Exhibits 1 and 2, and then Exhibits 3 through
16 30, the panel has not received yet. But we did send
17 that to the Respondent and Mr. Marchese.

18 MR. MARCHESE: Mr. Hooge is correct. The
19 reason for the delay is that late last night and early
20 this morning I spoke with my client and she believes --
21 I'm believing her to have some reticence into going
22 forward here today with the plea agreement. So, based
23 upon that, I just wanted to make a record of that.

24 Obviously, I cannot make any decisions in
25 reference to accepting negotiations on her behalf, so

1 that will have to come from her, obviously.

2 CHAIR OH: Okay. So why don't we go through
3 each of the exhibits that you want to go ahead, and as
4 you go through, and you're going to discuss them, I'll
5 have those admitted individually.

6 MR. HOOGE: Okay. So we'll start off with
7 Exhibit 30, this is an exhibit from the State Bar of
8 Nevada. This is what Investigator Laura Peters put
9 together, which is a summary of the IOLTA trust account,
10 and that's for the period of, essentially, March 2020
11 through December 2020.

12 CHAIR OH: Okay. Mr. Marchese, do you have
13 any objections to this being admitted into evidence,
14 Exhibit 30?

15 (Pause in proceedings.)

16 MR. MARCHESE: No objection. And if the State
17 Bar wants to go ahead with the exhibits, we will
18 stipulate. Obviously, everyone here volunteers, and
19 they're here just because they want to help out the
20 betterment of the community. So I would rather, in the
21 interest of judicial economy, move this along.

22 CHAIR OH: So we'll go ahead and admit State
23 Bar's Proposed Exhibits 3 through 30. I guess 1 and 2
24 as well, correct, so 1 through 30.

25 (Exhibits 1 through 30 were admitted into

1 evidence.)

2 MR. HOOGE: Thank you. Briefly, I'm just
3 going to give a quick overview. You can see the account
4 here in March of 2020. I don't know why that says "30."
5 It should say "20." But the opening balance is
6 \$5,496.65. This -- part of the issue in the Complaint
7 is that Ms. Armenian had no records for this balance, so
8 we don't actually know where this comes from or to which
9 client it belongs.

10 But you can see there's no real activity for
11 the first few months of 2020 and -- well, actually, we
12 only start at March -- but from March through about
13 July. Then we have a \$35,000 settlement here from USAA.
14 That's on her father's case, and she immediately
15 disburses some to him and also she takes out some for
16 her fees. And these are providers that she pays out to
17 Southern Nevada and SM Imaging and Desert Spine, and
18 then you can see down here the balance gets to about
19 \$8,000 by September.

20 Now, on September 9th, she receives another
21 settlement of \$10,000 for Frank Elam, and then about two
22 days later, she takes out \$18,470. Now, this is the
23 transaction right here that is a big issue in the case,
24 because that left only \$5.80 in there, and then she
25 tried to pay another provider for her father two weeks

1 later, and it bounced because there was only \$5.80 in
2 the account.

3 And so this is -- well, the starting balance
4 and not knowing whose money that is and then this taking
5 out the \$18,000 are the principal issues in the case.
6 And so -- and just in going through this, we notice that
7 the, you know, obviously, when she took out the \$18,000,
8 on paragraph 14, it said that, obviously, that the
9 individual client balances at that time were her father
10 had \$2,980.48 in the account.

11 And that was reverse engineered. That's what
12 our accountants had to come up with, because we were not
13 provided with ledgers for each account. The \$5,495.32
14 were to an unidentified owner. That also could have
15 been fees left in the account. We're not sure if that
16 belonged to a client or if that was just commingled by
17 Ms. Armenian, and it was her fees that were left in, and
18 then there's also \$10,000 to Elam.

19 And so, ultimately, those were the issues, the
20 big issues. We had down here Peters, Laura Peters, our
21 Investigator, sent multiple requests to Armenian for an
22 explanation or accounting to explain the \$8,000
23 transfer, and we got no response, and we received no
24 documentation, no explanation, nothing for it.

25 And so we had charged originally it as an --

1 and, obviously, there was the \$2,982 of misappropriation
2 that was misappropriated. It was taken from her father
3 and put into her operating account, and then another
4 \$5,000 from the unknown source.

5 We don't know if that was hers. If it was
6 hers, then it's commingling. If it was not hers and a
7 client's, then that was misappropriation. Either way,
8 it's a violation of RPC 1.15. And then also there's a
9 violation of 8.1 for failing to respond to the Bar at
10 the end to answer their questions about that \$18,000.

11 And so, that's just a brief overview of the
12 case and the facts in the case. And I went over the two
13 different charges. It's just two. It's RPC 1.15 and
14 then RPC 8.1. RPC 1.15 is the safekeeping rule that
15 deals with IOLTA and trust accounts, and 8.1 is the rule
16 that states that you must respond to the State Bar based
17 on a lawful inquiry.

18 And so, just going through the different
19 factors, we always take a look at mental state and then
20 injury to get a baseline sanction, and in this case when
21 it comes to trust accounting, it's always a know or
22 should have known standard.

23 And this isn't a case of intentional
24 conversion. We don't believe that she intentionally
25 tried to steal it. We think it was more just sloppy

1 bookkeeping, basically, and not paying attention to the
2 records, not keeping records. But also 8.1, she knew
3 that she was supposed to respond. She didn't respond.

4 And then, when we talk about injury, this is
5 her -- there was injury or potential injury to her
6 father and this unknown client and other clients if the
7 money was commingled in there. The problem with
8 commingling is, obviously, if there's some sort of lien
9 against the attorney, someone could actually attach the
10 client trust account if they could prove that part of
11 that is the client's money. And then it causes all
12 kinds of problems, so it puts that client money at risk.

13 And so the baseline, when you look at those
14 under Standard 4.12, is a baseline of suspension if it's
15 a knowing incident with potential injury or actual
16 injury. I will note that in this case she did actually
17 repay that money to the father and make that -- well,
18 the father's lienholder and make that account good. We
19 still don't really know to whom the \$5,000 belongs, and
20 so -- but I'll address that later here in the
21 Conditional Guilty Plea.

22 For aggravation and mitigation, there's only
23 one aggravating factor, just the multiple offenses, and
24 that's just because it's the RPC 1.15 and also 8.1, and
25 the Rule says, you know, we kind of come up with one

1 particular sanction. But, in considering it, we look at
2 if there's multiple offenses, kind of look at the worst
3 one, which in this case would be the RPC 1.15, the
4 safekeeping, and then just kind of adjust that maybe a
5 little upward for the other one, which is the 8.1, no
6 response.

7 But there are several mitigating factors that
8 we had agreed to, absence of a prior disciplinary
9 record. She has a clean record, never been disciplined
10 before. Inexperience in the practice of law, this one's
11 kind of close. The basic rule of thumb is 10 years.
12 And so, if you have 10 years or less, you're generally
13 inexperienced or considered inexperienced, and over 10
14 years, you're considered experienced. So I think she
15 was -- correct me if I'm wrong, but I think she was
16 licensed in 2012, so she's at about nine years now.

17 And then just remorse. And for what's going
18 on now, she has hired Mr. Marchese and, since then, has
19 answered the Complaint and been more involved in the
20 proceeding and understands exactly, you know, what the
21 problem was. And so, again, I said the baseline is
22 suspension under ABA Standard 4.12.

23 And so this is the terms of the Conditional
24 Guilty Plea that we propose, which is a one-year
25 suspension, but stayed, and placed on probation for one

1 year. The conditions of probation would be quarterly
2 reports to the State Bar, nothing too extensive, just
3 caseload status, you know, how many active cases are you
4 handling.

5 Trust accounting, I know she's moved on, so
6 this may not apply. She may not be handling any trust
7 accounts anymore, and if that's the case, that's fine.
8 But if she does move into a situation where she is
9 accounting for -- she uses an IOLTA account and she's
10 holding client monies, then she would have to include
11 account journals, ledgers, and support records, and
12 monthly reconciliations of those accounts for all of her
13 client trust accounts.

14 Also, a limitation against solo practice
15 during the period of probation, so no solo practice
16 during that entire year, and then six hours of
17 Continuing Legal Education or the equivalent on
18 accounting for client property. And, sometimes, that
19 can be hard to find a CLE that specifically addresses
20 that, but our probation supervisor at the State Bar's
21 really good, and she can work with Ms. Armenian to kind
22 of figure that out.

23 And then submitting to binding fee arbitration
24 or making restitution for the amounts that were
25 misappropriated. Like I said, I think that the \$2,900's

1 already covered. She has already taken care of that and
2 paid that back, but the \$5,000 is still out there, out
3 in the air. And so what we'll need to do is she'll need
4 to work with our probation officer and maybe hire an
5 accountant or whatever and figure out to whom that
6 \$5,000 belongs.

7 If it's hers, and we can prove that those are
8 earned fees, then that's fine. We'll just need
9 verification and documentation. Otherwise, she needs to
10 repay that to the client. Costs, obviously, costs of
11 this proceeding under SCR 120, that would be those
12 normal costs plus the hard costs, and then other just
13 the boilerplate terms.

14 So that's the essence of the agreement.
15 There's some other exhibits in the State Bar's packet if
16 you wanted to go over any of the -- like the retainer
17 agreement or the breakdown of the different cases, the
18 Elam or the Armenian case, we have those documents in
19 here, a copy of the overdraft notice, the bounced check,
20 and those type of things.

21 All right. So, essentially, that's the terms
22 of the agreement that we propose, and we'd ask the panel
23 to consider that and accept that recommendation.

24 CHAIR OH: Okay. Let's hear from Mr. Marchese
25 on behalf of Ms. Armenian with regard to the Conditional

1 Guilty Plea and the terms.

2 MR. MARCHESE: Absolutely. Thank you,
3 Michael. We are in agreement with those terms and
4 conditions. We've gone over the Conditional Guilty Plea
5 agreement. My client is well aware of all the things
6 that will be facing her if the panel does, in fact,
7 accept these negotiations. I don't necessarily disagree
8 with anything that the State Bar said.

9 A couple little comments, though, however. We
10 do agree, and we would submit to the panel that this was
11 a situation where this was not an intentional -- you
12 know, experience, not inexperienced, nine years,
13 definitely a little bit on the lower end, was only in
14 solo practicing for approximately four years.

15 Has no background in accounting, very poor
16 accounting procedures, we would submit. I think even
17 the State Bar would agree with that assessment, and just
18 kind of got in a situation where the money was coming in
19 and coming out and didn't quite exactly know where it
20 was going. But anything that was done was not done with
21 malice in this situation.

22 The State Bar is correct in the check that
23 bounced was immediately repaid out of her operating
24 account, and I think it's an important point of
25 reference in that that money was paid before there were

1 any State Bar proceedings instituted against her. In
2 reference to the \$5,000 that were there, it is our
3 belief that it was a combination of funds.

4 We also got an independent accounting, but we
5 were unable to get an exact figure as to trace where the
6 funds came from. But it's our belief that those funds
7 were both earned and a client's funds on a general
8 litigation matter, so the State Bar is correct in that
9 there was, in fact, commingling in funds. She
10 completely understands now, should have taken those
11 earned funds out sooner, but here we are. You know, you
12 live and learn, if you will.

13 In reference to failing to respond to the Bar,
14 you know, she was just kind of in a situation where you
15 have a younger attorney just kind of at a loss, so to
16 speak, didn't really know what the answers were,
17 received correspondence from the State Bar asking her
18 what the situation was with all these accounting issues.
19 She looked at her books. Admittedly, they weren't where
20 they needed to be; and, as a result, she didn't really
21 know the answers, so she didn't know how to respond.

22 Probably should have just given a one or a two
23 sentence response to the State Bar and said, "Hey, I
24 can't really tell you where all this is going." But
25 it's just one of those situations, I guess, for lack of

1 a better term, a deer in the headlights, just didn't
2 really know what to do, based on the gravity of the
3 circumstances, given the fact that she has had no prior
4 disciplines, didn't really know how to respond to the
5 State Bar's response.

6 So, with that, we would ask that you follow
7 the negotiations. You know, we just do have the one
8 aggravating factor, and I would submit that it's
9 basically just the one incident of the trust accounting.
10 So based on all those factors and the mitigating factors
11 here, I think that this is an appropriate resolution.

12 The State Bar touched upon this, but I just
13 wanted to make this a point of clarification, as well,
14 that she is no longer in solo practice. She's working
15 for someone else. The trust accounting won't be an
16 issue for her, because she doesn't have a trust account
17 in her name. She does not have access, to my knowledge,
18 of third-party funds, so that will not be an issue going
19 forward in reference to any sort of safekeeping or
20 conversion or anything along those lines.

21 So, with that, we would submit it to the
22 panel's discretion. I have spoken about Ms. Armenian's
23 ability to make a statement here today. I will leave
24 that up to her, and if the panel has any questions for
25 us, we would be more than happy to try to respond and

1 **answer those accordingly.**

2 CHAIR OH: Okay. Ms. Armenian, would you like
3 to make any type of statement or just we'll go based on
4 your attorney's representations?

5 You don't have to. I'm just asking to give
6 you the opportunity if you want to say something. If
7 not, we can go forward with questions.

8 MS. ARMENIAN: I would just reiterate what the
9 State Bar has mentioned and my attorney just mentioned
10 that, as soon as I found out that there was an
11 overdraft, I took care of those funds from my operating
12 account and paid the provider. I don't believe any --
13 the public or any of my clients have been hurt and, to
14 be honest, it was just an accounting error.

15 CHAIR OH: Okay. Thank you. Does anyone from
16 the panel have any questions of the State Bar or of
17 Mr. Marchese?

18 MR. HESHMATI: I did just want to clarify
19 something. You said that Ms. Armenian did pay back the
20 money before the State Bar proceedings actually started;
21 is that correct?

22 MR. MARCHESE: That's a correct statement.

23 MR. HESHMATI: Okay. That's all that I had.

24 MR. MARCHESE: Thank you.

25 CHAIR OH: Any other questions?

1 MR. HESHMATI: No.

2 CHAIR OH: I have one question. So the only
3 thing that's still outstanding, even though Mr. Marchese
4 said it looks like the \$5,000 that's kind of unknown,
5 and you believe that to be earned fees, but where are
6 you folks on that? I guess my concern is is that
7 there's this provision submitting to binding fee
8 arbitration, but we still don't know who this client is.

9 And I don't want to set Ms. Armenian up for
10 failure and not complying with this agreement without
11 knowing a little more details. What if it is earned
12 fees, then obviously she doesn't have to go to binding
13 arbitration. But what if she has an issue of finding
14 this client? If they determine who these monies may be
15 owed to, what then with that money?

16 MR. MARCHESE: And I apologize if I didn't
17 articulate our position properly. It's my belief that
18 the monies were a combination of earned fees as well as
19 unearned fees to the client. Ms. Armenian might be able
20 to illuminate the panel a little bit more on that, but
21 it's my understanding that any unearned fees were, in
22 fact, returned to the client.

23 Unfortunately, as we stand here today, as an
24 officer of the court, I cannot give you an exact
25 to-the-penny dollar amount of what those figures were,

1 but that is our general consensus and belief as to what
2 the source of those funds were.

3 CHAIR OH: Okay. I just want to make sure
4 State Bar's okay with that, and you're going to leave
5 it -- I'll leave it -- we'll leave it to the State Bar
6 to make that determination if whatever the accounting or
7 where those funds are that they've been returned, and
8 there's not going to be any outstanding issues regarding
9 this.

10 You guys would be satisfied with information
11 provided by Ms. Armenian that she has figured out where
12 all those monies are. They were, in fact, earned fees
13 or the ones that weren't earned fees, that she's
14 returned them to the clients, and you guys -- the State
15 Bar -- would be willing to take that representation or
16 is there anything more that is going to need to be done
17 on this?

18 I just don't want there to be any confusion as
19 to what the requirements are as to that provision with
20 the money where we don't know where it came from. I
21 guess I just want to make sure of that.

22 MR. HOOGE: I think I can address that,
23 Chairman Oh. The -- I think the -- when you look at the
24 conditions of probation, the \$2,982.20, that condition
25 has been resolved, and so I probably shouldn't even have

1 included that in the Conditional Guilty Plea Agreement.
2 She did pay that back, and that's satisfied.

3 With regard to the \$5,000, we don't have any
4 paperwork on that yet, and so it would be a condition of
5 probation, and so -- but our team's pretty good. If
6 Ms. Armenian has an accountant and has that all worked
7 out and they've figured out where it comes from, they
8 can just run that by our team.

9 And if it's fees that she's earned, and they
10 were just commingled, we would just need documentation
11 proof of that, and then we could sign that off as a
12 condition of probation. And so I don't think it's
13 something that we have to do right now or have right
14 now. She has that whole year of probation, but
15 eventually before probation ends, we need to get that
16 documentation, and we need to get that cleared up and
17 verified.

18 If it is a client that the money was taken
19 from and the -- we need to notify the client that, "Hey,
20 this happened," and then have -- either repay the client
21 to their satisfaction or if the client's not satisfied,
22 then they need to submit to arbitration. If there's no
23 client that's involved, and it's all just fees, then we
24 just need the documentation for that. So that's our
25 intent, and so --

1 MS. BRADLEY: Mr. Hooge -- Mr. Hooge, we have
2 lost Mr. Oh. Could we stop, please?

3 MR. HOOGE: Yep.

4 (Recess taken.)

5 CHAIR OH: Sorry about that. My computer
6 disconnected and just shut down. I don't know -- didn't
7 understand this, but, anyhow, we can continue.

8 The last I heard is that, State Bar, you guys
9 were willing to just accept -- your team was going to
10 take a look at it and accept whatever representations
11 that they make as far as the remainder of those monies,
12 correct?

13 MR. HOOGE: Yeah. Our intent is that that
14 will be a condition of probation and during that term of
15 probation, and we'll work with her to review the
16 documentation and make sure that she satisfies that
17 condition.

18 CHAIR OH: Okay. If there are no other
19 questions, I think we can go ahead and deliberate. So
20 why don't we go ahead and do that.

21 (Recess taken.)

22 CHAIR OH: We can go back on the record on
23 State Bar versus Hera Armenian. So the panel members
24 deliberated and -- but with the unanimous decision we
25 have -- we're going to accept the Conditional Guilty

1 Plea based upon the representations by State Bar as well
2 as Mr. Marchese.

3 And the Stated Form of Discipline would be the
4 one-year suspension, stayed for a period of one year,
5 subject to conditions of probation, which would include
6 the quarterly reports to the State Bar with the caseload
7 status, trust accounting, if it's applicable.

8 She will not engage in solo practice during
9 the time of probation, complete the six hours of
10 Continuing Legal Education or the equivalent on
11 accounting for client property, which, from our
12 understanding, it seems that the State Bar, the
13 probation division, is able to help facilitate that so
14 that there's not going to be any issues.

15 And that the issue of the binding fee
16 arbitration and making restitution for the amounts
17 that -- for at least for the \$5,000 and the Conditional
18 Guilty Plea, there is that \$2,982.20 as it relates to
19 her father's settlement, but that has already been taken
20 care of, so that condition appears to have already been
21 met prior to this hearing and that the Respondent will
22 pay the costs of reporting and accounting for this --
23 for this disciplinary matter; is that correct?

24 MR. MARCHESE: (Moves head up and down.)

25 CHAIR OH: Okay. And the State Bar will

1 monitor the compliance, and the process is all laid out
2 in the event that there is a breach, and that she will
3 have her subsequent hearing if there are any potential
4 breaches based on the State Bar's -- that they would
5 have to petition to have another formal hearing as it
6 relates to any potential violations.

7 So, with that, we accept the Conditional
8 Guilty Plea as well as the aggravating and mitigating
9 circumstances as agreed to, and it seems like this is
10 all -- we're all done here. Does anyone have anything
11 else to add? Did I miss anything?

12 (No audible response.)

13 It doesn't appear so.

14 MR. MARCHESE: Not to our knowledge.

15 CHAIR OH: Cool. All right. Well, that will
16 be that for this hearing, and good luck, Ms. Armenian.

17 (Reporter's Transcript of Proceedings was
18 recessed at 9:45 a.m.)

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1 REPORTER'S CERTIFICATE

2 STATE OF NEVADA)
) ss
3 COUNTY OF CLARK)

4 I, Carla N. Bywaters, a duly certified court
reporter licensed in and for the State of Nevada, do
5 hereby certify:

6 That I reported the taking of the foregoing
proceedings at the time and place aforesaid;
7

8 That I thereafter transcribed my shorthand notes
into typewriting and that the typewritten transcript of
said proceedings is a complete, true and accurate record
9 of testimony provided at said time to the best of my
ability.

10 I further certify that I am not a relative,
11 employee or independent contractor of counsel of any of
the parties involved in said action; nor a person
12 financially interested in the action; nor do I have any
other relationship with any of the parties or with
13 counsel of any of the parties involved in the action
that may reasonably cause my impartiality to be
14 questioned.

15 IN WITNESS WHEREOF, I have hereunto set my hand in
the County of Clark, State of Nevada, this 30th day of
16 November 2021.

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CARLA N. BYWATERS, NV CCR #866

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1 **IN THE SUPREME COURT OF THE STATE OF NEVADA**

2
3 IN RE: DISCIPLINE OF)
4 HERA ARMENIAN, ESQ.)
5 NEVADA BAR NO. 12322)
6)
7 _____)

Case No. _____

8
9
10
11 **VOLUME III**

12
13 **RECORD OF DISCIPLINARY PROCEEDINGS,**
14 **PLEADINGS AND TRANSCRIPT OF HEARING**

15
16
17
18
19
20 Daniel M. Hooge, Esq.
21 Nevada Bar No. 10620
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

Hera Armenian, Esq.
Nevada Bar No. 12322
Jess R. Marchese, Esq.
Nevada Bar No. 8175
601 South Rancho Drive, B-14
Las Vegas, NV 89106
Counsel for Respondent

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SBN Exhibit 7 – Armenian Settlement Memo/Checks	ROA Page 175-178	III
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1	SBN Exhibit 18 – Respondent’s Declaration of Compliance dated 10/22/2020	ROA Page 206	III
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7	SBN Exhibit 24 –SBN email to Respondent dated 02/19/2021	ROA Page 273-274	III
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STATE BAR OF NEVADA
SOUTHERN NEVADA DISCIPLINARY BOARD

HERA ARMENIAN, ESQ.

Nevada Bar No. 12322

File No.: OBC20-1115

FORMAL HEARING

November 18, 2021 at 9:00 a.m. via Zoom

INDEX OF DOCUMENTS

DOCUMENT	PAGE NOS.
Complaint, Designation of Hearing Panel, and Declaration of Mailing Filed August 31, 2021	SBN 001-017
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Order Appointing Formal Hearing Panel Filed October 8, 2021	SBN 032-033
Notice of Formal Hearing Filed October 13, 2021	SBN 034-035

PANEL

Michael J. Oh, Esq., Panel Chair
Parish D. Heshmati, Esq., Panel Member
Dr. Jo Kent McBeath, Lay Member

Daniel M. Hooge, Esq.
Bar Counsel

Tiffany Bradley
Hearing Paralegal

Hera Armenian, Esq.
Respondent

Jess R. Marchese, Esq.
Counsel for Respondent



FILED

AUG 31 2021

STATE BAR OF NEVADA

BY: [Signature]
OFFICE OF BAR COUNSEL

Case No.: SBN20-00002

STATE BAR OF NEVADA

SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA,)
)
Complainant,)
vs.)
)
HERA ARMENIAN, ESQ.,)
BAR NO. 12322)
)
Respondent.)

COMPLAINT

TO: HERA ARMENIAN, Esq.
2580 Sorrel St.,
Las Vegas, Nevada 89146
(702) 979-3565
harmenian@jfnvlaw.com

Represented by:
Jess R. Marchese, Esq.
601 South Rancho Drive, B-14
Las Vegas, Nevada 89106
(702) 385-537
marcheselaw@msn.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 Bar Counsel, Daniel M.
2 Hooge, is informed and believes as follows:

3 1. Attorney HERA ARMENIAN, Esq. ("Respondent"), Bar No. 12322, at all times
4 pertinent to this complaint was an active member of the State Bar of Nevada and had her
5 principal place of business for the practice of law located in Clark County, Nevada.

6 2. On September 24, 2020, the Office of Bar Counsel (OBC) received a notice from
7 First Savings Bank that the IOLTA managed by attorney Hera Armenian had
8 insufficient funds to satisfy a check.

9 3. Armenian wrote a check for \$2,982.20 but the IOLTA account only had \$5.80.

10 4. OBC investigator Laura Peters sent a Letter of Investigation to Armenian
11 requesting a ledger for the account and for all clients with funds in the account
12 in the last 6 months.

13 5. Armenian responded with a certification that she maintained ledgers. However,
14 she provided no ledgers.

15 6. Armenian provided 6 months of bank statements.

16 7. OBC investigator Laura Peters reviewed the bank statements.

17 8. On March 31, 2020, the IOLTA account started with a balance of \$5,496.65.

18 9. Armenian was unable to identify to whom the initial balance belonged.

19 10. Other than interest accrued, the account remained dormant until Armenian
20 received a deposit of \$35,000 on July 24 for a personal injury settlement for her
21 father. The account held \$40,493.40.

22 11. Over the next two weeks Armenian distributed \$32,019.52 of her father's
23 \$35,000 settlement. These distributions included \$13,474.40 to her father and
24 \$11,655.00 to herself as fees.

12. By September 2, 2020, Armenian held \$8,475.80 in the client trust or IOLTA account. Of the IOLTA balance, \$2,980.48 belonged to her father's lienholders and the remaining \$5,495.32 came from the initial balance for which Armenian could not identify an owner.
13. On September 9, 2020, Armenian deposited a settlement of \$10,000 for Franklin Elem.
14. After the Elem settlement deposit, Armenian held \$18,475.80 in trust for her clients. Individual client balances included \$2,980.48 to her father, \$5,495.32 to an unidentified owner, and \$10,000 to Elem.
15. On September 11, 2020, Armenian electronically transferred \$18,470 from the client trust account or IOLTA into her operating account. This transfer left only \$5.80 in the account.
16. This low balance caused the bank to decline the check of \$2,982.20 on September 24, two weeks later. This is also when the bank notified the State Bar of the overdraft.
17. Armenian wrote the \$2,982.20 check to satisfy a lienholder in her father's case. Her father's balance should have been \$2,980.48.
18. Armenian justified the \$18,475.80 transfer as fees in the Franklin Elem case. Armenian provided a settlement memorandum signed by Elem, which distributed the entire \$10,000 settlement to Armenian. However, Elem's case only settled for \$10,000.
19. Because Armenian electronically transferred \$18,470, she exceeded Elem's settlement by \$8,470.

1 20. Peters sent multiple requests to Armenian for an explanation or accounting to
2 explain the \$18,470 electronic transfer. Armenian stopped communicating with
3 Peters.

4 21. Armenian did pay the provider in her father's case \$2,982.20 on October 5. But
5 she covered the payment from her operating account.

6 **COUNT ONE- RPC 1.15(a),(e) (Safekeeping Property) and SCR 78.5**

7 22. RPC 1.16 states

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

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

22 ...

23 23. Armenian misappropriated \$2,982.20 from her father's settlement.

24 24. Armenian also misappropriated \$5,000 from an unknown source.

25 25. In the alternative, if the \$5,000 was Armenian's previously earned fees—for
which there is no record—then Armenian commingled her property with client property for
six months or more.

26 26. Armenian failed to maintain a ledger of all deposits into and withdrawals from
her client trust account.

1 27. Armenian transferred the money with knowledge. Which means that she held
2 the conscious awareness of the nature or attendant circumstances of the conduct but without
3 the conscious objective or purpose to accomplish a particular result.

4 28. Armenian's misconduct potentially injured her father and the unidentified
5 owner of the \$5,000 by risking nonrecovery if she was unable to repay the amounts she
6 misappropriated. She also injured the reputation of the bar and the legal system.

7 29. In light of the foregoing, including without limitation paragraphs 2 through 21,
8 Respondent has violated RPC 1.15(a),(e) (Safekeeping Property) and SCR 78.5 by
9 misappropriating her father's property, misappropriating from an unknown source or
10 commingling \$5,000, and by failing to maintain client ledgers.

11 **COUNT TWO- RPC 8.1 (Bar Admission and Disciplinary Matters)**

12 30. RPC 8.1 states

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

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

18 31. Armenian failed to respond to the OBC's lawful demands for information about
19 the \$18,470 electronic transfer.

20 32. Armenian acted with knowledge. Which means that she held the conscious
21 awareness of the nature or attendant circumstances of the conduct but without the conscious
22 objective or purpose to accomplish a particular result.

1 33. Armenian's refusal to answer the State Bar prevented the State Bar from
2 fulfilling its duty to protect the public, injured the reputation of the bar, and injured the
3 public's faith in the legal system.

4 34. In light of the foregoing paragraphs 2 through 21, Respondent has violated RPC
5 8.1 (Bar Admission and Disciplinary Matters) by failing to respond to the State Bar's lawful
6 demands for information regarding the \$18,470 electronic transfer.

7 WHEREFORE, Complainant prays as follows:

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

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

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

14 Dated this 31 day of August 2021.

15 STATE BAR OF NEVADA

16 By: 

17 Daniel M. Hooge, Bar Counsel
18 Nevada Bar No. 9861
19 3100 W. Charleston Blvd, Suite 100
20 Las Vegas, Nevada 89102
21 (702) 382-2200
22
23
24
25



FILED

AUG 31 2021

STATE BAR OF NEVADA
BY: 
OFFICE OF BAR COUNSEL

Case No.: SBN20-00002

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

STATE BAR OF NEVADA,)
)
Complainant,)
vs.)
)
HERA ARMENIAN, ESQ.,)
BAR NO. 12322)
)
Respondent.)

**DESIGNATION OF
HEARING PANEL MEMBERS**

To: HERA ARMENIAN, Esq.
2580 Sorrel St.,
Las Vegas, Nevada 89146
(702) 979-3565
harmenian@jfnvlaw.com

Represented by:
Jess R. Marchese, Esq.
601 South Rancho Drive, B-14
Las Vegas, Nevada 89106
(702) 385-537
marcheselaw@msn.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
3. Christopher J. Lalli, Esq., Vice Chair
4. Neil Beller, Esq.
5. Annette L. Bradley, Esq.
6. John E. Bragonje, Esq.
7. Shemilly A. Briscoe, Esq.
8. Amanda Brookyser, Esq.
9. Robert J. Caldwell, Esq.
10. Jacqueline B. Carman, Esq.
11. Andrew A. Chiu, Esq.
12. James P. Chrisman, Esq.
13. Nell E. Christensen, Esq.
14. Marc P. Cook, Esq.
15. Ira W. David, Esq.
16. Damon Dias, Esq.
17. Sandra K. DiGiacomo, Esq.
18. F. Thomas Edwards, Esq.
19. Matthew S. Fox, Esq.
20. Alan Freer, Esq.
21. Adam Garth, Esq.
22. Kelly Giordani, Esq.
23. Robert G. Giunta, Esq.
24. Angela Guingcangco, Esq.

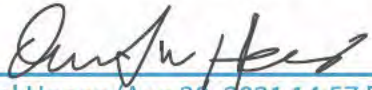
25. Parish D. Heshmati, Esq.
26. Kenneth E. Hogan, Esq.
27. Jennifer K. Hostetler, Esq.
28. David Kaplan, Esq.
29. James T. Leavitt, Esq.
30. Michael B. Lee, Esq.
31. Jennifer R. Lloyd, Esq.
32. Donald Lowrey, Esq.
33. Roger Madsen, Esq.
34. Jason R. Maier, Esq.
35. Farhan Naqvi, Esq.
36. Michael J. Oh, Esq.
37. Gary A. Pulliam, Esq.
38. Paul “Luke” Puschnig, Esq.
39. Michael D. Rawlins, Esq.
40. Jericho L. Remitio, Esq.
41. Jarrod L. Rickard, Esq.
42. Miriam E. Rodriguez, Esq.
43. Vincent J. Romeo, Esq.
44. Daniel F. Royal, Esq.
45. Maria V. Saladino, Esq.
46. Africa A. Sanchez, Esq.
47. Jen J. Sarafina, Esq.
48. Jay A. Shafer, Esq.

49. Thomas R. Sheets, Esq.
50. Jeffrey G. Sloane, Esq.
51. Sarah E. Smith, Esq.
52. James R. Sweetin, Esq.
53. Stephen L. Titzer Esq.
54. Jacob J. Villani, Esq.
55. Marni Watkins, Esq.
56. Dan R. Waite, Esq.
57. Joseph Went, Esq.
58. Reed J. Werner, Esq.
59. Rachel Wise, Esq.
60. Natalie Ann Allred, Laymember
61. Afeni Banks, Laymember
62. Brian Catlett, Laymember
63. Alexander Falconi, Laymember
64. Brittany Falconi, Laymember
65. Joelyne Gold, Laymember
66. Elizabeth A. Hanson, Laymember
67. Jack S. Hegeduis, Laymember
68. Julia D. Hesmati, Laymember
69. William M. Holland, Laymember
70. Nicholas Kho, Laymember
71. Annette Kingsley, Laymember
72. Gale Kotlikova, Laymember

73. Todd Krome, Laymember
74. Benjamin S. Lurie, Laymember
75. Jo Kent McBeath, Laymember
76. Kellie C. Rubin, Laymember
77. Vikki L. Seelig, Laymember
78. Danny Lee Snyder, Jr., Laymember
79. Harvey Weatherford, Laymember

Dated this Aug 30, 2021 day of August 2021.

STATE BAR OF NEVADA


By: Daniel Hooge (Aug 30, 2021 14:57 PDT)
Daniel M. Hooge, Bar Counsel
Nevada Bar No. 9861
3100 W. Charleston Blvd, Suite 100
Las Vegas, Nevada 89102
(702) 382-2200



FILED

AUG 31 2021

STATE BAR OF NEVADA

BY: [Signature]
OFFICE OF BAR COUNSEL

Case No.: SBN20-00002

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

STATE BAR OF NEVADA,)
)
Complainant,)
vs.)
)
HERA ARMENIAN, ESQ.,)
BAR NO. 12322)
)
Respondent.)

DECLARATION OF MAILING

Tiffany Bradley, 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, DESIGNATION OF HEARING PANEL MEMBERS, STATE BAR'S PEREMPTORY CHALLENGES, DISCIPLINARY RULES OF PROCEDURE, ADKT 516 and ADKT 518** in the matter of the *State Bar of Nevada vs. Hera Armenian, Esq.*, Case No. OBC20-00002.

3. That pursuant to Supreme Court Rule 109, the **COMPLAINT, DESIGNATION OF HEARING PANEL MEMBERS, STATE BAR'S PEREMPTORY CHALLENGES, DISCIPLINARY RULES OF PROCEDURE, ADKT 516 and ADKT 518** were served on the

1 following placing copies in an envelope which was then sealed and postage fully prepaid for
2 regular and certified mail, and deposited in the United States mail at Las Vegas, Nevada to:

3 HERA ARMENIAN, Esq.
4 2580 Sorrel St.,
Las Vegas, Nevada 89146

5 Represented by:
6 Jess R. Marchese, Esq.
601 South Rancho Drive, B-14
7 Las Vegas, Nevada 89106

8 **And via electronic mail to:**

- 9 1. Respondent: harmenian@jfnvlaw.com
2. marcheselaw@msn.com

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

11 Dated this 31st day of August 2021.

12
13 By: 

14 Tiffany Bradley, an employee
15 of the State Bar of Nevada
16
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25

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Hera Armenian, Esq.

2580 Sorrel St.,
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Las Vegas, Nevada 89146

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STATE BAR OF NEVADA

3100 W. Charleston Blvd Ste 100
Las Vegas, NV 89102
www.nvbar.org

OBC20-1115
Complaint

ATTN: Tiffany Bradley
Discipline Department

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:

Hera Armenian, Esq.
2580 Sorrel St.,
Las Vegas, Nevada 89146

2. Article Number (Transfer from service label)

7018 3090 0000 3915 4356

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

C19

☐ Agent☐ Addressee

B. Received by (Printed Name)

FIMCOO9

C. Date of Delivery

9/3/21

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below:

☐ No

RECEIVED BY
SEP 08 2021
STATE BAR OF NEVADA

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

PS Form 3811, July 2015 PSN 7530-02-000-9058

Domestic Return Receipt

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 | \$ | _____ |

MAILED

8/31/21
Postmark
Here

Postage

\$

Total

\$

Sent

Street

City, State

Jess R. Marchese, Esq.

601 South Rancho Drive, B-14

Las Vegas, Nevada 89106

ROA Page 121
SBN Exhibit 1 - Page 017



FILED

SEP 20 2021

STATE BAR OF NEVADA

BY: [Signature]
OFFICE OF BAR COUNSEL

1 ANS
2 JESS R. MARCHESE, ESQ.
3 Nevada Bar No. 8175
4 JESS R. MARCHESE, PC
5 601 S. Rancho, B-14
6 Las Vegas, Nevada 89106
7 (702) 385-5377
8 marcheselaw@msn.com
9 Attorney for Respondent ARMENIAN

STATE BAR OF NEVADA
SOUTHERN NEVADA DISCIPLINARY BOARD

9 STATE BAR OF NEVADA,)
10)
11 Complainant,)
12) Case No. SBN20-00002
13 vs.)
14)
15 HERA ARMENIAN, ESQ.,)
16 Nevada Bar No. 12322.)
Respondent.)

VERIFIED ANSWER TO COMPLAINT

18 Respondent, JESS R. MARCHESE, ESQ., by and through her counsel of record, HERA
19 ARMENIAN, of the law office/firm of JESS R. MARCHESE, PC, hereby answers the State Bar
20 of Nevada's Complaint filed on August 31, 2021, as follows:
21

ANSWER TO GENERAL ALLEGATIONS

- 24 1. Answering paragraphs 1, 3, 4, 6, 13, and 21 respondent admits the allegations
25 contained therein.
26
27
28

- 1 2. Answering paragraphs 2, 7, 8, 9, 12, 14, 16, and 19 respondent is without sufficient
2 knowledge or information permitting her to form a belief or opinion as to the truth or
3 falsity of the allegations contained therein and on that basis denies those allegations.
4
5 3. Answering paragraphs 5, 17, 18, and 20 denies the allegations contained therein.
6
7 4. Answering paragraph 10, respondent admits that she did deposit \$35,000 on July 24,
8 2020, but respondent is without sufficient knowledge or information permitting her to
9 form a belief or opinion as to the truth or falsity of the allegations contained therein
10 and on that basis denies those allegations.
11
12 5. Answering paragraph 11, respondent admits that allegations, but denies the figure of
13 \$32,019.52 that was alleged to have been distributed.
14
15 6. Answering paragraph 15, respondent admits the allegations, but denies that she
16 transferred \$18,470 on September 11, 2020.

17 **COUNT 1-RPC 1.15(a)(e) (Safekeeping Property) and (SCR 78.5)**

- 18 7. Answering paragraph 30, respondent admits the allegations contained therein.
19
20 8. Answering paragraphs 31-34, respondent denies the allegations contained therein.

21 **COUNT 2-RPC 8.1 (Bar Admission and Disciplinary Matters)**

- 22 9. Answering paragraphs 22 and 26 respondent admits the allegations contained therein.
23
24 10. Answering paragraph 23-25 and 27-29, denies the allegations contained therein.

25 ///

26 ///

27 ///

AFFIRMATIVE DEFENSES

Respondent's respectfully asserts out of an abundance of caution that the following affirmative defenses, mitigating factors and/or other factors apply in this case:

FIRST AFFIRMATIVE DEFENSE

The amount of damages claimed by one or more grievant may be or is subject to an offset either for legal services provided, a refund and/or for other reasons.

SECOND AFFIRMATIVE DEFENSE

Respondent may have offsets owing from one or more of the grievants, which exceed any funds the grievants may respectively claim.

THIRD AFFIRMATIVE DEFENSE

Pursuant to Rule 11, all possible affirmative defenses may not have been alleged herein insofar as sufficient facts were not available after reasonable inquiry upon the filing of the Complaint, and therefore, these answering Respondent reserve the right to amend their answer to the Complaint to allege additional affirmative defenses if subsequent investigation so warrants.

FOURTH AFFIRMATIVE DEFENSE

Respondent has thoroughly investigated its possible defenses herein, but reserves the right to timely or seasonably tender additional defenses once the same become known, in accordance with the Nevada Rules of Civil Procedure.

MITIGATING FACTORS

SCR 106.5(2) Mitigating circumstances are any considerations or factors that may justify a reduction in the degree of discipline to be imposed. The following list of examples is illustrative and is not exclusive:

- (a) absence of a prior disciplinary record;
- (b) absence of a dishonest or selfish motive;

- 1 (c) personal or emotional problems;
- 2 (d) timely good faith effort to make restitution or to rectify consequences of misconduct;
- 3 (e) full and free disclosure to disciplinary authority or cooperative attitude toward
- 4 proceeding;
- 5 (f) inexperience in the practice of law;
- 6 (g) character or reputation;
- 7 (h) physical disability;
- 8 (i) mental disability or chemical dependency including alcoholism or drug abuse when:
- 9
 - 10 (1) there is medical evidence that the respondent is affected by chemical dependency or a
 - 11 mental disability;
 - 12 (2) the chemical dependency or mental disability caused the misconduct;
 - 13 (3) the respondent's recovery from the chemical dependency or mental disability is
 - 14 demonstrated by a meaningful and sustained period of successful rehabilitation; and
 - 15 (4) the recovery arrested the misconduct and recurrence of that misconduct is unlikely;
- 16 (j) delay in disciplinary proceedings;
- 17 (k) interim rehabilitation;
- 18 (l) imposition of other penalties or sanctions;
- 19 (m) remorse;
- 20 (n) remoteness of prior offenses.
- 21 3. Factors which should not be considered as either aggravating or mitigating include:
- 22
 - 23 (a) forced or compelled restitution;
 - 24 (b) agreeing to a client's demand for improper behavior;
 - 25 (c) withdrawal of grievance against the lawyer;
 - 26 (d) resignation prior to completion of disciplinary proceedings;
 - 27 (e) grievant's recommendation as to sanction;
 - 28

1 (f) failure of injured client to complain.


2 WHEREFORE, Complainant prays as follows:

3 1. That a hearing be held pursuant to SCR 105;

4 2. For such other relief as the designated hearing panel deems fit under the facts and
5 circumstances of this case.
6

7 Respectfully submitted this 16TH of September, 2021.

8 JESS R. MARCHESE, PC

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10 
11 JESS R. MARCHESE, ESQ.
12 Attorney for Respondent
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Case Nos: OBC20-1115

STATE BAR OF NEVADA
SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA,

Complainant,

vs.

HERA ARMENIAN, ESQ.

NV BAR No. 12322

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. Michael Oh, Esq., Chair

DATED this 20TH day of September, 2021.

STATE BAR OF NEVADA

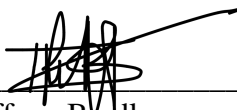
By: Russell E. Marsh
Russell E. Marsh (Sep 20, 2021 14:52 PDT)
Russell E. Marsh, Esq.
Nevada Bar No. 11198
Chair, Southern Nevada Disciplinary Board

CERTIFICATE OF SERVICE

The undersigned hereby certifies a true and correct copy of the foregoing **ORDER APPOINTING HEARING PANEL CHAIR** was served via email to:

1. Michael J. Oh, Esq. (Hearing Panel Chair): Michael.oh@cityofhenderson.com
2. Jess Marchese, Esq. (Counsel for Respondent): marcheselaw@msn.com
3. Dan Hooge, Esq. (Bar Counsel): danh@nvbar.org

DATED this 21st day of September, 2021.

By: 
Tiffany Bradley, an employee of
the State Bar of Nevada.



FILED

SEP 22 2021

STATE BAR OF NEVADA
BY: *[Signature]*
OFFICE OF BAR COUNSEL

STATE BAR OF NEVADA
SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA,)
)
Complainant,)
vs.)
HERA ARMENIAN, ESQ.,)
BAR NO. 12322)
Respondent.)

NOTICE OF TELEPHONIC INITIAL
CASE CONFERENCE

PLEASE TAKE NOTICE, the telephonic Initial Case Conference in the above-entitled matter is set for **September 24, 2021, at 4 p.m.** The State Bar conference call number is 1-877-594-8353, participant passcode is 46855068#.

Dated this ^{Sep 22, 21} day of September 2021.

STATE BAR OF NEVADA

[Signature]
Daniel Hooe (Sep 22, 2021 13:40 PDT)

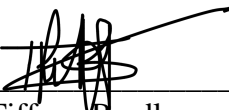
Daniel M. Hooe, Bar Counsel
3100 W. Charleston Boulevard, Suite 100
Las Vegas, Nevada 89102
(702) 382-2200
Attorney for State Bar of Nevada

CERTIFICATE OF SERVICE

The undersigned hereby certifies a true and correct copy of the foregoing **NOTICE OF TELEPHONIC INITIAL CASE CONFERENCE** was served via email to:

1. Michael J. Oh, Esq. (Hearing Panel Chair): Michael.oh@cityofhenderson.com
2. Jess Marchese, Esq. (Counsel for Respondent): marcheselaw@msn.com
3. Dan Hooge, Esq. (Bar Counsel): danh@nvbar.org

DATED this 22nd day of September, 2021.

By: 
Tiffany Bradley, an employee of
the State Bar of Nevada.



Case No.: OBC20-1115

STATE BAR OF NEVADA
SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA,)
)
Complainant,)
vs.)
)
HERA ARMENIAN, ESQ.,)
BAR NO. 12322)
)
Respondent.)

SCHEDULING ORDER

Pursuant to Rule 17 of the Disciplinary Rules of Procedure (“DRP”), on Friday, September 24, 2021, at 4 p.m., Michael J. Oh, Esq., the Formal Hearing Panel Chair, met telephonically with Dan M. Hooge, Esq., Bar Counsel, on behalf of the State Bar of Nevada, and Jess R. Marchese, Esq., on behalf of Respondent to conduct the Initial Conference in this matter.

During the Case Conference the parties discussed disclosures, discovery issues, the potential for resolution of this matter prior to the hearing, a status conference, and the hearing date.

The parties agreed to the following:

1. The parties consent to service by electronic means of all documents pursuant to SCR 109(2), NRCP 5, and DRP 11(b)(3) with the understanding that **all documents need to be submitted by 5:00 p.m. to be file stamped timely.**

2. The parties stipulate that venue is proper in Clark County, Nevada.

3. The Formal Hearing for this matter is hereby set for **one (1) day starting at 9:00 a.m. on Thursday, November 18, 2021**, and shall take place via Zoom.

1 **4.** On or before **October 1, 2021**, the State Bar of Nevada's initial disclosures shall be
2 served on all parties. The documents provided by the State Bar shall be bates stamped with
3 numerical designations. *See* DRP 17 (a).

4 **5.** On or before **October 11, 2021**, Respondent's initial disclosures shall be served on
5 all parties. The documents provided by the Respondent shall be bates stamped with alphabetical
6 exhibit designations. *See* DRP 17 (a).

7 **6.** On or before **October 15, 2021**, the parties shall file and serve any Motions.

8 **7.** On or before **November 5, 2021**, all oppositions to the Motions, if any, shall be
9 filed and served on the parties.

10 **8.** On or before **November 1, 2021**, the parties shall serve a Final Designation of
11 witnesses expected to testify and exhibits expected to be presented at the Formal Hearing in this
12 matter, pursuant to SCR 105(2)(d), DRP 17(a) and DRP 21.

13 **9.** All documents disclosed shall be bates stamped, the State Bar will use numerical
14 exhibit designations and Respondent will use alphabetical exhibit designations, pursuant to DRP 17.

15 **10.** On **November 10, 2021, at 3 p.m.**, the parties shall meet telephonically with the
16 panel chair, Michael J. Oh, Esq., for the Pre-hearing Conference. Any pending issues, including
17 pending Motions, will be addressed at the Pre-hearing Conference. The parties shall use the State
18 Bar conference bridge (877) 594-8353 and the passcode is 46855068#.

19 Pursuant to DRP 23, at the Pre-hearing conference (i) the parties shall discuss all matters
20 needing attention prior to the hearing date, (ii) the Chair may rule on any motions or disputes
21 including motions to exclude evidence, witnesses, or other pretrial evidentiary matter, and (iii) the
22 parties shall discuss and determine stipulated exhibits proffered by either the State Bar or
23 Respondent as well as a stipulated statement of facts, if any.

24 //

11. The parties stipulate to waive SCR 105(2)(d) to allow for the formal appointment of the remaining hearing panel members on a date that is greater than 45 days prior to the scheduled hearing.

Based on the parties' verbal agreement to the foregoing during the telephonic Initial Conference and good cause appearing, **IT IS SO ORDERED.**

Dated this Sep 29, 2021 day of September 2021.

SOUTHERN NEVADA DISCIPLINARY BOARD

Michael J. Oh

By: Michael J. Oh (Sep 29, 2021 08:51 PDT)

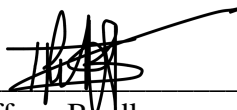
Michael J. Oh, Esq.
Hearing Panel Chair

CERTIFICATE OF SERVICE

The undersigned hereby certifies a true and correct copy of the foregoing **SCHEDULING ORDER** was served via email to:

1. Michael J. Oh, Esq. (Hearing Panel Chair): Michael.oh@cityofhenderson.com
2. Jess Marchese, Esq. (Counsel for Respondent): marcheselaw@msn.com
3. Dan Hooge, Esq. (Bar Counsel): danh@nvbar.org

DATED this 29th day of September 2021.

By: 
Tiffany Bradley, an employee of
the State Bar of Nevada.



FILED

OCT - 8 2021

STATE BAR OF NEVADA
BY: [Signature]
OFFICE OF BAR COUNSEL

Case Nos: OBC20-1115

STATE BAR OF NEVADA
SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA,

Complainant,

vs.
HERA ARMENIAN, ESQ.
NV BAR No. 12322
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 18th day of November, 2021 starting at
9:00 a.m. via Zoom Video Conferencing.

1. Michael Oh, Esq., Chair;
2. Parish Heshmati, Esq.
3. Alexander Falconi, Laymember

DATED this 6th day of October, 2021

STATE BAR OF NEVADA

By: Russell E. Marsh
Russell E. Marsh (Oct 6, 2021 13:20 PDT)
Russell Marsh, Esq.
Nevada Bar No. 11198
Chair, Southern Nevada Disciplinary Board

CERTIFICATE OF SERVICE

The undersigned hereby certifies a true and correct copy of the foregoing **ORDER APPOINTING FORMAL HEARING PANEL** was served via email to:

1. Michael J. Oh, Esq. (Hearing Panel Chair): Michael.oh@cityofhenderson.com
2. Parish D. Heshmati, Esq. (Panel Member): Parish@halo-attorneys.com
3. Alexander Falconi (Laymember): falconiarmie@gmail.com
4. Jess Marchese, Esq. (Counsel for Respondent): marcheselaw@msn.com
5. Dan Hooge, Esq. (Bar Counsel): danh@nvbar.org

DATED this 8th day of October 2021.

By: 

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



FILED

OCT 13 2021

STATE BAR OF NEVADA
BY: [Signature]
OFFICE OF BAR COUNSEL

Case No.: OBC20-1115

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

STATE BAR OF NEVADA,)
)
Complainant,)
vs.)
)
HERA ARMENIAN, ESQ.,)
BAR NO. 12322)
)
Respondent.)

NOTICE OF FORMAL HEARING

PLEASE TAKE NOTICE that the formal hearing in the above-entitled action has been scheduled for **one day on Thursday, November 18, 2021, at the hour of 9:00 a.m.,** The hearing will be conducted virtually through **ZOOM video conference.** The parties have stipulated to the hearing date set forth above.

Please be further advised that you are entitled to be represented by counsel, to cross-examine witnesses, and to present evidence.

Dated this 12th day of October 2021.

STATE BAR OF NEVADA

[Signature]

By: Daniel Hooge (Oct 12, 2021 12:05 PDT)

Daniel M. Hooge, Bar Counsel
Nevada Bar No. 10620
3100 W. Charleston Blvd, Suite 100
Las Vegas, Nevada 89102
(702) 382-2200

CERTIFICATE OF SERVICE

The undersigned hereby certifies a true and correct copy of the foregoing **NOTICE OF FORMAL HEARING** was served via email to:

1. Michael J. Oh, Esq. (Hearing Panel Chair): Michael.oh@cityofhenderson.com
2. Parish D. Heshmati, Esq. (Panel Member): Parish@halo-attorneys.com
3. Alexander Falconi (Laymember): falconiarmie@gmail.com
4. Jess Marchese, Esq. (Counsel for Respondent): marcheselaw@msn.com
5. Dan Hooge, Esq. (Bar Counsel): danh@nvbar.org

DATED this 13th day of October 2021.

By: 


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

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as follows:

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

Dated this 15th day of November, 2021.


Tiffany Bradley, Hearing Paralegal

ATTORNEY RETAINER AND CONTINGENCY FEE AGREEMENT

This Agreement (the "Agreement") is made this _____ day of August, 2017, by FRANKLIN ELAM (the "Client") and Las Vegas Legal Advisors, (the "Firm") and Hera Armenian, Esq.

WITNESSETH

Client retains or hires Firm to prosecute a claim on behalf of FRANKLIN ELAM against RAMONA RODRIGUEZ and any person, entity or insurance company who may be liable for damages as a result of the incident occurring on 08/16/2017. Client agrees and understands that this Firm shall not represent Client in any worker's compensation claim or in any matter relating to any worker's compensation claim.

I.

CONTINGENCY FEE

Client shall pay Firm a fee of thirty-three and 1/3 percent (33.3%) of the gross recovery (regardless of the manner or form) hereafter if settled without filing suit or demand for arbitration or mediation. If Firm files suit or demand for arbitration or mediation, then the fee shall increase to forty percent (40%) of the gross recovery. The Firm also reserves the right to retain additional outside counsel to assist in the work your matter requires. Client acknowledges and agrees that if Client was referred to Attorney by another attorney, there will be a division of the Attorney's fee between the Attorney and referring counsel.

The phrase "gross recovery" as used herein includes, in addition to any recovery from any third party, recovery obtained or compensation for any injury or damage resulting from this accident. It specifically includes any recovery realized from any uninsured motorist, under-insured motorist and/or medical payments coverage as well as any monies obtained from any health insurance carrier as reimbursement for medical expense for injuries sustained in or resulting from this incident. In this regard Attorney shall collect medical bills and negotiate the reasonableness of medical billings. Attorney shall also collect and distribute monies thus obtained.

If the recovery is in the form of a structured settlement (periodic payments rather than one lump sum), the attorney's fees may, at the Attorney's option, be structured or may be calculated on the present day value of the settlement and may be paid from the first monies received.

It is also agreed that any award of attorneys' fees shall be the sole and exclusive property of the Firm.

Initial FE

This fee is not set by law, but is subject to negotiation between Attorney and Client, and could under law be higher or lower should the parties not have agreed to the percentages stated herein.

II. COSTS OF ACTIONS

Client agrees to assume and pay for all costs incurred in connection with this matter, including but not limited to, filing fees, witness fees, travel, expert witness fees, sheriff's fees, electronic research fees, expenses of depositions, investigative expenses, postage, long distance phone calls and faxes, electronic filing fees, delivery fees, medical record request fees, lien negotiation/resolution fees and other incidental expenses. The medical record requests and lien negotiation/resolution are handled by a third-party vendor that charges for these services.

Client is hereby notified that there is a standard minimum charge of \$250.00 added to each case for incidental expenses such as: postage, photographic materials and services, phone calls, runner services, medical record copy charges, etc. If costs exceed the sum of \$250.00, the balance or difference of all other charges related to the handling of this case shall be deducted from Client's share of the final recovery, in accordance with applicable provisions of this Agreement. Client is hereby notified that if litigation of the claim should become necessary, the cost related to incidental expenses shall increase to at least \$500.00 or more depending on the case and the actual costs incurred.

Client is hereby notified and agrees that, at attorney's sole discretion, funding for costs of suit and/or expenses of representation, investigation and preparation in this case may be obtained by attorney from a financial institution and in such event, Client is responsible for repayment of both principal, interest as well as all associated fees out of Client's share of any recovery.

Client agrees to indemnify and defend Firm against any claims for the non-payment of costs incurred on behalf of Client which includes the payment of any incurred reasonable attorneys fees and costs.

You will generally be expected to pay such costs before they are incurred. All costs Client does not pay before they are incurred will be deducted from the Client's share of any recovery.

In the event of a loss, if the opposing party is awarded attorneys' fees and/or costs, including witness fees, the client shall be solely responsible for their payment.

Medical Treatment: It is understood that the cost of medical care and treatment is the sole obligation of the Client for which the undersigned Client is responsible either independently or out of the undersigned Client's share of any recovery and does not constitute costs under this Agreement nor charges against Attorney in any way.

Initial FE

III.
DISCLAIMER OF WARRANTY

Firm has made no warranties as to the successful resolution of this matter, and all expressions made by Firm relative thereto are matters of Firm's opinion only.

IV.
ATTORNEY LIEN

Client hereby gives and assigns to Attorney an irrevocable lien on any sum to which Client may become entitled to secure attorney's compensation and any costs advanced by Attorney, as well as any costs, interest and/or fees associated with funding of costs by a financial institution pursuant to applicable provisions of this Agreement. Client further understands that in the event of a termination of the Attorney-Client relationship, the reasonable value of Attorney's services shall be the greater of Two Hundred and Fifty Dollars (\$250.00) per hour or the appropriate percentage of any outstanding settlement offer pursuant to applicable provisions of this Agreement.

Should the lien be calculated on an hourly rate, it is further agreed that the reasonable value of paralegal or legal assistant services shall be Seventy Five Dollars (\$75.00) per hour. **If no recovery is obtained the Attorney will receive no fee for her professional services.**

V.
POWER OF ATTORNEY

Client hereby gives Attorney full power of attorney as is necessary to represent Client including, but not limited to, the power to sign all letters, pleadings, motions, orders, court document, verifications and dismissals in every respect as though Client were personally so doing, subject to the Nevada Supreme Court Rules regarding professional conduct. It is further understood that if the Client becomes unavailable for any reason during the conduct of the Client's case, and Attorney in his reasonable judgment believes that the Client's interest would be best served by a timely settlement of the case, Attorney may, after reasonable efforts to contact the Client, negotiate settlements on the Client's behalf and affix Client's signature to releases and checks, drafts and documents as may be required, and distribute the funds according to this Agreement, holding the Client's share in trust awaiting instructions from the Client. "Reasonable efforts" for purposes of this paragraph are defined as sending a certified letter to the Client at Client's last known address and a letter by regular mail in care of the Client's closest relative or friend, if the name and address is supplied at the time of the initial interview. Client expressly authorizes Attorney to negotiate medical payments, insurance checks or drafts and/or checks or drafts for insurance providers which arrive prior to settlement of the case. This negotiation shall be for the

Initial FE

sole and exclusive purpose of depositing said checks into Attorney's trust account so that the said checks or drafts will not unduly age prior to depositing and so Client's personal presence will not be required for such technical purpose. In this regard, Client specifically authorizes Attorney to affix Client's signature to said checks or drafts for such limited purposes.

Firm understands that Client may have received benefits from Medicare that covered a portion of her/his medical expenses. Firm will contact Medicare to ascertain those benefits and work with Client and Medicare on proper reimbursement to Medicare. The Medicare beneficiary's name is _____; the beneficiary's Health Insurance Claim number is _____; the date of injury for which the beneficiary has filed a liability insurance claim is _____, N/A

VI.
ADDITIONAL CONDITIONS

Any breach of this Agreement shall entitle the non-breaching party to its reasonable attorneys' fees and costs. Any disputes between the parties hereunder shall be submitted to binding arbitration before a private arbitration service mutually agreed to by the parties. The venue for any arbitration shall be in the City of Las Vegas, State of Nevada. If the parties fail to agree on an arbitration service, then the matter shall be submitted to the Eighth Judicial District of the District Court of Clark County, Nevada under the courts mandatory arbitration program.

Firm is not in the business of providing tax advice regarding any lawsuit or settlement proceeds. Please consult your accountant or tax adviser to assess your tax situation or any potential tax liability. If you are receiving a settlement, you are advised to contact your tax advisor prior to settlement.

Firm is not in the storage business. We will destroy your file 30 days after your case resolves (i.e. - you receive money from this Firm). If you wish to retain any of your file, you must let us know within those 30 days.

The use of the singular herein shall include the plural. The obligation of two or more clients shall be joint and several.

This agreement may be signed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute the whole of said instrument, binding all the parties hereto, notwithstanding that all of the parties are not signatories to the original or the same counterparts. Facsimile and electronically signed and/or electronically transmitted executed copies shall be treated as originals.

Initial FE

The rule of construction of contracts against the drafter shall be of no force and effect in the interpretation of this contract.


This Agreement constitutes the full and complete covenants and conditions agreed to by the parties herein. Any modification of this Agreement shall have no force and effect unless it is in writing and dated and signed by all parties.

NOTICE IS HEREBY GIVEN that any lawsuit brought for the purposes of harassment may result in the assessment of attorneys' fees and costs against the person(s) bringing the lawsuit. Attorneys' fees, costs, interest, and costs associated with collection fees may also be claimed by the prevailing party in any lawsuit in accordance with state law or as provided by contract.

IN WITNESS WHEREOF, at Las Vegas, Nevada, the parties have executed this document on the date first set forth above.

By: 
Client/Beneficiary

Date: 8/17/17

By: 
Las Vegas Legal Advisors
HERA ARMENIAN, ESQ.
NV Bar No. 12322

Date: 8/17/17

Initial _____

ATTORNEY RETAINER AND CONTINGENCY FEE AGREEMENT

This Agreement (the "Agreement") is made this 20 day of June, 2019, by ADROUSHAN ARMENIAN (the "Client") and Las Vegas Legal Advisors, (the "Firm") and Hera Armenian, Esq.

WITNESSETH

Client retains or hires Firm to prosecute a claim on behalf of ADROUSHAN ARMENIAN against DENISE STERLING and any person, entity or insurance company who may be liable for damages as a result of the incident occurring on 06/19/2019. Client agrees and understands that this Firm shall not represent Client in any worker's compensation claim or in any matter relating to any worker's compensation claim.

I.

CONTINGENCY FEE

Client shall pay Firm a fee of thirty-three and 1/3 percent (33.3%) of the gross recovery (regardless of the manner or form) hereafter if settled without filing suit or demand for arbitration or mediation. If Firm files suit or demand for arbitration or mediation, then the fee shall increase to forty percent (40%) of the gross recovery. The Firm also reserves the right to retain additional outside counsel to assist in the work your matter requires. Client acknowledges and agrees that if Client was referred to Attorney by another attorney, there will be a division of the Attorney's fee between the Attorney and referring counsel.

The phrase "gross recovery" as used herein includes, in addition to any recovery from any third party, recovery obtained or compensation for any injury or damage resulting from this accident. It specifically includes any recovery realized from any uninsured motorist, under-insured motorist and/or medical payments coverage as well as any monies obtained from any health insurance carrier as reimbursement for medical expense for injuries sustained in or resulting from this incident. In this regard Attorney shall collect medical bills and negotiate the reasonableness of medical billings. Attorney shall also collect and distribute monies thus obtained.

If the recovery is in the form of a structured settlement (periodic payments rather than one lump sum), the attorney's fees may, at the Attorney's option, be structured or may be calculated on the present day value of the settlement and may be paid from the first monies received.

It is also agreed that any award of attorneys' fees shall be the sole and exclusive property of the Firm.

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This fee is not set by law, but is subject to negotiation between Attorney and Client, and could under law be higher or lower should the parties not have agreed to the percentages stated herein.

II. COSTS OF ACTIONS

Client agrees to assume and pay for all costs incurred in connection with this matter, including but not limited to, filing fees, witness fees, travel, expert witness fees, sheriff's fees, electronic research fees, expenses of depositions, investigative expenses, postage, long distance phone calls and faxes, electronic filing fees, delivery fees, medical record request fees, lien negotiation/resolution fees and other incidental expenses. The medical record requests and lien negotiation/resolution are handled by a third-party vendor that charges for these services.

Client is hereby notified that there is a standard minimum charge of \$250.00 added to each case for incidental expenses such as: postage, photographic materials and services, phone calls, runner services, medical record copy charges, etc. If costs exceed the sum of \$250.00, the balance or difference of all other charges related to the handling of this case shall be deducted from Client's share of the final recovery, in accordance with applicable provisions of this Agreement. Client is hereby notified that if litigation of the claim should become necessary, the cost related to incidental expenses shall increase to at least \$500.00 or more depending on the case and the actual costs incurred.

Client is hereby notified and agrees that, at attorney's sole discretion, funding for costs of suit and/or expenses of representation, investigation and preparation in this case may be obtained by attorney from a financial institution and in such event, Client is responsible for repayment of both principal, interest as well as all associated fees out of Client's share of any recovery.

Client agrees to indemnify and defend Firm against any claims for the non-payment of costs incurred on behalf of Client which includes the payment of any incurred reasonable attorneys fees and costs.

You will generally be expected to pay such costs before they are incurred. All costs Client does not pay before they are incurred will be deducted from the Client's share of any recovery.

In the event of a loss, if the opposing party is awarded attorneys' fees and/or costs, including witness fees, the client shall be solely responsible for their payment.

Medical Treatment: It is understood that the cost of medical care and treatment is the sole obligation of the Client for which the undersigned Client is responsible either independently or out of the undersigned Client's share of any recovery and does not constitute costs under this Agreement nor charges against Attorney in any way.

Initial 

III.
DISCLAIMER OF WARRANTY

Firm has made no warranties as to the successful resolution of this matter, and all expressions made by Firm relative thereto are matters of Firm's opinion only.

IV.
ATTORNEY LIEN

Client hereby gives and assigns to Attorney an irrevocable lien on any sum to which Client may become entitled to secure attorney's compensation and any costs advanced by Attorney, as well as any costs, interest and/or fees associated with funding of costs by a financial institution pursuant to applicable provisions of this Agreement. Client further understands that in the event of a termination of the Attorney-Client relationship, the reasonable value of Attorney's services shall be the greater of Two Hundred and Fifty Dollars (\$250.00) per hour or the appropriate percentage of any outstanding settlement offer pursuant to applicable provisions of this Agreement.

Should the lien be calculated on an hourly rate, it is further agreed that the reasonable value of paralegal or legal assistant services shall be Seventy Five Dollars (\$75.00) per hour. **If no recovery is obtained the Attorney will receive no fee for her professional services.**

V.
POWER OF ATTORNEY

Client hereby gives Attorney full power of attorney as is necessary to represent Client including, but not limited to, the power to sign all letters, pleadings, motions, orders, court document, verifications and dismissals in every respect as though Client were personally so doing, subject to the Nevada Supreme Court Rules regarding professional conduct. It is further understood that if the Client becomes unavailable for any reason during the conduct of the Client's case, and Attorney in his reasonable judgment believes that the Client's interest would be best served by a timely settlement of the case, Attorney may, after reasonable efforts to contact the Client, negotiate settlements on the Client's behalf and affix Client's signature to releases and checks, drafts and documents as may be required, and distribute the funds according to this Agreement, holding the Client's share in trust awaiting instructions from the Client. "Reasonable efforts" for purposes of this paragraph are defined as sending a certified letter to the Client at Client's last known address and a letter by regular mail in care of the Client's closest relative or friend, if the name and address is supplied at the time of the initial interview. Client expressly authorizes Attorney to negotiate medical payments, insurance checks or drafts and/or checks or drafts for insurance providers which arrive prior to settlement of the case. This negotiation shall be for the

Initial AA

sole and exclusive purpose of depositing said checks into Attorney's trust account so that the said checks or drafts will not unduly age prior to depositing and so Client's personal presence will not be required for such technical purpose. In this regard, Client specifically authorizes Attorney to affix Client's signature to said checks or drafts for such limited purposes.

Firm understands that Client may have received benefits from Medicare that covered a portion of her/his medical expenses. Firm will contact Medicare to ascertain those benefits and work with Client and Medicare on proper reimbursement to Medicare. The Medicare beneficiary's name is _____; the beneficiary's Health Insurance Claim number is _____; the date of injury for which the beneficiary has filed a liability insurance claim is _____. N/A

VI.
ADDITIONAL CONDITIONS

Any breach of this Agreement shall entitle the non-breaching party to its reasonable attorneys' fees and costs. Any disputes between the parties hereunder shall be submitted to binding arbitration before a private arbitration service mutually agreed to by the parties. The venue for any arbitration shall be in the City of Las Vegas, State of Nevada. If the parties fail to agree on an arbitration service, then the matter shall be submitted to the Eighth Judicial District of the District Court of Clark County, Nevada under the courts mandatory arbitration program.

Firm is not in the business of providing tax advice regarding any lawsuit or settlement proceeds. Please consult your accountant or tax adviser to assess your tax situation or any potential tax liability. If you are receiving a settlement, you are advised to contact your tax advisor prior to settlement.

Firm is not in the storage business. We will destroy your file 30 days after your case resolves (i.e. - you receive money from this Firm). If you wish to retain any of your file, you must let us know within those 30 days.

The use of the singular herein shall include the plural. The obligation of two or more clients shall be joint and several.

This agreement may be signed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute the whole of said instrument, binding all the parties hereto, notwithstanding that all of the parties are not signatories to the original or the same counterparts. Facsimile and electronically signed and/or electronically transmitted executed copies shall be treated as originals.

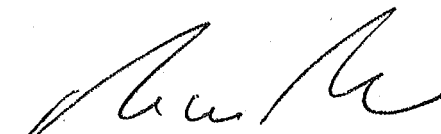
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The rule of construction of contracts against the drafter shall be of no force and effect in the interpretation of this contract.

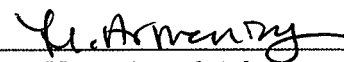
This Agreement constitutes the full and complete covenants and conditions agreed to by the parties herein. Any modification of this Agreement shall have no force and effect unless it is in writing and dated and signed by all parties.

NOTICE IS HEREBY GIVEN that any lawsuit brought for the purposes of harassment may result in the assessment of attorneys' fees and costs against the person(s) bringing the lawsuit. Attorneys' fees, costs, interest, and costs associated with collection fees may also be claimed by the prevailing party in any lawsuit in accordance with state law or as provided by contract.

IN WITNESS WHEREOF, at Las Vegas, Nevada, the parties have executed this document on the date first set forth above.

By: 
Client/Beneficiary

Date: 6/20/2019

By: 
Las Vegas Legal Advisors
HERA ARMENIAN, ESQ.
NV Bar No. 12322

Date: 6/20/2019

Initial _____

LAS VEGAS LEGAL ADVISORS

1013 Whitney Ranch Drive Suite 110 • Henderson • NV • 89014
Tel (702) 723-9913 • Fax (702) 723-9914

April 30, 2020

Via USPS Certified Mail
##7017 1000 0000 7831 0823

USAA Insurance
Attn: Janet Silveira
P.O. Box 26001
Daphne, AL 36526

CONFIDENTIAL SETTLEMENT DISCUSSIONS N.R.S. 48.105 POLICY LIMIT DEMAND (\$100,000.00)

Re: Our Client: Adroushan ("Andy") Kevork Armenian
Claim No.: 040161638-002
Your Insured: Denise Sterling
DOL: 06/19/2019

Dear Ms. Silveira:

As you are aware, our office represents Adroushan Armenian, who was involved in an automobile accident on 06/19/2019 with your insured, Denise Sterling. As you are also aware, our client suffered significant injuries from the accident.

The medical specials are as follows:

CORE Rehab	\$4,588.00
Simon Medical Imaging	\$5,561.60
Southern Nevada Medical Group	\$1,675.00
Desert Institute of Spine Care	\$2,500.00
Interventional Pain & Spine Institute	\$800.00
Interventional Pain & Spine Institute	
Procedure Estimate	\$9,050.00
Subtotal	\$ <u>24,174.60</u>

We have enclosed the entire medical records and medical bills that resulted from the accident your insured caused. The current medical expenses for our client, Adroushan

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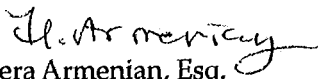
Armenian, are \$24,174.60. These are the bills of which our office is aware. We may submit additional bills should they become available to us.

Please keep in mind that if you refuse to properly resolve this claim, my client will proceed directly against Denise Sterling. Mr. Armenian will reserve his legal right to proceed against your insured personally as well as against your insurance company for violation of the insurance code provisions and cases, as they pertain to statutory bad faith, as well as any common law actions for bad faith and any fiduciary breaches on your part of the part of your insurance company.

Please be advised that due to the nature and extent of the injuries incurred by our client, we are hereby **demanding the policy limit of \$100,000** for full and final settlement conditional upon your providing a copy of your insured's policy declaration sheet. This demand is also contingent on representation that there is no additional insurance coverage covering either the owner or the driver of the subject vehicle. Your acceptance of this demand must be received in writing by 5:00 p.m., Monday, May 25, 2020, or this offer is withdrawn.

I look forward to resolving this matter. If you have any questions please do not hesitate to contact me.

Best Regards,


Hera Armenian, Esq.

**** The enclosed medical records and bills may be in the form of an electronic media, i.e. CDs. If you cannot access the content of the CD(s) or if this demand letter is not accompanied with said medical records and bills, please contact our office immediately at (702) 723-9913. ****



USAA General Indemnity Company

RELEASE OF ALL CLAIMS AND HOLD HARMLESS AGREEMENT

Member Name	Claim Number	Date of Loss
Denise Sterling	040161638 - 002	06/19/2019

FOR AND IN CONSIDERATION of the payment to me/us of the sum of Thirty five Thousand Dollars and 00/100 (\$35,000.00) Dollars, the receipt of which is hereby acknowledged, I/we, being of lawful age, do hereby release, acquit, and forever discharge Denise Sterling his/her heirs, executors and assigns, from any liability now accrued or hereafter to accrue on account of any and all claims or causes of action which I/we now or may hereafter have for personal injuries, damage to property, loss of services, medical expenses, contribution, indemnification, losses or damages of any and every kind or nature whatsoever, now known or unknown or that may hereafter develop, by me/us sustained or received on or about June 19, 2019 through an automobile accident. I/We hereby declare that I/we fully understand the terms of this settlement and voluntarily accept said sum for the purpose of making a full and final compromise, adjustment and settlement of the injuries, damages, expenses, and inconvenience above mentioned and further intend to release all my/our claims for injury or damage or consequences thereof now known or unknown or which hereafter arise from this accident. This specifically includes release of any and all claims which the undersigned may have for contribution or indemnification.

IT IS FURTHER AGREED AND UNDERSTOOD that I/we expressly assume all responsibility for the payment of any and all liens, assignments of benefits, assignments of causes of action (medical or otherwise) or subrogated causes of action arising out of the aforesaid claims or causes of action or arising out of legal services related thereto. I/We agree to instruct and authorize my/our attorney to pay or compromise all such liens, assignments, or subrogated causes of action out of the proceeds of the settlement which is the subject of this release. I/We agree to hold harmless, defend, and indemnify all person or persons, companies (including its affiliates, past, present and future), and/or entities released herein, their officers, employees, agents, servants, and insurers, from and against any and all known or unknown claims, actions, suits, liens, debts, assignments of causes of action, subrogated actions, damages, losses, costs, attorney's fees, and expenses suffered, paid or incurred, now or in the future, by any of them, arising out of any aforesaid claims or actions.

IT BEING FURTHER AGREED AND UNDERSTOOD that this settlement is a compromise of a disputed claim and that the payment is not to be construed as an admission on the part of the party or parties hereby released of any liability whatever in consequence of said accident.

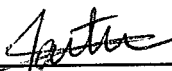
I/We further agree and acknowledge that the releasees, and each of them, expressly reserve all rights of action of whatever kind against me/us, my/our heirs, executors, administrators and assigns on account of, or in any way growing out of, the above described occurrence or accident.

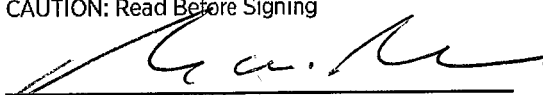
I/We further state that the foregoing release has been carefully read, and I/we know the contents thereof, have signed the same as my/our own free act and have not been influenced in making this settlement by any representation of the party or parties released.

Executed at Henderson, NV, this 14th day of July, 2020.
City/State Day Month Year

Witnesses: Catherine Sarkhanian

CAUTION: Read Before Signing


Signature


Legal Signature

1013 Whitney Ranch Dr. #110
Address Henderson NV 89014

Adroushan Armenian
Adroushan Armenian
Print Name

Signature

Legal Signature

Address

Print Name

LAS VEGAS LEGAL ADVISORS

1013 Whitney Ranch Drive Suite 110 • Henderson • NV • 89014
Tel (702) 723-9913 • Fax (702) 723-9914

Settlement Memorandum

Our Client: Adroushan Armenain
Date of Birth: [REDACTED]
Date of Loss: 06/19/2019

Recovery:

At fault Insurance (USAA) \$35,000.00

Deduct & Retain to Pay to Las Vegas Legal Advisors:

Attorney Fees (33.33%) \$11,655.00
Case Expenses \$0.00

Deduct & Retain to Pay to Others:

	<u>Original Lien</u>	<u>Reduced Lien</u>
SIMON MED	\$5,561.00	\$3,614.65
CORE REHAB	\$4,588.00	\$2,982.20
Southern NV Medical Group	\$1,675.00	\$1,088.75
Interventional Pain and Spine Institute	\$800.00	\$560.00
Desert Institute of Spine	\$2,500.00	\$1,625.00

Total Settlement:	\$35,000.00
Total Deductions:	\$21,525.60
Net Amount Due Client:	\$13,474.40

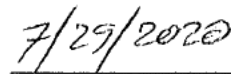
I hereby approve the above settlement and distribution of proceeds. I understand that any and all outstanding medical expenses related to this case will be my sole responsibility. Las Vegas Legal Advisors is only accountable for the charges listed above.



Name



Signature



Date

LAS VEGAS LEGAL ADVISORS

1013 Whitney Ranch Drive Ste 110 • Henderson • NV • 89014
Tel (702) 723-9913 • Fax (702) 723-9914

July 17, 2020

Via email to Patients@ZotecPartners.com

SIMON MED
Attn: Medical & Billing Records
PO BOX 204165
Dallas, TX 89014-3209

Re: Our Client: Adroushan ("Andy") Armenian
Date of Birth: [REDACTED]
Date of Loss: 06/19/2019
Date(s) of Service: 06/28/2019, 07/16/2019, & 09/16/2019
Patient Acct No.: 3064206-QSIMN-1A

To Whom It May Concern:

The purpose of this correspondence is to request a reduction of the balance owed to Simon Med Imaging in the amount of \$1,946.35. The amount owed to Simon Med after the reduction will be \$3,614.65.

The reduction requested from SIMON MED is as follows:

ORIGINAL LIEN	\$	5,561.00
<u>REDUCTION REQUESTED</u>	\$	<u>1,946.35</u>
REDUCED LIEN	\$	3,614.65

Your prompt attention to this matter is greatly appreciated. If you agree to the reduction amount stated above, please sign below where indicated and **fax this form back to our office** at your earliest convenience. Otherwise, please do not hesitate to contact our office to discuss this matter further.

Kindra Delgarito
Authorized Signature & Title

Reduction Lead

Kindra Delgarito
Print Name

07/28/2020
Date



Hera Armenian <hera.armenian@gmail.com>

Reduction Request

Hera Armenian <hera.armenian@gmail.com>
To: Marisela Galindo <Marisela@corerehab.com>
Cc: Hera Armenian <hera@lasvegaslegaladvisors.com>

Wed, Jul 29, 2020 at 1:44 PM

Marisela,

It was a pleasure speaking to you earlier today. Thank you for verbally approving the attached reduction request. Please return a signed copy for our records at your convenience.

Thank you!
Hera
(702) 580-6348

Virus-free. www.avast.com

Core Reduction Req 7.29.20.pdf
128K

LAS VEGAS LEGAL ADVISORS

1013 Whitney Ranch Drive Ste 110 • Henderson • NV • 89014
Tel (702) 723-9913 • Fax (702) 723-9914

July 29, 2020

Via Facsimile (702) 577-1956

CORE REHAB

Attn: **Medical & Billing Records**

10620 Southern Highlands Pkwy. Ste 110-329

Las Vegas, Nevada 89146

Re: Our Client: Adroushan ("Andy") Armenian
Date of Birth: [REDACTED]
Date of Loss: 06/19/2019

To Whom It May Concern:

The purpose of this correspondence is to request a reduction of the balance owed to Core Rehab in the amount of \$1,605.80. The amount owed to Core Rehab after the reduction will be \$2,982.20.

The reduction requested from Core Rehab is as follows:

ORIGINAL LIEN	\$	4,588.00
<u>REDUCTION REQUESTED</u>	\$	<u>1,605.80</u>
REDUCED LIEN	\$	2,982.20

Your prompt attention to this matter is greatly appreciated. If you agree to the reduction amount stated above, please sign below where indicated and **fax this form back to our office** at your earliest convenience. Otherwise, please do not hesitate to contact our office to discuss this matter further.

Authorized Signature & Title

Print Name

Date

LAS VEGAS LEGAL ADVISORS

1013 Whitney Ranch Drive Ste 110 • Henderson • NV • 89014

Tel (702) 723-9913 • Fax (702) 723-9914

07/17/2020 15:42 Hora

(FAX)702 456 8849

P.001/001

LAS VEGAS LEGAL ADVISORS

1013 Whitney Ranch Drive Ste 110 • Henderson • NV • 89014
Tel (702) 723-9913 • Fax (702) 723-9914

July 17, 2020

Via Facsimile (702) 386-0977

SOUTHERN NEVADA MEDICAL GROUP
Attn: Medical & Billing Records
1485 E. Flamingo Rd,
Las Vegas, Nevada 89119

Re: Our Client: Adroushan ("Andy") Armenian
Date of Birth: [REDACTED]
Date of Loss: 06/19/2019

To Whom It May Concern:

The purpose of this correspondence is to request a reduction of the balance owed to Interventional Pain and Spine Institute in the amount of \$586.25. The amount owed to Southern Nevada Medical Group after the reduction will be \$1,088.75.

The reduction requested from Interventional Pain and Spine Institute is as follows:

ORIGINAL LIEN	\$	1,675.00
<u>REDUCTION REQUESTED</u>	\$	<u>586.25</u>
REDUCED LIEN	\$	1,088.75

Your prompt attention to this matter is greatly appreciated. If you agree to the reduction amount stated above, please sign below where indicated and fax this form back to our office at your earliest convenience. Otherwise, please do not hesitate to contact our office to discuss this matter further.


Authorized Signature & Title

Tyler Morgan
Print Name

7/20/2020, 12:02:15 PM
Date

RX Date/Time 07/22/2020 14:34
07/22/2020 14:33 T-07:00 TO: +17024568849 FROM: 5094570051
07/17/2020 12:48 Nora

P.002

(FAX)702 456 8849

P.001/001

LAS VEGAS LEGAL ADVISORS

1013 Whitney Ranch Drive Ste 110 • Henderson • NV • 89014
Tel (702) 723-9913 • Fax (702) 723-9914

July 17, 2020

Via Facsimile (702) 357-8005

Interventional Pain and Spine Institute
Attn: Medical & Billing Records
851 S. Rampart Boulevard, Suite 100
Las Vegas, Nevada 89145

Re: Our Client: Adroushan ("Andy") Armentian
Date of Birth: [REDACTED]
Date of Loss: 06/19/2019

To Whom It May Concern:

The purpose of this correspondence is to request a reduction of the balance owed to Interventional Pain and Spine Institute in the amount of \$240.00. The amount owed to Interventional Pain and Spine Institute after the reduction will be \$560.00.

The reduction requested from Interventional Pain and Spine Institute is as follows:

ORIGINAL LIEN	\$	800.00
<u>REDUCTION REQUESTED</u>	\$	<u>240.00</u>
REDUCED LIEN	\$	560.00

Your prompt attention to this matter is greatly appreciated. If you agree to the reduction amount stated above, please sign below where indicated and fax this form back to our office at your earliest convenience. Otherwise, please do not hesitate to contact our office to discuss this matter further.


Authorized Signature & Title


Print Name


Date

07/17/2020 12:50 Nora

(FAX) 702 458 8849

P.001/001

LAS VEGAS LEGAL ADVISORS

1013 Whitney Ranch Drive Ste 110 • Henderson • NV • 89014

Tel (702) 723-9913 • Fax (702) 723-9914

July 17, 2020

Via Facsimile (702) 946-5115

Desert Institute of Spine
Attn: Medical & Billing Records
9839 W. Sunset Rd, Suite 100
Las Vegas, Nevada 89148

Re: Our Client: Adroushan ("Andy") Armentian
Date of Birth: [REDACTED]
Date of Loss: 06/19/2019

To Whom It May Concern:

The purpose of this correspondence is to request a reduction of the balance owed to Interventional Pain and Spine Institute in the amount of \$875.00. The amount owed to Desert Institute of Spine after the reduction will be \$1,625.00.

The reduction requested from Interventional Pain and Spine Institute is as follows:

ORIGINAL LIEN	\$ 2,500.00
<u>REDUCTION REQUESTED</u>	<u>\$ 875.00</u>
REDUCED LIEN	\$ 1,625.00

Your prompt attention to this matter is greatly appreciated. If you agree to the reduction amount stated above, please sign below where indicated and fax this form back to our office at your earliest convenience. Otherwise, please do not hesitate to contact our office to discuss this matter further.

Agreed:
Mia Alfonso-Admin
Authorized Signature & Title Print Name
for DISC

7/20/2020
Date



SimonMed
See Tomorrow Today

4055317

NOTICE OF PROVIDER LIEN

Patient Name: Adroushan Armenian DOB: [REDACTED] Date of Injury: 9/1/19

Attorney Name: <u>Hera Armenian</u>	Firm Name: <u>Las Vegas Legal Advisors</u>
Address: <u>1013 Whitney Ranch Dr.</u>	City: <u>Henderson</u> State: <u>NV</u> Zip Code: <u>89014</u>
Phone: <u>702 580 6348</u>	Fax: _____ Email: <u>Hera.Armenian@gmail.com</u>
Auto Insurance Company: _____	Adjuster's Name: _____
Policy #: _____	Claim #: _____
Phone: _____	Fax: _____ Email: _____

I authorize the release of all my protected health information in SimonMed Imaging's possession, including reports, images, billing records, to my attorney. I hereby release SimonMed Imaging and your employees from any and all liability for fulfilling the authorization request for release of medical information. I understand it is possible that the information in my medical records may be disclosed by the recipient to other parties. This consent will expire when the case settles. I have given my consent freely, voluntarily and without coercion. I may revoke this authorization at any time providing that I notify SMI Imaging, LLC, SimonMed Imaging, Inc., SimonMed Imaging, a professional corporation (collectively SimonMed Imaging) in writing to that effect. I understand that any releases, which were made prior to my revocation in compliance with this authorization, shall not constitute a breach of my rights to confidentiality. I understand that a photocopy/facsimile of this authorization is considered acceptable in lieu of the original.

I hereby authorize and direct you, my attorney, to: (1) withhold from any settlement, judgment or verdict resulting from the accident in an amount equal to any and all sums I owe to SimonMed Imaging for medical services provided to me by SimonMed Imaging; and (2) pay such sums directly to SimonMed Imaging. I hereby acknowledge that SimonMed Imaging has provided and/or will provide medical services to me as a result of such injury. I hereby further give a lien on my case to SimonMed Imaging against any and all proceeds of my settlement, judgment, or verdict which may be paid to you, my attorney or myself, as a result of the injuries for which I have been treated or injuries in connection therewith.

I fully understand that I am directly and solely responsible to SimonMed Imaging for all medical bills submitted for services provided to me, regardless of whether I receive any settlement, judgment or verdict as a result of the accident.

By signing and returning the below, I have been advised that if my attorney does not wish to cooperate in protecting the medical provider's interest, SimonMed Imaging will not await payment, but may declare the entire balance due and payable. I understand that a photocopy/facsimile of this authorization is considered acceptable in lieu of the original. Please date, sign, and return one copy to SimonMed Imaging and keep one copy for your records.

[Signature] Date: 9/16/2019
Patient Signature

[Signature] Date: 9/16/2019
Attorney Signature

The undersigned, being attorney of record for the above patient, does hereby agree to observe all terms of the above to pay SimonMed Imaging from any settlement, judgment or verdict.

Please email or fax signed Lien form to: Attorney@simonmed.com

WEST COAST
Phone: 602-749-8599
Fax: 602-302-5810

FLORIDA
Phone: 407-250-0947
Fax: 407-475-6810



ASSIGNMENT OF PROCEEDS AND/OR LIEN FOR MEDICAL SERVICES
("Doctor's Lien")

I. Patient and Attorney Information

Patient Name: Adrooushan Armerian Attorney Name: Hera Armerian
Patient SSN: [REDACTED] Address: 1013 Whitney Ranch Dr.
Date of Injury: 6/19/2019 City: Henderson State: NV Zip: 89014
Note/Other: _____ Phone: 702.580.6348 Fax: _____

II. Certification, Authorization and Release in Accordance with HIPAA. Patient and attorney of record ("attorney") certify that the information provided herein is correct and complete. Patient understands that, in accordance with Health Information Portability and Privacy Act of 1996 ("HIPAA"), patient's medical information relating to this personal injury case may be shared to manage and expedite Patient's medical treatment. Patient authorizes Patient Physician, Attorney and any member of the Core Rehab clinics ("the clinic") to secure, release, and disclose such medical treatment information with companies and individuals as deemed necessary, and further agrees that examinations, diagnoses, medical treatments, films and reports can be shared with necessary parties involved in patient's case. Attorney acknowledges that Attorney has obtained a Release of Medical Information from Patient for purposes of communications regarding Patient's medical information and that the Clinic is covered by said Release.

III. Assignment and/or Lien for Medical Services. Patient and Attorney understand that the medical services, supplies and treatment Patient is receiving as a part of the ongoing personal injury claim may be billed as a Lien and may be authorized by applicable state law and practice. Patient hereby irrevocably authorizes and directs Attorney, to pay directly to the Clinic, such sums as may be due and owing for services rendered to Patient by reason of the accident from which the claim arises, and by reason of any other bills that are due to the Clinic, and to withhold such sums from any claim, settlement, judgment or verdict as may be necessary to adequately protect and clear Patient's account with the Clinic. By this assignment, Patient gives this "Lien" on Patient's case to the Clinic against any and all proceeds of any settlement judgment or verdict which may be paid to Attorney, or Patient or to another individual on Patient's behalf, that results from the injuries or illnesses in connection thereto, from which Patient has been treated. In the event another attorney is substituted in this matter, the new attorney shall honor this Lien as inherent to my case, and notice of this Lien shall be Patient's responsibility. This Lien may be signed in parts and have the same force and effect as though executed in one document. It is understood and agreed that a copy of this Lien shall have the same force and effect as the original.

IV. Interest. Interest on this Lien is eighteen percent (18%) per annum commencing thirty (30) days from the date of payment of settlement, judgment or award relating to services rendered by the Clinic to the Patient.

V. Payment Responsibility. Patient understands that Patient remains personally responsible to the Clinic for all medical bills submitted for service rendered to Patient and that this assignment is made solely for the Clinic's protection and in consideration of awaiting payment. Patient further understands that such payment is not contingent on any claim, settlement, judgment or verdict by which Patient may eventually recover said fee. Patient will notify the Clinic of any payment received by Patient for medical services from an insurance company or other source. Payments will be forwarded to the Clinic as requested. Patient further understands and accepts financial responsibility for payment of all accounts with the Clinic. Patient understands that the legal settlement may pay all, part, or none of the Patient's account(s) and that Patient is responsible for complete payment of all accounts(s). Patient understands that Patient is financially responsible for any amount unpaid by this assignment of proceeds and/or lien, as may be authorized by applicable state law and practice. By signing this document Patient fully understand all provision set forth in this Agreement.

Patient/Guardian Signature: _____

Date: 6/28/2019

The undersigned attorney is the obligor in this assignment and does hereby agree to observe all the terms of the above and agrees to withhold such sums from any settlement, judgment or verdict, as may be necessary in order to adequately protect the Clinic. Attorney is expressly directed to hold in Attorney's client trust account such sums from any payment, settlements, depositions, proceeds and/or verdicts received on Patient's behalf as may be required to adequately protect and pay the clinic for services arranged on Patient's behalf by the Clinic. Attorney is further directed to pay from Attorney's client trust account to the Clinic that amount which is due and owing to the Clinic for those medical services, examinations, treatments and reports which the clinic has had prepared on Patient's behalf. Attorney further agrees that in the event Patient secures other counsel in connection with any action instituted by Patient on account of the injuries for which Patient was treated, Attorney shall, to the best of Attorney's ability, inform such new counsel of this assignment and/or lien.

Attorney's Signature: H. Armerian

Date: 7/02/2019

Core Rehab Cooperative, LLC
10620 Southern Highlands Pkwy Ste. 110-329
Las Vegas, NV 89141
702-577-1962 Phone
702-577-1936 Fax



Desert Institute of Spine Care

Andrew M. Cash MD
9339 West Sunset Road Suite 100
Las Vegas, Nevada 89148
Phone: (702) 630-3472 Fax: (702) 946-5115

Patient Name: ARMENIAN ADROUSHAN _____
Last Name First Name Middle
Sex: (circle one) Female ☒ Male Date of Birth: _____ Social Security Number: _____
Ethnicity: Armenian Decline ☐ Race: White Decline ☐

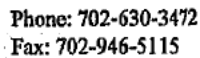
Address: 2050 Troon Drive Henderson NV 89074 USA
Street City State Zip code Country
Phone: Home () Cell (702) 580 0807
Email: Andy.Armenian@gmail.com

Employer Phone: 702 456 6449 Employer Name: Vegas Valley Commercial
Emergency Contact: Nora Relationship: Wife Phone: 702 217 4921

Notice of Privacy Information Practices of Andrew M. Cash MD policy regarding minimum necessary uses and disclosures of protected health information. ☒ I accept or ☐ I decline to receive a copy of privacy practices.

Social Media Site Used: [] Facebook [] Twitter [] Pinterest [] Instagram [] Other: _____
Referring Source: [] Hera Armenian [] _____ [] _____
Health care provider ☒ Attorney Friend/ Relative Insurance book or website
(Circle if applicable) Advertisement, DISC website, Google, Yahoo, Phonebook, Hospital/ ER

Patient Signature: _____ Date: 8/6/2019
By signing this form I hereby consent to and authorize medical treatment, tests, and procedures performed in the office that the physician Deems advisable and necessary based on his/her judgment.



Primary Insurance Co. Name: Medicare

Insured Name: Adroushan Armenian Insured DOB: [REDACTED] Insured Social Security # [REDACTED]
Policy Id# 80137 A04 RH40 Group#

Secondary Insurance Co. Name: USAA

Insured Name: Adroushan Armerian Insured DOB: 6/10/1953 Insured Social Security # ---
Policy Id# 044684202 Group# ---

Print Name: Abdoushan Armeslan Signature: [Signature]

I also have an attorney representing me; the attorney information is:

Attorney name: Hera Armenian Law Firm: Las Vegas Legal Advisors

I understand by using my private health insurance, although I have an Attorney, I will be responsible for payment at time of service and any charges not covered by my insurance.

Signature: _____

Lien Only

I **DO NOT** have health insurance. Therefore, please bill all of my office visits and or charges directly to the attorney listed below:

Attorney name: _____ Law Firm: _____ Date Of injury: _____

Print Name: _____ Signature: _____

Waiving Insurance/ Attorney Only

I have health insurance; the name of my insurance is: Farmer's, however I choose not to use my health insurance. Therefore, please bill all of my office visits and or charges directly to the attorney listed below:

Attorney name: Hera Amearian Law Firm: Las Vegas Legal Date Of injury: 6/19/19

Print Name: Adrooshan Arora Signature: [Signature]

Worker's Compensation:

I have a Work Comp claim;

Company name	Claim Number	Date of Injury
--------------	--------------	----------------

Adjuster Name _____ Adjuster Phone _____



JORG ROSLER, MD
Diplomate, American Board of Pain Medicine
Diplomate, American Board of Anesthesiology
DAVID WEBB, MD
Fellowship Trained in Pain Medicine
Fellowship Trained in Regional
Anesthesiology and Acute Pain Management
ANDREW HALL, MD
Fellowship Trained in Pain Medicine
Diplomate, American Board of Anesthesiology

DOCTOR'S LIEN

Attorney: Hera Armenian
Phone: 702 580 6348
Fax: _____
Patient: Adroushan Armenian
SS#: _____
Date of Injury: 6/19/19
Date of Birth: _____

I do hereby authorize for Interventional Pain and Spine Institute (IPSI) to furnish you, my attorney, with a full report including examination, diagnoses, treatment, prognosis, etc., of myself in regard to the accident of the above cited date of injury.

I hereby authorize and direct you, my attorney, to pay directly IPSI such sums as may be due and owing for medical service rendered to me both by reason of this accident and by reason of any other bills that are due and to withhold such sums from any settlement, judgment or verdict as may be necessary to adequately protect IPSI. I hereby further give a lien on my case to IPSI against any and all proceeds of any settlement, judgment or verdict which may be paid to you, my attorney, or myself, as the result of the injuries for which I have been treated or injuries in connection therewith.

I agree never to rescind this document and that a rescission will not be honored by my attorney. I hereby instruct that in the event another attorney is substituted in this matter, the new attorney honor this lien as inherent to the settlement and enforceable upon this case as if it were executed by him.

I fully understand that I am directly and fully responsible to IPSI for all medical bills submitted for service rendered to me and that this agreement is made solely for additional protection and in consideration of awaiting payment. I further understand that such payment is not contingent on any settlement, judgment or verdict by which I may eventually recover said fee.

I waive the Statute of Limitations regarding Interventional Pain and Spine Institute's right to recover.

[Signature]
Signature of Patient (Parent of Minor)

10/9/19
Date

The undersigned attorney of record for the above patient does hereby agree to observe all the terms of the above and agrees to withhold such funds from any settlement, judgment or verdict, as may be necessary to adequately protect Interventional Pain and Spine Institute.

H. Armenian
Signature of Attorney

10/10/19
Date

PLEASE SIGN AND FAX TO: (888) 904-5523



COM

HERA ARMENIAN, ESQ.
Nevada Bar No. 12322
LAS VEGAS LEGAL ADVISORS
1013 Whitney Ranch Dr., Suite 110
Henderson, Nevada 89014
T: (702) 723-9913
F: (702) 723-9914
Attorney for Plaintiff
FRANKLIN J. ELAM

CASE NO: A-19-800100-C
Department 32

DISTRICT COURT
CLARK COUNTY, NEVADA

FRANKLIN J. ELAM)
)
Plaintiffs,)
)
vs.)
)
RAMONA RODRIGUEZ, an individual;)
GEICO INSURANCE AGENCY INC, a)
Foreign Corporation, d/b/a GEICO; THE)
HARTFORD CASUALTY INSURANCE)
Co., a Foreign Corporation d/b/a The)
Hartford; GENERAL MOTORS LLC,)
d/b/a Cadillac; SONIC-LAS VEGAS C)
WEST, LLC, d/b/a Cadillac of Las Vegas)
and DOES I-X, inclusive Defendants)

Case No.:

Dept. No.:

COMPLAINT

COMES NOW, FRANKLIN J. ELAM, by and through his attorney, Hera
Armenian, Esq., for causes of action against the Defendants, complains and alleges as follows:

I. GENERAL ALLEGATIONS

1. Plaintiff, FRANKLIN J. ELAM, is an individual residing in Clark County,
Nevada.
2. Defendant, RAMONA RODRIGUEZ, is an individual upon information and
belief residing in Clark County, Nevada.

1 3. Defendant, GEICO INSURANCE AGENCY INC., is a foreign corporation doing
2 business in Nevada as GEICO.

3 4. Defendant, THE HARTFORD CASUALTY INSURANCE CO., is a foreign
4 corporation doing business in Nevada as The Hartford.

5 5. Defendant, GENERAL MOTORS LLC, is a foreign corporation doing business in
6 Nevada as Cadillac and General Motors Financing.

7 6. Defendant, SONIC-LAS VEGAS C WEST, LLC, is a domestic limited liability
8 company doing business in Nevada as Cadillac of Las Vegas.

9 7. Plaintiff is ignorant of the true names and capacities of Defendants sued herein as
10 DOES I-X, inclusive, and therefore sue these Defendants by such fictitious names. Plaintiff will
11 amend this Complaint to allege their true names and capacities when they have been ascertained.
12 Plaintiff is informed and believes and thereon alleges, that each of the fictitiously named is
13 negligently responsible in some manner for the occurrences herein alleged, and Plaintiff's
14 injuries as herein alleged were proximately caused by defendants' negligence.
15

16 8. Plaintiff is informed and believes, and thereon alleges, that at all relevant times, each
17 of the Defendants, including DOES I-X, inclusive, was the agent or employee of each of the
18 remaining Defendants, and, in doing the things alleged, was acting within the scope of that
19 agency or employment, or is otherwise liable based upon competing theories, including personal
20 liability.
21

22 **FIRST CAUSE OF ACTION**
23 **(Negligence as against all Defendants)**

24 9. Plaintiff hereby incorporates herein by this reference all of the above and forgoing
25 allegations as though fully set forth herein.

1 10. On or about August 16, 2017, Plaintiff, FRANKLIN J. ELAM, was operating a motor
2 vehicle in Clark County, Nevada, more specifically, travelling southbound on Eastern Avenue,
3 just north of the on ramp to US 95 SB in the in the #1 left turn lane.

4 11. Defendant, RAMONA RODRIGUEZ, was operating a motor vehicle traveling
5 northbound on Eastern south of the intersection of US 95 SB on ramp in the #1 travel lane.

6 12. Plaintiff, FRANKLIN J. ELAM, entered the intersection on a green light and
7 attempted to make a left turn southbound on Eastern Ave.

8 13. Defendant had a duty, among other duties, to reasonably operate a motor vehicle in a
9 safe manner, including operating a motor vehicle at a safe speed, paying full attention while
10 operating a motor vehicle, using due care while operating a motor vehicle, maintaining safe and
11 proper following distance, and not causing a violent collision, among other duties.

12 14. Defendant, RAMONA RODRIGUEZ, failed to pay full attention to the traffic
13 conditions.

14 15. Defendant, RAMONA RODRIGUEZ, failed to use due care in the operation of her
15 motor vehicle.

16 16. Defendant, RAMONA RODRIGUEZ, failed to obey traffic signals and entered the
17 intersection on a red light.

18 17. Defendant, RAMONA RODRIGUEZ, failed to maintain a safe and proper distance
19 between her motor vehicle and Plaintiff's motor vehicle.

20 18. The front left of Defendant RAMONA RODRIGUEZ's motor vehicle collided with
21 the front right of Plaintiff FRANKLIN J. ELAM's motor vehicle.

22 19. Defendant breached her duties by, among other acts, operating a motor vehicle in a
23
24
25

1 dangerous manner, failing to obey traffic signals, operating a motor vehicle at an unsafe speed,
2 failing to pay full attention while operating a motor vehicle, failing to maintain a safe distance,
3 and causing a violent collision, among others.

4 20. The impact of the motor vehicle collision caused substantial bodily harm to Plaintiff.

5 21. Plaintiff suffered injuries from the collision and underwent medical treatment for his
6 injuries.

7 22. As a direct and proximate result of the negligence of Defendants, and each of them,
8 Plaintiff was injured in his health, strength, and activity, sustaining injuries to his body, including
9 but not limited to, injury and trauma to his neck, back, shoulders, arms, all of which injuries have
10 caused and continue to cause Plaintiff physical, mental, and nervous pain and suffering, adding
11 additionally to the general damages exceeding \$10,000.00.

12 23. As a further proximate result of the negligence of Defendants, and each of them,
13 as aforesaid, and because of the injuries, it was medically necessary for the Plaintiff to obtain
14 medical care and treatments; Plaintiffs incurred medical expenses and incidental expenses, and
15 will in the future be compelled to incur additional obligations therefore in an amount unknown to
16 Plaintiff at the present time.

17 24. As a further proximate result of the negligence of Defendants, and each of them,
18 as aforesaid, Plaintiff has incurred property damage, incidental expenses, and repair delay
19 expenses in an amount to be proven at trial.
20

21 25. As a result of Defendants' negligence, Plaintiff has incurred attorney fees and
22 costs in an amount to be determined at trial.

23 **SECOND CAUSE OF ACTION**

24 **(Breach of Good Faith and Fair Dealing)**

25 26. Plaintiff repeats and realleges each and every allegation contained in this Complaint,

and incorporates the same by reference as though fully set forth herein.

27. In every contract, including the contract between Plaintiff and Defendants, there exists in law an implied covenant of good faith and fair dealing.

28. Defendants have breached the covenants of good faith and fair dealing by failing to perform all conditions, covenants, and promises required of them in accordance with their agreement including without limitation, failure to pay over the full money due to Plaintiff, failure to adequately and or timely supply auto parts, failure of warranty, failure of merchantability, and failure to extend a settlement offer to Plaintiff approximating the value of the claim and his out of pocket costs due to the unavailability of auto parts.

29. Defendants, GENERAL MOTORS LLC, a foreign corporation d/b/a Cadillac, and Defendant, SONIC-LAS VEGAS C-West, a Domestic Limited Liability Company d/b/a Cadillac of Las Vegas, actions have breached its duty of good faith and fair dealing by unreasonably delaying and failing to supply the Plaintiff with auto parts which Defendants had warranted and were under a duty to provide. Further, Defendants Cadillac and Cadillac of Las Vegas knew it had no reasonable basis for denying Plaintiff the supply of auto parts and acted in oppressively, and in malicious disregard of the rights of the Plaintiff. Therefore, Plaintiff seeks punitive damages by way of punishment and deterrence in an amount to be determined at trial.

THIRD CAUSE OF ACTION

(Conversion against XXX)

30. Plaintiff repeats and realleges each and every allegation contained in the Complaint, and incorporates the same by reference as though fully set forth herein.

31. Defendants, Cadillac, and Cadillac of Las Vegas entered into a contract through

1 a vehicle lease agreement of a brand new vehicle and warranted that they would provide auto
2 parts regarding the same.

3 32. Defendants Cadillac and Cadillac of Las Vegas failed to provide timely or reasonably
4 supply parts and kept Plaintiff's vehicle for months at a time and on one occasion for over six (6)
5 months.

6 33. Defendants have wrongfully and tortuously converted Plaintiff in his use and
7 possession of his vehicle that were owed and belonging to Plaintiff by Defendants without
8 providing Plaintiff with any reasonable alternatives or compensation.

9 34. It has been necessary for Plaintiff to secure counsel in order to obtain relief requested
10 in this action. Accordingly, Plaintiff is entitled to an award of attorney's fees and costs as
11 damages in this matter.

12 **FOURTH CAUSE OF ACTION**

13 **(Negligent Infliction of Emotional Distress)**

14 35. Plaintiff avers that the conduct described above constitutes negligent infliction of
15 emotional distress by each named Defendant.

16 36. The above alleged acts and conduct of Defendant have caused Plaintiff to suffer
17 severe emotional distress. Such emotional distress has manifested physical and psychological
18 symptoms.

19 37. Defendants conduct, as set forth above, directly and proximately caused the Plaintiff
20 to suffer mental anguish, emotional and physical distress, or were done with reckless disregard
21 for the feelings, health, or welfare of Plaintiff, all of which was foreseeable by the Defendants
22
23
24
25

1 Plaintiff avers that the conduct of the Defendants and the Defendants' authorized and apparent
2 agents, its managers, officers, and employees, were ratified and adopted by the respective
3 Defendants.

4 38. As a direct and proximate result of the acts, conduct and omissions of the Defendants,
5 and their agents acting within the course and scope of their employment and/or duties, Plaintiff
6 has suffered and will continue to suffer stress, loss of earnings, emotional distress, and other
7 damages as set forth below.

8 **II. PRAY FOR RELIEF**

9 WHEREFORE, Plaintiffs prays for judgment against the said Defendants, jointly and
10 severally, and against each of them, as follows:

- 11 1. General damages in a sum in excess of \$10,000.00;
- 12 2. For punitive damages against Defendants GENERAL MOTORS LLC and
13 SONIC-LAS VEGAS C WEST LLS, and each of them, in excess of \$10,000.00;
- 14 3. For reasonable attorneys' fees;
- 15 4. For Plaintiff's costs;
- 16 5. For prejudgment and post judgment interest; and
- 17 6. For such other and further relief as to the Court may deem just and proper.

18 Dated this 12 day of August, 2019.

19 **LAS VEGAS LEGAL ADVISORS**

20 By: H. Armenian
21 HERA ARMENIAN, ESQ.
22 Nevada Bar No. 12322
23 1013 Whitney Ranch Dr., Suite 110
24 Henderson, Nevada 89014
25 T: (702) 723-9913
F: (702) 723-9914
Attorney for Plaintiff,
FRANKLIN J. ELAM

LAS VEGAS LEGAL ADVISORS

1013 Whitney Ranch Drive Suite 110 • Henderson • NV • 89014
Tel (702) 723-9913 • Fax (702) 723-9914

Settlement Memorandum

Our Client: Adroushan Armenain
Date of Birth: [REDACTED]
Date of Loss: 06/19/2019

Recovery:

At fault Insurance (USAA) \$35,000.00

Deduct & Retain to Pay to Las Vegas Legal Advisors:

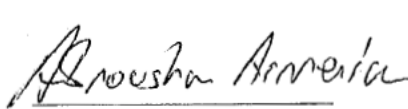
Attorney Fees (33.33%) \$11,655.00
Case Expenses \$0.00

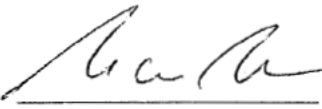
Deduct & Retain to Pay to Others:

	<u>Original Lien</u>	<u>Reduced Lien</u>
SIMON MED	\$5,561.00	\$3,614.65
CORE REHAB	\$4,588.00	\$2,982.20
Southern NV Medical Group	\$1,675.00	\$1,088.75
Interventional Pain and Spine Institute	\$800.00	\$560.00
Desert Institute of Spine	\$2,500.00	\$1,625.00

Total Settlement:	\$35,000.00
Total Deductions:	<u>\$21,525.60</u>
Net Amount Due Client:	\$13,474.40

I hereby approve the above settlement and distribution of proceeds. I understand that any and all outstanding medical expenses related to this case will be my sole responsibility. Las Vegas Legal Advisors is only accountable for the charges listed above.


Name


Signature

7/29/2020
Date

NAME LAS VEGAS LEGAL ADVISORS

ACCOUNT NO. **** 8217

DATE 7/29/2020

78-683
914 30

PAY TO THE ORDER OF Desert Institute of Spine Care

\$ 1,625.⁰⁰/₁₀₀

one thousand six hundred & twenty five dollars only

DOLLARS

Security Features
Include
Details on Back



2605 E. FLAMINGO RD. • LAS VEGAS, NV 89121
Express Line (24 Hour Banking) 1-800-555-6895

FOR Armenian (Andy) Adroushan Acct# 13535

He. Armenian

MP

⑆ [REDACTED] 6833⑆ ⑈ [REDACTED] 8217⑈

NAME LAS VEGAS LEGAL ADVISORS

ACCOUNT NO. **** 8217

DATE 7/29/2020

78-683
914 30

PAY TO THE ORDER OF HERA ARMENIAN

\$ 11,655.⁰⁰/₁₀₀

eleven thousand six hundred & fifty five dollars

DOLLARS

Security Features
Include
Details on Back



2605 E. FLAMINGO RD. • LAS VEGAS, NV 89121
Express Line (24 Hour Banking) 1-800-555-6895

FOR Andy Armenian Atty Fees

He. Armenian

MP

⑆ [REDACTED] 6833⑆ ⑈ [REDACTED] 8217⑈

NAME LAS VEGAS LEGAL ADVISORS

ACCOUNT NO. **** 8217

DATE 7/29/2020

78-683
914 30

PAY TO THE ORDER OF ADROUSHAN ARMENIAN

\$ 13,474.⁴⁰/₁₀₀

thirteen thousand four hundred & seventy four & forty cents

DOLLARS

Security Features
Include
Details on Back



2605 E. FLAMINGO RD. • LAS VEGAS, NV 89121
Express Line (24 Hour Banking) 1-800-555-6895

FOR PI Settlement

He. Armenian

MP

⑆ [REDACTED] 6833⑆ ⑈ [REDACTED] 8217⑈

NAME LAS VEGAS LEGAL ADVISORS

ACCOUNT NO. **** 8217

DATE 7/29/2020

78-683
914 30

PAY
TO THE
ORDER OF

Interventional Pain & Spine Institute

\$ 560.00

five hundred and sixty dollars only

DOLLARS



Security Features
Include:
Details on Back



2605 E. FLAMINGO RD. • LAS VEGAS, NV 89121
Express Line (24 Hour Banking) 1-800-555-6895

FOR Armenian, Adraushan Acct# Arms58843

Le. Armenian

⑆ [REDACTED] 6833⑆ ⑈ [REDACTED] 8217⑈

MP

NAME LAS VEGAS LEGAL ADVISORS

ACCOUNT NO. **** 8217

DATE 7/29/2020

78-683
914 30

PAY
TO THE
ORDER OF

SNI IMAGING LLC

\$ 3614.65

three thousand six hundred & fourteen dollars & sixty-five cents

DOLLARS



Security Features
Include:
Details on Back



2605 E. FLAMINGO RD. • LAS VEGAS, NV 89121
Express Line (24 Hour Banking) 1-800-555-6895

FOR Armenian, Adraushan Acct#
3064206-QSIMN-1A

Le. Armenian

⑆ [REDACTED] 6833⑆ ⑈ [REDACTED] 8217⑈

MP

NAME LAS VEGAS LEGAL ADVISORS

ACCOUNT NO. **** 8217

DATE 7/29/2020

78-683
914 30

PAY
TO THE
ORDER OF

Southern Nevada Medical Group

\$ 1,088.75

one thousand & eighty eight dollars & seventy-five cents

DOLLARS



Security Features
Include:
Details on Back



2605 E. FLAMINGO RD. • LAS VEGAS, NV 89121
Express Line (24 Hour Banking) 1-800-555-6895

Chart ID

FOR Armenian, Adraushan ARAN000002

DOB

Le. Armenian

⑆ [REDACTED] 6833⑆ ⑈ [REDACTED] 8217⑈

MP

NAME LAS VEGAS LEGAL ADVISORS

ACCOUNT NO. **** 8217

DATE 7/29/2020

78-683
914 30

PAY
TO THE
ORDER OF

Core Rehab

\$ 2,982.20

two thousand nine hundred & eighty two & twenty cents DOLLARS



FIRST SAVINGS BANK
2805 E. FLAMINGO RD. • LAS VEGAS, NV 89121
Express Line (24 Hour Banking) 1-800-555-8895

H. Armenian

FOR Armenian, Adnashan

[REDACTED]

Check Number	03065909
Claim Number:	3196666-1
Bill Number:	0
Invoice Number:	
Policy / Insured:	WPP1101140-04/Findlay Management Inc.
Claimant Name:	Franklin J. Elam
Payee ID / Name:	LAS VEGAS LEGAL ADVISORS TRUST ACCOUNT F/B/O FRANKLIN ELAM
Loss Date:	8/16/2017
Location:	993 Auto Show Drive Henderson NV 89014 -
Examiner Code:	29337

Amount:	\$7,500.00	WESCO INSURANCE CO (Claims Funding) 1148
Dates of Service:	-	AmTrust North America
Explanation:	FULL AND FINAL SETTLEMENT OF ALL CLAIMS DEMANDS LIENS	Post Office Box 94574
Category:	55 - Claimant/Attorney	Cleveland, OH 44101
Placement:	6 - Loss	866-450-8608
Transaction Type:		

SETTLEMENT AGREEMENT AND FULL RELEASE

1. Settlement and Consideration

I, FRANKLIN ELAM, on my own behalf, my heirs, executors, administrators, assigns, and legal representatives (collectively, "the Releasors") in consideration of a payment of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00), I hereby forever release and discharge PETE FINDLAY AUTOMOTIVE, INC., dba FINDLAY CADILLAC their parents, all subsidiaries of their parents, and their respective officers, directors, shareholders, affiliates, subsidiaries and divisions, predecessors, successors, attorneys, AmTrust Financial Services, Inc., and all other insurers (collectively, the "Releasees") of and from any and all demands, claims, rights, actions, causes of action, suits, controversies, proceedings, expenses, claims, costs, losses, expenses and fees which said Releasors now have or may have ever had relating in any way to the allegations set forth in the Amended Complaint filed on or about October 24, 2019, titled, FRANKLIN J. ELAM v. RAMONA RODRIGUEZ, an individual; GEICO INSURANCE AGENCY, INC.; THE HARTFORD CASUALTY INSURANCE CO.; GENERAL MOTORS LLC, dba CADILLAC; SONIC-LAS VEGAS C WEST, LLC, dba CADILLAC OF LAS VEGAS; PETE FINDLAY AUTOMOTIVE, INC., dba FINDLAY CADILLAC, Case No. A-19-800100-C (hereinafter "the lawsuit").

2. Full Release

It is fully understood and agreed that this Release covers all potential claims against the Releasees with the intent of the undersigned to extinguish fully each and every claim against the Releasees for injuries or damages sustained as a direct or indirect result of the allegations set forth in the lawsuit.

The remainder of this page intentionally left blank.

3. Further or Future Damages

The Releasors hereby acknowledge, agree and understand that after the date of this Release that their damages may turn out to be greater or different than they now believe them to be, and/or that damages of which they are not now aware may manifest themselves, and that by signing this Release they are accepting that risk and giving up any right to seek further money from, or otherwise to assert any claim or demand against, the Releasees.

4. Warranty and Indemnification

The Releasors hereby represent and warrant that they will satisfy all claims and liens of any kind, including medical, legal and/or insurance liens, if any, that can be asserted against the proceeds of this settlement. The Releasors further represent, warrant and agree that if any lien or claim is asserted that they will satisfy such lien or claim and will indemnify, hold harmless and defend the Releasees from any such lien or claim.

The Releasors, in consideration of the settlement of \$7,500, hereby agree to defend, indemnify, and hold harmless each of the Releasees against any and all causes of action, claims, liens, demands, liability, actions, rights, damages of any kind or nature, costs, charges, losses, expenses, and attorneys' fees arising directly or indirectly from the lawsuit and/or incident referenced in Paragraph 1, relating to the recovery of any one or more of following:

- a. Workers' compensation benefits or social welfare benefits paid or hereafter paid from any source to or in behalf of the Releasors.
- b. Medicare, Medicaid, and Medical insurance benefits paid or hereafter paid to or in behalf of the Releasors, including Medicare Advantage Plan liens.
- c. Hospital insurance benefits paid or hereafter paid to or on behalf of the Releasors.
- d. Medical or hospital services rendered or hereafter rendered to or on behalf of the Releasors.

e. Disability or any other insurance benefits paid or hereafter paid to or on behalf of the Releasors

5. Payments

The Releasors hereby agree, acknowledge, and instruct, permit and authorize the Releasees to make the aforementioned settlement payment of \$7,500.00 by issuing a single check made payable to: "FRANKLIN ELAM and LAS VEGAS LEGAL ADVISORS".

6. Attorney's Fees

Each party hereto shall bear all attorneys' fees and costs arising from the actions of their own counsel in connection with the Complaint, this Settlement Agreement and the matters and documents referred to herein, the filing of a Dismissal of the Complaint, and all related matters.

7. Warranty of Capacity to Execute Agreement

The Releasors represent and warrant that no person or entity other than the Releasors have had any interest in the claims, demands, obligations, or causes of action referred to in this Settlement Agreement and Release, and that they have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Settlement Agreement and Release.

8. No Admission of Liability

It is understood and agreed by the Releasors and Releasees that this Release is not to be construed as an admission of liability on the part of the Releasees and that each of the Releasees expressly denies any liability for any negligence, warranty or other damage of any kind or nature.

The rest of this page intentionally left blank.

9. Informed Decision

The Releasors acknowledge that they have had the advice of independent counsel¹ and execute this Release as their free act and deed.

10. Additional Documents

The Releasors will promptly file all documents and promptly take any other actions necessary or appropriate to terminate the Releasees involvement in the lawsuit, including but not limited to causing Releasors' counsel to execute a Stipulation of Dismissal of all claims brought by the Releasors against the Releasees, which Stipulation shall provide for a dismissal of all such claims with prejudice and without interest, costs, or an award of attorneys' fees and with all rights of appeal involving the Releasees waived.

11. Further Settlement Terms

This Release and the legal relations between the parties hereto shall be governed and construed by the laws of Nevada. The terms of this Settlement Agreement and Full Release are contractual and not mere recitals. This Settlement Agreement and Full Release is an integrated writing and it may not be changed or modified, except in a writing specifically referring hereto and duly executed by the Releasors and by, or on behalf of, each of the Releasees. The Releasors acknowledge that they have been represented by attorneys throughout the negotiations leading to this Settlement Agreement and Full Release, that they have read and reviewed with, and consulted fully with their attorneys regarding the meaning and effect of this Settlement Agreement and Full Release and that they understand and agree to them, that the terms and provisions of this Settlement Agreement and Full Release are not to be construed more strictly against the Releasees than against the Releasors, and that it is the voluntary intention of all parties to this Settlement Agreement and Full Release that its terms and provisions be construed

as having the plain meaning of the terms used herein, for the express purposes of making a full and final compromise of all claims and precluding forever further or additional claims or litigation against any or all of the Releasees arising out of the aforesaid. It is understood and agreed that any provisions of law, statutory or otherwise, the effect of which is to limit the generality of the terms of this Full and Final Release and Settlement Agreement or its effect as a bar to claims not presently known, is expressly waived.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 13th day of August, 2020.

I HAVE READ AND UNDERSTAND THIS RELEASE

Franklin Elam
FRANKLIN ELAM

Sworn to before me and subscribed in my presence this 13th day of August, 2020.

Adroushan Armenian
Notary Public



SIGNED IN THE PRESENCE OF AND APPROVED AS TO FORM AND CONTENT BY:

H. Armenian
HERA ARMENIAN, Esq.
Counsel for Franklin Elam, Plaintiff

GEICO ADVANTAGE INSURANCE CO
ONE GEICO WEST BOX 509119
SAN DIEGO, CA 92150-9119

Claimant: Franklin Elam

Insured Name: Ramona Rodriguez

Feature Symbol & Amount

LOU \$***2500.00

TWO-THOUSAND-FIVE-HUNDRED*AND*00/100*DOLLARS***

Bank of America

South Portland, ME 04106

52-153

112 ME

Claim Number: 0593523990101010

In Payment of: Property Damage Loss Of Use

NO. N 217160965

VOID AFTER 180 DAYS

Date: 08/14/2020

Amount:

\$****2,500.00

Pay to the Order of:

LAS VEGAS LEGAL ADVISORS &
FRANKLIN ELAM

Mail To:

Pyatt Silvestri
701 E Bridger Ave Ste 600
Las Vegas Nv 89101-8941

Neal M. Coig

⑈ 0965⑈ ⑆ 539⑆ 9607⑈

SETTLEMENT AGREEMENT
AND COMPLETE AND ABSOLUTE
RELEASE OF ALL CLAIMS

This Settlement Agreement ("Agreement") is made between and among the following entities and individuals (the "Parties"): Plaintiff, FRANKLIN ELAM, hereinafter referred to as "RELEASOR"; and Defendant, RAMONA RODRIGUEZ, hereinafter referred to as RELEASEE.

RECITALS

A. On or about August 13, 2019, RELEASOR, through counsel, filed a Complaint in a civil action in Department 32 of the Eighth Judicial District Court, Clark County, Nevada, Case Number A-19-800100-C, hereinafter referred to as the "Subject Action."

B. The Subject Action involves claims arising out of motor vehicle accident that occurred at or near the intersection of Eastern Avenue and U.S. 95, in Las Vegas, Nevada, on or about August 16, 2017, as set forth in the Subject Action.

C. In order to settle this action and the differences between the RELEASOR and the RELEASEE, which are based upon, arise out of, or relate to the Subject Action, the Parties have settled and compromised their disputes and differences, based upon, and subject to, the terms and conditions which are set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby described and acknowledged, each of the Parties agree with every other party to perform each of the terms and conditions as stated herein and to abide by the terms of this Agreement.

1. Settlement. RELEASEE (via her insurer, GEICO) agrees to pay the total sum of \$2,500.00 (Two Thousand Five Hundred and 00/100 Dollars), which is hereby acknowledged by the RELEASOR.

...

...

2. **Release of All Claims.**

2.1 For valuable consideration of \$2,500.00 (Two Thousand Five Hundred and 00/100 Dollars), the receipt and adequacy of which is hereby acknowledged, RELEASOR, on behalf of himself, past, present, and future successors, heirs, executors, administrators, insurance companies, assigns, lien holders, representatives, attorneys, and all persons acting by, through, under, or in concert with them, or any of them (hereinafter collectively referred to as "RELEASOR'S RELATED PERSONS"), does hereby fully release and forever discharge the RELEASEE, and each of her past, present, and future successors, assigns, representatives, attorneys, insurance companies, spouses, and all persons acting by, through, under or in concert with them, or any of them (hereinafter collectively referred to as "RELEASEE'S RELATED PERSONS"), of and from any and all manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, liability, claims, demands, losses, costs or expenses, of any nature whatsoever, known or unknown, fixed or contingent (hereinafter called "CLAIMS"), which RELEASOR, and/or any of RELEASOR'S RELATED PERSONS now have or may hereafter have against RELEASEE and/or any of RELEASEE'S RELATED PERSONS, arising out of, based upon, or relating to the Subject Action, as well as any matters, causes or things whatsoever that were or have been, or could have been in any way, alleged in connection with or as a result of the incident which occurred on or about August 16, 2017, as more fully described in RELEASOR'S Complaint on file in the Subject Action.

This Release includes all known and unknown injuries, damages and property damage which the RELEASOR may have suffered or incurred as a result of said incident as well as any and all claims arising out of the Subject Action.

2.2 **Dismissal of Subject Action.** RELEASOR hereby authorizes and instructs his attorney, Hera Armenian, to voluntarily dismiss with prejudice, his Complaint against RELEASEE in the Subject Action immediately upon receipt of the Settlement check from RELEASEE.

...

...

FRANKLIN ELAM v. RAMONA RODRIGUEZ et al.

Settlement Agreement and Release

Page 2 of 6

2.3 RELEASOR promises to refrain from negotiating any Settlement draft or check referenced in this Agreement, pending execution and delivery of this Agreement.

2.4 RELEASOR and RELEASEE agree that the monies paid by RELEASEE in consideration of this Agreement are intended to relate to all claims, injuries and damages claimed by RELEASOR in the Subject Action which RELEASOR claims resulted from the incident which forms the basis of the RELEASOR's CLAIMS and Complaint in the Subject Action.

3. **RELEASOR'S Responsibilities and Representations**

3.1 RELEASOR represents and warrants that there has been no assignment or other transfer of any interest in the Claims which RELEASOR may have against the RELEASEE.

3.2 RELEASOR agrees to defend, indemnify and hold RELEASEE and/or RELEASEE'S RELATED PERSONS harmless from any liability, CLAIMS, demands, damages, costs, expenses, and/or attorney's fees incurred by RELEASEE and/or RELEASEE'S RELATED PERSONS as a result of any person or entity asserting any liens, attorney lien, or any assignment or transfer of any interest in the Claims which RELEASOR has, had or may have against the RELEASEE and/or RELEASEE'S RELATED PERSONS, including but not limited to any liens in any way arising from or related to the Subject Action. It is the intention of the parties that this defense and indemnity obligation does not require payment as a condition precedent to recovery by the RELEASEE and/or RELEASEE'S RELATED PERSONS against RELEASOR under this indemnity.

3.3 RELEASOR agrees that, if RELEASOR hereafter commences, joins in, or in any manner seeks relief through any suit arising out of, based upon, or relating to any of the CLAIMS released hereunder, or in any manner assert against RELEASEE and/or RELEASEE'S RELATED PERSONS any of the CLAIMS released hereunder, then RELEASOR will pay to RELEASEE and/or RELEASEE'S RELATED PERSONS, in addition to any other damages caused to RELEASEE and/or RELEASEE'S RELATED PERSONS, all attorney's fees incurred by RELEASEE and/or RELEASEE'S RELATED PERSONS in defending or otherwise responding to said suit or CLAIM.

...

4.0 Miscellaneous.

4.1 Disputed Claims. Each of the Parties to this Agreement understands and agrees that neither the payment of any sum of money, nor the execution of this Agreement, shall constitute nor be construed as an admission of any liability whatsoever by the RELEASEE and/or RELEASEE'S RELATED PERSONS, by whom liability is denied.

4.2 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

4.3 Attorney's Fees. Should any Party reasonably retain counsel for the purpose of enforcing or preventing the breach of any provision of this Agreement, including but not limited to instituting any action or proceeding to enforce any of its provisions, for damages by reason of any alleged breach of its provisions, for a declaration of such Party's rights or obligations hereunder or for any other judicial remedy, then, if said matter is settled by judicial determination (which term includes arbitration judicially affirmed), the prevailing Party (whether at trial or on appeal) shall be entitled, in addition to such other relief as may be granted, to be reimbursed by the losing Party for all costs and expenses incurred thereby, including but not limited to, reasonable attorney's fees and costs for the services rendered to such prevailing Party.

4.4 Further Assistance. The Parties agree to execute such other documents and to take such other action as may be reasonably necessary to further the purposes of this Agreement.

4.5 Governing Law. This Agreement has been negotiated and entered into in the State of Nevada, and shall be governed by, construed and enforced in accordance with the internal laws of the State of Nevada, applied to contracts made in Nevada, by Nevada domiciliaries to be wholly performed in Nevada.

4.6 Benefit and Burden. This Agreement shall be upon and inure to the benefit of the Parties hereto and their respective heirs, representatives, successors, and assigns.

...

4.7 **Captions and Interpretations.** Paragraph titles or captions contained herein are inserted as a matter of reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof. No provision in this Agreement is to be interpreted for or against any Party because that Party or that Party's legal representative drafted such provision.

4.8 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof, and fully supersedes any and all prior understandings, representations, warranties, and agreements between the Parties hereto, or any of them, pertaining to the subject matter hereof, and may be modified only by written agreement signed by all of the Parties hereto.

4.9 **Independent Advice of Counsel.**

4.9.1 This Release is freely and voluntarily executed by RELEASOR, and RELEASOR hereby declares and represents that the injuries sustained are permanent and progressive, and that recovery therefrom is uncertain and indefinite, and in executing this Agreement, it is understood and agreed that RELEASOR relies wholly upon his own agents and attorneys and his own judgment, belief, and knowledge of the nature, extent, and duration of said injuries, and that RELEASOR has not been influenced to any extent whatsoever in making this Agreement by any representations or statements regarding said injuries or regarding any other matters made by any RELEASEE, RELEASEE'S RELATED PERSONS, and/or by any person or persons representing RELEASEE or RELEASEE'S RELATED PERSONS, or any of them, or by any physician or surgeon employed by RELEASEE or RELEASEE'S RELATED PERSONS.

4.9.2 RELEASOR has read this Agreement and has had the terms used herein, and the consequences thereof, explained by his attorney, Hera Armenian, who is a licensed attorney in the State of Nevada and is representing RELEASOR in the Subject Action.

...

4.10 Voluntary Agreement.

4.10.1 RELEASOR hereby represents that at the time of signing this Agreement, he has not been hospitalized in a medical facility, nor has RELEASOR been admitted to a medical facility within the past fifteen (15) days. RELEASOR further represents that this Agreement is not executed under duress.

4.10.2 RELEASOR further represents and declares that he has carefully read this Agreement and knows the contents thereof, and that he has signed the same freely and voluntarily.

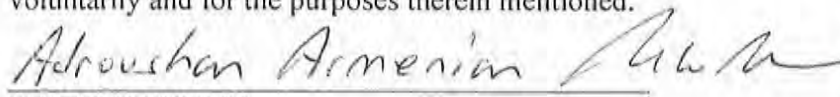
IN WITNESS WHEREOF, the RELEASOR, FRANKLIN ELAM, has executed this Agreement.

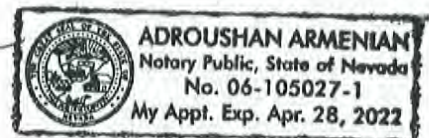
Signed under seal this 2nd day of September, 2020.


FRANKLIN ELAM

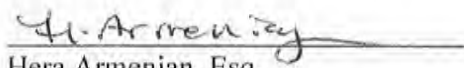
STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 2nd day of September, 2020, before me, the undersigned Notary Public in and for said County and State, appeared FRANKLIN ELAM known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that he did so freely and voluntarily and for the purposes therein mentioned.


NOTARY PUBLIC
In and for Said COUNTY and STATE.



Approved as to Form and Content by:


Hera Armenian, Esq.

FRANKLIN ELAM v. RAMONA RODRIGUEZ et al.
Settlement Agreement and Release
Page 6 of 6

LAS VEGAS LEGAL ADVISORS

1013 Whitney Ranch Drive Suite 110 • Henderson • NV • 89014

Tel (702) 723-9913 • Fax (702) 723-9914

Settlement Memorandum

Our Client: Frank Elam
Date of Loss: 08/16/2017

Total Settlement: **\$10,000.00**

Recovery:

Pete Findlay Automotive (Cadillac)	\$7,500.00
Geico Insurance (at fault)	\$2,500.00

Deduct & Retain to Pay to Las Vegas Legal Advisors:

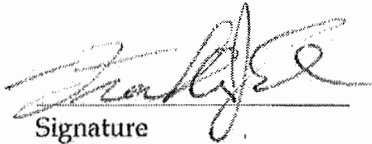
Attorney Fees for Property	\$10,000.00
Case Expenses	\$0.00

Deduct & Retain to Pay to Others:

	<u>Original Lien</u>	<u>Reduced Lien</u>
No Medical Treatment <i>all</i>		
Property Damage		

I hereby approve the above settlement and distribution of proceeds. I understand that any and all outstanding medical expenses related to this case will be my sole responsibility. Las Vegas Legal Advisors is only accountable for the charges listed above.

FRANKLIN ELAM
Name


Signature

9/9/20
Date

Steven D. Grierson

SODW
BRIAN K. TERRY, ESQ.
Nevada Bar No. 3171
STEPHANIE A. CHARTER, ESQ.
Nevada Bar No. 5249
THORNDAL ARMSTRONG DELK
BALKENBUSH & EISINGER
1100 East Bridger Avenue
Las Vegas, NV 89101-5315
Mail To:
P.O. Box 2070
Las Vegas, NV 89125-2070
Tel.: (702) 366-0622
Fax: (702) 366-0327
E-Mail: bterry@thorndal.com
Attorney for Defendant,
Pete Findlay Automotive, Inc. d/b/a
Findlay Cadillac

DISTRICT COURT

CLARK COUNTY, NEVADA

FRANKLIN J. ELAM,

Plaintiff,

vs.

RAMONA RODRIGUEZ, an individual;
GEICO INSURANCE AGENCY INC., a
Foreign Corporation, d/b/a GEICO; THE
HARTFORD CASUALTY INSURANCE Co.,
a Foreign Corporation d/b/a The Hartford;
SONIC-LAS VEGAS C WEST, LLC, d/b/a
Cadillac of Las Vegas, PETE FINDLAY
AUTOMOTIVE, INC., d/b/a Findlay Cadillac,
and DOES I -X, inclusive,

Defendants.

CASE NO. A-19-800100-C

DEPT. NO. 32

AMENDED STIPULATION AND ORDER TO DISMISS

IT IS HEREBY STIPULATED by and between Hera Armenian, Esq., on behalf of
Plaintiff, Franklin J. Elam; Brian Goldman, Esq., on behalf of Defendant Ramona Rodriguez;

1 and Stephanie A. Charter, Esq., on behalf of Defendant Pete Findlay Automotive dba Findlay
2 Cadillac that all of Plaintiff's claims in this matter against these Defendants be dismissed with
3 prejudice and each of these parties will bear their own attorney's fees and costs incurred in the
4 prosecution and defense of this action. The parties further agree that each of these Defendant's
5 respective settlements were made in good faith pursuant to NRS 17.245.

6 Dated this 26th day of August, 2020.

Dated this 31st day of August, 2020.

7 LAS VEGAS LEGAL ADVISORS

THORNDAL, ARMSTRONG, DELK,
BALKENBUSH & EISINGER

9
10 H. Armenian, Esq.
11 Hera Armenian, Esq.
12 Nevada Bar No. 12322
13 1013 Whitney Ranch Dr. Ste. 110
14 Las Vegas, Nevada 89014
15 Tel: (702)723-9913
16 Attorney for Plaintiff
17 Franklin Elam

Stephanie A. Charter, Esq.
Stephanie A. Charter, Esq.
Nevada Bar No. 005249
1100 East Bridger Avenue
P. O. Drawer 2070
Las Vegas, Nevada 89125-2070
Tel: (702) 366-0622
Attorney for Defendant
Pete Findlay Automotive dba
Findlay Cadillac

16 Dated this 2 day of ~~August~~ ^{Sept.}, 2020.

17 PYATT SILVESTRI

18
19 Brian Goldman, Esq.
20 Brian Goldman, Esq.
21 Nevada Bar No. 006317
22 701 Bridger Ave., #600
23 Las Vegas, Nevada 89101
24 Tel: (702)477-0088
25 Attorney for Defendant
26 Ramona Rodriguez

ORDER

26 IT IS SO ORDERED.

26 The Court vacates the minute order
27 entered on September 1, 2020. This
28 order does not affect the June 23,
2020 order. All future hearings shall
be vacated.

Rob Bare
DISTRICT COURT JUDGE ROB BARE



1 NEOJ
2 BRIAN K. TERRY, ESQ.
Nevada Bar No. 3171
3 STEPHANIE A. CHARTER, ESQ.
Nevada Bar No. 5249
4 THORNDAL ARMSTRONG DELK
5 BALKENBUSH & EISINGER
6 1100 East Bridger Avenue
Las Vegas, NV 89101-5315
7 Mail To:
P.O. Box 2070
8 Las Vegas, NV 89125-2070
Tel.: (702) 366-0622
9 Fax: (702) 366-0327
E-Mail: bterry@thorndal.com
10 E-Mail: scharter@thorndal.com
Attorney for Defendant,
11 Pete Findlay Automotive, Inc. d/b/a
Findlay Cadillac
12

13
14 DISTRICT COURT

15 CLARK COUNTY, NEVADA
16

17 FRANKLIN J. ELAM,

18 Plaintiff,

19 vs.

20 RAMONA RODRIGUEZ, an individual;
21 GEICO INSURANCE AGENCY INC., a
Foreign Corporation, d/b/a GEICO; THE
22 HARTFORD CASUALTY INSURANCE Co.,
a Foreign Corporation d/b/a The Hartford;
23 SONIC-LAS VEGAS C WEST, LLC, d/b/a
24 Cadillac of Las Vegas, PETE FINDLAY
AUTOMOTIVE, INC., d/b/a Findlay Cadillac,
25 and DOES I -X, inclusive,

26 Defendants.
27
28

CASE NO. A-19-800100-C

DEPT. NO. 32


NOTICE OF ENTRY OF AMENDED
ORDER FOR DISMISSAL

1 TO: ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

2 YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that an Amended
3 Stipulation and Order to Dismiss was entered in the above-entitled action on September 10,
4 2020, a copy of which is attached hereto.

5 DATED this 10th day of September, 2020.

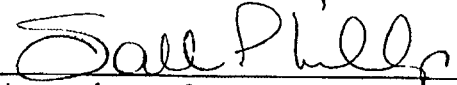
6 THORNDAL, ARMSTRONG, DELK,
7 BALKENBUSH & EISINGER

8 
9 Stephanie A. Charter, Esq.
10 Nevada Bar No. 5249
11 1100 East Bridger Avenue
12 Las Vegas, NV 89101-5315
13 Attorney for Defendant,
14 Pete Findlay Automotive, Inc. d/b/a
15 Findlay Cadillac

14 CERTIFICATE OF SERVICE

15 Pursuant to NRCP Rule 5(b), on the 10th day of September, 2020, service of Notice of
16 Entry of Amended Order for Dismissal was made upon each of the parties via electronic service
17 through the Eighth Judicial District Court's Odyssey E-File and Serve system.

18 NAME	19 TEL., FAX & E-MAILS	PARTY REPRESENTING
20 Hera Armenian, Esq. 21 Las Vegas Legal Advisors 22 1013 Whitney Ranch Dr., Suite 110 Henderson, Nevada 89014	Tel.: (702) 723-9913 Fax: (702) 723-9914 E-Mail: hera@lasvegaslegaladvisors.com	Plaintiff, Franklin J. Elam
23 Brian Goldman, Esq. 24 Pyatt Silvestri 25 701 Bridger Ave., Suite 600 Las Vegas, Nevada 89101	Tel.: (702) 383-6000 Fax: (702) 477-0088 E-Mail: mnisce@pyattsilvestri.com	Defendant, Ramona Rodriguez

26
27 
28 An employee of THORNDAL, ARMSTRONG,
DELK, BALKENBUSH & EISINGER

FIRST SAVINGS BANK 006 30 466 Page: 1
1700 W HORIZON RIDGE PKWY #101 Date: 09/24/2020
HENDERSON, NV 89012 Account: [REDACTED] 17

Telephone: 702-990-5900

HERA ARMENIAN, LTD
dba LAS VEGAS LEGAL ADVISORS
IOLTA TRUST ACCOUNT
2050 TROON DR
HENDERSON NV 89074-0668

* NOTICE OF ITEMS RETURNED *
* * *

THESE ITEMS WERE RETURNED		
.....Payee/Description.....	Check #	Amount
		2,982.20

CURRENT BALANCE


5.80

HERA ARMENIAN LTD.

DATE 10/05/2020 78-683-30
914

PAY TO THE ORDER OF CORE REHAB

two thousand nine hundred & eighty two & twenty cents \$ 2,982.20
DOLLARS

 **FIRST SAVINGS BANK**
2605 E. FLAMINGO RD. • LAS VEGAS, NV 89121
Express Line (24 Hour Banking) 1-800-555-6895

MEMO Andy Armenian medical settlement H. Armenian NP


⑆ 68331 ⑈ 8495 ⑈

HERA ARMENIAN LTD.

DATE 10/05/2020 78-683-30
914

PAY TO THE ORDER OF CORE REHAB

thirty five dollars only \$ 35.00
DOLLARS

 **FIRST SAVINGS BANK**
2605 E. FLAMINGO RD. • LAS VEGAS, NV 89121
Express Line (24 Hour Banking) 1-800-555-6895

MEMO return fee H. Armenian NP

⑆ 68331 ⑈ 8495 ⑈

From: [Laura Peters](#)
To: hera@lasvegaslegaladvisors.com
Subject: Grievance OBC20-1115/ First National Bank
Date: Friday, October 16, 2020 4:52:00 PM
Attachments: [Declaration of Compliance SCR 78.5.pdf](#)
[Overdraft Notice.pdf](#)
[Armenian.trust violation LOI_101620.pdf](#)

Hard copy to follow.

Thank you for your anticipated cooperation,

Laura Peters
Paralegal/Investigator
Office of Bar Counsel
Ph: 775-824-1382
Email: laurap@nvbar.org

STATE BAR OF NEVADA

October 16, 2020

Sent via Electronic and Regular Mail

Hera Armenian, Esq.
Las Vegas Legal Advisors
1013 Whitney Ranch Dr., Suite 110
Henderson, NV 89014

hera@lasvegaslegaladvisors.com

RE: Grievance OBC20-1115/ First National Bank

Dear Ms. Armenian:

First National Bank has notified the Office of Bar Counsel that your trust account was overdrawn on September 24, 2020. Enclosed is a copy of the notice. Bar Counsel has assigned me to investigate the matter. You may contact me at 775-824-1382 or by email at laurap@nvbar.org.

As part of our continuous efforts 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.**



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

STATE BAR OF NEVADA

1. Please complete the enclosed Declaration of Compliance and return it with your response.
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 April 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.

STATE BAR OF NEVADA

9. If these items do not exist or you do not have possession of any of the items requested, please explain why.

We kindly request your cooperation. Please respond on or before **November 6, 2020**. Failure to respond may subject you to discipline under Rule of Professional Conduct 8.1(b).

Sincerely,

Laura Peters

Laura Peters
Investigator
Office of Bar Counsel

/lp
Enclosure

FIRST SAVINGS BANK 006 30 466 Page: 1
1700 W HORIZON RIDGE PKWY #101 Date: 09/24/2020
HENDERSON, NV 89012 Account: [REDACTED] 17

Telephone: 702-990-5900

HERA ARMENIAN, LTD
dba LAS VEGAS LEGAL ADVISORS
IOLTA TRUST ACCOUNT
2050 TROON DR
HENDERSON NV 89074-0668

* NOTICE OF ITEMS RETURNED *
* *

THESE ITEMS WERE RETURNED	Check #	Amount
.....Payee/Description.....		2,982.20

CURRENT BALANCE

5.80

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: [Hera Armenian](#)
Subject: RE: Grievance OBC 20-1115
Date: Thursday, October 22, 2020 2:29:00 PM

Received. Thank you Hera!

From: Hera Armenian <hera.armenian@gmail.com>
Sent: Thursday, October 22, 2020 1:38 PM
To: Laura Peters <LauraP@nvbar.org>
Cc: harmenian@jfnvlaw.com
Subject: RE: Grievance OBC 20-1115

Hi Laura,

I wanted to confirm that I received the State Bar's correspondence dated October 16, 2020. I'm sorry I haven't had a chance to contact you earlier. I recently started new employment at Jennings & Fulton. Attached is my signed Declaration and I assure you I will comply with your request and look forward to resolving this matter.

Thank you!

Hera
(702) 580-6348

1 **DECLARATION OF COMPLIANCE**

2 (Under Penalty of Perjury per NRS 53.045)

3 I, Herz Armenian, Nevada Bar Number 12322, do hereby
4 solemnly declare:

5 1. That I am the attorney responsible for the client trust account(s)
6 maintained by the law firm identified as Herz Armenian LTD/dba
Las Vegas Legal Advisors
7 (*Identify each client trust account by name and account number.*)

8 2. That the law firm keeps all records related to **each** client trust accounts
9 for at least seven years after the fiduciary obligation ends. These records are:

- 10 a. An account journal that identifies every deposit and
11 disbursement and balance for each trust account.
- 12 b. A ledger for each client that identifies every deposit and
disbursement and balance for each client.
- 13 c. Support records. These include bank statements, deposit slips,
14 transfer records, and cancelled checks. Transfer records, such as
15 transfers done online, through a mobile app, or by telephone,
should include the person requesting the transfer, the date, the
recipient, and bank confirmation.
- 16 d. Regular reconciliations of a, b, and c.

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

18
19 Executed on 10/22/2020 by Herz Armenian
Date Signature

From: [Hera Armenian](#)
To: [Laura Peters](#)
Subject: Re: Grievance OBC 20-1115
Date: Thursday, November 5, 2020 10:13:02 AM
Attachments: [LTR to NV Bar - 11.5.20.pdf](#)

Hello Ms. Peters,

I hope this email finds you well. Attached is an initial response. I am trying to figure out what records will be most useful to you. Please advise at your convenience and after you have a chance to review the attached response. I do not have single client ledgers but may share bank statements, declarations, or a settlement breakdown. Please advise what would be most beneficial and to your file and the matter given the facts. Thank you so much for your help in this important matter.

Also, I wanted to let you know that I am having surgery today on my fractured ankle. I have been immobile since October 24, 2020. I will ofcourse get back to you with any additional information requested.

Thank you kindly,

Hera

On Thu, Oct 22, 2020 at 2:29 PM Laura Peters <LauraP@nvbar.org> wrote:

Received. Thank you Hera!

From: Hera Armenian <hera.armenian@gmail.com>
Sent: Thursday, October 22, 2020 1:38 PM
To: Laura Peters <LauraP@nvbar.org>
Cc: harmenian@jfnvlaw.com
Subject: RE: Grievance OBC 20-1115

Hi Laura,

I wanted to confirm that I received the State Bar's correspondence dated October 16, 2020. I'm sorry I haven't had a chance to contact you earlier. I recently started new employment at Jennings & Fulton. Attached is my signed Declaration and I assure you I will comply with your request and look forward to resolving this matter.

Thank you!

Hera

(702) 580-6348

November 5, 2020

VIA EMAIL TO LAURAP@NVBAR.ORG

State Bar of Nevada
Attn: Laura Peters
3100 W. Charleston Blvd., Ste. 100
Las Vegas, NV 89102

Re: OBC File No. 20-1115 – Fourth Quarterly Report

Dear Ms. Peters:

This correspondence is in response to the above matter and some additional information in conjunction with our recent telephonic correspondence.

The overdrawn amount was in reference to a personal injury settlement stemming from my father's personal injury matter I was handling from Hera Armenian LTD's IOTLA with First Savings Bank. At the time of the accident, I was working for The Law Offices of Romeo R. Perez, LLC.

Since the inadvertent overdraft, I have spoken to the medical provider and timely and diligently submitted payment to them. I may provide you with copies of the mailing and cure check issued. Should you require, I may also request that the provider provide a declaration or affidavit regarding the same.

Additionally, please note, as of September 14, 2020, I am now employed, full-time, with Jennings and Fulton LLP and am considering closing my IOLTA in the very near-future.

If you should need any additional information please feel free to contact me directly at 702-580-6348, or email me at Hera.Armenian@gmail.com. Thank you.

Humbly,

/s/ H. Armenian

Hera Armenian, Esq.

From: [Laura Peters](#)
To: Hera.Armenian@gmail.com
Subject: Grievance File OBC20-1115/ First National Bank
Date: Wednesday, November 25, 2020 10:25:54 AM

Good Morning Hera:

Thanks for your patience. I hope your ankle surgery went well and you are on the mend. Based on your explanation, I understand that the overdraft was not a bank error, is that correct? The IOLTA involved is under your control, is that right? If that is the case, and actually even if it isn't but that makes things a little more complicated for you, I will need the prior 6 months worth of bank statements to track the account's activity. I will also need the distribution sheet from the personal injury case involved, the lien information – payments to providers, legal fees (if any) and the amount the client ultimately received, if that has happened. Did I send you a declaration of compliance (attached) – that's really the only declaration I will need. I assume I will find payouts to the providers when I review the statements.

I also need you to tell me what measures you took to correct the overdraft. For example, did you take money from your operating account to make up the difference or were they personal funds? The intent here is to ensure that the money you deposited to correct the error wasn't taken from another client's account, assuming you have a "pooled" IOLTA (more than one clients' money is in there, which is common). That's where the trust ledgers for each client come in handy. In situations such as this we can easily tell how much money in the IOLTA belongs to each client.

I am recommending that this file go into investigation which actually just gives us a little more time to obtain the necessary documentation. I will perform an audit when I get the statements and we'll proceed from there. Once I have completed my audit and investigation, the file will be screened by a panel of the Southern Disciplinary Board. So, statements for the prior 6 months – plus any that show the payments to providers if they're not reflected in that grouping – and the distribution sheet along with an explanation of how you fixed the overdraft. I am calendaring this production for **December 15, 2020.**

Have a nice holiday,

Laura Peters
Investigator
Office of Bar Counsel
775-824-1382

Sent from [Mail](#) for Windows 10

STATE BAR OF NEVADA

January 28, 2020

Sent via Electronic and Regular Mail

Hera Armenian, Esq.
2050 Troon Drive
Henderson, NV 89074

hera.armenian@gmail.com

RE: Grievance OBC20-1115/ First National Bank

Dear Ms. Armenian:

Our records show that you have not provided a written response to the Letter of Investigation sent to you on October 16, 2020, enclosed for your ready reference. Please give this matter your immediate attention. I am in receipt of your Declaration of Compliance with SCR 78.5 but request further documentation as listed in the accompanying letter in order to perform an audit of your IOLTA.

Absent a response from you, a screening panel of the Southern Disciplinary Board may be asked to consider an additional violation of RPC 8.1(b) (Bar Admissions and Disciplinary Matters). Therefore, I am calendaring your response for **February 16, 2021**. Thank you for your anticipated cooperation.

Sincerely,

Laura Peters

Laura Peters
Investigator
Office of Bar Counsel

/lp
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
[phone 775.329.4100](tel:775.329.4100)
[fax 775.329.0522](tel:775.329.0522)

www.nvbar.org

From: [Hera Armenian](#)
To: [Laura Peters](#)
Subject: Re: Grievance OBC20-1115/ First National Bank
Date: Tuesday, February 16, 2021 12:58:18 PM
Attachments: [image001.jpg](#)
[Ltr Dated 02.15.2021.pdf](#)

Laura,

Attached please find my official written response and documents. Please let me know should you need additional documents. I can get them to you but am just a little physically slow while be located at the law office of Jennings & Fulton in the Las Vegas/Summerlin area and my former office is in Hendersonville.

Thank you!

Hera
(702) 580-6348

On Wed, Jan 27, 2021 at 5:03 PM Laura Peters <LauraP@nvbar.org> wrote:

Good Evening Hera:

Here is the letter as promised. I hope it doesn't sound to harsh as I recognize that you provided an initial response on 11/5/20. However, because the error wasn't a bank error, a grievance file was opened and now I will require all/most of the items listed in my original letter to you. The 8.1 language is just a requirement but rest assured, I have record of you responding earlier, at least in part. This is just a friendly reminder for the documentation.

Thank you,

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.

February 15, 2021

VIA EMAIL TO LAURAP@NVBAR.ORG

State Bar of Nevada
Attn: Laura Peters
3100 W. Charleston Blvd., Ste. 100
Las Vegas, NV 89102

Re: OBC File No. 20-1115 – First Savings Bank

Dear Ms. Peters:

This correspondence is in response to your letters dated October 16, 2020, and January 28, 2021. I anticipate that the following written response, including the attached bank statements and six (6) months of IOLTA statements, personal injury case settlement documents, and my personal background information regarding my mobility and recent work history provide all the information requested by the Southern Disciplinary Board ("Board"). Should the Board request any additional information or have any additional questions please feel free to contact me at any time.

The overdrawn amount, was in reference to a personal injury settlement stemming from Adroushan ("Andy") Armenian, my father's, personal injury matter I was handling from Hera Armenian LTD's IOTLA with First Savings Bank. Since the inadvertent overdraft, I have spoken to the medical provider, CORE REHAB, and timely and diligently submitted payment and reimbursement for the overdraft fee. *See Exhibit 1 – Settlement Documents, last page (Page 28).*

At the time, the overdraft occurred the only client funds in the IOLTA account were settlement funds for Andy Armenian's personal injury matter. *See Exhibit 2 – IOLTA Acct No. Ending in 8217.*

Additional Background & Employment Information

I broke my ankle on October 24, 2020, and had surgery on November 5, 2020, and am still currently undergoing physical therapy for the spiral fracture.

Additionally, I was previously employed with the Law Offices of Romeo Perez, P.C., but was laid off due to the COVID-19 pandemic in March 2020. As of September 14, 2020, I have been employed full-time with Jennings and Fulton LTD, as an associate attorney.

If you should need any additional information please feel free to contact me directly at 702-580-6348, or email me at Hera.Armenian@gmail.com. Thank you.

Humbly,

/s/ H. Armenian
Hera Armenian, Esq.

Exhibit 1

Exhibit 1

ATTORNEY RETAINER AND CONTINGENCY FEE AGREEMENT

This Agreement (the "Agreement") is made this 20 day of June, 2019, by ADROUSHAN ARMENIAN (the "Client") and Las Vegas Legal Advisors, (the "Firm") and Hera Armenian, Esq.

WITNESSETH

Client retains or hires Firm to prosecute a claim on behalf of ADROUSHAN ARMENIAN against DENISE STERLING and any person, entity or insurance company who may be liable for damages as a result of the incident occurring on 06/19/2019. Client agrees and understands that this Firm shall not represent Client in any worker's compensation claim or in any matter relating to any worker's compensation claim.

I.

CONTINGENCY FEE

Client shall pay Firm a fee of thirty-three and 1/3 percent (33.3%) of the gross recovery (regardless of the manner or form) hereafter if settled without filing suit or demand for arbitration or mediation. If Firm files suit or demand for arbitration or mediation, then the fee shall increase to forty percent (40%) of the gross recovery. The Firm also reserves the right to retain additional outside counsel to assist in the work your matter requires. Client acknowledges and agrees that if Client was referred to Attorney by another attorney, there will be a division of the Attorney's fee between the Attorney and referring counsel.

The phrase "gross recovery" as used herein includes, in addition to any recovery from any third party, recovery obtained or compensation for any injury or damage resulting from this accident. It specifically includes any recovery realized from any uninsured motorist, under-insured motorist and/or medical payments coverage as well as any monies obtained from any health insurance carrier as reimbursement for medical expense for injuries sustained in or resulting from this incident. In this regard Attorney shall collect medical bills and negotiate the reasonableness of medical billings. Attorney shall also collect and distribute monies thus obtained.

If the recovery is in the form of a structured settlement (periodic payments rather than one lump sum), the attorney's fees may, at the Attorney's option, be structured or may be calculated on the present day value of the settlement and may be paid from the first monies received.

It is also agreed that any award of attorneys' fees shall be the sole and exclusive property of the Firm.

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1

This fee is not set by law, but is subject to negotiation between Attorney and Client, and could under law be higher or lower should the parties not have agreed to the percentages stated herein.

II. COSTS OF ACTIONS

Client agrees to assume and pay for all costs incurred in connection with this matter, including but not limited to, filing fees, witness fees, travel, expert witness fees, sheriff's fees, electronic research fees, expenses of depositions, investigative expenses, postage, long distance phone calls and faxes, electronic filing fees, delivery fees, medical record request fees, lien negotiation/resolution fees and other incidental expenses. The medical record requests and lien negotiation/resolution are handled by a third-party vendor that charges for these services.

Client is hereby notified that there is a standard minimum charge of \$250.00 added to each case for incidental expenses such as: postage, photographic materials and services, phone calls, runner services, medical record copy charges, etc. If costs exceed the sum of \$250.00, the balance or difference of all other charges related to the handling of this case shall be deducted from Client's share of the final recovery, in accordance with applicable provisions of this Agreement. Client is hereby notified that if litigation of the claim should become necessary, the cost related to incidental expenses shall increase to at least \$500.00 or more depending on the case and the actual costs incurred.

Client is hereby notified and agrees that, at attorney's sole discretion, funding for costs of suit and/or expenses of representation, investigation and preparation in this case may be obtained by attorney from a financial institution and in such event, Client is responsible for repayment of both principal, interest as well as all associated fees out of Client's share of any recovery.

Client agrees to indemnify and defend Firm against any claims for the non-payment of costs incurred on behalf of Client which includes the payment of any incurred reasonable attorneys fees and costs.

You will generally be expected to pay such costs before they are incurred. All costs Client does not pay before they are incurred will be deducted from the Client's share of any recovery.

In the event of a loss, if the opposing party is awarded attorneys' fees and/or costs, including witness fees, the client shall be solely responsible for their payment.

Medical Treatment: It is understood that the cost of medical care and treatment is the sole obligation of the Client for which the undersigned Client is responsible either independently or out of the undersigned Client's share of any recovery and does not constitute costs under this Agreement nor charges against Attorney in any way.

Initial 

III.
DISCLAIMER OF WARRANTY

Firm has made no warranties as to the successful resolution of this matter, and all expressions made by Firm relative thereto are matters of Firm's opinion only.

IV.
ATTORNEY LIEN

Client hereby gives and assigns to Attorney an irrevocable lien on any sum to which Client may become entitled to secure attorney's compensation and any costs advanced by Attorney, as well as any costs, interest and/or fees associated with funding of costs by a financial institution pursuant to applicable provisions of this Agreement. Client further understands that in the event of a termination of the Attorney-Client relationship, the reasonable value of Attorney's services shall be the greater of Two Hundred and Fifty Dollars (\$250.00) per hour or the appropriate percentage of any outstanding settlement offer pursuant to applicable provisions of this Agreement.

Should the lien be calculated on an hourly rate, it is further agreed that the reasonable value of paralegal or legal assistant services shall be Seventy Five Dollars (\$75.00) per hour. **If no recovery is obtained the Attorney will receive no fee for her professional services.**

V.
POWER OF ATTORNEY

Client hereby gives Attorney full power of attorney as is necessary to represent Client including, but not limited to, the power to sign all letters, pleadings, motions, orders, court document, verifications and dismissals in every respect as though Client were personally so doing, subject to the Nevada Supreme Court Rules regarding professional conduct. It is further understood that if the Client becomes unavailable for any reason during the conduct of the Client's case, and Attorney in his reasonable judgment believes that the Client's interest would be best served by a timely settlement of the case, Attorney may, after reasonable efforts to contact the Client, negotiate settlements on the Client's behalf and affix Client's signature to releases and checks, drafts and documents as may be required, and distribute the funds according to this Agreement, holding the Client's share in trust awaiting instructions from the Client. "Reasonable efforts" for purposes of this paragraph are defined as sending a certified letter to the Client at Client's last known address and a letter by regular mail in care of the Client's closest relative or friend, if the name and address is supplied at the time of the initial interview. Client expressly authorizes Attorney to negotiate medical payments, insurance checks or drafts and/or checks or drafts for insurance providers which arrive prior to settlement of the case. This negotiation shall be for the

Initial AA

sole and exclusive purpose of depositing said checks into Attorney's trust account so that the said checks or drafts will not unduly age prior to depositing and so Client's personal presence will not be required for such technical purpose. In this regard, Client specifically authorizes Attorney to affix Client's signature to said checks or drafts for such limited purposes.

Firm understands that Client may have received benefits from Medicare that covered a portion of her/his medical expenses. Firm will contact Medicare to ascertain those benefits and work with Client and Medicare on proper reimbursement to Medicare. The Medicare beneficiary's name is _____; the beneficiary's Health Insurance Claim number is _____; the date of injury for which the beneficiary has filed a liability insurance claim is _____. N/A

VI.
ADDITIONAL CONDITIONS

Any breach of this Agreement shall entitle the non-breaching party to its reasonable attorneys' fees and costs. Any disputes between the parties hereunder shall be submitted to binding arbitration before a private arbitration service mutually agreed to by the parties. The venue for any arbitration shall be in the City of Las Vegas, State of Nevada. If the parties fail to agree on an arbitration service, then the matter shall be submitted to the Eighth Judicial District of the District Court of Clark County, Nevada under the courts mandatory arbitration program.

Firm is not in the business of providing tax advice regarding any lawsuit or settlement proceeds. Please consult your accountant or tax adviser to assess your tax situation or any potential tax liability. If you are receiving a settlement, you are advised to contact your tax advisor prior to settlement.

Firm is not in the storage business. We will destroy your file 30 days after your case resolves (i.e. - you receive money from this Firm). If you wish to retain any of your file, you must let us know within those 30 days.

The use of the singular herein shall include the plural. The obligation of two or more clients shall be joint and several.

This agreement may be signed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute the whole of said instrument, binding all the parties hereto, notwithstanding that all of the parties are not signatories to the original or the same counterparts. Facsimile and electronically signed and/or electronically transmitted executed copies shall be treated as originals.

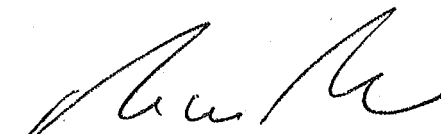
Initial MA

The rule of construction of contracts against the drafter shall be of no force and effect in the interpretation of this contract.

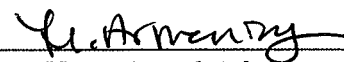
This Agreement constitutes the full and complete covenants and conditions agreed to by the parties herein. Any modification of this Agreement shall have no force and effect unless it is in writing and dated and signed by all parties.

NOTICE IS HEREBY GIVEN that any lawsuit brought for the purposes of harassment may result in the assessment of attorneys' fees and costs against the person(s) bringing the lawsuit. Attorneys' fees, costs, interest, and costs associated with collection fees may also be claimed by the prevailing party in any lawsuit in accordance with state law or as provided by contract.

IN WITNESS WHEREOF, at Las Vegas, Nevada, the parties have executed this document on the date first set forth above.

By: 
Client/Beneficiary

Date: 6/20/2019

By: 
Las Vegas Legal Advisors
HERA ARMENIAN, ESQ.
NV Bar No. 12322

Date: 6/20/2019

Initial _____

LAS VEGAS LEGAL ADVISORS

1013 Whitney Ranch Drive Suite 110 • Henderson • NV • 89014
Tel (702) 723-9913 • Fax (702) 723-9914

April 30, 2020

Via USPS Certified Mail
##7017 1000 0000 7831 0823

USAA Insurance
Attn: Janet Silveira
P.O. Box 26001
Daphne, AL 36526

CONFIDENTIAL SETTLEMENT DISCUSSIONS N.R.S. 48.105 POLICY LIMIT DEMAND (\$100,000.00)

Re:	Our Client:	Adroushan ("Andy") Kevork Armenian
	Claim No.:	040161638-002
	Your Insured:	Denise Sterling
	DOL:	06/19/2019

Dear Ms. Silveira:

As you are aware, our office represents Adroushan Armenian, who was involved in an automobile accident on 06/19/2019 with your insured, Denise Sterling. As you are also aware, our client suffered significant injuries from the accident.

The medical specials are as follows:

CORE Rehab	\$4,588.00
Simon Medical Imaging	\$5,561.60
Southern Nevada Medical Group	\$1,675.00
Desert Institute of Spine Care	\$2,500.00
Interventional Pain & Spine Institute	\$800.00
Interventional Pain & Spine Institute	
Procedure Estimate	\$9,050.00

Subtotal	\$ <u>24,174.60</u>
-----------------	----------------------------

We have enclosed the entire medical records and medical bills that resulted from the accident your insured caused. The current medical expenses for our client, Adroushan

LAS VEGAS LEGAL ADVISORS

1013 Whitney Ranch Drive Suite 110 • Henderson • NV • 89014
Tel (702) 723-9913 • Fax (702) 723-9914

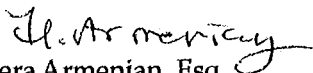
Armenian, are \$24,174.60. These are the bills of which our office is aware. We may submit additional bills should they become available to us.

Please keep in mind that if you refuse to properly resolve this claim, my client will proceed directly against Denise Sterling. Mr. Armenian will reserve his legal right to proceed against your insured personally as well as against your insurance company for violation of the insurance code provisions and cases, as they pertain to statutory bad faith, as well as any common law actions for bad faith and any fiduciary breaches on your part of the part of your insurance company.

Please be advised that due to the nature and extent of the injuries incurred by our client, we are hereby **demanding the policy limit of \$100,000** for full and final settlement conditional upon your providing a copy of your insured's policy declaration sheet. This demand is also contingent on representation that there is no additional insurance coverage covering either the owner or the driver of the subject vehicle. Your acceptance of this demand must be received in writing by 5:00 p.m., Monday, May 25, 2020, or this offer is withdrawn.

I look forward to resolving this matter. If you have any questions please do not hesitate to contact me.

Best Regards,


Hera Armenian, Esq.

** The enclosed medical records and bills may be in the form of an electronic media, i.e. CDs. If you cannot access the content of the CD(s) or if this demand letter is not accompanied with said medical records and bills, please contact our office immediately at (702) 723-9913. **



USAA General Indemnity Company

RELEASE OF ALL CLAIMS AND HOLD HARMLESS AGREEMENT

Member Name	Claim Number	Date of Loss
Denise Sterling	040161638 - 002	06/19/2019

FOR AND IN CONSIDERATION of the payment to me/us of the sum of Thirty five Thousand Dollars and 00/100 (\$35,000.00) Dollars, the receipt of which is hereby acknowledged, I/we, being of lawful age, do hereby release, acquit, and forever discharge Denise Sterling his/her heirs, executors and assigns, from any liability now accrued or hereafter to accrue on account of any and all claims or causes of action which I/we now or may hereafter have for personal injuries, damage to property, loss of services, medical expenses, contribution, indemnification, losses or damages of any and every kind or nature whatsoever, now known or unknown or that may hereafter develop, by me/us sustained or received on or about June 19, 2019 through an automobile accident. I/We hereby declare that I/we fully understand the terms of this settlement and voluntarily accept said sum for the purpose of making a full and final compromise, adjustment and settlement of the injuries, damages, expenses, and inconvenience above mentioned and further intend to release all my/our claims for injury or damage or consequences thereof now known or unknown or which hereafter arise from this accident. This specifically includes release of any and all claims which the undersigned may have for contribution or indemnification.

IT IS FURTHER AGREED AND UNDERSTOOD that I/we expressly assume all responsibility for the payment of any and all liens, assignments of benefits, assignments of causes of action (medical or otherwise) or subrogated causes of action arising out of the aforesaid claims or causes of action or arising out of legal services related thereto. I/We agree to instruct and authorize my/our attorney to pay or compromise all such liens, assignments, or subrogated causes of action out of the proceeds of the settlement which is the subject of this release. I/We agree to hold harmless, defend, and indemnify all person or persons, companies (including its affiliates, past, present and future), and/or entities released herein, their officers, employees, agents, servants, and insurers, from and against any and all known or unknown claims, actions, suits, liens, debts, assignments of causes of action, subrogated actions, damages, losses, costs, attorney's fees, and expenses suffered, paid or incurred, now or in the future, by any of them, arising out of any aforesaid claims or actions.

IT BEING FURTHER AGREED AND UNDERSTOOD that this settlement is a compromise of a disputed claim and that the payment is not to be construed as an admission on the part of the party or parties hereby released of any liability whatever in consequence of said accident.

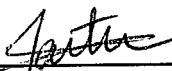
I/We further agree and acknowledge that the releasees, and each of them, expressly reserve all rights of action of whatever kind against me/us, my/our heirs, executors, administrators and assigns on account of, or in any way growing out of, the above described occurrence or accident.

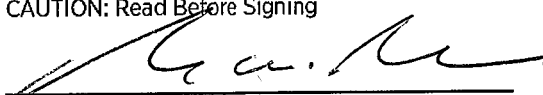
I/We further state that the foregoing release has been carefully read, and I/we know the contents thereof, have signed the same as my/our own free act and have not been influenced in making this settlement by any representation of the party or parties released.

Executed at Henderson, NV, this 14th day of July, 2020.
City/State Day Month Year

Witnesses: Catherine Sarkhanian

CAUTION: Read Before Signing


Signature


Legal Signature

1013 Whitney Ranch Dr. #110
Address Henderson NV 89014

Adroushan Armenian
Adroushan Armenian
Print Name

Signature

Legal Signature

Address

Print Name

LAS VEGAS LEGAL ADVISORS

1013 Whitney Ranch Drive Suite 110 • Henderson • NV • 89014
Tel (702) 723-9913 • Fax (702) 723-9914

Settlement Memorandum

Our Client: Adroushan Armenain
Date of Birth: [REDACTED]
Date of Loss: 06/19/2019

Recovery:

At fault Insurance (USAA) \$35,000.00

Deduct & Retain to Pay to Las Vegas Legal Advisors:

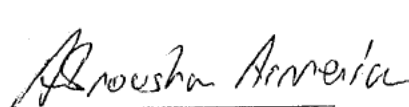
Attorney Fees (33.33%) \$11,655.00
Case Expenses \$0.00

Deduct & Retain to Pay to Others:

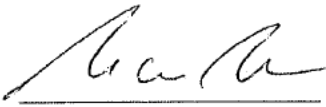
	<u>Original Lien</u>	<u>Reduced Lien</u>
SIMON MED	\$5,561.00	\$3,614.65
CORE REHAB	\$4,588.00	\$2,982.20
Southern NV Medical Group	\$1,675.00	\$1,088.75
Interventional Pain and Spine Institute	\$800.00	\$560.00
Desert Institute of Spine	\$2,500.00	\$1,625.00

Total Settlement:	\$35,000.00
Total Deductions:	\$21,525.60
Net Amount Due Client:	\$13,474.40

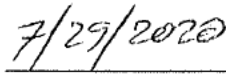
I hereby approve the above settlement and distribution of proceeds. I understand that any and all outstanding medical expenses related to this case will be my sole responsibility. Las Vegas Legal Advisors is only accountable for the charges listed above.



Name



Signature



Date

LAS VEGAS LEGAL ADVISORS

1013 Whitney Ranch Drive Ste 110 • Henderson • NV • 89014
Tel (702) 723-9913 • Fax (702) 723-9914

July 17, 2020

Via email to Patients@ZotecPartners.com

SIMON MED
Attn: Medical & Billing Records
PO BOX 204165
Dallas, TX 89014-3209

Re: Our Client: Adroushan ("Andy") Armenian
Date of Birth: [REDACTED]
Date of Loss: 06/19/2019
Date(s) of Service: 06/28/2019, 07/16/2019, & 09/16/2019
Patient Acct No.: 3064206-QSIMN-1A

To Whom It May Concern:

The purpose of this correspondence is to request a reduction of the balance owed to Simon Med Imaging in the amount of \$1,946.35. The amount owed to Simon Med after the reduction will be \$3,614.65.

The reduction requested from SIMON MED is as follows:

ORIGINAL LIEN	\$	5,561.00
<u>REDUCTION REQUESTED</u>	\$	<u>1,946.35</u>
REDUCED LIEN	\$	3,614.65

Your prompt attention to this matter is greatly appreciated. If you agree to the reduction amount stated above, please sign below where indicated and **fax this form back to our office** at your earliest convenience. Otherwise, please do not hesitate to contact our office to discuss this matter further.

Kindra Delgarito
Authorized Signature & Title

Reduction Lead

Kindra Delgarito
Print Name

07/28/2020
Date



Hera Armenian <hera.armenian@gmail.com>

Reduction Request

Hera Armenian <hera.armenian@gmail.com>
To: Marisela Galindo <Marisela@corerehab.com>
Cc: Hera Armenian <hera@lasvegaslegaladvisors.com>

Wed, Jul 29, 2020 at 1:44 PM

Marisela,

It was a pleasure speaking to you earlier today. Thank you for verbally approving the attached reduction request. Please return a signed copy for our records at your convenience.

Thank you!
Hera
(702) 580-6348

Virus-free. www.avast.com

Core Reduction Req 7.29.20.pdf
128K

LAS VEGAS LEGAL ADVISORS

1013 Whitney Ranch Drive Ste 110 • Henderson • NV • 89014
Tel (702) 723-9913 • Fax (702) 723-9914

July 29, 2020

Via Facsimile (702) 577-1956

CORE REHAB

Attn: **Medical & Billing Records**

10620 Southern Highlands Pkwy. Ste 110-329

Las Vegas, Nevada 89146

Re: Our Client: Adroushan ("Andy") Armenian
Date of Birth: [REDACTED]
Date of Loss: 06/19/2019

To Whom It May Concern:

The purpose of this correspondence is to request a reduction of the balance owed to Core Rehab in the amount of \$1,605.80. The amount owed to Core Rehab after the reduction will be \$2,982.20.

The reduction requested from Core Rehab is as follows:

ORIGINAL LIEN	\$	4,588.00
<u>REDUCTION REQUESTED</u>	\$	<u>1,605.80</u>
REDUCED LIEN	\$	2,982.20

Your prompt attention to this matter is greatly appreciated. If you agree to the reduction amount stated above, please sign below where indicated and **fax this form back to our office** at your earliest convenience. Otherwise, please do not hesitate to contact our office to discuss this matter further.

Authorized Signature & Title

Print Name

Date

LAS VEGAS LEGAL ADVISORS

1013 Whitney Ranch Drive Ste 110 • Henderson • NV • 89014

Tel (702) 723-9913 • Fax (702) 723-9914

07/17/2020 15:42 Hora

(FAX)702 456 8849

P.001/001

LAS VEGAS LEGAL ADVISORS

1013 Whitney Ranch Drive Ste 110 • Henderson • NV • 89014
Tel (702) 723-9913 • Fax (702) 723-9914

July 17, 2020

Via Facsimile (702) 386-0977

SOUTHERN NEVADA MEDICAL GROUP
Attn: Medical & Billing Records
1485 E. Flamingo Rd,
Las Vegas, Nevada 89119

Re: Our Client: Adroushan ("Andy") Armenian
Date of Birth: [REDACTED]
Date of Loss: 06/19/2019

To Whom It May Concern:

The purpose of this correspondence is to request a reduction of the balance owed to Interventional Pain and Spine Institute in the amount of \$586.25. The amount owed to Southern Nevada Medical Group after the reduction will be \$1,088.75.

The reduction requested from Interventional Pain and Spine Institute is as follows:

ORIGINAL LIEN	\$	1,675.00
<u>REDUCTION REQUESTED</u>	\$	<u>586.25</u>
REDUCED LIEN	\$	1,088.75

Your prompt attention to this matter is greatly appreciated. If you agree to the reduction amount stated above, please sign below where indicated and fax this form back to our office at your earliest convenience. Otherwise, please do not hesitate to contact our office to discuss this matter further.


Authorized Signature & Title

Tyler Morgan
Print Name

7/20/2020, 12:02:15 PM
Date

RX Date/Time 07/22/2020 14:34
07/22/2020 14:33 T-07:00 TO: +17024568849 FROM: 5094570051
07/17/2020 12:48 Nora

P.002

(FAX) 702 456 8849

P.001/001

LAS VEGAS LEGAL ADVISORS

1013 Whitney Ranch Drive Ste 110 • Henderson • NV • 89014
Tel (702) 723-9913 • Fax (702) 723-9914

July 17, 2020

Via Facsimile (702) 357-8005

Interventional Pain and Spine Institute
Attn: Medical & Billing Records
851 S. Rampart Boulevard, Suite 100
Las Vegas, Nevada 89145

Re: Our Client: Adroushan ("Andy") Armentian
Date of Birth: [REDACTED]
Date of Loss: 06/19/2019

To Whom It May Concern:

The purpose of this correspondence is to request a reduction of the balance owed to Interventional Pain and Spine Institute in the amount of \$240.00. The amount owed to Interventional Pain and Spine Institute after the reduction will be \$560.00.

The reduction requested from Interventional Pain and Spine Institute is as follows:

ORIGINAL LIEN	\$	800.00
<u>REDUCTION REQUESTED</u>	\$	<u>240.00</u>
REDUCED LIEN	\$	560.00

Your prompt attention to this matter is greatly appreciated. If you agree to the reduction amount stated above, please sign below where indicated and fax this form back to our office at your earliest convenience. Otherwise, please do not hesitate to contact our office to discuss this matter further.


Authorized Signature & Title


Print Name


Date

07/17/2020 12:50 Nora

(FAX) 702 458 8849

P.001/001

LAS VEGAS LEGAL ADVISORS

1013 Whitney Ranch Drive Ste 110 • Henderson • NV • 89014

Tel (702) 723-9913 • Fax (702) 723-9914

July 17, 2020

Via Facsimile (702) 946-5115

Desert Institute of Spine
Attn: Medical & Billing Records
9839 W. Sunset Rd, Suite 100
Las Vegas, Nevada 89148

Re: Our Client: Adroushan ("Andy") Armentan
Date of Birth: [REDACTED]
Date of Loss: 06/19/2019

To Whom It May Concern:

The purpose of this correspondence is to request a reduction of the balance owed to Interventional Pain and Spine Institute in the amount of \$875.00. The amount owed to Desert Institute of Spine after the reduction will be \$1,625.00.

The reduction requested from Interventional Pain and Spine Institute is as follows:

ORIGINAL LIEN	\$ 2,500.00
<u>REDUCTION REQUESTED</u>	<u>\$ 875.00</u>
REDUCED LIEN	\$ 1,625.00

Your prompt attention to this matter is greatly appreciated. If you agree to the reduction amount stated above, please sign below where indicated and fax this form back to our office at your earliest convenience. Otherwise, please do not hesitate to contact our office to discuss this matter further.

Agreed:

Mia Alfonso-Admin
Authorized Signature & Title
for DISC

Print Name

7/20/2020
Date



SimonMed
See Tomorrow Today

4055317

NOTICE OF PROVIDER LIEN

Patient Name: Adroshian Armenian DO [REDACTED] Date of Injury: 9/1/19

Attorney Name: <u>Hera Armenian</u>	Firm Name: <u>Las Vegas Legal Advisors</u>
Address: <u>1013 Whitney Ranch Dr.</u>	City: <u>Henderson</u> State: <u>NV</u> Zip Code: <u>89014</u>
Phone: <u>702 580 6348</u>	Fax: _____ Email: <u>Hera.Armenian@gmail.com</u>
Auto Insurance Company: _____	Adjuster's Name: _____
Policy #: _____	Claim #: _____
Phone: _____	Fax: _____ Email: _____

I authorize the release of all my protected health information in SimonMed Imaging's possession, including reports, images, billing records, to my attorney. I hereby release SimonMed Imaging and your employees from any and all liability for fulfilling the authorization request for release of medical information. I understand it is possible that the information in my medical records may be disclosed by the recipient to other parties. This consent will expire when the case settles. I have given my consent freely, voluntarily and without coercion. I may revoke this authorization at any time providing that I notify SMI Imaging, LLC, SimonMed Imaging, Inc., SimonMed Imaging, a professional corporation (collectively SimonMed Imaging) in writing to that effect. I understand that any releases, which were made prior to my revocation in compliance with this authorization, shall not constitute a breach of my rights to confidentiality. I understand that a photocopy/facsimile of this authorization is considered acceptable in lieu of the original.

I hereby authorize and direct you, my attorney, to: (1) withhold from any settlement, judgment or verdict resulting from the accident in an amount equal to any and all sums I owe to SimonMed Imaging for medical services provided to me by SimonMed Imaging; and (2) pay such sums directly to SimonMed Imaging. I hereby acknowledge that SimonMed Imaging has provided and/or will provide medical services to me as a result of such injury. I hereby further give a lien on my case to SimonMed Imaging against any and all proceeds of my settlement, judgment, or verdict which may be paid to you, my attorney or myself, as a result of the injuries for which I have been treated or injuries in connection therewith.

I fully understand that I am directly and solely responsible to SimonMed Imaging for all medical bills submitted for services provided to me, regardless of whether I receive any settlement, judgment or verdict as a result of the accident.

By signing and returning the below, I have been advised that if my attorney does not wish to cooperate in protecting the medical provider's interest, SimonMed Imaging will not await payment, but may declare the entire balance due and payable. I understand that a photocopy/facsimile of this authorization is considered acceptable in lieu of the original. Please date, sign, and return one copy to SimonMed Imaging and keep one copy for your records.

[Signature] Date: 9/16/2019
Patient Signature

[Signature] Date: 9/16/2019
Attorney Signature

The undersigned, being attorney of record for the above patient, does hereby agree to observe all terms of the above to pay SimonMed Imaging from any settlement, judgment or verdict.

Please email or fax signed Lien form to: Attorney@simonmed.com

WEST COAST
Phone: 602-749-8599
Fax: 602-302-5810

FLORIDA
Phone: 407-250-0947
Fax: 407-475-6810



ASSIGNMENT OF PROCEEDS AND/OR LIEN FOR MEDICAL SERVICES
("Doctor's Lien")

I. Patient and Attorney Information

Patient Name: Abrourshan Armerian Attorney Name: Hera Armerian
Patient SSN: [REDACTED] Address: 1013 Whitney Ranch Dr.
Date of Injury: 6/19/2019 City: Henderson State: NV Zip: 89014
Note/Other: _____ Phone: 702.580.6348 Fax: _____

II. Certification, Authorization and Release in Accordance with HIPAA. Patient and attorney of record ("attorney") certify that the information provided herein is correct and complete. Patient understands that, in accordance with Health Information Portability and Privacy Act of 1996 ("HIPAA"), patient's medical information relating to this personal injury case may be shared to manage and expedite Patient's medical treatment. Patient authorizes Patient Physician, Attorney and any member of the Core Rehab clinics ("the clinic") to secure, release, and disclose such medical treatment information with companies and individuals as deemed necessary, and further agrees that examinations, diagnoses, medical treatments, films and reports can be shared with necessary parties involved in patient's case. Attorney acknowledges that Attorney has obtained a Release of Medical Information from Patient for purposes of communications regarding Patient's medical information and that the Clinic is covered by said Release.

III. Assignment and/or Lien for Medical Services. Patient and Attorney understand that the medical services, supplies and treatment Patient is receiving as a part of the ongoing personal injury claim may be billed as a Lien and may be authorized by applicable state law and practice. Patient hereby irrevocably authorizes and directs Attorney, to pay directly to the Clinic, such sums as may be due and owing for services rendered to Patient by reason of the accident from which the claim arises, and by reason of any other bills that are due to the Clinic, and to withhold such sums from any claim, settlement, judgment or verdict as may be necessary to adequately protect and clear Patient's account with the Clinic. By this assignment, Patient gives this "Lien" on Patient's case to the Clinic against any and all proceeds of any settlement judgment or verdict which may be paid to Attorney, or Patient or to another individual on Patient's behalf, that results from the injuries or illnesses in connection thereto, from which Patient has been treated. In the event another attorney is substituted in this matter, the new attorney shall honor this Lien as inherent to my case, and notice of this Lien shall be Patient's responsibility. This Lien may be signed in parts and have the same force and effect as though executed in one document. It is understood and agreed that a copy of this Lien shall have the same force and effect as the original.

IV. Interest. Interest on this Lien is eighteen percent (18%) per annum commencing thirty (30) days from the date of payment of settlement, judgment or award relating to services rendered by the Clinic to the Patient.

V. Payment Responsibility. Patient understands that Patient remains personally responsible to the Clinic for all medical bills submitted for service rendered to Patient and that this assignment is made solely for the Clinic's protection and in consideration of awaiting payment. Patient further understands that such payment is not contingent on any claim, settlement, judgment or verdict by which Patient may eventually recover said fee. Patient will notify the Clinic of any payment received by Patient for medical services from an insurance company or other source. Payments will be forwarded to the Clinic as requested. Patient further understands and accepts financial responsibility for payment of all accounts with the Clinic. Patient understands that the legal settlement may pay all, part, or none of the Patient's account(s) and that Patient is responsible for complete payment of all accounts(s). Patient understands that Patient is financially responsible for any amount unpaid by this assignment of proceeds and/or lien, as may be authorized by applicable state law and practice. By signing this document Patient fully understand all provision set forth in this Agreement.

Patient/Guardian Signature: _____

Date: 6/28/2019

The undersigned attorney is the obligor in this assignment and does hereby agree to observe all the terms of the above and agrees to withhold such sums from any settlement, judgment or verdict, as may be necessary in order to adequately protect the Clinic. Attorney is expressly directed to hold in Attorney's client trust account such sums from any payment, settlements, depositions, proceeds and/or verdicts received on Patient's behalf as may be required to adequately protect and pay the clinic for services arranged on Patient's behalf by the Clinic. Attorney is further directed to pay from Attorney's client trust account to the Clinic that amount which is due and owing to the Clinic for those medical services, examinations, treatments and reports which the clinic has had prepared on Patient's behalf. Attorney further agrees that in the event Patient secures other counsel in connection with any action instituted by Patient on account of the injuries for which Patient was treated, Attorney shall, to the best of Attorney's ability, inform such new counsel of this assignment and/or lien.

Attorney's Signature: H. Armerian

Date: 7/02/2019

Core Rehab Cooperative, LLC
10620 Southern Highlands Pkwy Ste. 110-329
Las Vegas, NV 89141
702-577-1962 Phone
702-577-1936 Fax



Desert Institute of Spine Care

Andrew M. Cash MD
9339 West Sunset Road Suite 100
Las Vegas, Nevada 89148
Phone: (702) 630-3472 Fax: (702) 946-5115

Patient Name: ARMENIAN ADROUSHAN _____
Last Name First Name Middle
Sex: (circle one) Female ☒ Male Date of Birth: _____ Social Security Number: _____
Ethnicity: Armenian Decline ☐ Race: White Decline ☐

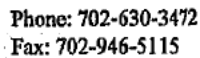
Address: 2050 Troon Drive Henderson NV 89074 USA
Street City State Zip code Country
Phone: Home () _____ Cell (702) 580 0807
Email: Andy.Armenian@gmail.com

Employer Phone: 702 456 6449 Employer Name: Vegas Valley Commercial
Emergency Contact: Nora Relationship: Wife Phone: 702 217 4921

Notice of Privacy Information Practices of Andrew M. Cash MD policy regarding minimum necessary uses and disclosures of protected health information. ☒ I accept or ☐ I decline to receive a copy of privacy practices.

Social Media Site Used: [] Facebook [] Twitter [] Pinterest [] Instagram [] Other: _____
Referring Source: [] Hera Armenian [] _____ [] _____
Health care provider ☒ Attorney Friend/ Relative Insurance book or website
(Circle if applicable) Advertisement, DISC website, Google, Yahoo, Phonebook, Hospital/ ER

Patient Signature: _____ Date: 8/6/2019
By signing this form I hereby consent to and authorize medical treatment, tests, and procedures performed in the office that the physician Deems advisable and necessary based on his/her judgment.



Primary Insurance Co. Name: Medicare

Insured Name: Adroushan, Armenian Insured DOB: [REDACTED] Insured Social Security # [REDACTED]
Policy Id# 80137 A04 RH40 Group# [REDACTED]

Secondary Insurance Co. Name: USAA

Insured Name: Abroushan Armerian Insured DOB: [REDACTED] Insured Social Security # [REDACTED]
Policy Id# 044684202 Group# [REDACTED]

Print Name: Adoushan Armeslan Signature: [Signature]

I also have an attorney representing me; the attorney information is:

Attorney name: Hera Armenian Law Firm: Las Vegas Legal Advisors

I understand by using my private health insurance, although I have an Attorney, I will be responsible for payment at time of service and any charges not covered by my insurance.

Signature: _____

Lien Only

I **DO NOT** have health insurance. Therefore, please bill all of my office visits and or charges directly to the attorney listed below:

Attorney name: _____ Law Firm: _____ Date Of injury: _____

Print Name: _____ Signature _____

Waiving Insurance/ Attorney Only

I have health insurance; the name of my insurance is: Farmers, however I choose not to use my health insurance. Therefore, please bill all of my office visits and or charges directly to the attorney listed below:

Attorney name: Hera Ameyan Law Firm: Las Vegas Legal Date Of injury: 6/19/19

Print Name: Adrooushan Ameneh Signature: [Signature]

Worker's Compensation:

I have a Work Comp claim;

Company name	Claim Number	Date of Injury
--------------	--------------	----------------

Adjuster Name _____ Adjuster Phone _____



JORG ROSLER, MD
Diplomate, American Board of Pain Medicine
Diplomate, American Board of Anesthesiology
DAVID WEBB, MD
Fellowship Trained in Pain Medicine
Fellowship Trained in Regional
Anesthesiology and Acute Pain Management
ANDREW HALL, MD
Fellowship Trained in Pain Medicine
Diplomate, American Board of Anesthesiology

DOCTOR'S LIEN

Attorney:

Hera Armenian
702 580 6348

Phone:

Fax:

Patient:

Adroushan Armenian

SS#:

Date of Injury:

Date of Birth:

I do hereby authorize for Interventional Pain and Spine Institute (IPSI) to furnish you, my attorney, with a full report including examination, diagnoses, treatment, prognosis, etc., of myself in regard to the accident of the above cited date of injury.

I hereby authorize and direct you, my attorney, to pay directly IPSI such sums as may be due and owing for medical service rendered to me both by reason of this accident and by reason of any other bills that are due and to withhold such sums from any settlement, judgment or verdict as may be necessary to adequately protect IPSI. I hereby further give a lien on my case to IPSI against any and all proceeds of any settlement, judgment or verdict which may be paid to you, my attorney, or myself, as the result of the injuries for which I have been treated or injuries in connection therewith.

I agree never to rescind this document and that a rescission will not be honored by my attorney. I hereby instruct that in the event another attorney is substituted in this matter, the new attorney honor this lien as inherent to the settlement and enforceable upon this case as if it were executed by him.

I fully understand that I am directly and fully responsible to IPSI for all medical bills submitted for service rendered to me and that this agreement is made solely for additional protection and in consideration of awaiting payment. I further understand that such payment is not contingent on any settlement, judgment or verdict by which I may eventually recover said fee.

I waive the Statute of Limitations regarding Interventional Pain and Spine Institute's right to recover.

[Signature]
Signature of Patient (Parent of Minor)

10/9/19
Date

The undersigned attorney of record for the above patient does hereby agree to observe all the terms of the above and agrees to withhold such funds from any settlement, judgment or verdict, as may be necessary to adequately protect Interventional Pain and Spine Institute.

H. Armenian
Signature of Attorney

10/10/19
Date

PLEASE SIGN AND FAX TO: (888) 904-5523

NAME LAS VEGAS LEGAL ADVISORS

ACCOUNT NO. **** 8217

DATE 7/29/2020

78-683
914 30

PAY TO THE ORDER OF Desert Institute of Spine Care

\$ 1,625.00

one thousand six hundred & twenty five dollars only DOLLARS



2605 E. FLAMINGO RD. • LAS VEGAS, NV 89121
Express Line (24 Hour Banking) 1-800-555-6895

FOR Armenian (Andy) Adroushan Acct# 13535

He. Armenian

21711

NAME LAS VEGAS LEGAL ADVISORS

ACCOUNT NO. **** 8217

DATE 7/29/2020

78-683
914 30

PAY TO THE ORDER OF HERA ARMENIAN

\$ 11,655.00

eleven thousand six hundred & fifty five dollars DOLLARS



2605 E. FLAMINGO RD. • LAS VEGAS, NV 89121
Express Line (24 Hour Banking) 1-800-555-6895

FOR Andy Armenian Atty Fees

He. Armenian

21711

NAME LAS VEGAS LEGAL ADVISORS

ACCOUNT NO. **** 8217

DATE 7/29/2020

78-683
914 30

PAY TO THE ORDER OF ADROUSHAN ARMENIAN

\$ 13,474.40

thirteen thousand four hundred & seventy four & forty cents DOLLARS



2605 E. FLAMINGO RD. • LAS VEGAS, NV 89121
Express Line (24 Hour Banking) 1-800-555-6895

FOR PI Settlement

He. Armenian

21711

NAME LAS VEGAS LEGAL ADVISORS

ACCOUNT NO. **** 8217

DATE 7/29/2020

78-683
914 30

PAY
TO THE
ORDER OF

Interventional Pain & Spine Institute

\$ 560.00

five hundred and sixty dollars only

DOLLARS



Security Features
Included
Details on Back



2605 E. FLAMINGO RD. • LAS VEGAS, NV 89121
Express Line (24 Hour Banking) 1-800-555-8895

FOR Armenian, Adraushan Acct# Arms58843

Le. Armenian

NP

21711

NAME LAS VEGAS LEGAL ADVISORS

ACCOUNT NO. **** 8217

DATE 7/29/2020

78-683
914 30

PAY
TO THE
ORDER OF

SNI IMAGING LLC

\$ 3614.65

three thousand six hundred & fourteen dollars & sixty-five cents

DOLLARS



Security Features
Included
Details on Back



2605 E. FLAMINGO RD. • LAS VEGAS, NV 89121
Express Line (24 Hour Banking) 1-800-555-8895

FOR Armenian, Adraushan Acct#
3064206-QSIMN-14

Le. Armenian

NP

21711

NAME LAS VEGAS LEGAL ADVISORS

ACCOUNT NO. **** 8217

DATE 7/29/2020

78-683
914 30

PAY
TO THE
ORDER OF

Southern Nevada Medical Group

\$ 1,088.75

one thousand & eighty eight dollars & seventy-five cents

DOLLARS



Security Features
Included
Details on Back



2605 E. FLAMINGO RD. • LAS VEGAS, NV 89121
Express Line (24 Hour Banking) 1-800-555-8895

Chart ID

FOR Armenian, Adraushan ARAN000002

Le. Armenian

NP

21711

NAME LAS VEGAS LEGAL ADVISORS
ACCOUNT NO. **** 0217

DATE 7/29/2020

78-683
914 30

PAY
TO THE
ORDER OF

Core Rehab

\$ 2,982.20

two thousand nine hundred & eighty two & twenty cents DOLLARS



2805 E. FLAMINGO RD. • LAS VEGAS, NV 89121
Express Line (24 Hour Banking) 1-800-555-0895

H. Armeny


FOR Armenian Admiration

HERA ARMENIAN LTD.

DATE 10/05/2020 78-683-30
914

PAY TO THE ORDER OF CORE REHAB

two thousand nine hundred & eighty two & twenty cents \$ 2,982.20
DOLLARS

 2605 E. FLAMINGO RD. • LAS VEGAS, NV 89121
Express Line (24 Hour Banking) 1-800-555-6895

MEMO Andy Armenian Her Armenian NP


9511

HERA ARMENIAN LTD.

DATE 10/05/2020 78-683-30
914

PAY TO THE ORDER OF CORE REHAB

thirty five dollars only \$ 35.00
DOLLARS

 2605 E. FLAMINGO RD. • LAS VEGAS, NV 89121
Express Line (24 Hour Banking) 1-800-555-6895

MEMO return fee A. Armenian NP

9511

Exhibit 2

Exhibit 2



FIRST SAVINGS BANK
5800 S WESTERN AVE
SIOUX FALLS, SD 57108

006 00030 01
ACCOUNT:

PAGE: 1
12/31/2020

TELEPHONE: 702-990-5900

15643 1 AB 0.419

015743



HERA ARMENIAN, LTD
DBA LAS VEGAS LEGAL ADVISORS
IOLTA TRUST ACCOUNT
2050 TROON DR
HENDERSON NV 89074-0668

=====

BUSINESS NOW ACCOUNT 217

=====

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			11/30/20	2.84
BALANCE THIS STATEMENT			12/31/20	2.84
TOTAL CREDITS (0)	.00	MINIMUM BALANCE		2.84
TOTAL DEBITS (0)	.00			
INTEREST PAID 2020	35.20			

- END OF STATEMENT -



FIRST SAVINGS BANK
5800 S WESTERN AVE
SIOUX FALLS, SD 57108

006 00030 01
ACCOUNT: [REDACTED]

PAGE: 1
11/30/2020

TELEPHONE: 702-990-5900

10555 1 AB 0.419

010655



HERA ARMENIAN, LTD
DBA LAS VEGAS LEGAL ADVISORS
IOLTA TRUST ACCOUNT
2050 TROON DR
HENDERSON NV 89074-0668

=====

BUSINESS NOW ACCOUNT [REDACTED] 217

=====

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			10/30/20	5.80
MISCELLANEOUS DEBIT	2.96		11/17/20	2.84
BALANCE THIS STATEMENT			11/30/20	2.84
TOTAL CREDITS (0)	.00	MINIMUM BALANCE		2.84
TOTAL DEBITS (1)	2.96			
INTEREST PAID 2020	35.20			

- END OF STATEMENT -

DEBIT		HENDERSON BR.33	
ACCOUNT NAME: <i>Hera Armenian</i>		DATE: <i>11-14-2020</i>	
DESCRIPTION: <i>Initial Transfer Oct</i>		AMOUNT:	
CONTROL ENTRY: <i>012 01547855984</i>		2.96	
[REDACTED]		03-7 *	

DDA Debits - 0 - \$2.96



FIRST SAVINGS BANK
5800 S WESTERN AVE
SIOUX FALLS, SD 57108

006 00030 01
ACCOUNT:

PAGE: 1
10/30/2020

TELEPHONE: 702-990-5900

10870 1 AB 0.419

010970



HERA ARMENIAN, LTD
DBA LAS VEGAS LEGAL ADVISORS
IOLTA TRUST ACCOUNT
2050 TROON DR
HENDERSON NV 89074-0668

Beginning 07-01-2020, Regulation CC is being updated to increase the amount we make available for withdrawal by checks not subject to next day availability to \$225. In addition, the amount available for withdrawal on exceptions holds for large deposits, repeat overdrafts and new account holds is increasing to \$5,525. Regulation CC applies only to checking accounts. Savings and Money Market accounts are excluded from this rule.

BUSINESS NOW ACCOUNT 217

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			09/30/20	8.76
MISCELLANEOUS DEBIT	2.96		10/15/20	5.80
BALANCE THIS STATEMENT			10/30/20	5.80
TOTAL CREDITS (0)	.00	MINIMUM BALANCE		5.80
TOTAL DEBITS (1)	2.96			
INTEREST PAID 2020	35.20			

- END OF STATEMENT -

DEBIT		HENDERSON BR.30	
ACCOUNT NO.	HERA ARMENIAN	DATE	10-15-20
DESCRIPTION	Teller's Interest SCDI		
CONTROL NUMBER	010 215510	AMOUNT	
Check Number	087		2.96

DDA Debits - 0 - \$2.96



FIRST SAVINGS BANK
5800 S WESTERN AVE
SIOUX FALLS, SD 57108

006 00030 01
ACCOUNT: [REDACTED]

PAGE: 1
09/30/2020

TELEPHONE: 702-990-5900

13941 1 AB 0.419

014041

HERA ARMENIAN, LTD
DBA LAS VEGAS LEGAL ADVISORS
IOLTA TRUST ACCOUNT
2050 TROON DR
HENDERSON NV 89074-0668

Beginning 07-01-2020, Regulation CC is being updated to increase the amount we make available for withdrawal by checks not subject to next day availability to \$225. In addition, the amount available for withdrawal on exceptions holds for large deposits, repeat overdrafts and new account holds is increasing to \$5,525. Regulation CC applies only to checking accounts. Savings and Money Market accounts are excluded from this rule.

BUSINESS NOW ACCOUNT [REDACTED] 217

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			08/31/20	8,481.71
MISCELLANEOUS DEBIT	5.91		09/02/20	8,475.80
DEPOSIT		10,000.00	09/09/20	18,475.80
PC EXPRESS TRANSFER TO N.O.W. 363004837 ON 9/11/20 AT				
17:56 one time transf	18,470.00		09/14/20	5.80
CHECK	2,982.20		09/24/20	2,976.40-
RETURNED CHECK# 00, NOT SUFFICIENT FUNDS		2,982.20	09/25/20	5.80
INTEREST		2.96	09/30/20	8.76
BALANCE THIS STATEMENT			09/30/20	8.76
TOTAL CREDITS (3)	12,985.16	MINIMUM BALANCE		2,976.40-
TOTAL DEBITS (3)	21,458.11			
INTEREST THIS STATEMENT	2.96			

YOUR CHECKS SEQUENCED

DATE...CHECK #.....AMOUNT	DATE...CHECK #.....AMOUNT	DATE...CHECK #.....AMOUNT
09/24	2,982.20	

- END OF STATEMENT -

HERA ARMENIAN, LTD		10000.00	
NAME: HERA ARMENIAN, LTD		10000.00	
ACCOUNT: [REDACTED]		10000.00	
100914088330		10000.00	

\$10,000.00 - 9/9/2020

DEBIT		HENDERSON BR.30	
ACCOUNT NAME: Hera Armenian		DATE: 9.2.2020	
DESCRIPTION: Other Transfer		AMOUNT: 5.91	
COUNTRY: 270 015 849		AMOUNT: 5.91	
[REDACTED]		5.91	

DDA Debits - 0 - \$5.91

NAME: VAS VAS LEGAL ADVISORS		DATE: 7/21/2020	
ACCOUNT NAME: COLE DEFIAS		DATE: 7/21/2020	
DESCRIPTION: [REDACTED]		AMOUNT: \$2,982.20	
COUNTRY: 270 015 849		AMOUNT: \$2,982.20	
[REDACTED]		\$2,982.20	

DDA Debits - 0 - \$2,982.20



FIRST SAVINGS BANK
5800 S WESTERN AVE
SIOUX FALLS, SD 57108

006 00030 01
ACCOUNT: [REDACTED]

PAGE: 1
08/31/2020

TELEPHONE: 702-990-5900

10071 1 AB 0.419

010171

HERA ARMENIAN, LTD
DBA LAS VEGAS LEGAL ADVISORS
IOLTA TRUST ACCOUNT
2050 TROON DR
HENDERSON NV 89074-0668

Beginning 07-01-2020, Regulation CC is being updated to increase the amount we make available for withdrawal by checks not subject to next day availability to \$225. In addition, the amount available for withdrawal on exceptions holds for large deposits, repeat overdrafts and new account holds is increasing to \$5,525. Regulation CC applies only to checking accounts. Savings and Money Market accounts are excluded from this rule.

BUSINESS NOW ACCOUNT [REDACTED] 217

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			07/31/20	27,026.83
CHECK	11,655.00		08/03/20	15,371.83
CHECK	1,088.75		08/05/20	14,283.08
CHECK	3,614.65		08/05/20	10,668.43
MISCELLANEOUS DEBIT	7.63		08/06/20	10,660.80
CHECK	1,625.00		08/07/20	9,035.80
CHECK	560.00		08/10/20	8,475.80
INTEREST		5.91	08/31/20	8,481.71
BALANCE THIS STATEMENT			08/31/20	8,481.71
TOTAL CREDITS (1)	5.91	MINIMUM BALANCE		8,475.80
TOTAL DEBITS (6)	18,551.03			
INTEREST THIS STATEMENT	5.91			

YOUR CHECKS SEQUENCED

DATE...CHECK #.....AMOUNT	DATE...CHECK #.....AMOUNT	DATE...CHECK #.....AMOUNT
08/03 * 11,655.00	08/05 * 3,614.65	08/10 560.00
08/05 * 1,088.75	08/07 * 1,625.00	

(*) INDICATES A GAP IN CHECK NUMBER SEQUENCE

- END OF STATEMENT -

NAME LAST, FIRST, MIDDLE, ADVISEE		DATE
AC [REDACTED]		7/20/2020
BY [REDACTED]		
TO HERA ARMENIAN		\$ 11,655.00
Eleven thousand six hundred and fifty five dollars only		
FOR [REDACTED]		
[REDACTED]		

DDA Debits - 0 - \$11,655.00

NAME LAST, FIRST, MIDDLE, ADVISEE		DATE
AC [REDACTED]		7/20/2020
BY [REDACTED]		
TO Sutter's Nevada Medical Group		\$ 1,088.75
One thousand and eighty eight dollars and seventy five cents only		
FOR [REDACTED]		
[REDACTED]		

DDA Debits - 0 - \$1,088.75

NAME LAST, FIRST, MIDDLE, ADVISEE		DATE
AC [REDACTED]		
BY [REDACTED]		
TO [REDACTED]		
[REDACTED]		
[REDACTED]		

DDA Debits - 0 - \$3,614.65

DEBIT	TO	RENDERON BR
HERA ARMENIAN		8/1/2020
Interest		
0/0 515795		
0 [REDACTED] 337		743

DDA Debits - 0 - \$7.63

NAME LAST, FIRST, MIDDLE, ADVISEE		DATE
AC [REDACTED]		7/20/2020
BY [REDACTED]		
TO Desert Institute of Home Care		\$ 1,625.00
One thousand six hundred and twenty five dollars only		
FOR [REDACTED]		
[REDACTED]		

DDA Debits - 0 - \$1,625.00

NAME LAST, FIRST, MIDDLE, ADVISEE		DATE
AC [REDACTED]		7/20/2020
BY [REDACTED]		
TO International Pan A-Spine Institute		\$ 560.00
Five hundred and sixty dollars only		
FOR [REDACTED]		
[REDACTED]		

DDA Debits - 0 - \$560.00



FIRST SAVINGS BANK
5800 S WESTERN AVE
SIOUX FALLS, SD 57108

006 00030 01
ACCOUNT:

PAGE: 1
07/31/2020

TELEPHONE: 702-990-5900

10395 1 AB 0.419

010495

HERA ARMENIAN, LTD
DBA LAS VEGAS LEGAL ADVISORS
IOLTA TRUST ACCOUNT
2050 TROON DR
HENDERSON NV 89074-0668

Beginning 07-01-2020, Regulation CC is being updated to increase the amount we make available for withdrawal by checks not subject to next day availability to \$225. In addition, the amount available for withdrawal on exceptions holds for large deposits, repeat overdrafts and new account holds is increasing to \$5,525. Regulation CC applies only to checking accounts. Savings and Money Market accounts are excluded from this rule.

BUSINESS NOW ACCOUNT

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			06/30/20	5,496.65
MISCELLANEOUS DEBIT	3.25		07/17/20	5,493.40
DEPOSIT		35,000.00	07/24/20	40,493.40
CHECK	13,474.40		07/30/20	27,019.00
INTEREST		7.83	07/31/20	27,026.83
BALANCE THIS STATEMENT			07/31/20	27,026.83
TOTAL CREDITS (2)	35,007.83	MINIMUM BALANCE		5,493.40
TOTAL DEBITS (2)	13,477.65			
INTEREST THIS STATEMENT	7.83			

YOUR CHECKS SEQUENCED

DATE...CHECK #.....AMOUNT	DATE...CHECK #.....AMOUNT	DATE...CHECK #.....AMOUNT
07/30	13,474.40	

- END OF STATEMENT -

ACCOUNT NUMBER [REDACTED]		FR-19 CHECKING DEPOSIT	
NAME Hera Armenian Ltd		DATE 7/23/2020	
DATE 7/23/2020		AMOUNT \$ 35,000.00	
CHECKS AND OTHER DEBIT TO ACCOUNT FOR DEPOSIT SUBJECT TO THE TERMS AND CONDITIONS OF THE BANK'S COLLECTION AGREEMENT. DEPOSITS MAY NOT BE AVAILABLE TO THE PAYEE UNTIL THE NEXT BUSINESS DAY.		NET DEPOSIT \$ 35,000.00	
15 [REDACTED]		12	

\$35,000.00 - 7/24/2020

DEBIT		NEWBORN BILBO	
ACCOUNT NAME Hera Armenian		DATE 7/24/2020	
DESCRIPTION Extra Interest		AMOUNT	
CHECK NUMBER 416 5157168		AMOUNT \$ 3.25	
[REDACTED]		057	

DDA Debits - 0 - \$3.25

NAME HERA ARMENIAN, LTD		ACCOUNT	
ACCOUNT [REDACTED]		DATE 7/24/2020	
NAME HERA ARMENIAN, LTD		AMOUNT \$ 13,474.40	
DESCRIPTION [REDACTED]		AMOUNT \$ 13,474.40	
CHECK NUMBER [REDACTED]		AMOUNT \$ 13,474.40	
[REDACTED]		[REDACTED]	

DDA Debits - 0 - \$13,474.40



FIRST SAVINGS BANK
5800 S WESTERN AVE
SIOUX FALLS, SD 57108

006 00030 01
ACCOUNT:

PAGE: 1
06/30/2020

TELEPHONE: 702-990-5900

14275 1 AB 0.419

014375



HERA ARMENIAN, LTD
DBA LAS VEGAS LEGAL ADVISORS
IOLTA TRUST ACCOUNT
2050 TROON DR
HENDERSON NV 89074-0668

Beginning 07-01-2020, Regulation CC is being updated to increase the amount we make available for withdrawal by checks not subject to next day availability to \$225. In addition, the amount available for withdrawal on exceptions holds for large deposits, repeat overdrafts and new account holds is increasing to \$5,525. Regulation CC applies only to checking accounts. Savings and Money Market accounts are excluded from this rule.

BUSINESS NOW ACCOUNT

217

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			05/29/20	5,496.35
MISCELLANEOUS DEBIT	2.95		06/11/20	5,493.40
INTEREST		3.25	06/30/20	5,496.65
BALANCE THIS STATEMENT			06/30/20	5,496.65
TOTAL CREDITS (1)	3.25	MINIMUM BALANCE		5,493.40
TOTAL DEBITS (1)	2.95			
INTEREST THIS STATEMENT	3.25			

- END OF STATEMENT -

DEBIT		MEMO: <input checked="" type="checkbox"/> <input type="checkbox"/>	HERNDENSON BR30
ACCOUNT NAME	Hera Armenian		DATE 10-11-20
DESCRIPTION	TOTAL INTEREST		
AMOUNT	0.37		2.95
DATE	10-11-20		

DDA Debits - 0 - \$2.95



FIRST SAVINGS BANK
5800 S WESTERN AVE
SIOUX FALLS, SD 57108

006 00030 01
ACCOUNT:

PAGE: 1
05/29/2020

TELEPHONE: 702-990-5900

10113 1 AB 0.419

010213



HERA ARMENIAN, LTD
DBA LAS VEGAS LEGAL ADVISORS
IOLTA TRUST ACCOUNT
2050 TROON DR
HENDERSON NV 89074-0668

=====

BUSINESS NOW ACCOUNT [REDACTED] 217

=====

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			04/30/20	5,496.45
MISCELLANEOUS DEBIT	3.05		05/14/20	5,493.40
INTEREST		2.95	05/29/20	5,496.35
BALANCE THIS STATEMENT			05/29/20	5,496.35
TOTAL CREDITS (1)	2.95	MINIMUM BALANCE		5,493.40
TOTAL DEBITS (1)	3.05			
INTEREST THIS STATEMENT	2.95			

- END OF STATEMENT -

DEBIT		HERA ARMENIAN LTD	
ACCOUNT NAME: <u>HERA ARMENIAN LTD</u>		DATE: <u>5/11/20</u>	
CHECK NO: <u>0017</u>		AMOUNT: <u>3.05</u>	
CASH ON HAND: <u>3156.92</u>		BALANCE: <u>3153.87</u>	
[REDACTED]		037	

DDA Debits - 0 - \$3.05



FIRST SAVINGS BANK
5800 S WESTERN AVE
SIOUX FALLS, SD 57108

006 00030 01
ACCOUNT:

PAGE: 1
04/30/2020

TELEPHONE: 702-990-5900

10494 1 AB 0.419

010594



HERA ARMENIAN, LTD
DBA LAS VEGAS LEGAL ADVISORS
IOLTA TRUST ACCOUNT
2050 TROON DR
HENDERSON NV 89074-0668

=====

BUSINESS NOW ACCOUNT [REDACTED] 217

=====

DESCRIPTION •	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			03/31/20	5,496.65
MISCELLANEOUS DEBIT	3.25		04/07/20	5,493.40
INTEREST		3.05	04/30/20	5,496.45
BALANCE THIS STATEMENT			04/30/20	5,496.45
TOTAL CREDITS (1)	3.05	MINIMUM BALANCE		5,493.40
TOTAL DEBITS (1)	3.25			
INTEREST THIS STATEMENT	3.05			

- END OF STATEMENT -

DEBIT		AMOUNT	
ACCOUNT NAME <u>Hera Armenian</u>		DATE <u>4-1-2020</u>	
DESCRIPTION <u>FOR INTEREST</u>		AMOUNT	
COUNTRY CODE <u>UK</u> <u>815000</u>		037 • 8.25	
[REDACTED]		[REDACTED]	
[REDACTED]		[REDACTED]	

DDA Debits - 0 - \$3.25

Exhibit 3

Exhibit 3



FIRST SAVINGS BANK
5800 S WESTERN AVE
SIOUX FALLS, SD 57108

006 00030 01
ACCOUNT:

PAGE: 1
12/31/2020

TELEPHONE: 702-990-5900

15645 1 AB 0.419

015745

HERA ARMENIAN, LTD
DBA LAS VEGAS LEGAL ADVISORS
2050 TROON DR
HENDERSON NV 89074-0668

SM BUSINESS CHECKING ACCOUNT 495

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			11/30/20	48,881.35
CHECK	35.00		12/01/20	48,846.35
CHECK	2,982.20		12/01/20	45,864.15
BALANCE THIS STATEMENT			12/31/20	45,864.15
TOTAL CREDITS (0)	.00	MINIMUM BALANCE		45,864.15
TOTAL DEBITS (2)	3,017.20			

YOUR CHECKS SEQUENCED

DATE...CHECK #.....AMOUNT	DATE...CHECK #.....AMOUNT	DATE...CHECK #.....AMOUNT
12/01 * 35.00	12/01 2,982.20	

(*) INDICATES A GAP IN CHECK NUMBER SEQUENCE

- END OF STATEMENT -

HERA ARMENIAN LTD

DATE 10/05/2020

USD CODE 254100

Amount Due Dollars Only

USD \$35.00

Signature

DDA Debits - 0 - \$35.00

HERA ARMENIAN LTD

DATE 10/05/2020

USD CODE 254100

Amount Due Dollars Only

USD \$2,982.20

Signature

DDA Debits - 0 - \$2,982.20



FIRST SAVINGS BANK
5800 S WESTERN AVE
SIOUX FALLS, SD 57108

006 00030 01
ACCOUNT:

PAGE: 1
11/30/2020

TELEPHONE: 702-990-5900

10557 1 AB 0.419

010657



HERA ARMENIAN, LTD
DBA LAS VEGAS LEGAL ADVISORS
2050 TROON DR
HENDERSON NV 89074-0668

=====

SM BUSINESS CHECKING ACCOUNT 8 495

=====

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			10/30/20	48,881.35
BALANCE THIS STATEMENT			11/30/20	48,881.35
TOTAL CREDITS (0)	.00	MINIMUM BALANCE		48,881.35
TOTAL DEBITS (0)	.00			

- END OF STATEMENT -



FIRST SAVINGS BANK
5800 S WESTERN AVE
SIOUX FALLS, SD 57108

006 00030 01
ACCOUNT:

PAGE: 1
10/30/2020

TELEPHONE: 702-990-5900

10877 1 AB 0.419

010977



HERA ARMENIAN, LTD
DBA LAS VEGAS LEGAL ADVISORS
2050 TROON DR
HENDERSON NV 89074-0668

Beginning 07-01-2020, Regulation CC is being updated to increase the amount we make available for withdrawal by checks not subject to next day availability to \$225. In addition, the amount available for withdrawal on exceptions holds for large deposits, repeat overdrafts and new account holds is increasing to \$5,525. Regulation CC applies only to checking accounts. Savings and Money Market accounts are excluded from this rule.

SM BUSINESS CHECKING ACCOUNT 495

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			09/30/20	48,934.69
CHECK	53.34		10/21/20	48,881.35
BALANCE THIS STATEMENT			10/30/20	48,881.35
TOTAL CREDITS (0)	.00	MINIMUM BALANCE		48,881.35
TOTAL DEBITS (1)	53.34			

YOUR CHECKS SEQUENCED

DATE...CHECK #.....AMOUNT	DATE...CHECK #.....AMOUNT	DATE...CHECK #.....AMOUNT
10/21 53.34		

- END OF STATEMENT -

HERA ARMENIAN LTD	
DATE	01/14/2014
TO	Sagebrush Lawyers
AMOUNT	\$ 53.34
Fifty three dollars & thirty four cents	
DOLLARS & CENTS	
[REDACTED]	
[REDACTED]	

DDA Debits - 0 - \$53.34



FIRST SAVINGS BANK
5800 S WESTERN AVE
SIOUX FALLS, SD 57108

006 00030 01
ACCOUNT:

PAGE: 1
09/30/2020

TELEPHONE: 702-990-5900

13947 1 AB 0.419

014047

HERA ARMENIAN, LTD
DBA LAS VEGAS LEGAL ADVISORS
2050 TROON DR
HENDERSON NV 89074-0668

Beginning 07-01-2020, Regulation CC is being updated to increase the amount we make available for withdrawal by checks not subject to next day availability to \$225. In addition, the amount available for withdrawal on exceptions holds for large deposits, repeat overdrafts and new account holds is increasing to \$5,525. Regulation CC applies only to checking accounts. Savings and Money Market accounts are excluded from this rule.

SM BUSINESS CHECKING ACCOUNT 495

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			08/31/20	48,934.69
BALANCE THIS STATEMENT			09/30/20	48,934.69
TOTAL CREDITS (0)	.00	MINIMUM BALANCE		48,934.69
TOTAL DEBITS (0)	.00			

- END OF STATEMENT -



FIRST SAVINGS BANK
5800 S WESTERN AVE
SIOUX FALLS, SD 57108

006 00030 01
ACCOUNT:

PAGE: 1
08/31/2020

TELEPHONE: 702-990-5900

10072 1 AB 0.419

010172



HERA ARMENIAN, LTD
DBA LAS VEGAS LEGAL ADVISORS
2050 TROON DR
HENDERSON NV 89074-0668

Beginning 07-01-2020, Regulation CC is being updated to increase the amount we make available for withdrawal by checks not subject to next day availability to \$225. In addition, the amount available for withdrawal on exceptions holds for large deposits, repeat overdrafts and new account holds is increasing to \$5,525. Regulation CC applies only to checking accounts. Savings and Money Market accounts are excluded from this rule.

SM BUSINESS CHECKING ACCOUNT 8 495

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			07/31/20	48,934.69
BALANCE THIS STATEMENT			08/31/20	48,934.69
TOTAL CREDITS (0)	.00	MINIMUM BALANCE		48,934.69
TOTAL DEBITS (0)	.00			

- END OF STATEMENT -



FIRST SAVINGS BANK
5800 S WESTERN AVE
SIOUX FALLS, SD 57108

006 00030 01
ACCOUNT:

PAGE: 1
07/31/2020

TELEPHONE: 702-990-5900

10387 1 AB 0.419

010487



HERA ARMENIAN, LTD
DBA LAS VEGAS LEGAL ADVISORS
2050 TROON DR
HENDERSON NV 89074-0668

Beginning 07-01-2020, Regulation CC is being updated to increase the amount we make available for withdrawal by checks not subject to next day availability to \$225. In addition, the amount available for withdrawal on exceptions holds for large deposits, repeat overdrafts and new account holds is increasing to \$5,525. Regulation CC applies only to checking accounts. Savings and Money Market accounts are excluded from this rule.

SM BUSINESS CHECKING ACCOUNT

495

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			06/30/20	48,934.69
BALANCE THIS STATEMENT			07/31/20	48,934.69
TOTAL CREDITS (0)	.00	MINIMUM BALANCE		48,934.69
TOTAL DEBITS (0)	.00			

- END OF STATEMENT -



FIRST SAVINGS BANK
5800 S WESTERN AVE
SIOUX FALLS, SD 57108

006 00030 01
ACCOUNT:

PAGE: 1
06/30/2020

TELEPHONE: 702-990-5900

14273 1 AB 0.419

014373

HERA ARMENIAN, LTD
DBA LAS VEGAS LEGAL ADVISORS
2050 TROON DR
HENDERSON NV 89074-0668

Beginning 07-01-2020, Regulation CC is being updated to increase the amount we make available for withdrawal by checks not subject to next day availability to \$225. In addition, the amount available for withdrawal on exceptions holds for large deposits, repeat overdrafts and new account holds is increasing to \$5,525. Regulation CC applies only to checking accounts. Savings and Money Market accounts are excluded from this rule.

SM BUSINESS CHECKING ACCOUNT 495

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			05/29/20	48,934.69
BALANCE THIS STATEMENT			06/30/20	48,934.69
TOTAL CREDITS (0)	.00	MINIMUM BALANCE		48,934.69
TOTAL DEBITS (0)	.00			

- END OF STATEMENT -



FIRST SAVINGS BANK
5800 S WESTERN AVE
SIOUX FALLS, SD 57108

006 00030 01
ACCOUNT:

PAGE: 1
05/29/2020

TELEPHONE: 702-990-5900

10117 1 AB 0.419

010217



HERA ARMENIAN, LTD
DBA LAS VEGAS LEGAL ADVISORS
2050 TROON DR
HENDERSON NV 89074-0668

=====

SM BUSINESS CHECKING ACCOUNT [REDACTED] 495

=====

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			04/30/20	48,934.69
BALANCE THIS STATEMENT			05/29/20	48,934.69
TOTAL CREDITS (0)	.00	MINIMUM BALANCE		48,934.69
TOTAL DEBITS (0)	.00			

- END OF STATEMENT -



FIRST SAVINGS BANK
5800 S WESTERN AVE
SIOUX FALLS, SD 57108

006 00030 01
ACCOUNT:

PAGE: 1
04/30/2020

TELEPHONE: 702-990-5900

10498 1 AB 0.419

010598



HERA ARMENIAN, LTD
DBA LAS VEGAS LEGAL ADVISORS
2050 TROON DR
HENDERSON NV 89074-0668

=====

SM BUSINESS CHECKING ACCOUNT [REDACTED] 495

=====

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			03/31/20	48,934.69
BALANCE THIS STATEMENT			04/30/20	48,934.69
TOTAL CREDITS (0)	.00	MINIMUM BALANCE		48,934.69
TOTAL DEBITS (0)	.00			

- END OF STATEMENT -

From: [Laura Peters](#)
To: [Hera Armenian](#)
Subject: Grievance File OBC20-1115/First Savings Bank
Date: Thursday, February 18, 2021 5:02:00 PM

Good Afternoon Hera:

I have completed my audit – everything you submitted was in order and very easy to follow, thank you – and have only one question:

You paid most of your father's providers in August and, just before you paid the Cole Rehab provider you took in \$10K and then transferred \$18,470 to N.O.W., creating the low balance that led to the overdraft/returned check. In case I'm asked, can I have an explanation for that – what is N.O.W. and is it in connection with a client? I see that you reissued a check to Cole Rehab in October directly from your operating account which is fine.

Thank you so much for your cooperation with this,

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.

From: [Laura Peters](#)
To: [Hera Armenian](#)
Subject: RE: Grievance File OBC20-1115/First Savings Bank
Date: Friday, February 19, 2021 11:06:00 AM
Attachments: [image001.jpg](#)

Actually, is there any way you can share with me the name of the client and perhaps a distribution sheet, however informal, with regard to the settlement and 18K disbursement for attorney fees? I anticipate that Bar Counsel will ask for clarification on that piece.

From: Hera Armenian <hera.armenian@gmail.com>
Sent: Friday, February 19, 2021 10:18 AM
To: Laura Peters <LauraP@nvbar.org>
Subject: Re: Grievance File OBC20-1115/First Savings Bank

Hi Laura,

Thank you so much for reviewing my file. The \$10K deposited on 9/9/2020 were settlement funds deposited into my IOLTA. Attached is the deposit slip. The subsequent transfer to NOW was to a personal account with First Savings Bank, where the monies still are. The settlement funds deposited were earned. You are correct, the Core Rehab checks issued in October originated from my business operating account.

Hera
702.580.6348

On Thu, Feb 18, 2021 at 5:02 PM Laura Peters <LauraP@nvbar.org> wrote:

Good Afternoon Hera:

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Office of Bar Counsel
Ph: 775-824-1382
Email: laurap@nvbar.org



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From: [Hera Armenian](#)
To: [Laura Peters](#)
Subject: Re: Grievance File OBC20-1115/First Savings Bank
Date: Monday, February 22, 2021 7:20:55 PM
Attachments: [image001.jpg](#)

Yes, I will review the file this week and share the litigation matter, checks, client name etc.

thank you again!
Hera
(702) 580-6348

On Fri, Feb 19, 2021 at 11:06 AM Laura Peters <LauraP@nvbar.org> wrote:

Actually, is there any way you can share with me the name of the client and perhaps a distribution sheet, however informal, with regard to the settlement and 18K disbursement for attorney fees? I anticipate that Bar Counsel will ask for clarification on that piece.

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Subject: Re: Grievance File OBC20-1115/First Savings Bank

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Hera
702.580.6348

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Laura Peters

Paralegal/Investigator

Office of Bar Counsel

Ph: 775-824-1382

Email: laurap@nvbar.org



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From: [Hera Armenian](#)
To: [Laura Peters](#)
Subject: Re: Grievance File OBC20-1115/First Savings Bank
Date: Sunday, February 28, 2021 4:16:01 PM
Attachments: [image001.jpg](#)
[image002.jpg](#)
[Check \\$7,500.pdf](#)
[Copy of \\$2500 Check.pdf](#)
[Signed Settlement Agreement - Elam, Frank.pdf](#)
[Signed Settlement Elam, Frank.pdf](#)

Hi Laura,

Attached please find the signed settlement agreements for \$10,000 coming from two checks one for \$7,500 from Pete Findlay Automotive (the Cadillac dealership) and one for \$2,500 from Geico. Please let me know if you need anything else.

Thank you!
Hera
(702) 580-6348



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On Tue, Feb 23, 2021 at 8:31 AM Laura Peters <LauraP@nvbar.org> wrote:

Thanks. I hate to be a pain but it might come up and I want to be prepared if it does.

From: Hera Armenian <hera.armenian@gmail.com>
Sent: Monday, February 22, 2021 7:21 PM
To: Laura Peters <LauraP@nvbar.org>
Subject: Re: Grievance File OBC20-1115/First Savings Bank

Yes, I will review the file this week and share the litigation matter, checks, client name etc.

thank you again!

Hera
(702) 580-6348

On Fri, Feb 19, 2021 at 11:06 AM Laura Peters <LauraP@nvbar.org> wrote:

Actually, is there any way you can share with me the name of the client and perhaps a

distribution sheet, however informal, with regard to the settlement and 18K disbursal for attorney fees? I anticipate that Bar Counsel will ask for clarification on that piece.

From: Hera Armenian <hera.armenian@gmail.com>
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To: Laura Peters <LauraP@nvbar.org>
Subject: Re: Grievance File OBC20-1115/First Savings Bank

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Hera

702.580.6348

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Email: laurap@nvbar.org



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From: [Hera Armenian](#)
To: [Laura Peters](#)
Subject: Re: FW: Grievance File OBC20-1115
Date: Friday, April 9, 2021 2 57:44 PM
Attachments: [image001.jpg](#)

Hi Laura,

Thank you for your email I have been meaning to get this to you and am working on it now I just got out of trial yesterday! I will get you my tracing as soon as possible

thank you!

Hera

On Fri, Apr 9, 2021 at 9:01 AM Laura Peters <LauraP@nybar.org> wrote:

Good Morning Hera:

Hope you're doing well Can you make getting me the final pieces on this file I need a priority? See chart below I'm getting pressure to move the matter along as, technically, we only have 5 months after opening to complete our investigation and I've already exceeded that time frame

Thank you for your continued cooperation,

Laura

From: Laura Peters
Sent: Tuesday, March 23, 2021 9:25 AM
To: Hera Armenian <hera_armenian@gmail.com>
Subject: RE: Grievance File OBC20-1115

Hera:

I really appreciate the information and I will pass it along, but I need to account for the additional \$8,470 that was withdrawn from the IOLTA on 9/11/20 See chart below:

9/9/20		\$10 000.00	\$18 475.80	Deposit - Settlement funds – Franklin Elem (2 checks)
9/11/20	\$18,470 00		\$5.80	Earned fees transferred to personal account (Elem - \$10K)

erwork as well I respect that the total amount withdrawn represented earned fees; however, I need an accounting for that money If there are client ledgers (I thought at one point you indicated that there were not but I could have misunderstood) that would shed some light on this, please forward them to me

Sorry to prolong the agony

- Laura

From: Hera Armenian <hera_armenian@gmail.com>
Sent: Monday, March 22, 2021 6:09 PM
To: Laura Peters <LauraP@nybar.org>
Subject: Re: Grievance File OBC20-1115

Laura,

Attached are Frank Elam's settlement documents He had originally signed a contingency fee retainer but I only represented him for Property Damage, which is why I have included the filed complaint here, which includes causes of action for conversion and negligent infliction of emotional distress

Let me know if there is anything else I can provide Ledgers or otherwise

Thank you!

Hera

(702) 580-6348

On Thu, Mar 11, 2021 at 5:33 PM Laura Peters <LauraP@nybar.org> wrote:

Good Evening Hera:

So nice to speak with you yesterday. Today I received feedback on my investigation report. Bar Counsel is asking for clarification on the \$18,470 withdrawal that took place on 9/11/20, right before the overdraft occurred. According to the information you provided regarding client Elem, his settlement was \$10K – the check written for attorney fees shortly thereafter was for more than the settlement amount. Can you provide me with a disbursement sheet for the Elem case. **If there were are other attorney fees included in the 18,470 amount, please provide as much information as possible to support that claim.** Bar Counsel asked me to ask you for the Elem client ledger; I think you mentioned that you didn't have client ledgers in one of your written responses. A disbursement sheet and either the fee agreement, if it was a standard 33.3% fee, or invoices reflecting earned fees would probably work as well.

Thank you,

Laura Peters

Paralegal/Investigator

Office of Bar Counsel

Ph: 775-824-1382

Email: laurap@nybar.org



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From: [Hera Armenian](#)
To: [Laura Peters](#)
Subject: Re: lending investigation
Date: Tuesday, May 4, 2021 1:59:28 PM

Laura,

I haven't forgotten about getting a response back to you. I'm still working on it!

Hera

On Tue, Apr 27, 2021 at 10:13 AM Laura Peters <LauraP@nvbar.org> wrote:

Sure, I represented to Bar Counsel that you're working on it - and you are. That works.

Thanks for the update,

- Laura

-----Original Message-----

From: Hera Armenian <hera.armenian@gmail.com>

Sent: Tuesday, April 27, 2021 10:11 AM

To: Laura Peters <LauraP@nvbar.org>

Subject: Re: lending investigation

Laura,

Can I please have till the end of the week to getting something to you? Please let me know if that's a problem.

Thank you!

Hera



FIRST SAVINGS BANK
5800 S WESTERN AVE
SIOUX FALLS, SD 57108

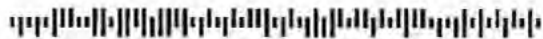
006 00030 01
ACCOUNT:

PAGE: 1
12/31/2020

TELEPHONE: 702-990-5900

15643 1 AB 0.419

015743



HERA ARMENIAN, LTD
DBA LAS VEGAS LEGAL ADVISORS
IOLTA TRUST ACCOUNT
2050 TROON DR
HENDERSON NV 89074-0668

=====

BUSINESS NOW ACCOUNT [REDACTED] 217

=====

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			11/30/20	2.84
BALANCE THIS STATEMENT			12/31/20	2.84
TOTAL CREDITS (0)	.00	MINIMUM BALANCE		2.84
TOTAL DEBITS (0)	.00			
INTEREST PAID 2020	35.20			

- END OF STATEMENT -



FIRST SAVINGS BANK
5800 S WESTERN AVE
SIOUX FALLS, SD 57108

006 00030 01
ACCOUNT: [REDACTED]

PAGE: 1
11/30/2020

TELEPHONE: 702-990-5900

10555 1 AB 0.419

010655



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DBA LAS VEGAS LEGAL ADVISORS
IOLTA TRUST ACCOUNT
2050 TROON DR
HENDERSON NV 89074-0668

=====

BUSINESS NOW ACCOUNT [REDACTED] 217

=====

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			10/30/20	5.80
MISCELLANEOUS DEBIT	2.96		11/17/20	2.84
BALANCE THIS STATEMENT			11/30/20	2.84
TOTAL CREDITS (0)	.00	MINIMUM BALANCE		2.84
TOTAL DEBITS (1)	2.96			
INTEREST PAID 2020	35.20			

- END OF STATEMENT -

DEBIT	MEMO	RECEIVED	RECEIVED (ON FILE)
ACCOUNT NAME <i>Hera Armenian</i>	DATE <i>11-18-2020</i>		
DESCRIPTION <i>Take Forecast Oct</i>			
AMOUNT <i>072 31597855000</i>			
PROJECT NUMBER	03-7		
			<i>2.96</i>

DDA Debits - 0 - \$2.96



FIRST SAVINGS BANK
5800 S WESTERN AVE
SIOUX FALLS, SD 57108

006 00030 01
ACCOUNT:

PAGE: 1
10/30/2020

TELEPHONE: 702-990-5900

10870 1 AB 0.419

010970



HERA ARMENIAN, LTD
DBA LAS VEGAS LEGAL ADVISORS
IOLTA TRUST ACCOUNT
2050 TROON DR
HENDERSON NV 89074-0668

Beginning 07-01-2020, Regulation CC is being updated to increase the amount we make available for withdrawal by checks not subject to next day availability to \$225. In addition, the amount available for withdrawal on exceptions holds for large deposits, repeat overdrafts and new account holds is increasing to \$5,525. Regulation CC applies only to checking accounts. Savings and Money Market accounts are excluded from this rule.

BUSINESS NOW ACCOUNT 217

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			09/30/20	8.76
MISCELLANEOUS DEBIT	2.96		10/15/20	5.80
BALANCE THIS STATEMENT			10/30/20	5.80
TOTAL CREDITS (0)	.00	MINIMUM BALANCE		5.80
TOTAL DEBITS (1)	2.96			
INTEREST PAID 2020	35.20			

- END OF STATEMENT -

COEBIT		MEMORANDUM	MEMORANDUM
ACCOUNT NO. <i>Hera Armenian</i>		MEMORANDUM BR. 90	
DATE <i>10.15.20</i>		DATE	
DESCRIPTION <i>Initial Transfer</i>		FOLIO	
CREDIT AMOUNT <i>2,967.9</i>		DEBIT	
CREDIT TOTAL <i>2,967.9</i>		DEBIT TOTAL	
CREDIT BALANCE		DEBIT BALANCE	

DDA Debits - 0 - \$2.96



FIRST SAVINGS BANK
5800 S WESTERN AVE
SIOUX FALLS, SD 57108

006 00030 01
ACCOUNT:

PAGE: 1
09/30/2020

TELEPHONE: 702-990-5900

13941 1 AB 0.419

014041

HERA ARMENIAN, LTD
DBA LAS VEGAS LEGAL ADVISORS
IOLTA TRUST ACCOUNT
2050 TROON DR
HENDERSON NV 89074-0668

Beginning 07-01-2020, Regulation CC is being updated to increase the amount we make available for withdrawal by checks not subject to next day availability to \$225. In addition, the amount available for withdrawal on exceptions holds for large deposits, repeat overdrafts and new account holds is increasing to \$5,525. Regulation CC applies only to checking accounts. Savings and Money Market accounts are excluded from this rule.

BUSINESS NOW ACCOUNT

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			08/31/20	8,481.71
MISCELLANEOUS DEBIT	5.91		09/02/20	8,475.80
DEPOSIT		10,000.00	09/09/20	18,475.80
PC EXPRESS TRANSFER TO N.O.W. 363004837 ON 9/11/20 AT 17:56 one time transf	18,470.00		09/14/20	5.80
CHECK	2,982.20		09/24/20	2,976.40-
RETURNED CHECK# 00, NOT SUFFICIENT FUNDS		2,982.20	09/25/20	5.80
INTEREST		2.96	09/30/20	8.76
BALANCE THIS STATEMENT			09/30/20	8.76
TOTAL CREDITS (3)	12,985.16	MINIMUM BALANCE		2,976.40-
TOTAL DEBITS (3)	21,458.11			
INTEREST THIS STATEMENT	2.96			

YOUR CHECKS SEQUENCED

DATE...CHECK #.....AMOUNT	DATE...CHECK #.....AMOUNT	DATE...CHECK #.....AMOUNT
09/24	2,982.20	

- END OF STATEMENT -

\$10,000.00 - 9/9/2020

DDA Debits - 0 - \$5.91

DDA Debits - 0 - \$2,982.20



FIRST SAVINGS BANK
5800 S WESTERN AVE
SIOUX FALLS, SD 57108

006 00030 01
ACCOUNT: [REDACTED]

PAGE: 1
08/31/2020

TELEPHONE: 702-990-5900

10071 1 AB 0.419

010171

HERA ARMENIAN, LTD
DBA LAS VEGAS LEGAL ADVISORS
IOLTA TRUST ACCOUNT
2050 TROON DR
HENDERSON NV 89074-0668

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BUSINESS NOW ACCOUNT [REDACTED] 217

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			07/31/20	27,026.83
CHECK	11,655.00		08/03/20	15,371.83
CHECK	1,088.75		08/05/20	14,283.08
CHECK	3,614.65		08/05/20	10,668.43
MISCELLANEOUS DEBIT	7.63		08/06/20	10,660.80
CHECK	1,625.00		08/07/20	9,035.80
CHECK	560.00		08/10/20	8,475.80
INTEREST		5.91	08/31/20	8,481.71
BALANCE THIS STATEMENT			08/31/20	8,481.71
TOTAL CREDITS (1)		5.91	MINIMUM BALANCE	8,475.80
TOTAL DEBITS (6)	18,551.03			
INTEREST THIS STATEMENT	5.91			

YOUR CHECKS SEQUENCED

DATE...CHECK #	AMOUNT	DATE...CHECK #	AMOUNT	DATE...CHECK #	AMOUNT
08/03 *	11,655.00	08/05 *	3,614.65	08/10 *	560.00
08/05 *	1,088.75	08/07 *	1,625.00		

(*) INDICATES A GAP IN CHECK NUMBER SEQUENCE

- END OF STATEMENT -

NAME LAST, FIRST, MIDDLE, ADDRESS		DATE
[REDACTED]		7/20/2020
TO: HERA ARMENIAN		\$ 11,655.00
eleven thousand six hundred & fifty five dollars & no/100		
FROM: [REDACTED]		
FOR: [REDACTED]		

DDA Debits - 0 - \$11,655.00

NAME LAST, FIRST, MIDDLE, ADDRESS		DATE
[REDACTED]		7/20/2020
TO: Sutter's Nevada Medical Group		\$ 1,088.75
one thousand & eighty eight dollars & seventy five cents & no/100		
FROM: [REDACTED]		
FOR: [REDACTED]		

DDA Debits - 0 - \$1,088.75

NAME LAST, FIRST, MIDDLE, ADDRESS		DATE
[REDACTED]		7/20/2020
TO: [REDACTED]		\$ 3,614.65
FROM: [REDACTED]		
FOR: [REDACTED]		

DDA Debits - 0 - \$3,614.65

DEBIT	TO: HERA ARMENIAN	RENDERED ON
	7/20/2020	\$ 7.63
	FOR: [REDACTED]	
	FROM: [REDACTED]	

DDA Debits - 0 - \$7.63

NAME LAST, FIRST, MIDDLE, ADDRESS		DATE
[REDACTED]		7/20/2020
TO: Desert Institute of Home Care		\$ 1,625.00
one thousand six hundred & twenty five dollars & no/100		
FROM: [REDACTED]		
FOR: [REDACTED]		

DDA Debits - 0 - \$1,625.00

NAME LAST, FIRST, MIDDLE, ADDRESS		DATE
[REDACTED]		7/20/2020
TO: International Pan & Spice Institute		\$ 560.00
five hundred and sixty dollars & no/100		
FROM: [REDACTED]		
FOR: [REDACTED]		

DDA Debits - 0 - \$560.00



FIRST SAVINGS BANK
5800 S WESTERN AVE
SIOUX FALLS, SD 57108

006 00030 01
ACCOUNT: [REDACTED]

PAGE: 1
07/31/2020

TELEPHONE: 702-990-5900

10395 1 AB 0.419

010495



HERA ARMENIAN, LTD
DBA LAS VEGAS LEGAL ADVISORS
IOLTA TRUST ACCOUNT
2050 TROON DR
HENDERSON NV 89074-0668

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BUSINESS NOW ACCOUNT [REDACTED] 217

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			06/30/20	5,496.65
MISCELLANEOUS DEBIT	3.25		07/17/20	5,493.40
DEPOSIT		35,000.00	07/24/20	40,493.40
CHECK	13,474.40		07/30/20	27,019.00
INTEREST		7.83	07/31/20	27,026.83
BALANCE THIS STATEMENT			07/31/20	27,026.83
TOTAL CREDITS (2)	35,007.83	MINIMUM BALANCE		5,493.40
TOTAL DEBITS (2)	13,477.65			
INTEREST THIS STATEMENT	7.83			

YOUR CHECKS SEQUENCED

DATE...CHECK #.....AMOUNT	DATE...CHECK #.....AMOUNT	DATE...CHECK #.....AMOUNT
07/30	13,474.40	

- END OF STATEMENT -

\$35,000.00 - 7/24/2020

DDA Debits - 0 - \$3.25

DDA Debits - 0 - \$13,474.40



FIRST SAVINGS BANK
5800 S WESTERN AVE
SIOUX FALLS, SD 57108

006 00030 01
ACCOUNT:

PAGE: 1
06/30/2020

TELEPHONE: 702-990-5900

14275 1 AB 0.419

014375



HERA ARMENIAN, LTD
DBA LAS VEGAS LEGAL ADVISORS
IOLTA TRUST ACCOUNT
2050 TROON DR
HENDERSON NV 89074-0668

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BUSINESS NOW ACCOUNT

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			05/29/20	5,496.35
MISCELLANEOUS DEBIT	2.95		06/11/20	5,493.40
INTEREST		3.25	06/30/20	5,496.65
BALANCE THIS STATEMENT			06/30/20	5,496.65
TOTAL CREDITS (1)	3.25	MINIMUM BALANCE		5,493.40
TOTAL DEBITS (1)	2.95			
INTEREST THIS STATEMENT	3.25			

- END OF STATEMENT -

DEBIT		HENDERSON BROS	
ACCOUNT NAME	HERA ARMENIAN	DATE	Jan 11 20
DESCRIPTION	1011111111111111		
AMOUNT	0.97		2.95

DDA Debits - 0 - \$2.95



FIRST SAVINGS BANK
5800 S WESTERN AVE
SIOUX FALLS, SD 57108

006 00030 01
ACCOUNT: [REDACTED]

PAGE: 1
05/29/2020

TELEPHONE: 702-990-5900

10113 1 AB 0.419

010213



HERA ARMENIAN, LTD
DBA LAS VEGAS LEGAL ADVISORS
IOLTA TRUST ACCOUNT
2050 TROON DR
HENDERSON NV 89074-0668

=====

BUSINESS NOW ACCOUNT [REDACTED] 217

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DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			04/30/20	5,496.45
MISCELLANEOUS DEBIT	3.05		05/14/20	5,493.40
INTEREST		2.95	05/29/20	5,496.35
BALANCE THIS STATEMENT			05/29/20	5,496.35
TOTAL CREDITS (1)	2.95	MINIMUM BALANCE		5,493.40
TOTAL DEBITS (1)	3.05			
INTEREST THIS STATEMENT	2.95			

- END OF STATEMENT -

DEBIT		RECEIVED ON 01/27	
TO	FROM	DATE	AMOUNT
HERA ARMENIAN	DDA DEBIT	01/27	3.05
TOTAL DEBIT			3.05

DDA Debits - 0 - \$3.05



FIRST SAVINGS BANK
5800 S WESTERN AVE
SIOUX FALLS, SD 57108

006 00030 01
ACCOUNT:

PAGE: 1
04/30/2020

TELEPHONE: 702-990-5900

10494 1 AB 0.419

010594



HERA ARMENIAN, LTD
DBA LAS VEGAS LEGAL ADVISORS
IOLTA TRUST ACCOUNT
2050 TROON DR
HENDERSON NV 89074-0668

BUSINESS NOW ACCOUNT

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			03/31/20	5,496.65
MISCELLANEOUS DEBIT	3.25		04/07/20	5,493.40
INTEREST		3.05	04/30/20	5,496.45
BALANCE THIS STATEMENT			04/30/20	5,496.45
TOTAL CREDITS (1)	3.05	MINIMUM BALANCE		5,493.40
TOTAL DEBITS (1)	3.25			
INTEREST THIS STATEMENT	3.05			

- END OF STATEMENT -

DEBIT		HUNDREDS OF \$	
ACCOUNT NAME <u>Hera Armenian</u>		DATE <u>4-7-2020</u>	
DESCRIPTION <u>FOR INTEREST</u>		AMOUNT	
ACCOUNT NO. <u>015024</u>		AMOUNT	
[REDACTED]		037	
[REDACTED]		8.25	
⑆5900⑉00014			

DDA Debits - 0 - \$3.25



FIRST SAVINGS BANK
5800 S WESTERN AVE
SIOUX FALLS, SD 57108

006 00030 01
ACCOUNT:

PAGE: 1
12/31/2020

TELEPHONE: 702-990-5900

15645 1 AB 0.419

015745



HERA ARMENIAN, LTD
DBA LAS VEGAS LEGAL ADVISORS
2050 TROON DR
HENDERSON NV 89074-0668

SM BUSINESS CHECKING ACCOUNT 495

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			11/30/20	48,881.35
CHECK	35.00		12/01/20	48,846.35
CHECK	2,982.20		12/01/20	45,864.15
BALANCE THIS STATEMENT			12/31/20	45,864.15
TOTAL CREDITS (0)	.00	MINIMUM BALANCE		45,864.15
TOTAL DEBITS (2)	3,017.20			

YOUR CHECKS SEQUENCED

DATE...CHECK #.....AMOUNT	DATE...CHECK #.....AMOUNT	DATE...CHECK #.....AMOUNT
12/01 * 35.00	12/01 2,982.20	

(*) INDICATES A GAP IN CHECK NUMBER SEQUENCE

- END OF STATEMENT -



FIRST SAVINGS BANK
5800 S WESTERN AVE
SIOUX FALLS, SD 57108

006 00030 01
ACCOUNT:

PAGE: 1
11/30/2020

TELEPHONE: 702-990-5900

10557 1 AB 0.419

010657



HERA ARMENIAN, LTD
DBA LAS VEGAS LEGAL ADVISORS
2050 TROON DR
HENDERSON NV 89074-0668

=====

SM BUSINESS CHECKING ACCOUNT 8 [REDACTED] 495

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DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			10/30/20	48,881.35
BALANCE THIS STATEMENT			11/30/20	48,881.35
TOTAL CREDITS (0)	.00	MINIMUM BALANCE		48,881.35
TOTAL DEBITS (0)	.00			

- END OF STATEMENT -



FIRST SAVINGS BANK
5800 S WESTERN AVE
SIOUX FALLS, SD 57108

006 00030 01
ACCOUNT:

PAGE: 1
10/30/2020

TELEPHONE: 702-990-5900

10877 1 AB 0.419

010977

HERA ARMENIAN, LTD
DBA LAS VEGAS LEGAL ADVISORS
2050 TROON DR
HENDERSON NV 89074-0668

Beginning 07-01-2020, Regulation CC is being updated to increase the amount we make available for withdrawal by checks not subject to next day availability to \$225. In addition, the amount available for withdrawal on exceptions holds for large deposits, repeat overdrafts and new account holds is increasing to \$5,525. Regulation CC applies only to checking accounts. Savings and Money Market accounts are excluded from this rule.

SM BUSINESS CHECKING ACCOUNT

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			09/30/20	48,934.69
CHECK	53.34		10/21/20	48,881.35
BALANCE THIS STATEMENT			10/30/20	48,881.35
TOTAL CREDITS (0)	.00	MINIMUM BALANCE		48,881.35
TOTAL DEBITS (1)	53.34			

YOUR CHECKS SEQUENCED

DATE...CHECK #	AMOUNT	DATE...CHECK #	AMOUNT	DATE...CHECK #	AMOUNT
10/21	53.34				

- END OF STATEMENT -

HERA ARMENIAN LTD	
DATE	01/19/2012
MEMO Sage bank Lawyer	
Fifty three dollars & sixty four cents	
DOLLARS & CENTS	
[REDACTED]	
[REDACTED]	

DDA Debits - 0 - \$53.34



FIRST SAVINGS BANK
5800 S WESTERN AVE
SIOUX FALLS, SD 57108

006 00030 01
ACCOUNT:

PAGE: 1
09/30/2020

TELEPHONE: 702-990-5900

13947 1 AB 0.419

014047

HERA ARMENIAN, LTD
DBA LAS VEGAS LEGAL ADVISORS
2050 TROON DR
HENDERSON NV 89074-0668

Beginning 07-01-2020, Regulation CC is being updated to increase the amount we make available for withdrawal by checks not subject to next day availability to \$225. In addition, the amount available for withdrawal on exceptions holds for large deposits, repeat overdrafts and new account holds is increasing to \$5,525. Regulation CC applies only to checking accounts. Savings and Money Market accounts are excluded from this rule.

SM BUSINESS CHECKING ACCOUNT

495

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			08/31/20	48,934.69
BALANCE THIS STATEMENT			09/30/20	48,934.69
TOTAL CREDITS (0)	.00	MINIMUM BALANCE		48,934.69
TOTAL DEBITS (0)	.00			

- END OF STATEMENT -



FIRST SAVINGS BANK
5800 S WESTERN AVE
SIOUX FALLS, SD 57108

006 00030 01
ACCOUNT:

PAGE: 1
08/31/2020

TELEPHONE: 702-990-5900

10072 1 AB 0.419

010172

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DBA LAS VEGAS LEGAL ADVISORS
2050 TROON DR
HENDERSON NV 89074-0668

Beginning 07-01-2020, Regulation CC is being updated to increase the amount we make available for withdrawal by checks not subject to next day availability to \$225. In addition, the amount available for withdrawal on exceptions holds for large deposits, repeat overdrafts and new account holds is increasing to \$5,525. Regulation CC applies only to checking accounts. Savings and Money Market accounts are excluded from this rule.

SM BUSINESS CHECKING ACCOUNT

495

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			07/31/20	48,934.69
BALANCE THIS STATEMENT			08/31/20	48,934.69
TOTAL CREDITS (0)	.00	MINIMUM BALANCE		48,934.69
TOTAL DEBITS (0)	.00			

- END OF STATEMENT -



FIRST SAVINGS BANK
5800 S WESTERN AVE
SIOUX FALLS, SD 57108

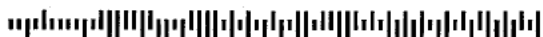
006 00030 01
ACCOUNT:

PAGE: 1
07/31/2020

TELEPHONE: 702-990-5900

10387 1 AB 0.419

010487



HERA ARMENIAN, LTD
DBA LAS VEGAS LEGAL ADVISORS
2050 TROON DR
HENDERSON NV 89074-0668

Beginning 07-01-2020, Regulation CC is being updated to increase the amount we make available for withdrawal by checks not subject to next day availability to \$225. In addition, the amount available for withdrawal on exceptions holds for large deposits, repeat overdrafts and new account holds is increasing to \$5,525. Regulation CC applies only to checking accounts. Savings and Money Market accounts are excluded from this rule.

SM BUSINESS CHECKING ACCOUNT

495

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			06/30/20	48,934.69
BALANCE THIS STATEMENT			07/31/20	48,934.69
TOTAL CREDITS (0)	.00	MINIMUM BALANCE		48,934.69
TOTAL DEBITS (0)	.00			

- END OF STATEMENT -



FIRST SAVINGS BANK
5800 S WESTERN AVE
SIOUX FALLS, SD 57108

006 00030 01
ACCOUNT:

PAGE: 1
495 06/30/2020

TELEPHONE: 702-990-5900

14273 1 AB 0.419

014373

HERA ARMENIAN, LTD
DBA LAS VEGAS LEGAL ADVISORS
2050 TROON DR
HENDERSON NV 89074-0668

Beginning 07-01-2020, Regulation CC is being updated to increase the amount we make available for withdrawal by checks not subject to next day availability to \$225. In addition, the amount available for withdrawal on exceptions holds for large deposits, repeat overdrafts and new account holds is increasing to \$5,525. Regulation CC applies only to checking accounts. Savings and Money Market accounts are excluded from this rule.

SM BUSINESS CHECKING ACCOUNT 495

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			05/29/20	48,934.69
BALANCE THIS STATEMENT			06/30/20	48,934.69
TOTAL CREDITS (0)	.00	MINIMUM BALANCE		48,934.69
TOTAL DEBITS (0)	.00			

- END OF STATEMENT -



FIRST SAVINGS BANK
5800 S WESTERN AVE
SIOUX FALLS, SD 57108

006 00030 01
ACCOUNT:

PAGE: 1
05/29/2020

TELEPHONE: 702-990-5900

10117 1 AB 0.419

010217



HERA ARMENIAN, LTD
DBA LAS VEGAS LEGAL ADVISORS
2050 TROON DR
HENDERSON NV 89074-0668

=====

SM BUSINESS CHECKING ACCOUNT [REDACTED] 495

=====

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			04/30/20	48,934.69
BALANCE THIS STATEMENT			05/29/20	48,934.69
TOTAL CREDITS (0)	.00	MINIMUM BALANCE		48,934.69
TOTAL DEBITS (0)	.00			

- END OF STATEMENT -



FIRST SAVINGS BANK
5800 S WESTERN AVE
SIOUX FALLS, SD 57108

006 00030 01
ACCOUNT:

PAGE: 1
04/30/2020

TELEPHONE: 702-990-5900

10498 1 AB 0.419

010598



HERA ARMENIAN, LTD
DBA LAS VEGAS LEGAL ADVISORS
2050 TROON DR
HENDERSON NV 89074-0668

=====

SM BUSINESS CHECKING ACCOUNT [REDACTED] 95

=====

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			03/31/20	48,934.69
BALANCE THIS STATEMENT			04/30/20	48,934.69
TOTAL CREDITS (0)	.00	MINIMUM BALANCE		48,934.69
TOTAL DEBITS (0)	.00			

- END OF STATEMENT -

Date:	Debit:	Credit:	Balance:	Description:	Payor/Payee:	Client:
3/31/30			\$5,496.65			
4/7/20	\$3.25		\$5,493.40	Interest Out (Misc Debit)		
4/30/20		\$3.05	\$5,496.45	Interest In		
5/14/20	\$3.05		\$5,493.40	Interest Out		
5/29/20		\$2.95	\$5,496.35	Interest In		
6/11/20	\$2.95		\$5,493.40	Interest Out		
6/30/20		\$3.25	\$5,496.65	Interest In		
7/17/20	\$3.25		\$5,493.40	Interest Out		
7/24/20		\$35,000.00	\$40,493.40	Settlement from USAA		
7/30/20	\$13,474.40		\$27,019.00	Check to Adroushan Armenian		
7/31/20		\$7.83	\$27,026.83	Interest In		
8/3/20	\$11,655.00		\$15,371.83	Check - Hera Armenian, atty fees (A. Armenian)		
8/5/20	\$1,088.75		\$14,283.08	Check - Southern Nv. Medical Group		
8/5/20	\$3,614.65		\$10,668.43	Check - SM Imaging LLC		
8/6/20	\$7.63		\$10,660.80	Interest Out (Misc Debit)		
8/7/20	\$1,625.00		\$9,035.80	Check - Desert Institue of Spine Care		
8/10/20	\$560.00		\$8,475.80	Check - Int'l Pain & Spine Inst.		
8/31/20		\$5.91	\$8,481.71	Interest In		
9/2/20	\$5.91		\$8,475.80	Interest Out		
9/9/20		\$10,000.00	\$18,475.80	Deposit - Settlement funds (Franklin Elem -\$ 7,500 + \$2,500)		
9/11/20	\$18,470.00		\$5.80	Earned fees transferred to personal account.		
9/24/20	\$2,982.20		(\$2,976.40)	Check - Cole Rehab		
9/25/20		\$2,982.20	\$5.80	Returned Check	Repaid out of Operating acct. on 10/5/20	
9/30/20		\$2.96	\$8.76	Interest In		
10/15/20	\$2.96		\$5.80	Interest Out		
11/17/20	\$2.96		\$2.84	Interest In		
12/31/20			\$2.84	Balance remaining		