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MAY 19 2017

STATE BAR OF NEVADA

STATE BAR OF NEVADA
BY: *Leanne E. Quintero*
OFFICE OF BAR COUNSEL

SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA,

Complainant,

vs.

KELLY HUANG, ESQ.,

Nevada Bar No. 10372,
Respondent

LETTER OF REPRIMAND

TO: Kelly Huang, Esq.:

SG16-0496 / Brandon Wright

Your client retained you to represent him shortly after a July 5, 2013, vehicle accident in which he was injured by a drunk driver. Following the accident, your client incurred over \$50,000 in medical bills, approximately \$48,000 of which was owed to UMC.

You counseled Wright on the length of time that the criminal case might take to conclude, and advised Wright to contact a Victim Advocate. You assisted as well with obtaining and providing prosecutors copies of pertinent medical records and bills which were beneficial in the DUI proceedings.

Farmers offered to your office the policy limits of \$15,000.00. This offer was conveyed to Wright who did not accept or decline the offer at that time. Wright was adamant that he wanted to wait to see what the outcome of the DUI prosecution was. The DUI case went on for an extended period of time. Shortly before the Statute of Limitations expired, Wright finally agreed to accept the settlement, and signed a

1 settlement release on July 2, 2015. The criminal case for the at-fault driver did not
2 conclude until February 2016.

3 In his April 21, 2016, grievance to the State Bar, Wright complained that his liens
4 were not negotiated down so that they could be paid from his settlement. You advised
5 that in this instance negotiating those liens would have been premature as there was no
6 settlement and that Wright had mentioned his intent to possibly file bankruptcy and
7 include the bills related to the liens thereby eliminating those debts altogether.

8 You stated that Farmers never released the \$15,000 settlement check to your
9 office after the settlement agreement was signed as there was a conflict over UMC's lien.
10 You and your office communicated numerous times with UMC with the last
11 communications occurring after the case was settled with a signed Release. UMC was
12 still asserting a lien for the full amount of their charges. This was discussed with Wright.

13 Thereafter, UMC revealed to Wright in a printed bill that they had a zero balance
14 as Victim's of Crime Program made a payment. That payment was not in full but
15 according to the bill, UMC accepted the payment and then stated the balance was
16 thereafter zero. You asked Wright for the bill that he received which was contrary to both
17 what was sent and stated to your office by UMC. That bill showing zero balance was then
18 forwarded to Farmers so that the settlement check could be issued. In addition you called
19 UMC and was advised that the lien was paid off and satisfied. This was also relayed by
20 you to Farmers. However, Farmers called and was told that UMC still had a lien and
21 there was no indication that the balance was zero such as stated in writing to Wright.

22 You took issue with UMC still claiming a lien on the settlement proceeds held by
23 Farmers given UMC's receipt of a payment from Victim's of Crime Program. You also
24 advised that pursuant to NRS 217.245, a provider who cashes a check from the VOCP
25 accepts the payment as payment in full, and cannot bill a victim any more for the service.

1 Further, attempting to collect additional compensation from the victim is a criminal
2 offense under NRS 217.270. You spoke to a VOCP representative, and they confirmed
3 this fact. This information is also posted on the VOCP website.

4 You stated that you tried to get Wright to understand that UMC should not be
5 collecting additional funds from him, but instead Wright discharged your office from
6 further representation on February 10, 2016. You also considered filing an interpleader
7 to address the VOCP payment to UMC before discharge in part to dispute the need for
8 additional compensation to UMC beyond the VOCP payment.

9 After your client discharged you, he advised you that he did not want to pay your
10 office, and if you asserted a lien he would go to the State Bar. After your client filed his
11 grievance, he sent an email to you stating that if your attorney's lien was withdrawn, he
12 would withdraw his grievance. Your client did call the office on June 3, 2016, to ask to
13 withdraw his grievance, but was advised that as the matter was already open, it could not
14 be withdrawn.

15 Wright later wished for you to re-enter the case to represent him further such as to
16 resolve the liens. You were advised that potentially that would be a conflict given the
17 initiation of the Complaint by Wright.

18 You did not address the attorney's lien in the original response (as you were
19 considering waiving the lien). You provided a copy of a July 1, 2016 letter that was sent
20 to Farmers, but without verification that it was provided to Wright in writing which given
21 the specific underlying facts should be done under NRS 18.015. Wright did however
22 refuse to accept the hand-delivery of the lien such as when he appeared in your office.

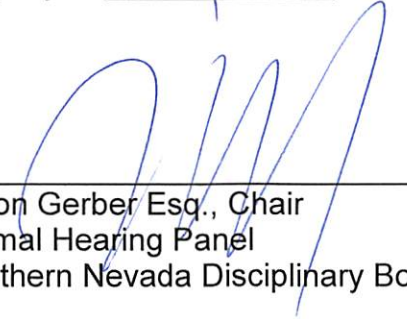
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1 As such, you violated Rule of Professional Conduct 1.16 (Declining or Terminating
2 Representation) and are hereby **REPRIMANDED**.

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4 DATED this 19 day of May, 2017.

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7 _____
8 Jason Gerber Esq., Chair
9 Formal Hearing Panel
10 Southern Nevada Disciplinary Board
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