

1 Case Number: SG13-0347



FILED

JUN 12 2015

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

6 STATE BAR OF NEVADA

7 NORTHERN NEVADA DISCIPLINARY BOARD

8 STATE BAR OF NEVADA,)

9 Complainant,)

10 vs.)

11 JOSEPH REIFF, ESQ.,)
STATE BAR NO. 6469,)

12 Respondent.)

PUBLIC REPRIMAND

13 _____)
14 TO: JOSEPH REIFF, ESQ.
15 Cal J. Potter, III, Esq.,
16 Attorney for Respondent
17 Potter Law Offices
1125 Shadow Lane
Las Vegas, NV 89102

18 This Public Reprimand is issued to you pursuant to the Stipulated Facts In Support
19 of Formal Hearing filed in this matter by the State Bar and you on April 10, 2015, and
20 which was admitted at the Formal Hearing of this matter against you and adopted and
21 incorporated by reference in the Findings of Fact, Conclusions of Law and Decision
22 imposing discipline on you in this matter (as if they were more fully set forth therein), and
23 by which you admitted to the following facts:

- 24 1. You represented Paolo Davinci in a personal injury matter.

1 2. Dr. Enrico Fazzini provided Davinci medical treatment on a lien basis for
2 injuries sustained by Davinci related to the matter for which you represented
3 Davinci.

4 3. On or about October 2010, Davinci settled his claim. In the interest of
5 clarity, you did not "settle" the claim; rather, Davinci authorized the settlement.

6 4. On or about October 27, 2010, you deposited a settlement check, in the
7 amount of \$25,000, from State Farm Insurance into your trust account at Nevada
8 State Bank on behalf of Davinci.

9 5. You endeavored to negotiate a reduction of Dr. Fazzini's lien on behalf of
10 Davinci.

11 6. Dr. Fazzini agreed to reduce his lien to \$2,564.00.

12 7. On December 11, 2010, you prepared a Personal Injury Disbursement
13 Statement for Davinci.

14 8. According to your Personal Injury Disbursement Statement, you withheld
15 \$2,564.00 to pay Dr. Fazzini, \$2,649.50 to pay Kelly Hawkins, PT, \$600.00 to pay
16 Dr. Holper, and \$1,309.00 to pay Raxo Drugs.

17 9. On July 20, 2011, you paid Raxo Drugs \$1,309.00 in full and final payment
18 of its lien in the Davinci matter.

19 10. You requested Dr. Fazzini allow you to pay Davinci's lien in monthly
20 installments.

21 11. Dr. Fazzini agreed to accept monthly installments.

22 12. You made a payment to Dr. Fazzini of \$400 on November 26, 2012.

23 13. On May 24, 2013, you provided Dr. Fazzini a check in the amount of
24 \$2,164.31.

- 1 14. On May 25, 2013, you sent Dr. Fazzini \$1,100 in the form of a money order.
- 2 15. Dr. Holper's lien was paid in the amount of \$625 and Kelly Hawkins, PT,
- 3 was paid \$2,649.50, and you provided copies of those checks to the State Bar.
- 4 16. On December 22, 2010, your trust account closed with a balance of
- 5 \$3,396.50.
- 6 17. On December 22, 2010, you had not yet disbursed \$7,122.50 of Davinci's
- 7 settlement that you had withheld to pay Davinci's lienholders.
- 8 18. The balance in your trust account closed with a daily balance below
- 9 \$7,122.50 from December 22, 2010, until January 10, 2011, when a deposit was
- 10 made into the account.
- 11 19. Between April 19 and May 23, 2013, before you paid \$5,413.50 to Davinci's
- 12 lienholders, your trust account closed with a daily balance of \$734.39.
- 13 20. With the exception of Raxo Drugs, it does not appear that any of Davinci's
- 14 lienholders were paid from funds that had been kept safely in your trust account on
- 15 behalf of Davinci.
- 16 21. The State Bar also found discrepancies in your trust account as it related to
- 17 other clients.
- 18 22. On or about July 26, 2010, you deposited a check for \$15,000 from Geico
- 19 Insurance on behalf of your client Chaz Connor ("Connor").
- 20 23. At the time that your trust account became overdrawn, a check issued to
- 21 Las Vegas Pharmacy on December 13, 2010 for \$166.20 on behalf of Connor had
- 22 not been presented for payment.
- 23 24. The check issued to Las Vegas Pharmacy on behalf of Connor was not
- 24 presented for payment until December 21, 2010.

1 25. The funds became available to pay Las Vegas Pharmacy only after you
2 deposited funds into the account on behalf of other clients.

3 26. On or about September 13, 2010, you deposited a check for \$5,000 from
4 AAA Insurance on behalf of your client Rogelyn Olfino("Olfino").

5 27. On September 17, 2010, your trust account closed with a balance of
6 \$85.35, and on September 29, 2010, your trust account closed with a balance of
7 \$31.35.

8 28. At the time that your trust account balance fell to \$85.35 and \$31.35,
9 respectively, you had not issued a check to Olfino for \$2,920 to disburse her
10 portion of the settlement.

11 29. You did not issue a check to Olfino until December 20, 2010.

12 30. The funds became available to pay Olfino only after you deposited funds
13 into the account on behalf of other clients.

14 31. On or about October 1, 2010, you deposited a check for \$13,400 from
15 American Family Insurance on behalf of your client Thomas Resnick ("Resnick").

16 32. On October 25, 2010, your trust account closed with a balance of
17 \$1,645.35.

18 33. At the time that your trust account balance fell to \$1,645.35, you had not
19 issued a check to Dr. Steven Holper on behalf of Resnick for \$2,500.

20 34. You issued the check to Dr. Holper on November 1, 2010, but it was not
21 presented for payment until December 6, 2010.

22 35. The funds became available to pay Dr. Holper only after you deposited
23 funds into the account on behalf of other clients.

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1 36. In explanation of the discrepancies in your trust account, you stated that
2 you were a solo practitioner practicing primarily in criminal law, but also practicing
3 in the field of personal injury.

4 37. You stated "professional compliance with the myriad of immediate demands
5 an extensive criminal clientele dictates will cause me to strain to ensure that civil
6 folders are processed according to the rules of my profession."

7 38. In a letter dated November 19, 2013, the State Bar specifically asked you to
8 explain whose funds were used to pay your clients' accounts as referenced herein.

9 39. In response, you stated "my response to the question is neither smug nor
10 sarcastic. But the question, it seems, with all due respect, offers itself, at least in
11 degree, as of the trick (for lack of a better term) variety. My conclusion is that the
12 answer cannot change and to deny the funds as other than that of the client would
13 be fundamentally errant."

14 In light of your foregoing admissions of fact, you violated Nevada Rules of
15 Professional Conduct 1.3 (Diligence), NRPC 1.15 (Safekeeping of Property), NRPC 8.1
16 (Disciplinary Matters), and RPC 8.4 (Misconduct) and are hereby PUBLICLY
17 REPRIMANDED for the same.

18 DATED this 18th day of May, 2015.

19 By: 
20 Ellen J. Bezan, Esq., NSB 06225
21 Formal Hearing Panel Chair
22 Southern Nevada Disciplinary Board
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