

**BEFORE THE PRESIDING DISCIPLINARY JUDGE  
OF THE SUPREME COURT OF ARIZONA**

IN THE MATTER OF A MEMBER OF  
THE STATE BAR OF ARIZONA,

**BRENT J. KLEINMAN,**  
**Bar No. 028455**

Respondent.

**No. PDJ-2014-9072**

**FINAL JUDGMENT AND ORDER**

[State Bar No. 13-3627]

**FILED SEPTEMBER 29, 2014**

The Presiding Disciplinary Judge of the Supreme Court of Arizona, having reviewed the Agreement for Discipline by Consent filed on August 22, 2014, pursuant to Rule 57(a), Ariz. R. Sup. Ct., hereby accepts the parties' proposed agreement. Accordingly:

**IT IS HEREBY ORDERED** that Respondent, **Mr. Brent J. Kleinman**, is hereby reprimanded effective the date of this Order for his conduct in violation of the Arizona Rules of Professional Conduct, as outlined in the consent documents.

**IT IS FURTHER ORDERED** that Respondent shall be placed on probation for a period of one (1) year. The period of probation shall commence upon entry of this final judgment and order and will conclude the one (1) year from that date.

**IT IS FURTHER ORDERED** that as a term of probation, Respondent shall complete the CLE "Ten Deadly Sins of Conflicts". Respondent shall contact State Bar of Arizona publications at 602-340-7318 to either obtain and listen to the CDs or obtain and view the DVDs entitled "The Ten Deadly Sins of Conflict". Respondent may alternatively go to the State Bar website ([www.myazbar.org](http://www.myazbar.org)) and complete the self-study online version. Respondent shall provide Bar Counsel with evidence of

completion by providing copies of handwritten notes. Respondent shall be responsible for the cost of the CDs, DVDs, or online self-studies.

**IT IS FURTHER ORDERED** that Respondent pay the costs and expenses of the State Bar of Arizona in the amount of \$1,200.00. There are no costs or expenses incurred by the disciplinary clerk and/or Presiding Disciplinary Judge's Office in connection with these disciplinary proceedings.

**DATED** this 29<sup>th</sup> day of September, 2014.

*William J. O'Neil*

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**William J. O'Neil, Presiding Disciplinary  
Judge**

Copies of the foregoing mailed/emailed  
this 29<sup>th</sup> day of September, 2014.

Nicole S. Kasetta  
Staff Bar Counsel  
State Bar of Arizona  
4201 North 24<sup>th</sup> Street, Suite 100  
Phoenix, AZ 85016-6266  
Email: lro@staff.azbar.org

Brent J. Kleinman  
The Kleinman Law Firm PLLC  
20 East Thomas Road Suite 2200  
Phoenix, AZ 85012  
Email: brent@kleinmanlawaz.com

Sandra Montoya  
Lawyer Regulation Records Manager  
State Bar of Arizona  
4201 North 24<sup>th</sup> Street, Suite 100  
Phoenix, Arizona 85016-6266

by: JAlbright

**BEFORE THE PRESIDING DISCIPLINARY JUDGE  
OF THE SUPREME COURT OF ARIZONA**

IN THE MATTER OF A MEMBER  
OF THE STATE BAR OF ARIZONA,

**BRENT J. KLEINMAN,  
Bar No. 028455**

Respondent.

**No. PDJ-2014-9072**

**REPORT ACCEPTING CONSENT  
FOR DISCIPLINE**

[State Bar No. 13-3627]

**FILED SEPTEMBER 29, 2014**

An Agreement for Discipline by Consent ("Agreement") filed on August 22, 2014, was submitted pursuant to Rule 57 of the Rules of the Arizona Supreme Court. No formal complaint has been filed. Upon filing such Agreement, the presiding disciplinary judge, "shall accept, reject or recommend modification of the agreement as appropriate". Prior to filing, notice of the agreement was sent to the Complainant on August 1, 2014 pursuant to Rule 57(b)(3). A written objection was filed by the Complainant on August 5, 2014. The objection is based on a settlement agreement in the underlying civil matter, which the Complainant alleges Mr. Kleinman failed to comply with. However, the PDJ agrees with the parties that such an agreement should not affect these proceedings.

**IT IS ORDERED** incorporating by this reference the Agreement for Discipline by Consent and any supporting documents. The agreed upon sanctions are: Reprimand and one (1) year of probation (continuing legal education). Respondent also agrees to pay costs associated with the disciplinary proceedings of \$1,200.00.

**IT IS ORDERED** the Agreement for Discipline by Consent discipline is accepted. A Final Judgment and Order was submitted simultaneously with the Agreement. Costs as submitted are approved in the amount of \$1,200.00. The proposed final judgment and order having been reviewed are approved as to form. Now therefore, the final judgment and order is signed this date.

DATED this 29<sup>th</sup> day of September, 2014.

*William J. O'Neil*

---

**William J. O'Neil, Presiding Disciplinary Judge**

Copies of the foregoing mailed/emailed this 29<sup>th</sup> day of September, 2014, to:

Nicole S. Kasetta  
Staff Bar Counsel  
State Bar of Arizona  
4201 North 24<sup>th</sup> Street, Suite 100  
Phoenix, AZ 85016-6266  
Email: [lro@staff.azbar.org](mailto:lro@staff.azbar.org)

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20 East Thomas Road Suite 2200  
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by: JAlbright

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OFFICE OF THE  
PRESIDING DISCIPLINARY JUDGE  
SUPREME COURT OF ARIZONA  
AUG 22 2014  
BY ERJ FILED

Brent J. Kleinman, Bar No. 028455  
The Kleinman Law Firm PLLC  
20 East Thomas Road Suite 2200  
Phoenix, Arizona 85012-3110  
Telephone 602-800-5888  
Email: [brent@kleinmanlawaz.com](mailto:brent@kleinmanlawaz.com)  
Respondent

**BEFORE THE PRESIDING DISCIPLINARY JUDGE  
OF THE SUPREME COURT OF ARIZONA**

**IN THE MATTER OF A MEMBER OF THE  
STATE BAR OF ARIZONA,**

**BRENT J. KLEINMAN,  
Bar No. 028455,**

Respondent.

PDJ-2014-9072

**AGREEMENT FOR DISCIPLINE BY  
CONSENT**

State Bar No. 13-3627

The State Bar of Arizona, through undersigned Bar Counsel, and Respondent, Brent J. Kleinman, who has chosen not to seek the assistance of counsel, hereby submit their Tender of Admissions and Agreement for Discipline by Consent, pursuant to Rule 57(a), Ariz. R. Sup. Ct. A Probable Cause Order was entered on July 21, 2014, but no formal complaint has been filed in this matter. Respondent voluntarily waives the right to an adjudicatory hearing, unless otherwise ordered, and waives all motions, defenses, objections or requests which have been made or raised, or could be asserted thereafter, if the conditional admission and proposed form of discipline is approved.

Pursuant to Rule 53(b)(3), Ariz. R. Sup. Ct., notice of this agreement was provided to the Complainant by letter on August 1, 2014. Complainant has been notified of the opportunity to file a written objection to the agreement with the State Bar within five (5) business days of bar counsel's notice. On August 5, 2014, Complainant submitted a written objection. A copy of Complainant's written objection with documentation that he references in his objection is attached as Exhibit "A." In his written objection, Complainant states that he is "disappointed" in this Agreement for Discipline by Consent. Complainant explains that he and Respondent executed a settlement agreement in which Respondent agreed to pay Complainant \$13,500 in exchange for Complainant releasing any claims that he has against Respondent relating to Respondent's misconduct described herein. Complainant further explains that Respondent has not fully complied with this settlement agreement. Complainant was represented by independent counsel when he executed this settlement agreement.

Respondent and the State Bar do not believe that Complainant's objection should affect the agreed upon sanction in this matter because the settlement agreement is a document that should be enforced in either superior court or justice court and because Respondent has provided documentation to the State Bar demonstrating that he is attempting to refinance his home so that he can comply with the settlement agreement. Moreover, Respondent's failure to comply with the settlement agreement does not involve any issue of restitution to Complainant. The settlement agreement does not include the repayment of any fees or funds that Complainant paid Respondent but instead includes a payment by Respondent to

Complainant in exchange for Complainant waiving certain claims against Respondent.

Respondent conditionally admits that his conduct, as set forth below, violated Rule 42, ERs 1.7(a)(2), 1.9, 8.4(d), and 8.1(b), and Rule 54(d), Ariz. R. Sup. Ct. Upon acceptance of this agreement, Respondent agrees to accept imposition of the following discipline: Reprimand and one (1) year of probation to include the Continuing Legal Education course (CLE) "Ten Deadly Sins of Conflict." Respondent also agrees to pay the costs and expenses of the disciplinary proceeding.<sup>1</sup> The State Bar's Statement of Costs and Expenses is attached hereto as Exhibit "B."

## **FACTS**

### **GENERAL ALLEGATIONS**

1. At all times relevant, Respondent was a lawyer licensed to practice law in the state of Arizona having been first admitted to practice in Arizona on March 16, 2011.

#### **COUNT ONE (File No. 13-3627/ Schlesinger)**

2. In 2011, Respondent commenced representation of James and Tammy Carlin, Pearl Sushi Scottsdale, LLC (Pearl), and certain affiliated companies of Pearl.

3. In October of 2012, Respondent negotiated and prepared a promissory note for Pearl after Complainant Scott Schlesinger (Schlesinger) loaned Pearl \$25,000.00.

4. The promissory note provides that Schlesinger loaned Pearl \$25,000.00, that Pearl agreed to repay Schlesinger the amount of \$27,500.00, and

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<sup>1</sup> Respondent understands that the costs and expenses of the disciplinary proceeding include the costs and expenses of the State Bar of Arizona, the Disciplinary Clerk, the Probable Cause Committee, the Presiding Disciplinary Judge and the Supreme Court of Arizona.

that Schlesinger "may choose whether to receive an interest in Pearl . . . , cash or a combination of both as compensation for the Note."

5. Schlesinger loaned Pearl additional funds in January, March, and April of 2013, and Respondent drafted further promissory notes for Pearl relating to these additional loans.

6. Schlesinger was represented by his own counsel when the promissory notes were negotiated and prepared.

7. Despite representing Pearl, on April 15, 2013, Respondent agreed to represent Schlesinger in creating a limited liability company for the purpose of Schlesinger investing in Pearl.

8. Specifically, on April 15, 2013, Respondent and Schlesinger entered a flat fee agreement for \$400.00 for "legal services relating to the creation of an [sic] Limited Liability Company."

9. On the same date, Respondent filed with the Arizona Corporation Commission articles of incorporation for Schlesinger & Co., LLC. The articles of incorporation list the location of the business as Respondent's law firm, Respondent's law firm as the statutory agent, Respondent as the manager of the LLC, and Schlesinger as the sole member of the LLC.

10. Schlesinger conveyed confidential information to Respondent when Respondent created the limited liability company for Schlesinger.

11. The promissory notes that Respondent drafted for Pearl matured but Pearl did not repay Schlesinger. Accordingly, on June 12, 2013, Schlesinger sent an email to James Carlin and copied Respondent on this email. In this email, Schlesinger advised: ". . . it is in everyone's best interest that I gracefully bow out.



. . . I wanted to close the loop with you to make sure that we were in sync as to next steps with respect to the matured Promissory Notes and repay my investment.

. . . As you know, the Note for [\$]42,500.00 matured on January 28, 2013 and the [\$]10,000 note matured on June 3, 2013. The total due at this time for the matured Notes with the interest is [\$]58,000.00. . . . [L]et's agree to have the [\$]58,000.00 paid by . . . July 15, 2013."

12. Pearl did not pay Schlesinger the \$58,000.00 by July 15, 2013.

13. On September 19, 2013, Schlesinger filed a complaint in Maricopa County Superior Court naming as defendants Pearl, and James and Tammy Carlin (Carlins). Schlesinger alleged that the Carlins controlled Pearl and that James Carlin induced him to invest \$50,000.00 in Pearl. Schlesinger pled claims of breach of contract, promissory estoppel, unjust enrichment, and fraud.

14. On October 16, 2013, despite previously representing Schlesinger, Respondent entered an appearance on behalf of Pearl and the Carlins (defendants).

15. Respondent also filed an answer and a counterclaim on behalf of the defendants. The counterclaim alleges that Schlesinger breached the duty of good faith and fair dealing, engaged in fraud, and breached his contract with Pearl by purportedly presenting himself as the primary source of funding for Pearl and then terminating his relationship with Pearl.

16. On October 27, 2013, after Schlesinger's counsel informed Respondent that his representation of Pearl constituted a conflict of interest, Respondent filed a motion to withdraw from his representation of the defendants. In his motion to withdraw, Respondent wrote that the defendants are current clients of his firm that

he began representing in 2011 and that Schlesinger retained him in April of 2013 to create a limited liability company.

17. In his motion to withdraw, Respondent explained the basis for the motion as follows: "The timing of the disputed matters as well as this firm's representation of both parties crossed and as such this firm can no longer ethically represent the Defendants. The conflict is unavoidable and cannot be resolved. Continued representation would result in a violation of the Rules of Professional Conduct."

18. Respondent further explained in his motion to withdraw that ER 1.9 prevents him from representing the defendants and that Schlesinger raised the conflict of interest issue with him.

19. Respondent concluded his motion to withdraw by writing: "Further review by Counsel confirms that information was shared by Plaintiff with Counsel that could potentially be adverse to the Plaintiff's interests. As such, pursuant to ER 1.7(a)(2), representation of the defendants would be limited by this firm's representation."

20. On December 9, 2013, Schlesinger filed a response to Respondent's motion to withdraw and a motion to disqualify. In this response, Schlesinger alleged that he shared confidential information with Respondent, that Respondent's representation of defendants is substantially related to Respondent's prior representation of him, and that he did not consent to Respondent's representation of defendants in this matter.

21. On January 2, 2014, Schlesinger filed a motion for summary disposition of his motion for disqualification.

22. On January 23, 2014, another attorney entered an appearance for the defendants.

23. On January 31, 2014, Schlesinger and the defendants filed a stipulation for entry of judgment, providing for judgment against defendants and in favor of Schlesinger in the principal amount of the promissory notes and for costs and attorney fees. The court entered the requested judgment on February 6, 2014.

24. On March 10, 2014, Respondent and Schlesinger executed a settlement agreement whereby Respondent agreed to pay Schlesingert \$13,500 in exchange for Schlesinger releasing any claims he had against Respondent relating to Respondent's representation of the Carlins and Pearl in the above litigation.

25. In December of 2013, Schlesinger contacted the State Bar of Arizona (State Bar) regarding Respondent.

26. Respondent failed to return intake bar counsel's phone calls.

27. On February 24, 2014, the State Bar sent Respondent a screening letter requesting a response within 20 days. Respondent responded to the screening letter.

28. On April 15, 2014, the State Bar sent Respondent a letter requesting further information and documentation. The State Bar requested that Respondent provide the further information and documentation no later than April 30, 2014.

29. Respondent failed to produce the requested information and documentation by April 30, 2014.

30. On May 2, 2014, the State Bar left Respondent a voicemail message inquiring about his failure to respond.

31. On May 5, 2014, Respondent informed the State Bar that he did not receive a copy of the April 15, 2014 letter. The State Bar emailed Respondent a second copy of the letter and Respondent informed the State Bar that he would respond within two days.

32. Respondent again failed to provide a response.

33. On May 12, 2014, the State Bar sent Respondent an email again inquiring about his response to the April 15, 2014 letter. Respondent failed to respond to this email.

34. On May 19, 2014, the State Bar left Respondent a voicemail message regarding his failure to respond to the April 15, 2014 letter. Respondent failed to return the message.

### **CONDITIONAL ADMISSIONS**

Respondent's admissions are being tendered in exchange for the form of discipline stated below and is submitted freely and voluntarily and not as a result of coercion or intimidation.

Respondent conditionally admits that his conduct violated Rule 42, Ariz. R. Sup. Ct., specifically ERs 1.7(a)(2), 1.9, 8.4(d), and 8.1(b), and Rule 54(d), Ariz. R. Sup. Ct.

### **RESTITUTION**

Restitution is not an issue in this matter. Although Respondent and Schlesinger executed a settlement agreement pursuant to which Respondent agreed to pay Schlesinger \$13,500, this amount does not represent any fees or funds that Schlesinger paid Respondent. Instead, Respondent agreed to pay this amount so

that Schlesinger would release any claims he had against Respondent for engaging in the above discussed misconduct and conflicts of interest.

### **SANCTION**

Respondent and the State Bar of Arizona agree that based on the facts and circumstances of this matter, as set forth above, the following sanction is appropriate: Reprimand and one (1) year of probation to include the CLE "Ten Deadly Sins of Conflict."

### **CLE**

Respondent shall contact State Bar of Arizona publications at 602-340-7318 to either obtain and listen to the CD or obtain and view the DVD entitled "The Ten Deadly Sins of Conflict". Respondent may alternatively go to the State Bar website ([www.myazbar.org](http://www.myazbar.org)) and complete the self-study online version. Respondent shall provide Bar Counsel with evidence of completion of the program by providing copies of handwritten notes. Respondent shall be responsible for the cost of the CD, DVD or online self-study.

### **NON-COMPLIANCE LANGUAGE**

In the event that Respondent fails to comply with any of the above probation terms, and information thereof is received by the State Bar of Arizona, Bar Counsel shall file a notice of noncompliance with the Presiding Disciplinary Judge, pursuant to Rule 60(a)(5), Ariz. R. Sup. Ct. The Presiding Disciplinary Judge may conduct a hearing within thirty (30) days to determine whether a term of probation has been breached and, if so, to recommend an appropriate sanction. If there is an allegation that Respondent failed to comply with the foregoing terms, the burden of proof shall

be on the State Bar of Arizona to prove noncompliance by a preponderance of the evidence.

### **LEGAL GROUNDS IN SUPPORT OF SANCTION**

In determining an appropriate sanction, the parties consulted the American Bar Association's *Standards for Imposing Lawyer Sanctions (Standards)* pursuant to Rule 57(a)(2)(E). The *Standards* are designed to promote consistency in the imposition of sanctions by identifying relevant factors that courts should consider and then applying those factors to situations where lawyers have engaged in various types of misconduct. *Standards* 1.3, Commentary. The *Standards* provide guidance with respect to an appropriate sanction in this matter. *In re Peasley*, 208 Ariz. 27, 33, 35, 90 P.3d 764, 770 (2004); *In re Rivkind*, 162 Ariz. 154, 157, 791 P.2d 1037, 1040 (1990).

In determining an appropriate sanction consideration is given to the duty violated, the lawyer's mental state, the actual or potential injury caused by the misconduct and the existence of aggravating and mitigating factors. *Peasley*, 208 Ariz. at 35, 90 P.3d at 772; *Standard* 3.0.

The parties agree that *Standard* 4.33 is the appropriate *Standard* given the facts and circumstances of this matter. *Standard* 4.33 provides: "Reprimand is generally appropriate when a lawyer is negligent in determining whether the representation of a client may be materially affected by the lawyer's own interests, or whether the representation will adversely affect another client, and causes injury or potential injury to a client."

The parties agree that Respondent was negligent in determining whether a conflict of interest existed. Respondent states that Schlesinger was represented by

an attorney when the parties were negotiating the promissory notes and the payment of the promissory notes and that he mistakenly “took that as consent” by Schlesinger, including consent for Respondent to continue the representation of Pearl.

**The duty violated**

As described above, Respondent’s conduct violated his duty to his client and the legal system.

**The lawyer’s mental state**

For purposes of this agreement, the parties agree that Respondent negligently engaged in conflicts of interest and that his conduct was in violation of the Rules of Professional Conduct.

**The extent of the actual or potential injury**

For purposes of this agreement, the parties agree that there was actual harm to Schlesinger in the form of legal fees because Schlesinger filed a motion to disqualify Respondent and potential harm to the legal system.

**Aggravating and mitigating circumstances**

The presumptive sanction in this matter is reprimand. The parties conditionally agree that the following aggravating and mitigating factors should be considered.

**In aggravation:**

*Standard 9.22(e):* Bad faith obstruction of the disciplinary proceeding by intentionally failing to comply with rules or orders of the disciplinary agency.

Respondent failed to respond to intake bar counsel's calls and the State Bar's April 15, 2014 letter requesting additional information.

**In mitigation:**

*Standard 9.32(a):* Absence of a prior disciplinary record.

*Standard 9.32(b):* Absence of a dishonest or selfish motive. Respondent states that Schlesinger was represented by an attorney when the parties were negotiating the promissory notes and the payment of the promissory notes and that he mistakenly "took that as consent" by Schlesinger, including consent for Respondent to continue the representation of Pearl.

*Standard 9.32(f):* Inexperience in the practice of law. Respondent has been licensed only since March 16, 2011.

*Standard 9.32(g):* Character or reputation. Attached as Exhibit "C" are character letters provided by Respondent.

*Standard 9.32(l):* Remorse. Respondent filed a motion to withdraw from the representation prior to the Schlesinger even filing a motion to disqualify him.

**Discussion**

The parties have conditionally agreed that the presumptive sanction of a reprimand is appropriate under the facts and circumstances of this matter. This agreement was based on the following: There are more mitigating than aggravating factors, but Respondent's failure to respond to the State Bar's April 15, 2014 request for further information is concerning to the State Bar. Respondent is a relatively new attorney, however, and the sanction of reprimand with probation to the CLE "Ten Deadly Sins of Conflict" should assist Respondent so that he does not commit similar ethical violations in the future.



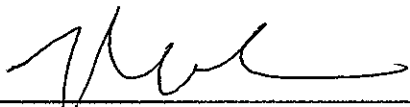
Based on the *Standards* and in light of the facts and circumstances of this matter, the parties conditionally agree that the sanction set forth above is within the range of appropriate sanction and will serve the purposes of lawyer discipline.

**CONCLUSION**

The object of lawyer discipline is not to punish the lawyer, but to protect the public, the profession and the administration of justice. *Peasley, supra* at ¶ 64, 90 P.3d at 778. Recognizing that determination of the appropriate sanction is the prerogative of the Presiding Disciplinary Judge, the State Bar and Respondent believe that the objectives of discipline will be met by the imposition of the proposed sanction of reprimand with one (1) year of probation to include the CLE "Ten Deadly Sins of Conflict", and the imposition of costs and expenses. A proposed form order is attached hereto as Exhibit "D."

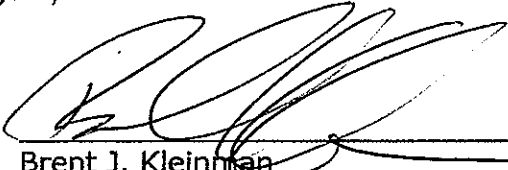
**DATED** this 22<sup>nd</sup> day of August, 2014.

State Bar of Arizona

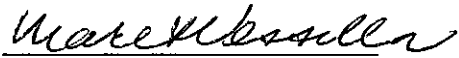
  
\_\_\_\_\_  
Nicole S. Kasetta  
Staff Bar Counsel

**This agreement, with conditional admissions, is submitted freely and voluntarily and not under coercion or intimidation.**

**DATED** this 18<sup>th</sup> day of August, 2014.

  
\_\_\_\_\_  
Brent J. Kleinman  
Respondent

Approved as to form and content



Maret Vessella  
Chief Bar Counsel

Original filed with the Disciplinary Clerk of  
the Office of the Presiding Disciplinary Judge  
of the Supreme Court of Arizona  
this 22<sup>nd</sup> day of August, 2014

Copies of the foregoing mailed/emailed  
this 22<sup>nd</sup> day of August, 2014 to:


Brent J. Kleinman  
The Kleinman Law Firm PLLC  
20 East Thomas Road, Suite 2200  
Phoenix, Arizona 85012-3110  
[brent@kleinmanlawaz.com](mailto:brent@kleinmanlawaz.com)  
Respondent

Copy of the foregoing emailed  
this 22<sup>nd</sup> day of August, 2014, to:

William J. O'Neil  
Presiding Disciplinary Judge  
Supreme Court of Arizona  
Email: [officepdj@courts.az.gov](mailto:officepdj@courts.az.gov)

Copy of the foregoing hand-delivered  
this 22<sup>nd</sup> day of August, 2014, to:

Lawyer Regulation Records Manager  
State Bar of Arizona  
4201 North 24<sup>th</sup> Street, Suite 100  
Phoenix, Arizona 85016-6266

by:   
NSK: jld

**EXHIBIT "A"**

## Carol Stiles

---

**From:** Schlesinger, Scott <scott.schlesinger@capgemini.com>  
**Sent:** Tuesday, August 05, 2014 10:26 AM  
**To:** Carol Stiles  
**Cc:** Scott Schlesinger  
**Subject:** RE: Information related to Scott Schlesinger's Bar Complaint against Brent Kleinman  
**Attachments:** Kleinman 2014 06 23.doc

Carol,

I spoke to your office yesterday. I received notice that the Bar and Kleinman have reached an "agreement" as to this situation. Evidently, the decision was for a formal reprimand and one year probation.

I must say that I am very disappointed with this agreement and want my objection on file with your office.

As you may know, Kleinman entered into a settlement agreement and was obligated to make payments for damages under this agreement. As you can see in the attached letter (one of several attempts to reach out to him through my attorney), he continued to be in breach of the agreement. Kleinman asked that I inform your office of the agreement as part of the settlement and I kept my part of that deal (you will recall that I sent you a note informing you of this several months ago.) However, it continues to cost me hundreds of dollars in legal fees to chase down this individual to secure payment and he appears to have no desire/intent to abide by the agreement.

I want this taken into consideration when you decide on any agreement with Mr. Kleinman.

Thank you,  
Scott

---

**From:** Carol Stiles [mailto:Carol.Stiles@staff.azbar.org]  
**Sent:** Thursday, February 13, 2014 8:57 AM  
**To:** Schlesinger, Scott  
**Subject:** RE: Information related to Scott Schlesinger's Bar Complaint against Brent Kleinman

Mr. Schlesinger:

Thank you for the information you provided.  
I have a call into the attorney, but have not received a call back. I will try to call again by the end of the week.

Carol Stiles



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Carol Stiles, Staff Bar Counsel  
4201 N. 24th St., Suite 100 | Phoenix, AZ 85016-6266  
T : 602.340.7283 F : 602.416.7483  
EMAIL: [Carol.Stiles@staff.azbar.org](mailto:Carol.Stiles@staff.azbar.org)

[www.azbar.org](http://www.azbar.org)

*Serving the public and enhancing the legal profession.*

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**From:** Schlesinger, Scott [<mailto:scott.schlesinger@capgemini.com>]

**Sent:** Wednesday, February 12, 2014 2:48 PM

**To:** Carol Stiles

**Subject:** Information related to Scott Schlesinger's Bar Complaint against Brent Kleinman

In case you need added information. These are some filings.

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David A. Fitzgerald, Esq.  
[dfitzgerald@tbl-law.com](mailto:dfitzgerald@tbl-law.com)

June 23, 2014

**Via e-mail [brent@kleinmanlawaz.com](mailto:brent@kleinmanlawaz.com)  
Regular First-Class Mail**

Brent J. Kleinman, Esq.  
KLEINMAN LAW FIRM, PLLC  
1714 E. Bethany Home Road  
Phoenix, Arizona 85016

*Re: Scott Schlesinger*

Dear Mr. Kleinman:

You and your firm are in breach of the Settlement Agreement (the "Settlement Agreement") by and between Scott Schlesinger ("Schlesinger"), Brent J. Kleinman ("Kleinman"), and Kleinman Law Firm, PLLC ("Kleinman PLLC"). Among other things, Kleinman and Kleinman PLLC failed to pay Monthly Installment Payments (as defined in Section 2.b. of the Settlement Agreement) to Schlesinger as and when Kleinman and Kleinman PLLC were obligated to do so.

On April 23, 2014, Schlesinger demanded that Kleinman and Kleinman PLLC pay all amounts then due under the Settlement Agreement; and Schlesinger also demanded that Kleinman and Kleinman PLLC pay all amounts coming due after April 23, 2014 as and when they came due under the Settlement Agreement. However, Kleinman and Kleinman PLLC did not comply with that demand.

Kleinman and Kleinman PLLC were obligated to have paid \$6,750 in Monthly Installment Payments to Schlesinger on or before June 15, 2014; however, Kleinman and Kleinman PLLC paid only \$3,000 in Monthly Installment Payments to Schlesinger on or before June 15, 2014 (and on or before today). Accordingly, Kleinman and Kleinman PLLC are in breach of the Settlement Agreement. Kleinman and Kleinman PLLC remain obligated to pay \$3,750 in past due Monthly Installment Payments to Schlesinger. Kleinman and Kleinman PLLC also are obligated to pay \$2,250 for the Monthly Installment Payment coming due on July 15, 2014 and \$2,250 for the Monthly

Brent J. Kleinman, Esq.  
KLEINMAN LAW FIRM, PLLC  
June 23, 2014  
Page -2-

Installment Payment coming due on August 15, 2014. Kleinman and Kleinman PLLC also are obligated to pay interest on the outstanding balance of the Settlement Amount (as defined in Section 1 of the Settlement Agreement) at the rate of 10% per annum.

In the event that Kleinman and Kleinman PLLC do not pay \$3,750 in past due Monthly Installment Payments to Schlesinger, together with the accrued and unpaid interest on the outstanding balance of the Settlement Amount, on or before June 30, 2014, and in the event that Kleinman and Kleinman PLLC do not timely pay all other amounts that Kleinman and Kleinman PLLC are obligated to pay under the Settlement Agreement as and when they come due under the Settlement Agreement, Schlesinger intends to pursue his rights and remedies for breach of the Settlement Agreement. In furtherance thereof, Schlesinger may bring a civil action seeking damages, pre-judgment interest, post-judgment interest, costs, attorneys' fees, and any other appropriate relief.

Nothing set forth herein, or elsewhere, is intended as, or should be construed as, a waiver of any of Schlesinger's rights and remedies, all of which rights and remedies are expressly preserved.

Very truly yours,

TITUS BRUECKNER & LEVINE PLC

David A. Fitzgerald

## SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is by and between Scott Schlesinger ("Schlesinger"), Brent J. Kleinman ("Kleinman") and Kleinman Law Firm PLLC ("Kleinman PLLC").

### RECITALS

Schlesinger is a former client of Kleinman and Kleinman PLLC;

Schlesinger contends that he has been injured, damaged and aggrieved by Kleinman and Kleinman PLLC's actions, inactions, statements, omissions and other conduct happening during and after Kleinman and Kleinman PLLC's representation of Schlesinger;

Notwithstanding the foregoing, and in order to save the additional time, costs, attorneys' fees, and uncertainty associated with civil litigation, Schlesinger is willing to settle Schlesinger's civil claims against Kleinman and Kleinman PLLC in accordance with the terms and conditions of this Agreement; and

In order to save the additional time, costs, attorneys' fees, and uncertainty associated with civil litigation, Kleinman and Kleinman PLLC are willing to settle Schlesinger's civil claims against Kleinman and Kleinman PLLC in accordance with the terms and conditions of this Agreement.

### AGREEMENT

Schlesinger, Kleinman and Kleinman PLLC agree as follows:

1. Kleinman and Kleinman PLLC, jointly and severally, shall pay Schlesinger the sum of \$13,500 (the "Settlement Amount").

2. Kleinman and Kleinman PLLC, jointly and severally, shall pay the Settlement Amount as follows:

a. Kleinman and Kleinman PLLC shall pay the sum of \$2,250 (the "Initial Payment") to the order of Scott Schlesinger, in good funds or by way of cashier's check, concurrently with Kleinman and Kleinman PLLC's execution and delivery of this Agreement, and on or before March 14, 2014.

b. Kleinman and Kleinman PLLC shall pay 5 consecutive monthly payments of \$2,250 each (each a "Monthly Installment Payment," and collectively, the "Monthly Installment Payments") to the order of Scott Schlesinger, in good funds or by



way of cashier's check, commencing on April 15, 2014, and continuing on the fifteenth day of each succeeding month until all 5 Monthly Installment Payments have been paid.

c. If the Initial Payment and each of the Monthly Installment Payments are fully and finally paid by Kleinman and Kleinman PLLC on or before their respective due dates, interest shall not accrue on the amounts owed to Schlesinger under this Agreement. However, if the Initial Payment and each of the Monthly Installment Payments are not fully and finally paid by Kleinman and Kleinman PLLC on or before their respective due dates, interest shall accrue on the outstanding balance of the Settlement Payment at the rate of 10% per annum.

d. Unless Schlesinger otherwise directs in writing, the place for payment of the Initial Payment and each of the Monthly Installment Payments shall be the offices of Titus Brueckner & Levine, PLC, 8355 E. Hartford Drive, Suite 200, Scottsdale, Arizona 85255.

3. The full and final payment of the Initial Payment by Kleinman and Kleinman PLLC concurrently with Kleinman and Kleinman PLLC's execution and delivery of this Agreement, and on or before March 14, 2014, are conditions precedent to Schlesinger's obligations under this Agreement.

4. In exchange for the payment of the Settlement Amount, in exchange for the releases in favor of Schlesinger included in this Agreement, and for other good and valuable consideration, upon the satisfaction of the conditions set forth in Section 3 of this Agreement, and to the greatest lawful extent, Schlesinger fully, finally and forever releases and discharges Kleinman, Kleinman PLLC, and Kleinman and Kleinman PLLC's respective successors, heirs, personal representatives, and assigns (collectively, the "Kleinman Released Persons"), from any and all civil actions, causes of actions, claims, damages, liens, demands, complaints, suits, debts, liabilities, obligations, costs, fees (including, without limitation, attorneys' fees) and expenses, whether at law or in equity, whether founded upon contract, tort, statute, regulation, or otherwise, whether asserted or unasserted, known or unknown, fixed or contingent, liquidated or non-liquidated (collectively, "Claims"), that Schlesinger may have or be able to assert, may have had or been able to assert, or may in the future have or be able to assert, against any, or all or any combination of the Kleinman Released Persons, and that relate to, arise out of or are incurred in connection with, or related to, arose out of or were incurred in connection with, or may in the future relate to, arise out of or be incurred in connection with, any events, transactions, occurrences, actions, inactions, statements, omissions, promises, dealings, conduct, or other matters happening on or before the Settlement Date; *provided that* Schlesinger does not release or discharge any Claims relating to, arising from or incurred in connection with any breach of this Agreement by Kleinman or Kleinman PLLC. Schlesinger represents, warrants and covenants to Kleinman and Kleinman PLLC that Schlesinger has not assigned, or agreed to assign, any of the Claims

that are the subject of the foregoing release. Schlesinger acknowledges and agrees that Schlesinger understands that Kleinman and Kleinman PLLC are relying on, and have the right to rely on, the foregoing release and the foregoing representations, warranties and covenants; and Schlesinger acknowledges further that he understands that Kleinman and Kleinman PLLC would not execute and deliver this Agreement and would not pay the Settlement Amount, without the foregoing release and without the foregoing representations, warranties and covenants. For purposes of this Agreement, the term "Settlement Date" shall mean the first date on which this Agreement has been fully executed and delivered by Schlesinger, Kleinman and Kleinman PLLC.

5. In exchange for the releases in favor of Kleinman and Kleinman PLLC included in this Agreement, and for other good and valuable consideration, and to the greatest lawful extent, Kleinman and Kleinman PLLC, jointly and severally, fully, finally and forever release and discharge Schlesinger and his successors, heirs, personal representatives, and assigns (collectively, the "Schlesinger Released Persons"), from any and all Claims, that either or both of Kleinman and Kleinman PLLC may have or be able to assert, may have had or been able to assert, or may in the future have or be able to assert, against any, or all or any combination of the Schlesinger Released Persons, and that relate to, arise out of or are incurred in connection with, or related to, arose out of or were incurred in connection with, or may in the future relate to, arise out of or be incurred in connection with, any events, transactions, occurrences, actions, inactions, statements, omissions, promises, dealings, conduct, or other matters happening on or before the Settlement Date; *provided that* Kleinman and Kleinman PLLC do not release or discharge any Claims relating to, arising from or incurred in connection with any breach of this Agreement by Schlesinger. Kleinman and Kleinman PLLC, jointly and severally, represent, warrant and covenant to Schlesinger that neither Kleinman nor Kleinman PLLC has assigned, or agreed to assign, any of the Claims that are the subject of the foregoing release. Kleinman and Kleinman PLLC acknowledge and agree that Kleinman and Kleinman PLLC understand that Schlesinger is relying on, and has the right to rely on, the foregoing release and the foregoing representations, warranties and covenants; and Kleinman and Kleinman PLLC acknowledge further that Kleinman and Kleinman PLLC understand that Schlesinger would not execute and deliver this Agreement, without the foregoing release and without the foregoing representations, warranties and covenants.

6. Upon the execution and delivery of this Agreement, and upon the full and final payment of the Initial Payment, and upon a written request from Kleinman and Kleinman PLLC for Schlesinger to do so, Schlesinger shall promptly notify the State Bar of Arizona in writing that Schlesinger has entered into a civil settlement with Kleinman and Kleinman PLLC; and Schlesinger shall promptly inform the State Bar of Arizona in writing that Schlesinger is no longer requesting any award of restitution or other

monetary relief by the State Bar of Arizona in favor of Schlesinger and against either or both of Kleinman and Kleinman PLLC.

7. Upon the execution and delivery of this Agreement, and upon the full and final payment of the Initial Payment, Schlesinger shall promptly file a notice with the Court seeking to withdraw so much of the motion to disqualify filed in *Schlesinger v. Carlin, et al.*, as had requested the Court to enter an award of costs and attorneys' fees against either or both of Kleinman and Kleinman PLLC.

8. Each of Schlesinger, Kleinman and Kleinman PLLC shall bear his or its own respective costs and fees incurred in connection with this civil settlement and with the negotiation and drafting of this Agreement.

9. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter of this Agreement; and it supersedes any prior agreements or understandings between the parties with respect to the subject matter of this Agreement.

10. The parties to this Agreement agree to the following miscellaneous provisions:

a. This Agreement shall be interpreted and applied in accordance with Arizona law.

b. This Agreement shall not be modified or amended except in a writing executed by all of the parties.

c. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

d. This Agreement is binding upon and shall inure to the benefit of Schlesinger, Kleinman, Kleinman PLLC and their respective successors, heirs, personal representatives, and assigns; and it shall not inure to the benefit of or be enforceable by any third parties.

e. Each party has participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

f. In the event of any suit, action or proceeding to enforce the terms of this Agreement, and in addition to the other relief to which the prevailing party is entitled, the prevailing party shall be entitled to an award of its costs and reasonable attorneys' fees.

g. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. The signature of a party on a faxed or electronically transmitted Agreement shall be considered an original signature, and the delivery of a signed Agreement by fax or electronic transmission will have the same effect as delivery of the original.

h. Time is of the essence.

IN WITNESS WHEREOF, each party has executed this Agreement on the date set forth opposite such party's name.

**SCHLESINGER**

Date: \_\_\_\_\_

\_\_\_\_\_  
SCOTT SCHLESINGER

Date: 3/10/14

**KLEINMAN**

\_\_\_\_\_  
Brent J. Kleinman

Date: 3/10/14

**KLEINMAN LAW FIRM PLLC**

By: \_\_\_\_\_  
Its: Managing Attorney

f. In the event of any suit, action or proceeding to enforce the terms of this Agreement, and in addition to the other relief to which the prevailing party is entitled, the prevailing party shall be entitled to an award of its costs and reasonable attorneys' fees.

g. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. The signature of a party on a faxed or electronically transmitted Agreement shall be considered an original signature, and the delivery of a signed Agreement by fax or electronic transmission will have the same effect as delivery of the original.

h. Time is of the essence.

IN WITNESS WHEREOF, each party has executed this Agreement on the date set forth opposite such party's name.

Date:

3/17/14

SCHLESINGER

  
SCOTT SCHLESINGER

Date:

3/10/14

KLEINMAN

  
Brent J. Kleinman

Date:

3/10/14

KLEINMAN LAW FIRM PLLC

By:

Its:

  
Managing Attorney

**EXHIBIT "B"**

**Statement of Costs and Expenses**

In the Matter of a Current Member of the State Bar of Arizona,  
Brent J. Kleinman, Bar No. 028455, Respondent

File No. 13-3627

**Administrative Expenses**

The Supreme Court of Arizona has adopted a schedule of administrative expenses to be assessed in lawyer discipline. If the number of charges/complainants exceeds five, the assessment for the general administrative expenses shall increase by 20% for each additional charge/complainant where a violation is admitted or proven.

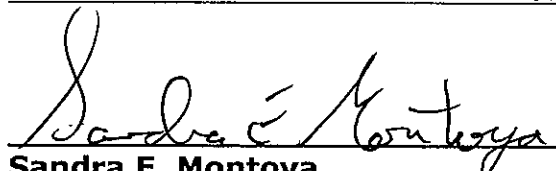
Factors considered in the administrative expense are time expended by staff bar counsel, paralegal, secretaries, typists, file clerks and messenger; and normal postage charges, telephone costs, office supplies and all similar factors generally attributed to office overhead. As a matter of course, administrative costs will increase based on the length of time it takes a matter to proceed through the adjudication process.

**General Administrative Expenses  
for above-numbered proceedings** **\$1,200.00**

Additional costs incurred by the State Bar of Arizona in the processing of this disciplinary matter, and not included in administrative expenses, are itemized below.

**Staff Investigator/Miscellaneous Charges**

Total for staff investigator charges	\$ 0.00
<b>TOTAL COSTS AND EXPENSES INCURRED</b>	<b>\$ 1,200.00</b>

  
\_\_\_\_\_  
**Sandra E. Montoya**  
**Lawyer Regulation Records Manager**

8-12-14  
\_\_\_\_\_  
**Date**

**EXHIBIT "C"**



July 29, 2014

Nicole Kaseta, Bar Counsel  
4201 N. 24th St. Suite 100  
Phoenix, AZ 85016-6266

To The State Bar of Arizona

Re: Brent Kleinman

I submit this letter of reference in support of Brent Kleinman. I have had the opportunity to work with Brent on a variety of matters since he was in law school. I have referred cases to Brent and received referrals from him; we have also worked together on a variety of professional activities, including public service programs and bar organization activities. I have always found Brent to be thoughtful and conscientious in his work; his commitment to his clients and this profession are second to none.

Brent is a zealous advocate. However, I would say that one of Brent's defining characteristics as a lawyer is his dedication to doing what is in his client's best interest, even if it is not the easiest or most obvious course. The best illustration that I can provide of my confidence in Brent as a lawyer is that I have recommended him to several of my own family members who have engaged him on a variety of matters. As an outside observer, and as a lawyer, I have found his guidance and service to be excellent.

I do not know the details of the engagement that give rise to the pending Complaint other than it involves a dispute between business partners. Given that the majority of my own practice involves business disputes, including business dissolutions and shareholder disputes, I understand the sensitivity of such matters and how quickly they can escalate. Clients, of course, have ideas and expectations about legal strategies and resolutions; as they should. However, in my experience, those ideas and expectations may be clouded by emotion related to the interpersonal aspects of the dispute. If it is true that Brent maintained a client engagement longer than he should have given the nature of the relationship between the parties, I am confident that he remained dedicated to serving his client's best interest and achieving the best outcome possible.

I consider it an honor to call Brent Kleinman a colleague in the legal profession and a privilege to call him a friend. If it would be beneficial to the Committee, I am happy to answer any questions that you may have regarding my experiences with Brent and my opinions of his character. Please feel free to contact me at 602.248.8203 or [SML@ashrlaw.com](mailto:SML@ashrlaw.com).

Regards,

**Stephanie McCoy Loquvam**  
**AIKEN SCHENK HAWKINS & RICCIARDI P.C.**  
2390 East Camelback, Suite 400  
Phoenix, Arizona 85016

P: 602.248.8203  
F: 602.248.8840  
[www.ashrlaw.com](http://www.ashrlaw.com)



Dear Nicole,

I am writing this letter in light of recent events that have brought attention to Brent J. Kleinman. I have known Brent for over three years. During this time, I have had the pleasure of getting to know Brent not only as a legal professional, but also on a personal level as someone who displays an outstanding work ethic and a commendable quality of character.

Brent represented myself and my family for a case over the duration of last year. During that time we spent countless hours reviewing, researching and discussing our varied course of action. Brent always took the time to answer all of our questions, never once appearing as if we were extending our use of his valuable time. Brent was more than just our legal counsel and representative, he became a part of our family. I truly believe that his combined expression of unshakable patience, goal-oriented focus and human kindness throughout such a difficult year served as an integral factor in our family's survival during that time.

In addition to this outstanding rapport in the realm of the law, Brent has displayed his exceptional character as a mentor. As a young professional, I consider Brent a role model and an inspiration. Through his commitment to honesty and excellence in all that he does, Brent consistently displays the ways in which I hope to function as a part of the professional world. Brent believes in the power of honesty as a tool for improvement. There have been multiple instances where the professional advice I have received from Brent has become the catalyst for positive action in my own endeavors. The trust I place in Brent to provide ethical, honest and relevant advice is the same measure of trust I would place in a member of my own family.

I hope that you will consider my experience working with Brent Kleinman as I truly believe he is an individual of the highest quality and character. I would be happy to further elaborate about my interaction with Brent, please do not hesitate to contact me should you have any further inquiries or seek to obtain any clarification.

Thank you,

Ashley N. Marsh  
ashley.marsh@asu.edu

P: 480-202-7741

College of Health Solutions  
Arizona State University

Melissa Cochran  
1845 E. Kent St.  
Chandler, Arizona 85225  
[melissa.cochran@asu.edu](mailto:melissa.cochran@asu.edu)

July 25, 2014

Nicole Kaseta  
Bar Counsel  
State Bar of Arizona  
4201 N. 24<sup>th</sup> Street, Suite 100  
Phoenix, Arizona 85016-6266  
[Nicole.kaseta@staff.azbar.org](mailto:Nicole.kaseta@staff.azbar.org)

Dear Nicole Kaseta:

I, Melissa Cochran, hired The Kleinman Law Firm of Phoenix, Arizona in August 2013. The Kleinman Law Firm was quick to respond to all of my legal needs. I specifically worked with Mr. Brent Kleinman who provided me with very consistent and honest answers to any and all of my questions and concerns. Since working with Mr. Kleinman, I have seen The Kleinman Law Firm promote the business in a very professional manner. I have referred several of my colleges and friends to The Kleinman Law Firm without reservation. I am very thankful for The Kleinman Firm for all of their hard work and dedication to my legal dispute. The Kleinman Law Firm is easy-going and professional, they clearly care about their clients.

Please don't hesitate to contact me if you have any questions.

Sincerely,



Melissa Cochran  
Arizona State University  
W. P. Carey School of Business  
Administrative Assistant, Graduate Programs Office  
Office: 480.965.3253 Cell: 480.559.2988

July 27, 2014

Nicole Kaseta, Bar Counsel  
4201 N. 24th St. Suite 100  
Phoenix, AZ 85016-6266

RE: Brent Kleinman, Esq.

Dear Ms. Kaseta,

My name is Paul Bakhtiar and I am writing you in regards to Mr. Brent Kleinman, Esq.

I would first like to reference Mr. Kleinman's honesty and integrity. In June of 2011 Mr. Kleinman represented me in a felony case in Maricopa County when I was blindsided by charges that were over three years old. At the time I was struggling to make ends meet, and did not have any kind of legal counsel on retainer.

A mutual friend recommended Mr. Kleinman to me and my family based on her very positive past professional experiences with him. Mr. Kleinman immediately came to the county jail where I was being held and met with me in a private attorney/client visit to assess the situation. Mr. Kleinman discussed the severity of the allegations against me clearly, and understood that I was not in a position to make any payments, but truly needed legal help more than anyone. Mr. Kleinman did not hesitate to represent me and assist me through my case. He always made sure I understood exactly what was being said and why.

The character that Mr. Kleinman has and exemplifies is absolutely incredible. He knew during my case that I was a person in need of help, and for no other reason, other than the fact I needed legal assistance, Mr. Kleinman went above and beyond any oath he has taken to uphold the law. I am very satisfied with the level of legal service and expertise Mr. Kleinman provided me with. I would recommend him to anyone seeking legal advice at any time.

If you would like to speak with me directly further about Mr. Kleinman, please do not hesitate to call, email, or mail to my address. I appreciate your time and attention.

Sincerely,

Paul Bakhtiar  
13646 S. 42nd Place  
Phoenix, AZ 85044  
480-577-1140 tel  
[bakhtiar.paul@gmail.com](mailto:bakhtiar.paul@gmail.com)

**EXHIBIT "D"**

IN THE  
**SUPREME COURT OF THE STATE OF ARIZONA**  
BEFORE THE OFFICE OF THE PRESIDING DISCIPLINARY JUDGE  
1501 W. WASHINGTON, SUITE 102, PHOENIX, AZ 85007-3231

**IN THE MATTER OF A MEMBER OF  
THE STATE BAR OF ARIZONA,**

**BRENT J. KLEINMAN,  
Bar No. 028455,**

Respondent.

**PDJ-2014-**

**FINAL JUDGMENT AND ORDER**

State Bar No. 13-3627

The undersigned Presiding Disciplinary Judge of the Supreme Court of Arizona, having reviewed the Agreement for Discipline by Consent filed on \_\_\_\_\_, pursuant to Rule 57(a), Ariz. R. Sup. Ct., hereby accepts the parties' proposed agreement. Accordingly:

**IT IS HEREBY ORDERED** that Respondent, **Brent J. Kleinman**, is hereby reprimanded for his conduct in violation of the Arizona Rules of Professional Conduct, as outlined in the consent documents.

**IT IS FURTHER ORDERED** that Respondent shall be placed on probation for a period of one (1) year. The period of probation shall commence upon entry of this final judgment and order and will conclude one (1) year from that date or upon Respondent's completion of the below continuing legal education course (CLE), whichever is earlier.

**IT IS FURTHER ORDERED** that, as a term of probation, Respondent shall complete the CLE "Ten Deadly Sins of Conflicts." Respondent shall contact State Bar of Arizona publications at 602-340-7318 to either obtain and listen to the CD or obtain

and view the DVD entitled "The Ten Deadly Sins of Conflict". Respondent may alternatively go to the State Bar website ([www.myazbar.org](http://www.myazbar.org)) and complete the self-study online version. Respondent shall provide Bar Counsel with evidence of completion of the program by providing copies of handwritten notes. Respondent shall be responsible for the cost of the CD, DVD or online self-study.

**NON-COMPLIANCE LANGUAGE**

In the event that Respondent fails to comply with any of the foregoing probation terms, and information thereof is received by the State Bar of Arizona, Bar Counsel shall file a notice of noncompliance with the Presiding Disciplinary Judge, pursuant to Rule 60(a)(5), Ariz. R. Sup. Ct. The Presiding Disciplinary Judge may conduct a hearing within 30 days to determine whether a term of probation has been breached and, if so, to recommend an appropriate sanction. If there is an allegation that Respondent failed to comply with any of the foregoing terms, the burden of proof shall be on the State Bar of Arizona to prove noncompliance by a preponderance of the evidence.

**IT IS FURTHER ORDERED** that Respondent pay the costs and expenses of the State Bar of Arizona in the amount of \$1,200.00, within thirty (30) days from the date of service of this Order.

**IT IS FURTHER ORDERED** that Respondent shall pay the costs and expenses incurred by the disciplinary clerk and/or Presiding Disciplinary Judge's Office in connection with these disciplinary proceedings in the amount of \_\_\_\_\_, within thirty (30) days from the date of service of this Order.

**DATED** this \_\_\_\_\_ day of August, 2014.

---

**William J. O'Neil, Presiding Disciplinary Judge**

Original filed with the Disciplinary Clerk of  
the Office of the Presiding Disciplinary Judge  
of the Supreme Court of Arizona  
this \_\_\_\_\_ day of August, 2014.

Copies of the foregoing mailed/emailed  
this \_\_\_\_\_ day of August, 2014.

Mr Brent J. Kleinman  
The Kleinman Law Firm PLLC  
20 East Thomas Road Suite 2200  
Phoenix, Arizona 85012-3110  
Email: [brent@kleinmanlawaz.com](mailto:brent@kleinmanlawaz.com)  
Respondent

Copy of the foregoing emailed/hand-delivered  
this \_\_\_\_ day of August, 2014, to:

Nicole S. Kaseta  
Staff Bar Counsel  
State Bar of Arizona  
4201 North 24<sup>th</sup> Street, Suite 100  
Phoenix, Arizona 85016-6266  
Email: [LRO@staff.azbar.org](mailto:LRO@staff.azbar.org)

Copy of the foregoing hand-delivered  
this \_\_\_\_ day of August, 2014, to:

Lawyer Regulation Records Manager  
State Bar of Arizona  
4201 North 24<sup>th</sup> Street, Suite 100  
Phoenix, Arizona 85016-6266

by: \_\_\_\_\_