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OFFICE OF THE  
PRESIDING DISCIPLINARY JUDGE  
SUPREME COURT OF ARIZONA

AUG 23 2019

FILED

BY  \_\_\_\_\_

**BEFORE THE PRESIDING DISCIPLINARY JUDGE**

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

**NATHAN ANDREW FINCH,  
Bar No. 031279,**

Respondent.

PDJ 2019-9063

**COMPLAINT**

[State Bar No. 19-0468]

Complaint is made against Respondent as follows:

**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 June 18, 2014.

//

**COUNT ONE (File no. 19-0468/Ritz)**

2. In September 2015 Deanna Ritz loaned Marvin Rousselew (“Marvin”) \$43,026.72 to purchase a handicap equipped vehicle. Marvin did not secure Ms. Ritz as a lienholder on the vehicle’s title as Ms. Ritz had requested; however, Ms. Ritz recorded their Note and secured a Deed of Trust on Marvin’s home.

3. In May 2016 Marvin stopped making payments on the Note to Ms. Ritz and, without informing Ms. Ritz, Marvin obtained a new loan for \$22,000.00 from Southwest Finance and gave a security interest in the vehicle to them.

4. In September 2016 Marvin faced a pending trustee sale on his home because he was behind on his first mortgage, and Marvin was delinquent on his loan to Southwest. Marvin filed a pro per petition for Chapter 13 bankruptcy protection. Marvin did not list Ms. Ritz as a creditor with a 2<sup>nd</sup> mortgage interest in his property.

5. In October 2016 Marvin’s case was dismissed by the bankruptcy court because Marvin failed to cure a deficiency, and the vehicle Marvin had purchased with funds borrowed from Ms. Ritz was repossessed by Southwest.

6. Marvin retained attorney Lyndon Steimel (since disbarred), and his bankruptcy case was reinstated on October 11, 2016.

7. In January 2017, Ms. Ritz learned of Marvin's bankruptcy and filed a proof of claim, objected to confirmation of Marvin's plan, and filed a Motion for Relief of Stay. Marvin's first mortgage creditor also filed a Motion for Relief of Stay.

8. In March 2017, Marvin's case was dismissed again for his failure to comply with a January 2017 *Trustee's Evaluation and Recommendation(s) Report*, which had specified that Marvin needed to provide additional information and become current on his plan payments.

9. On April 6, 2017, Respondent was retained by Marvin, and Respondent moved to get Marvin's bankruptcy case reinstated.

10. In the *Motion to Reinstate*, Respondent indicated that Marvin "intends to satisfy and comply with the Trustee's Evaluation and Recommendations and recover his vehicle and present an Order Confirming Plan in accordance with the Recommendation within ten (10) days of this (sic) an Order Approving this Motion."

11. On April 7, 2017 the Trustee and Ms. Ritz filed separate objections to Respondent's motion, and after conducting a hearing, the Court granted Respondent's request and reinstated Marvin's case.

12. Respondent filed an Amended Chapter 13 Plan on April 24, 2017, and listed Marvin's first mortgage creditor as the only creditor with a security interest in real property. Respondent included Ms. Ritz's claim as a "second position Deed of Trust" that was "wholly unsecured," and Marvin intended to "seek the lien to be avoided/stripped from [Marvin's] residence through an adversary proceeding against the Bank."

13. On May 9, 2017, Respondent informed Ms. Ritz's attorney that Marvin's house was worth significantly less than the amount owed to the first mortgage creditor. Following this discussion, Ms. Ritz, through counsel, moved to withdraw her motion for relief from stay, which the Court granted on May 10, 2017.

14. On May 10<sup>th</sup> Ms. Ritz filed an objection to the Amended Chapter 13 Plan filed by Respondent, noting that she had previously filed an objection in January 2017 to Marvin's Chapter 13 Plan because he had failed to acknowledge Ms. Ritz's lien against his real property in his Plan and had failed to notice Ms.

Ritz of the Plan. As for the Amended Plan, Ms. Ritz objected to Marvin's attempt to strip her lien against the real property, and Ms. Ritz observed that the Amended Plan "still does not comport with all of the Trustee's Recommendations of January 10, 2017."

15. Despite stating in his *Motion to Reinstate Case* that Marvin would comply with the Trustee's Recommendations within ten days of his case being reinstated, Respondent failed to timely resolve the issues raised by the Trustee and failed to provide documentation to the Trustee as required by the recommendation.

16. Specifically, Respondent failed to comply with the Trustee's January Recommendations by not providing the Trustee with the following: income information for Marvin's spouse as well as an explanation as to why it was not included on Schedule I; income information for Marvin to explain the amount listed on Schedule J; a revised Schedule J to adjust the amount listed for automobile payments considering that Marvin claimed that he did not possess an automobile; and Marvin's 2015 tax records.

17. On June 29, 2017 the Trustee filed another recommendation and objected to the confirmation of Marvin's Amended Chapter 13 Plan. The pleading referenced Marvin's continued failure to comply with the Trustee's January

Recommendations, and the Trustee listed additional issues that needed to be addressed within thirty days.

18. The additional issues raised by the Trustee included Respondent's failure to file an appropriate notice of substitution of counsel, which left Marvin's prior counsel as attorney of record on the docket, Respondent's failure to address the amount of fees paid or due to prior counsel in the Amended Plan, and Respondent's failure to file the necessary Rule 2016(b) disclosure statement to support his request for attorney fees to be paid through the Amended Plan.

19. Respondent did not resolve, respond to or provide the Trustee with documentation regarding any of the issues raised in the Trustee's January or June Recommendations.

20. Respondent did not file any motions to extend time to comply with the Trustee's Recommendations or with the payment plan even though he was aware that his client had defaulted on his bankruptcy payments.

21. On August 9, 2017 the Trustee filed a proposed *Dismissal Order*. Respondent did not object to the dismissal or file a motion to set the matter for a hearing. The Court signed the Dismissal Order on August 21, 2017.

22. On August 22, 2017, Ms. Ritz recorded a Notice of Trustee's Sale with the auction date listed as November 28, 2017.

23. On September 15, 2017 Respondent filed a *Stipulation to Reinstate Case* that was signed by the Trustee, and Marvin's case was reopened on October 3, 2017 which resulted in the postponement of Ms. Ritz's Trustee's Sale.

24. Though Respondent had successfully negotiated a deal with Marvin's first mortgage creditor to stop them from pursuing a Trustee Sale, Marvin breached the terms of the agreement by defaulting on his mortgage payments. The automatic stay on Marvin's home was terminated in December 2017, and Ms. Ritz and the first mortgage creditor both noticed Trustee Sales.

25. The Trustee moved to dismiss Marvin's case on May 21, 2018 because Marvin had defaulted on his plan payments and had not shown just cause for the default.

26. In August 2018 Respondent conferred with Marvin about upcoming Trustee Sales. Respondent advised Marvin that if the real property was transferred to Marvin's spouse, Madeline Rouseselow ("Madeline"), Respondent could file for bankruptcy protection in Madeline's name and stop the foreclosure sales.

27. On August 6, 2018 Respondent filed a *Certificate of Service and No Objections* in Marvin's case and was granted an order for his \$4,500.00 in attorney fees.

28. Though Respondent had never met or spoken to Madeline, Respondent began drafting a Voluntary Chapter 13 Petition on Madeline's behalf.

29. Respondent did not execute a fee agreement with Madeline.

30. Marvin sent Respondent a copy of Madeline's Social Security Card and proof of completion of the credit counseling course, and Respondent sent Marvin a copy of the Chapter 13 Petition for Madeline to sign.

31. On August 14, 2018 without seeking approval from the Court or providing notification to the creditors, Marvin executed a quitclaim deed on his home and transferred title to the property from himself individually to himself and Madeline.

32. On the same day as the title transfer, Respondent filed Madeline's Chapter 13 Petition without ever reviewing the Petition with Madeline.

33. Respondent incorrectly reported on Madeline's Petition that she had not filed for bankruptcy within the last eight years; Respondent knew that Madeline had filed at least three bankruptcies in the prior eight years.



34. Respondent incorrectly reported on Madeline's Petition that there were no bankruptcy cases pending or being filed by a spouse; as Marvin's attorney, Respondent knew that Marvin's case was still pending.

35. The Petition was accompanied by a Verification of Creditor that was electronically signed by Madeline and contained a statement that she verified "that the attached list of creditors is true and accurate to the best of [her] knowledge." The attached list of creditors did not include Ms. Ritz, the first mortgage lienholder, or the IRS, though all three had claimed a secured interest in Madeline's property.

36. On August 17, 2018, Respondent moved to dismiss Marvin's bankruptcy case and admits that "there was little purpose to being in the case any longer."

37. The Bankruptcy Court issued an Order for Madeline's Schedules and Statements to be filed by August 28<sup>th</sup> and submit her filing fee by August 29<sup>th</sup>.

38. On August 28<sup>th</sup>, the day the Schedules and Statements were due, Respondent filed a *Motion to Extend Time to File Chapter 13 Plan and Schedules and Statements*. While the Court granted the motion with respect to the filing deadline, Respondent failed to submit payment for Madeline's filing fees by

August 29<sup>th</sup> and failed to ask for an extension of time to submit the payment; the Court dismissed Madeline's case on September 5, 2018.

39. On September 18, 2018 Respondent successfully moved to reinstate Madeline's case, paid the filing fee, and filed Madeline's Schedules and Statements and Chapter 13 Plan.

40. In Madeline's Schedule A, Respondent listed Madeline's home, which was the real property that was subject to pending Trustee Sales, but Respondent falsely reported in Schedule D that the property was not secured by any claims or liens.

41. Respondent failed to list Ms. Ritz, the first mortgage lienholder, and the IRS as secured creditors in the Schedules and Statements.

42. Respondent failed to list all of Madeline's assets to include an outstanding claim to Marvin's past disability income and personal property to include electronics; Respondent was aware of Marvin's disability claim based on his representation of Marvin, and Respondent knew Madeline owned electronics based on his inclusion of her internet and cable bill in the amount of \$120.00 on Schedule J.

43. Respondent incorrectly reported that Madeline did not have any bank accounts when Respondent knew Madeline required a bank account for her social security income, which Respondent had listed on Madeline's Schedule I.

44. Respondent reported on Madeline's Statement of Financial Affairs for Individuals Filing for Bankruptcy that Madeline had not been a party in any lawsuit, court action, or administrative proceeding in the past year. However, Respondent knew this to be false because he was retained by Marvin in April 2017 to represent Marvin in a lawsuit filed by the Arizona Attorney General's Office against Marvin and Madeline in a consumer fraud action, and the lawsuit was still pending within one year of Madeline's bankruptcy filing.

45. Though Respondent did not have a fee agreement with Madeline, Respondent filed a Disclosure of Compensation of Attorney for Debtor on September 18, 2018 and indicated that he agreed to accept \$4,500.00 for representing Madeline and was owed the full balance.

46. In the Chapter 13 Plan filed the same day, Respondent listed the first mortgage creditor as the only recipient of plan payments other than Respondent and the Trustee. Respondent included the IRS and ADOR as unsecured priority

creditors that would not be paid through the Plan. Respondent did not list Ms. Ritz on the Plan.

47. Unaware that the property had been quitclaim deeded to Madeline or that Madeline had filed for bankruptcy, Ms. Ritz scheduled a Trustee Sale for September 26, 2018. In preparation for her sale, Ms. Ritz cured the first position default of the real property loan by paying the past due amount of \$25,901.73 owed to the first lienholder. Once the first loan was reinstated, the lienholder cancelled their foreclosure sale that had been scheduled for September 19, 2018.

48. Ms. Ritz learned of Madeline's bankruptcy filing prior to the sale and filed an *Announcement of Postponement*.

49. At her 341 hearing on October 17, 2018 Madeline testified that she had never met Respondent or any representatives from his firm until that day. Madeline admitted to filing bankruptcy to keep the property that was transferred to her on the petition date.

50. Ms. Ritz's attorney filed a *Motion to Dismiss* Madeline's case with prejudice on October 29, 2018 for abuse of the bankruptcy process.

51. On October 29, 2018 Respondent filed amended schedules in Madeline's case and listed Ms. Ritz and the first lienholder as creditors with

secured interests in the home but still failed to list the IRS as a secured creditor though the IRS had secured a tax lien against the real property in 2013.

52. Following an evidentiary hearing, Bankruptcy Court Judge Paul Sala dismissed Madeline's case with prejudice "for bad faith as an abuse of the bankruptcy process and for egregious behavior under the totality of the circumstances test and the factors set forth *In re Leavitt*, 171 F.3d 1210 (9<sup>th</sup> Cir. 1999)."

53. Judge Sala found "an unfair manipulation of the bankruptcy code" because of the misrepresentations that caused injury to Ms. Ritz and "the unauthorized and undisclosed transfer of property" during the pending bankruptcy case to prevent the foreclosure on the property. The Court also found that Madeline's bankruptcy case was filed in an inequitable manner and the "failure to disclose this bankruptcy case to the secured creditors is inexcusable under the facts of this case. This is the same law firm. [Marvin] controlled the information in this case. If there was a mistake, I'm sorry, I have a hard time believing it was innocent. And otherwise it wasn't a mistake at all--there was purposeful reason not to disclose the bankruptcy to the secured creditors. That reason very well could

have been to get [Ms. Ritz] to cure the arrearage so that [Madeline] wouldn't have to under a plan.”

54. Judge Sala further ordered Madeline barred from filing a subsequent bankruptcy petition for a period of 180 days and mandated that any bankruptcy case filed within 180 days by Marvin or another entity purporting to claim the real property as an asset be assigned to Judge Sala.

55. Shortly after Madeline's case was dismissed, Respondent filed an *Application for Temporary Restraining Order (Without Notice)* and *Application for Order to Show Cause* in Maricopa County Superior Court to halt Ms. Ritz's Trustee Sale set for March 19, 2019.

56. Judge Sala was alerted to the civil action and amended his prior ruling by extending the time Madeline was barred from filing bankruptcy to 365 days and similarly extended the time for Judge Sala to be assigned to any case filed by Marvin.

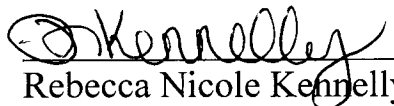
57. Judge Sala clarified that his prior ruling was based on his belief that the debtors “were engaging in a scheme to prevent their creditors from exercising their rights in real property.” Judge Sala further noted that the TRO was requested within days of the Court's entry of dismissal, and the TRO was entered without

notice to Ms. Ritz, which the Court treated as facts not available at the time of the evidentiary hearing.

58. Respondent's conduct in this count violated Rule 42, Ethical Rules 1.3, 1.4, 1.5(b), 3.1, 3.2, 3.3, 8.4(c), and 8.4(d).

DATED this 23<sup>rd</sup> day of August, 2019.

**STATE BAR OF ARIZONA**

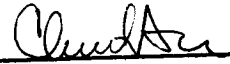


Rebecca Nicole Kennelly  
Staff Bar Counsel

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, 2019.

by:   
RNK:kec

BEFORE THE ATTORNEY DISCIPLINE  
PROBABLE CAUSE COMMITTEE  
OF THE SUPREME COURT OF ARIZONA

**FILED**  
AUG 09 2019  
BY 

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

No. 19-0468

NATHAN ANDREW FINCH,  
Bar No. 031279,

**PROBABLE CAUSE ORDER**

Respondent.

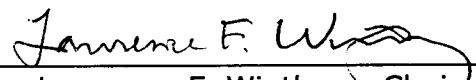
The Attorney Discipline Probable Cause Committee of the Supreme Court of Arizona ("Committee") reviewed this matter on August 9, 2019, pursuant to Rules 50 and 55, Ariz. R. Sup. Ct., for consideration of the State Bar's Report of Investigation and Recommendation.

By a vote of 7-0-2<sup>1</sup>, the Committee finds probable cause exists to file a complaint against Respondent in File No. 19-0468.

**IT IS THEREFORE ORDERED** pursuant to Rule 55(c) and 58(a), Ariz. R. Sup. Ct., authorizing the State Bar counsel to prepare and file a complaint with the Disciplinary Clerk.

Parties may not file motions for reconsideration of this Order.

**DATED** this 9 day of August, 2019.

  
\_\_\_\_\_  
Judge Lawrence F. Winthrop, Chair  
Attorney Discipline Probable Cause  
Committee of the Supreme Court of Arizona

<sup>1</sup> Committee members Robert Page and Brent Vermeer did not participate in this matter.



Original filed this 9<sup>th</sup> day  
of August, 2019, with:

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

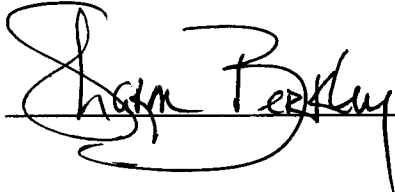
Copy mailed this 12<sup>th</sup> day  
of August, 2019, to:

Nathan Andrew Finch  
Catalyst Legal Group, PLLC  
1820 E. Ray Road  
Chandler, Arizona 85225-8720  
Respondent

Copies mailed this 12<sup>th</sup> day  
of August, 2019, to:

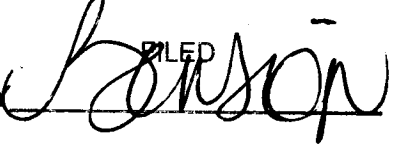
Attorney Discipline Probable Cause Committee  
Of the Supreme Court of Arizona  
1501 West Washington Street, Suite 104  
Phoenix, Arizona 85007  
E-mail: [ProbableCauseComm@courts.az.gov](mailto:ProbableCauseComm@courts.az.gov)

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By:  \_\_\_\_\_

OFFICE OF THE  
PRESIDING DISCIPLINARY JUDGE  
SUPREME COURT OF ARIZONA

DEC 04 2019

FILED  
BY 

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Respondent's Counsel

**BEFORE THE PRESIDING DISCIPLINARY JUDGE**

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

**NATHAN ANDREW. FINCH,  
Bar No. 031279,**

Respondent.

**PDJ 2019-9063**

State Bar File No. **19-0468**

**AGREEMENT FOR DISCIPLINE  
BY CONSENT**

The State Bar of Arizona, and Respondent, Nathan Andrew Finch, who is represented in this matter by counsel J. Scott Rhodes, hereby submit their Agreement for Discipline by Consent pursuant to Rule 57(a), Ariz. R. Sup. Ct. 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 email on November 27, 2019. Complainant submitted a written objection to the agreement on November 27<sup>th</sup>, a copy was provided to Respondent's Counsel on the same day, and a copy is attached hereto as Exhibit A.

Respondent conditionally admits that his conduct, as set forth below, violated Rule 42, ERs 1.3, 1.4, 1.5(b), 3.1, 3.2, and 8.4(d). Upon acceptance of this agreement, Respondent agrees to accept imposition of the following discipline: Admonition with Probation, the terms of which are set in Sanctions below. Respondent also agrees to pay the costs and expenses of the disciplinary proceeding, within 30 days from the date of this order. If costs are not paid within the 30 days interest will begin to accrue at the legal rate.<sup>1</sup> The State Bar's Statement of Costs and Expenses is attached hereto as Exhibit B.

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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,

## FACTS

### GENERAL ALLEGATIONS

1. Respondent was licensed to practice law in Arizona on June 18, 2014.

#### COUNT ONE (File no. 19-0468/ Ritz)

2. In September 2015 Deanna Ritz loaned Marvin Rousselow (“Marvin”) \$43,026.72 to purchase a handicap equipped vehicle. Marvin did not secure Ms. Ritz as a lienholder on the vehicle’s title as Ms. Ritz had requested; however, Ms. Ritz recorded their Note and secured a Deed of Trust on Marvin’s home.

3. In May 2016 Marvin stopped making payments on the Note to Ms. Ritz and, without informing Ms. Ritz, Marvin obtained a new loan for \$22,000.00 from Southwest Finance and gave a security interest in the vehicle to them.

4. In September 2016 Marvin faced a pending trustee sale on his home because he was behind on his first mortgage, and Marvin was delinquent on his loan to Southwest. Marvin filed a pro per petition for Chapter 13 bankruptcy protection. Marvin did not list Ms. Ritz as a creditor with a 2<sup>nd</sup> mortgage interest in his property.

---

the Probable Cause Committee, the Presiding Disciplinary Judge and the Supreme Court of Arizona.

5. In October 2016 Marvin's case was dismissed by the bankruptcy court because Marvin failed to cure a deficiency, and the vehicle Marvin had purchased with funds borrowed from Ms. Ritz was repossessed by Southwest.

6. Marvin retained attorney Lyndon Steimel (since disbarred), and his bankruptcy case was reinstated on October 11, 2016.

7. In January 2017 Ms. Ritz learned of Marvin's bankruptcy and filed a proof of claim, objected to confirmation of Marvin's plan, and filed a Motion for Relief of Stay. Marvin's first mortgage creditor also filed a Motion for Relief of Stay.

8. In March 2017 Marvin's case was dismissed again for his failure to comply with a January 2017 *Trustee's Evaluation and Recommendation(s) Report*, which had specified that Marvin needed to provide additional information and become current on his plan payments.

9. On April 6, 2017, Respondent agreed to take over Marvin's representation due to Lyndon Steimel's disbarment, and Respondent moved to get Marvin's bankruptcy case reinstated.

10. In the *Motion to Reinstate*, Respondent indicated that Marvin "intends to satisfy and comply with the Trustee's Evaluation and Recommendations and

recover his vehicle and present an Order Confirming Plan in accordance with the Recommendation within ten (10) days of this (sic) an Order Approving this Motion.” Respondent made this statement because he believed it to be true.

11. On April 7, 2017, the Trustee and Ms. Ritz filed separate objections to Respondent’s motion, and after conducting a hearing, the Court granted Respondent’s request and reinstated Marvin’s case.

12. Respondent filed an Amended Chapter 13 Plan on April 24, 2017, and listed Marvin’s first mortgage creditor as the only creditor with a security interest in real property. Respondent included Ms. Ritz’s claim as a “second position Deed of Trust” that was “wholly unsecured,” and stated that Marvin intended to “seek the lien to be avoided/stripped from [Marvin’s] residence through an adversary proceeding against the Bank.” These statements were true and accurate based on Respondent’s knowledge and understanding at the time.

13. On May 9, 2017, Respondent informed Ms. Ritz’s attorney that Marvin’s house was worth significantly less than the amount owed to the first mortgage creditor. Following this discussion, Ms. Ritz, through counsel, moved to withdraw her motion for relief from stay, which the Court granted on May 10, 2017.

14. On May 10<sup>th</sup> Ms. Ritz filed an objection to the Amended Chapter 13 Plan filed by Respondent, noting that she had previously filed an objection in January 2017 to Marvin's Chapter 13 Plan because he had failed to acknowledge Ms. Ritz's lien against his real property in his Plan and had failed to notice Ms. Ritz of the Plan. As for the Amended Plan, Ms. Ritz objected to Marvin's attempt to strip her lien against the real property, and Ms. Ritz observed that the Amended Plan "still does not comport with all of the Trustee's Recommendations of January 10, 2017." If this case were to proceed to a hearing, Respondent would testify that, during his call with Ms. Ritz's attorney, her attorney acknowledged that Ritz did not have a viable claim given the debts and assets. Specifically, the amount of the secured first lien on the home exceeded the value of the home. Respondent would further testify that Ritz's lien was unsecured, and there was a valid legal and factual basis to seek to have Ritz's lien stripped from the home because it was unsecured and second in priority to a secured lien that exceeded the home's value.

15. Even though Respondent had stated in his *Motion to Reinstate Case* that Marvin would comply with the Trustee's Recommendations within ten days of his case being reinstated, Marvin failed to timely resolve those issues or provide documentation to Respondent so that Respondent in turn could give the Trustee the

documents identified in the Trustee's recommendation. If this case were to proceed to a hearing, Respondent would testify that, in a Chapter 13 bankruptcy proceeding, supporting documentation may be provided to the Trustee up to the time of the Plan approval and, in this case, Plan approval was on hold until the State of Arizona resolved a pending consumer fraud claim against Marvin.

16. Because Marvin failed to comply with the Trustee's January Recommendations, Respondent could not provide the Trustee with the following documentation: income information for Marvin's spouse as well as an explanation as to why it was not included on Schedule I; income information for Marvin to explain the amount listed on Schedule J; a revised Schedule J to adjust the amount listed for automobile payments considering that Marvin claimed that he did not possess an automobile; and Marvin's 2015 tax records.

17. On June 29, 2017, the Trustee filed another recommendation and objected to the confirmation of Marvin's Amended Chapter 13 Plan. The pleading referenced Marvin's continued failure to comply with the Trustee's January Recommendations, and the Trustee listed additional issues to be addressed within thirty days.



18. The additional issues raised by the Trustee included Respondent's failure to file an appropriate notice of substitution of counsel, which left Marvin's prior counsel as attorney of record on the docket, Respondent's failure to address the amount of fees paid or due to prior counsel in the Amended Plan, and Respondent's failure to file the necessary Rule 2016(b) disclosure statement to support his request for attorney fees to be paid through the Amended Plan.

19. Respondent did not resolve, respond to or provide the Trustee with documentation regarding any of the issues raised in the Trustee's January or June Recommendations. If this case proceeded to a hearing, Respondent would testify that his failure to file a substitution of counsel and information pertaining to his fees was an oversight that he regrets. He would further testify that the other information depended on Marvin's compliance, and that Respondent was working with Marvin to bring him into compliance such that Respondent would be in a position to respond appropriately to the Trustee's Recommendations.

20. Respondent did not file any motions to extend time to comply with the Trustee's Recommendations or with the payment plan. Respondent's position is that no such motion was legally required, and moreover, that at the time, Respondent did not have a good faith basis to move for an extension because Marvin was in default

on his payments and had not presented Respondent with a plan for paying the arrearages and future plan payments. Respondent contends that he was working with his client to try to determine if compliance would be possible. .

21. On August 9, 2017, the Trustee filed a proposed *Dismissal Order*. Respondent did not object to the dismissal or file a motion to set the matter for a hearing. The Court signed the Dismissal Order on August 21, 2017.

22. On August 22, 2017, Ms. Ritz recorded a Notice of Trustee's Sale with the auction date listed as November 28, 2017. Respondent contends that Ritz was not entitled to recover on the Trustee's Sale until the first mortgage lienholder was paid in full, and that the sale of the home would not have been sufficient to satisfy the first priority lien or pay Ritz any amount.

23. On September 15, 2017, Respondent filed a *Stipulation to Reinstate Case* that was signed by the Trustee, and Marvin's case was reopened on October 3, 2017 which resulted in the postponement of Ms. Ritz's Trustee's Sale. Respondent contends that the filing of the Stipulation to Reinstate was proper under the law and proper to protect the interests of the client.

24. Marvin, without Respondent's involvement, successfully negotiated a deal with Marvin's first mortgage creditor to stop them from pursuing a Trustee Sale.

Marvin breached the terms of the agreement by defaulting on his mortgage payments. The automatic stay on Marvin's home was terminated in December 2017, and Ms. Ritz and the first mortgage creditor both noticed Trustee Sales.

25. The Trustee moved to dismiss Marvin's case on May 21, 2018, because Marvin had defaulted on his plan payments and had not shown just cause for the default. Respondent contends this default was beyond his control.

26. In August 2018 Respondent conferred with Marvin about upcoming Trustee Sales. Respondent contends that, during the call, Marvin informed him that Marvin's spouse, Madeline Rousselow ("Madeline"), was in such poor health that Marvin believed she would die if the home sold and the couple was forced to move. Respondent advised Marvin that his spouse, Madeline Rouseselow ("Madeline"), could file for bankruptcy protection in Madeline's name and stop the foreclosure sale. Respondent was aware that the house was only titled in Marvin's name; however, Respondent believed based on his experience that Madeline had a community property interest in the home, and that such interest gave her a legal right to seek protection through a Chapter 13 bankruptcy.

27. On August 6, 2018, Respondent filed a *Certificate of Service and No Objections* in Marvin's case and was granted an order for his \$4,500.00 in attorney fees.

28. Respondent began drafting a Voluntary Chapter 13 Petition on Madeline's behalf.

29. Respondent did not obtain a signed fee agreement from Madeline.

30. Marvin sent Respondent a copy of Madeline's Social Security Card and proof of completion of the credit counseling course, and Respondent sent Marvin a copy of the Chapter 13 Petition for Madeline to sign.

31. On August 14, 2018, without seeking approval from the Court or providing notification to the creditors, Marvin executed a quitclaim deed on his home and transferred title to the property from himself individually to himself and Madeline. Respondent contends that he was unaware of Marvin's action.

32. On the same day as the title transfer, Respondent filed Madeline's Chapter 13 Petition. Respondent contends that he talked to Madeline on the telephone to confirm the contents of the Petition and received her authority to file the Petition.

33. Respondent incorrectly reported on Madeline's Petition that she had not filed for bankruptcy within the last eight years. Madeline in fact had filed at least three bankruptcies in the prior eight years. Respondent contends that he did not know about the prior bankruptcies and that Madeline had told him there had not been any.

34. Respondent mistakenly reported on Madeline's Petition that there were no bankruptcy cases pending or being filed by a spouse; as Marvin's attorney, Respondent knew that Marvin's case was still pending. Respondent contends this was not an intentional misstatement in the Petition.

35. The Petition was accompanied by a Verification of Creditor that was electronically signed by Madeline and contained a statement that she verified "that the attached list of creditors is true and accurate to the best of [her] knowledge." The attached list of creditors did not include Ms. Ritz, the first mortgage lienholder, or the IRS, though all three had claimed a secured interest in Madeline's property. Respondent contends these were not an intentional misstatement in the Petition.

36. On August 17, 2018, Respondent moved to dismiss Marvin's bankruptcy case because "there was little purpose to being in the case any longer."

37. The Bankruptcy Court issued an Order for Madeline's Schedules and Statements to be filed by August 28<sup>th</sup> and submit her filing fee by August 29<sup>th</sup>.

38. On August 28<sup>th</sup>, the day the Schedules and Statements were due, Respondent filed a *Motion to Extend Time to File Chapter 13 Plan and Schedules and Statements*. While the Court granted the motion with respect to the filing deadline, Respondent failed to submit payment for Madeline's filing fees by August 29<sup>th</sup> and failed to ask for an extension of time to submit the payment; the Court dismissed Madeline's case on September 5, 2018.

39. On September 18, 2018, Respondent successfully moved to reinstate Madeline's case, paid the filing fee, and filed Madeline's Schedules and Statements and Chapter 13 Plan.

40. In Madeline's Schedule A, Respondent listed Madeline's home, which was the real property that was subject to pending Trustee Sales, but Respondent mistakenly reported in Schedule D that the property was not secured by any claims or liens. Respondent contends this was not an intentional misstatement.

41. Respondent failed to list Ms. Ritz, the first mortgage lienholder, and the IRS as secured creditors in the Schedules and Statements. Respondent contends this was not an intentional misstatement.

42. Respondent did not list all of Madeline's assets to include an outstanding claim to Marvin's past disability income and personal property to

include electronics. Respondent contends that Marvin failed to inform him of this information despite being asked.

43. Respondent mistakenly reported that Madeline did not have any bank accounts when Madeline required a bank account for her social security income, which Respondent had listed on Madeline's Schedule I. Respondent contends that Madeline was convinced she did not have a bank account.

44. Respondent reported on Madeline's Statement of Financial Affairs for Individuals Filing for Bankruptcy that Madeline had not been a party in any lawsuit, court action, or administrative proceeding in the past year. Respondent did not recall that Madeline was listed as a party to a lawsuit filed by the Arizona Attorney General's Office against the Rousselows in a consumer fraud action since Respondent was hired by Marvin in April 2017 to represent him in the matter, and the lawsuit was still pending within a year of Madeline's bankruptcy filing.

45. Though Respondent did not have a signed fee agreement with Madeline, Respondent filed a Disclosure of Compensation of Attorney for Debtor on September 18, 2018, and indicated that he agreed to accept \$4,500.00 for representing Madeline and was owed the full balance. Respondent contends this was

an accurate description of the oral agreement he had with Madeline in regard to his legal services.

46. In the Chapter 13 Plan filed the same day, Respondent listed the first mortgage creditor as the only recipient of plan payments other than Respondent and the Trustee. Respondent included the IRS and ADOR as unsecured priority creditors that would not be paid through the Plan. Respondent did not list Ms. Ritz on the Plan.

47. Unaware that the property had been quitclaim deeded to Madeline or that Madeline had filed for bankruptcy, Ms. Ritz scheduled a Trustee Sale for September 26, 2018. In preparation for her sale, unbeknownst to Respondent, Ms. Ritz cured the first position default of the real property loan by paying the past due amount of \$25,901.73 owed to the first lienholder. Once the first loan was reinstated, the lienholder cancelled their foreclosure sale that had been scheduled for September 19, 2018.

48. Ms. Ritz learned of Madeline's bankruptcy filing prior to the sale and filed an *Announcement of Postponement*.

49. At her 341 hearing on October 17, 2018, Madeline testified that she filed bankruptcy to keep the property that was transferred to her on the petition date.



50. Ms. Ritz's attorney filed a *Motion to Dismiss* Madeline's case with prejudice on October 29, 2018, for abuse of the bankruptcy process.

51. On October 29, 2018, Respondent filed amended schedules in Madeline's case and listed Ms. Ritz and the first lienholder as creditors with secured interests in the home but still failed to list the IRS as a secured creditor though the IRS had secured a tax lien against the real property in 2013. Respondent contends this was not an intentional omission.

52. Following an evidentiary hearing, Bankruptcy Court Judge Paul Sala dismissed Madeline's case with prejudice "for bad faith as an abuse of the bankruptcy process and for egregious behavior under the totality of the circumstances test and the factors set forth *In re Leavitt*, 171 F.3d 1210 (9<sup>th</sup> Cir. 1999)."

53. Judge Sala found "an unfair manipulation of the bankruptcy code" because of the misrepresentations that caused injury to Ms. Ritz and "the unauthorized and undisclosed transfer of property" during the pending bankruptcy case to prevent the foreclosure on the property.

54. Judge Sala further ordered Madeline barred from filing a subsequent bankruptcy petition for a period of 180 days and mandated that any bankruptcy case

filed within 180 days by Marvin or another entity purporting to claim the real property as an asset be assigned to Judge Sala.

55. The Court did not make specific findings regarding Respondent's conduct and awarded Respondent attorney fees. Judge Sala did not refer Respondent to the State Bar.

56. Shortly after Madeline's case was dismissed, Respondent filed an *Application for Temporary Restraining Order (Without Notice)* and *Application for Order to Show Cause* in Maricopa County Superior Court to halt Ms. Ritz's Trustee Sale set for March 19, 2019.

57. Judge Sala was alerted to the civil action and amended his prior ruling by extending the time Madeline was barred from filing bankruptcy to 365 days and similarly extended the time for Judge Sala to be assigned to any case filed by Marvin.

58. In the civil case, the Court granted Respondent's request for a preliminary injunction against foreclosure of the Rousselow's home based on evidence presented at an evidentiary hearing that Ms. Ritz agreed to modify "the deed of trust in a way that does not convey the ability to foreclose on the property ... in the event of a default."

59. On September 30, 2019, Respondent filed a *Notice of Settlement* in the civil case, and the case has been placed on the Dismissal Calendar pending a completion of the settlement documents.

### **CONDITIONAL ADMISSIONS**

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

Respondent conditionally admits that he violated Rule 42, Ariz. R. Sup. Ct., specifically ERs 1.3, 1.4, 1.5(b), 3.1, 3.2, and 8.4(d).

### **CONDITIONAL DISMISSALS**

The State Bar has conditionally agreed to dismiss allegations that Respondent lacked candor or engaged in dishonest conduct in violation of Rule 42, Ariz. R. Sup. Ct., specifically ERs 3.3 and 8.4(c).

### **RESTITUTION**

Restitution is not an issue in this matter.

### **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 sanctions are

appropriate: Order of Admonition with Probation for two (2) years, **the terms of which will consist of:**

1. LOMAP: Respondent shall contact the State Bar Compliance Monitor at (602) 340-7258, within 10 days from the date of service of this Order. Respondent shall submit to a LOMAP examination of their office procedures. Respondent shall sign terms and conditions of participation, including reporting requirements, which shall be incorporated herein. Respondent will be responsible for any costs associated with LOMAP.
2. CLE: In addition to annual MCLE requirements, Respondent shall complete the following Continuing Legal Education ("CLE") program(s): *Practice Management Institute* and *Practice Management Essentials: Tools for Avoiding Nasty Surprises* within 90 days from the date of service of this Order. Respondent shall provide the State Bar Compliance Monitor with evidence of completion of the program(s) by providing a copy of handwritten notes. Respondent should contact the Compliance Monitor at 602-340-7258 to make arrangements to submit this evidence. Respondent will be responsible for the cost of the CLE.

Respondent shall commit no further violations of the Rules of Professional Conduct.

### **NON-COMPLIANCE WITH PROBATION**

If Respondent fails to comply with any of the foregoing probation terms and the State Bar of Arizona receives information thereof, 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 Respondent breached a term of probation and, if so, to recommend an appropriate sanction. If the State Bar alleges 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.

If Respondent violates any of the terms of this agreement, the State Bar may bring further discipline proceedings.

### **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, the Court considers 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* 4.4 Lack of Diligence is the appropriate *Standard* given the facts and circumstances of this matter. *Standard* 4.43 provides: "Reprimand is generally appropriate when a lawyer is negligent and does not act with reasonable diligence in representing a client, and causes injury or potential injury to a client." Respondent negligently failed to file required documentation in Marvin's bankruptcy in compliance with the Trustee's Recommendation, and Respondent also negligently failed to verify that Madeline's Petition and Schedules were accurate before filing them in with the Court, and due, at least in part, to

Respondent's omission of creditors, Madeline's bankruptcy case was dismissed with prejudice.

The parties agree that *Standard 6.13* is also applicable. *Standard 6.13* states, "Reprimand is generally appropriate when a lawyer is negligent either in determining whether statements or documents are false or in taking remedial action when material information is being withheld, and causes injury or potential injury to a party to the legal proceeding, or causes an adverse or potentially adverse effect on the legal proceeding." Respondent negligently failed to verify the accuracy of the information reported in Madeline's Petition, such as whether she had previously filed for bankruptcy protection within the last eight years, had a spouse with a pending bankruptcy case, or was a party to a lawsuit within the last year. Respondent's negligent completion and submission of Madeline's bankruptcy filings burdened the Court and Ms. Ritz, which was prejudicial to the administration of justice.

**The duty violated**

Respondent's conduct violated his duty to his clients and the legal system.

**The lawyer's mental state**

For the purposes of this agreement, the parties agree that Respondent negligently failed to act with diligence and that his conduct was in violation of the Rules of Professional Conduct.

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

For the purposes of this agreement, the parties agree that there was potential harm to the clients and actual harm to the legal system.

**Aggravating and mitigating circumstances**

The presumptive sanction is Reprimand. The parties conditionally agree that the following aggravating and mitigating factors should be considered:

**In aggravation:**

- a) 9.22(c) a pattern of misconduct;
- b) 9.22(d) multiple offenses.

**In mitigation:**

- a) 9.32(a) absence of a prior disciplinary record;
- b) 9.32(b) absence of a dishonest or selfish motive;
- c) 9.32(e) full and free disclosure to bar counsel or cooperative attitude toward proceedings;



d) 9.32(f) inexperience in the practice of law—Respondent was admitted in 2014.

### **Discussion**

The parties have conditionally agreed that, upon application of the aggravating and mitigating factors to the facts of this case, the presumptive sanction should be mitigated to Admonition with Probation.

The agreement for Admonition with Probation was based on the following: Respondent took over Marvin's bankruptcy from a disbarred attorney after the case was already in disarray. As time went on, Respondent learned that Marvin, although well intentioned, repeatedly failed to follow through on his commitments. Respondent made mistakes, but they were made under exigent circumstances and with good intentions. The issues involving Ms. Ritz disappeared from the case after her attorney realized that she did not have a valid creditor claim to Rousselow's home. After that occurred, Respondent focused on trying to get Marvin into compliance, not on Ms. Ritz because for a significant period of time she did not take any actions that indicated she still was an active participant in the bankruptcy. Respondent did not advise Marvin to quitclaim his interest in the home to Madeline. Respondent believed that Madeline had a community property interest in the home

in any event. Respondent believed that Marvin was truthful when he said that Madeline, if forced to move from the couple's home, would die, because Madeline is elderly and has health issues. Respondent made mistakes that he has recognized, but he believed that his actions were all within the law, procedure and practices of the Bankruptcy Court.

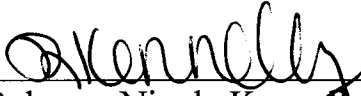
The parties have conditionally agreed that a greater or lesser sanction would not be appropriate under the facts and circumstances of this matter. Based on the *Standards* and in light of the facts and circumstances of this matter, the parties conditionally agree that the sanction set forth above is 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. In re *Peasley*, 208 Ariz. 2764 (2004). 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 Admonition with Probation and the imposition of costs and expenses. A proposed form of order is attached hereto as Exhibit C.

DATED this 2<sup>nd</sup> day of December, 2019.

**STATE BAR OF ARIZONA**

  
\_\_\_\_\_  
Rebecca Nicole Kennedy  
Staff Bar Counsel

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

DATED this \_\_\_\_\_ day of December, 2019.

\_\_\_\_\_  
Nathan Andrew Finch  
Respondent

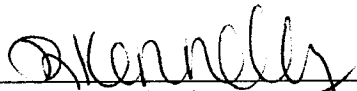
DATED this \_\_\_\_\_ day of December, 2019.

Jennings Strouss & Salmon PLC

\_\_\_\_\_  
J. Scott Rhodes  
Counsel for Respondent


DATED this 2<sup>nd</sup> day of December, 2019.

STATE BAR OF ARIZONA

  
\_\_\_\_\_  
Rebecca Nicole Kennedy  
Staff Bar Counsel

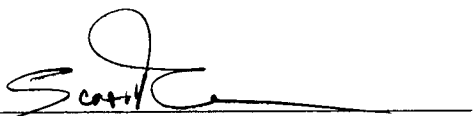
This agreement, with conditional admissions, is submitted freely and voluntarily and not under coercion or intimidation.

DATED this 3<sup>rd</sup> day of December, 2019.

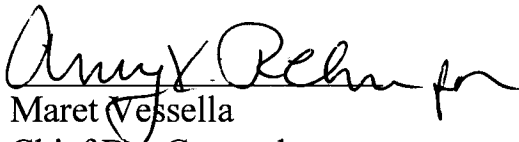
  
\_\_\_\_\_  
Nathan Andrew Finch  
Respondent

DATED this 3<sup>rd</sup> day of December, 2019.

Jennings Strouss & Salmon PLC

  
\_\_\_\_\_  
J. Scott Rhodes  
Counsel for 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 4<sup>th</sup> day of December, 2019.

Copy of the foregoing emailed  
this 4<sup>th</sup> day of December, 2019, to:

The Honorable William J. O'Neil  
Presiding Disciplinary Judge  
Supreme Court of Arizona  
1501 West Washington Street, Suite 102  
Phoenix, Arizona 85007  
E-mail: [officepdj@courts.az.gov](mailto:officepdj@courts.az.gov)

Copy of the foregoing mailed/emailed  
this 4<sup>th</sup> day of December, 2019, to:

J. Scott Rhodes  
Jennings Strouss & Salmon PLC  
One E Washington St Ste 1900  
Phoenix, AZ 85004-2554  
Email: [srhodes@jsslaw.com](mailto:srhodes@jsslaw.com)  
Respondent's Counsel

Copy of the foregoing hand-delivered  
this 4<sup>th</sup> day of December, 2019, to:

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

by:   
RNK/sab

**EXHIBIT A**

**Deanna M Ritz  
8738 E Bonita Dr  
Scottsdale, AZ 85250**

Rebecca Kennelly, Bar Counsel  
State Bar of Arizona  
4201 N. 24th St., Suite 100  
Phoenix, AZ 85016-6266

November 27, 2019

Re: Nathan Finch

Ms. Kennelly:

I object to the consent agreement as submitted by Mr. Finch.

My personal decisions were based on Bankruptcy law where the debtor via his/her attorney is required to list all creditors in the bankruptcy petition. By excluding my IRA from the list of creditors in Madeline's bankruptcy filing, I made decisions based on the fact that there was no bankruptcy in effect at that time. If my IRA had been listed as a creditor I would not have made the same decisions I made to protect my interest in the lien.

The exclusion, of CAMA Plan FBO Deanna M Ritz, by Mr. Finch, from Madeline's bankruptcy petition has caused me substantial financial harm.

Please let me know if you need any additional information from me regarding this consent agreement.

Thank you for your time and assistance in this matter.

Sincerely,  
Deanna M Ritz



**EXHIBIT B**

## Statement of Costs and Expenses

In the Matter of a Member of the State Bar of Arizona  
Nathan Andrew Finch, Bar No. 031279, Respondent

File No. 19-0468

### 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

02/19/19	PACER investigation	\$ 20.30
04/16/19	PACER investigation	\$ 8.90
07/02/19	PACER investigation	\$ 18.60
Total for staff investigator charges		\$ 47.80

TOTAL COSTS AND EXPENSES INCURRED \$ 1,247.80

**EXHIBIT C**

**BEFORE THE PRESIDING DISCIPLINARY JUDGE**

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

**NATHAN ANDREW FINCH,  
Bar No. 031279,**

**PDJ 2019-9063**

**FINAL JUDGMENT AND  
ORDER**

State Bar No. 19-0468

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

Accordingly:

**IT IS ORDERED** that Respondent, **Nathan Andrew Finch**, is **Admonished** for his conduct in violation of the Arizona Rules of Professional Conduct, as outlined in the consent documents.

**IT IS FURTHER ORDERED** that Respondent is placed on probation for a period of two (2) years. The terms of probation are:

- a) LOMAP: Respondent shall contact the State Bar Compliance Monitor at (602) 340-7258, within 10 days from the date of service of this Order.

Respondent shall submit to a LOMAP examination of their office procedures. Respondent shall sign terms and conditions of participation, including reporting requirements, which shall be incorporated herein. Respondent will be responsible for any costs associated with LOMAP.

- b) CLE: In addition to annual MCLE requirements, Respondent shall complete the following Continuing Legal Education ("CLE") program(s): *Practice Management Institute* and *Practice Management Essentials: Tools for Avoiding Nasty Surprises* within 90 days from the date of service of this Order. Respondent shall provide the State Bar Compliance Monitor with evidence of completion of the program(s) by providing a copy of handwritten notes. Respondent should contact the Compliance Monitor at 602-340-7258 to make arrangements to submit this evidence. Respondent will be responsible for the cost of the CLE.

Respondent shall commit no further violations of the Rules of Professional Conduct.

**IT IS FURTHER ORDERED** that Respondent pay the costs and expenses of the State Bar of Arizona in the amount of \$1,247.80, within 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 30 days from the date of service of this Order.

**DATED** this \_\_\_\_\_ day of December, 2019.

---

**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 December, 2019.

Copies of the foregoing mailed/mailed  
this \_\_\_\_\_ day of December, 2019, to:

J Scott Rhodes  
Jennings Strouss & Salmon PLC  
One E Washington St Ste 1900  
Phoenix, AZ 85004-2554  
Email: [srhodes@jsslaw.com](mailto:srhodes@jsslaw.com)  
Respondent's Counsel

Copy of the foregoing emailed/hand-delivered  
this \_\_\_\_ day of December, 2019, to:

Rebecca Nicole Kennelly  
Staff Bar Counsel  
State Bar of Arizona  
4201 N 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 December, 2019, to:

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

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

**BEFORE THE PRESIDING DISCIPLINARY JUDGE**

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

**NATHAN ANDREW FINCH,**  
**Bar No. 031279**

Respondent.

**PDJ 2019-9063**

**DECISION ACCEPTING  
DISCIPLINE BY CONSENT**

[State Bar No. 19-0468]

**FILED DECEMBER 12, 2019**

Under Rule 57(a), Ariz. R. Sup. Ct.,<sup>1</sup> an Agreement for Discipline by Consent (“Agreement”), was filed on December 4, 2019. A probable cause order, formal complaint and answer preceded the Agreement. The State Bar of Arizona is represented by Staff Bar Counsel Rebecca N. Kennelly. Mr. Finch is self-represented by J. Scott Rhodes, *Jennings Strouss & Salmon PLC*.

Rule 57 requires admissions be tendered solely “...in exchange for the stated form of discipline....” Under that rule, the right to an adjudicatory hearing is waived only if the “...conditional admission and proposed form of discipline is approved....” If the agreement is not accepted, those conditional admissions are automatically withdrawn and shall not be used against the parties in any subsequent proceeding. Mr. Finch has voluntarily waived the right to an adjudicatory hearing, and waived all motions, defenses, objections or requests that could be asserted upon approval of the

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<sup>1</sup> Unless otherwise stated all Rule references are to the Ariz. R. Sup. Ct.



proposed form of discipline. Notice of the Agreement and an opportunity to object within five (5) days pursuant to Rule 53(b)(3) was given to Complainant by email on November 27, 2019. Complainant objected to the sanction based on the financial harm she incurred. However, consequences such as monetary damages and restitution are best left to the civil courts. *Matter of Murphy*, 188 Ariz. 375 (1997).

The Agreement details a factual basis to support the conditional admissions. It is incorporated by this reference. Mr. Finch admits he violated Rule 42, ER1.3 (diligence), 1.4 (communication), 1.5(b) (fees), 3.1 (meritorious claims and contentions), 3.2 (expediting litigation), and 8.4(d) (conduct prejudicial to the administration of justice). The parties stipulate to an admonition with two (2) years of probation under the Law Office Management Assistance Program (LOMAP), proof of completion of specified continuing legal education within 90 days, and the payment of costs of \$1,247.80 within 30 days from this order.

The factual basis for the agreement is stated within the agreement and is incorporated by this reference. The parties agree Mr. Finch negligently failed to act with diligence in violation of the ethical rules cited above. They agree there was potential harm to the clients and actual harm to the legal system. The presumptive sanction is reprimand.

The parties agree aggravating factors 9.22(c) pattern of misconduct, and 9.22(d) multiple offenses are present. In mitigation are factors 9.32 (a) absence of prior

disciplinary offenses, (b) absence of selfish or dishonest motive, (e), full and free disclosure and cooperative attitude towards proceedings, and (f), inexperience in the practice of law. Considering the circumstances and facts, the parties stipulate that a reduction in the presumptive sanction of reprimand to admonition with terms of probation under LOMAP with CLE is appropriate.

**IT IS ORDERED** accepting the Agreement and incorporating it with any supporting documents by this reference. A final judgment and order is signed this date.

**DATED** this 12<sup>th</sup> day of December 2019.

*William J. O'Neil*

---

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

COPY of the foregoing e-mailed/mailed  
on this 12th day of December 2019, to:

Rebecca N. Kennelly.  
State Bar of Arizona  
4201 N 24<sup>th</sup> Street, Suite 100  
Phoenix, Arizona 85016-6266  
Email: LRO@staff.azbar.org

J. Scott Rhodes  
Jennings Strouss & Salmon PLC  
One E. Washington Street, Suite 1900  
Phoenix, AZ 85004-2554  
Email: srhodes@jsslaw.com  
Counsel for Respondent

by: BEnsign

**BEFORE THE PRESIDING DISCIPLINARY JUDGE**

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

**NATHAN ANDREW FINCH,  
Bar No. 031279**

Respondent.

**PDJ 2019-9063**

**FINAL JUDGMENT AND  
ORDER**

[State Bar No. 19-0468]

**FILED DECEMBER 12, 2019**

The Presiding Disciplinary Judge accepted parties' Agreement for Discipline by Consent pursuant to Rule 57(a), Ariz. R. Sup. Ct.

Accordingly:

**IT IS ORDERED** Respondent, **NATHAN ANDREW FINCH, Bar No. 0312769**, is admonished for his conduct in violation of the Arizona Rules of Professional Conduct, as outlined in the consent documents.

**IT IS FURTHER ORDERED** Respondent is placed on probation for a period of two (2) years. The terms of probation are:

- a) Law Office Management Assistance Program (LOMAP): Respondent shall contact the State Bar Compliance Monitor at 602-340-7258, within ten (10) days from the date of this order. Respondent shall submit to a

LOMAP examination of his office procedures. Respondent shall sign terms and conditions of participation which shall include reporting requirements, which shall be incorporated herein. Respondent shall be responsible for any costs associated with LOMAP.

- b) Continuing Legal Education (CLE): In addition to MCLE requirements, Respondent shall complete the following Continuing Legal Education (“CLE”) program(s): *Practice Management Institute and Practice Management Essentials: Tools for Avoiding Nasty Surprises* within 90 days from the date of this order. Respondent shall provide the State Bar Compliance with evidence of completion of the program as required in the agreement and shall be responsible for the cost of the CLE.

Respondent shall commit no further violations of the Rules of Professional Conduct.

**IT IS FURTHER ORDERED** Respondent shall pay the costs and expenses of the State Bar of Arizona in the amount of \$1,247.80, within thirty (30) days from the date of this order. There are no costs incurred by the Office of the Presiding Disciplinary Judge in these proceedings.

**DATED** this 12<sup>th</sup> day of December, 2019.

*William J. O'Neil*

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

Copies of the foregoing mailed/mailed  
This 12<sup>th</sup> day of December, 2019, to:

Rebecca N. Kennelly  
State Bar of Arizona  
4201 N 24<sup>th</sup> Street, Suite 100  
Phoenix, Arizona 85016-6266  
Email: LRO@staff.azbar.org

J. Scott Rhodes  
Jennings Strouss & Salmon PLC  
One E. Washington Street, Suite 1900  
Phoenix, AZ 85004-2554  
Email: srhodes@jsslaw.com  
Counsel for Respondent

by: BEnsign