

**BEFORE THE PRESIDING DISCIPLINARY
JUDGE**

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

WILLIAM L. KETCHAM,
Bar No. 010322

Respondent.

PDJ 2014-9104

FINAL JUDGMENT AND ORDER

[State Bar No. 14-0219]

FILED MARCH 27, 2015

The Presiding Disciplinary Judge of the Supreme Court of Arizona, having reviewed the Agreement for Discipline by Consent filed on March 23, 2015 pursuant to Rule 57(a), Ariz. R. Sup. Ct., hereby accepts the parties' proposed agreement. Accordingly:

IT IS HEREBY ORDERED Respondent, **William L. Ketcham**, is hereby suspended for a period of thirty (30) days for his conduct in violation of the Arizona Rules of Professional Conduct, as outlined in the consent documents, effective July 1, 2015.

IT IS FURTHER ORDERED upon reinstatement, Respondent shall be placed on probation for a period of one (1) year. The probation period will commence upon reinstatement and will conclude one (1) year from that date.

IT IS FURTHER ORDERED during the probation period of one (1) year, Respondent shall complete the following:

MAP

Respondent shall contact the State Bar Compliance Monitor, at (602) 340-7258, within twenty (20) days of the effective date of the suspension ordered under this final judgment and order to schedule an assessment. The Compliance Monitor shall develop "Terms and Conditions of Probation" if the results of the assessment so indicate and the terms shall be incorporated herein by reference. Respondent shall be responsible for any costs associated with participation with compliance.

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) 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.

IT IS FURTHER ORDERED Respondent shall comply with all provisions of Rule 72 regarding notification to clients and others. Additionally, for the purposes of Rule 72, Ariz. R. Sup. Ct., only, the entry date of this Order is deemed to be June 1, 2015.

IT IS FURTHER ORDERED that Respondent pay the costs and expenses of the State Bar of Arizona in the amount of \$1,401.81, within 30 days from the date of service of this Order. 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 27th day of March, 2015.

William J. O'Neil

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

Copies of the foregoing mailed/mailed
this 27th day of March, 2015.

Peter Akmajian
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Respondent's Counsel

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by: JAlbright

**BEFORE THE PRESIDING DISCIPLINARY
JUDGE**

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

**WILLIAM L. KETCHAM,
Bar No. 010322**

Respondent.

PDJ-2014-9104

**DECISION ACCEPTING
CONSENT FOR DISCIPLINE**

[State Bar No. 14-0219]

FILED MARCH 27, 2015

On November 24, 2014, the Attorney Discipline Probable Cause Committee ("ADPCC") issued a Probable Cause Order and on December 19, 2012, the State Bar filed its formal complaint. An answer was filed on January 27, 2015. An Agreement for Discipline by Consent (Agreement) was filed on March 23, 2015, under Supreme Court Rule 57(a).

Supreme Court Rule 57(a) authorizes filing consent agreements with the presiding disciplinary judge ("PDJ") after the authorization to file a complaint. Rule 57(a)(3)(B), specifically provides:

If the agreement is reached before the authorization to file a formal complaint and the agreed upon sanction includes a reprimand or suspension, or if the agreement is reached after the authorization to file a formal complaint, the agreement shall be filed with the disciplinary clerk to be presented to the presiding disciplinary judge for review. The presiding disciplinary judge, in his or her discretion or upon request, may hold a hearing to establish a factual basis for the agreement and may accept, reject, or recommend the agreement be modified.

Supreme Court Rule 57 also requires that conditional admissions be tendered solely "...in exchange for the stated form of discipline...." The right to an adjudicatory

hearing is waived only if the "...conditional admissions and proposed form of discipline is approved..." If the agreement is not accepted, the conditional admissions are automatically withdrawn and shall not be used against the parties in any subsequent proceeding. Rule 57(a)(4)(C), Ariz. R. Sup. Ct.

Notice of this agreement was provided to the complainant by letter March 2, 2015, under Supreme Court Rule 53(b)(3). Complainant was also notified of the opportunity to file any written objection to the Agreement with Bar Counsel within five days of bar counsel's notice. No objection has been filed.

Mr. Ketcham was retained by the complainant on November 20, 2009, with a memorandum of engagement defining the scope of representation. His billing statements demonstrated that his legal services spanned from November 20, 2009 through January 2012.

On December 7, 2009, complainant invited Mr. Ketcham to a business meeting over dinner. On December 8, 2009, Mr. Ketcham informed complainant by e-mail that any romantic involvement would violate the rules of the State Bar. Emails were exchanged and as no romantic relationship had yet occurred, he directed the complainant to forward the redraft letter, and stated "at this point, I can still be your attorney." Complainant responded that she wanted to move forward on a personal level, but offered to proceed on a friendly professional level as client/attorney in the alternative.

On December 16, 2009, Mr. Ketcham and the complainant entered into a sexual relationship. On December 17, 2009, Mr. Ketcham reiterated his concern about violating the ethical rules, but failed to explain why such a relationship with a client would violate the rules. One year into their sexual relationship, complainant

volunteered to loan Mr. Ketcham \$10,000.00 (interest free, unsecured, and with no deadline) to assist him with his child custody proceedings. Mr. Ketcham accepted the offer but failed to advise the client to seek independent legal advice and never obtained her informed consent.

The romantic relationship ended on January 18, 2012 for reasons unrelated to Mr. Ketcham's legal representation. On January 19, 2012, complainant terminated Mr. Ketcham. On February 2, 2012, complainant directed Mr. Ketcham to repay the loan by February 9, 2012. Mr. Ketcham sought to offset attorney fees owed him for \$1590. Complainant agreed to exchange checks instead. Mr. Ketcham paid the complainant \$8,140.00 (less \$1590.00 complainant owed in legal fees) on February 20, 2012. Complainant objected to his withholding of \$1590.00 and Mr. Ketcham thereafter provided complainant with a check for \$1590.00 on February 27, 2012.

Mr. Ketcham conditionally admits to violating Supreme Court Rule 42, specifically, ER 1.8(a) (business transaction w/client) and 1.8(j) (sexual relations w/client).

Under Rule 57(a)(4), the PDJ "shall accept, reject or recommend modification of the proposed agreement. The decision shall incorporate all or portions of the agreement, as appropriate." The rule requires the PDJ to independently weigh the conditional admissions and determine whether the sanction under those conditional admissions is appropriate.

In considering a sanction, the PDJ is guided by the American Bar Association *Standards for Imposing Lawyer Sanctions (Standards)*. The parties stipulated the sanction is a 30 day suspension, effective July 1, 2015, one year of probation (CLE and MAP assessment), and imposing costs and expenses. *Standard 4.3, Failure to*

Avoid Conflicts of Interest, applies to Mr. Ketcham's violation of ER 1.7(a) and (j). *Standard* 4.42, provides that suspension is the appropriate sanction for knowing conflicts of interest violations and that suspension is the presumptive sanction.

Aggravating and Mitigating Factors:

Bar Counsel has asserted aggravating factor 9.22(b) (selfish or dishonest motive). Mitigating factors include 9.32(a) (absence of prior disciplinary record), 9.32(c) (personal and emotional problems) and (e) (full and free disclosure to disciplinary board or cooperative attitude toward proceedings).

The parties agreed that "because of extraordinary circumstances that Respondent presented to the State Bar" this judge would be requested to extend the time for the effective date of suspension to July 1, 2015. Under Rule 58(j), if this matter went to a contested proceeding before a hearing panel, the panel must complete the hearing within 150 days. That hearing panel, under Rule 58(k), would be required to issue a decision within 30 days thereafter. The hearing panel decision would be final 10 days later under Rule 60(b). By Rule 72(d), judgments imposing suspension are effective thirty days after entry. The rules require matters to be concluded not later than 220 days from the filing of the complaint.

Because of the extraordinary circumstances involved and the fact this agreement assures the matter is final and the judgment effective within 194 days of filing the complaint, the PDJ agrees to the proposed effective date of suspension.

The PDJ finds the parties have appropriately applied the *Standards* in arriving at the agreed upon sanction, accordingly:

IT IS ORDERED incorporating by this reference the Agreement and any supporting documents. Respondent agrees to pay costs associated with the disciplinary proceedings in the amount of \$1,401.81.

IT IS ORDERED the Agreement is accepted. A proposed final judgment and order was submitted simultaneously with the Agreement. Costs as submitted are approved for \$1,401.81. The proposed final judgment and order having been reviewed are approved and signed this date.

DATED this 27th day of March, 2015.

William J. O'Neil

William J. O'Neil, Presiding Disciplinary Judge

Copies of the foregoing were mailed/emailed this 27th day of March 2015 to:

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Respondent's Counsel

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by: JAlbright

OFFICE OF THE
PRESIDING DISCIPLINARY JUDGE
SUPREME COURT OF ARIZONA

MAR 23 2015

BY  FILED

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BEFORE THE PRESIDING DISCIPLINARY JUDGE

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

WILLIAM L. KETCHAM,
Bar No. 010322

Respondent.

PDJ 2014-9104

State Bar File No. 14-0219

**AGREEMENT FOR DISCIPLINE BY
CONSENT**

The State Bar of Arizona ("State Bar"), through undersigned Bar Counsel, and Respondent, William L. Ketcham, who is represented in this matter by counsel, Peter Akmajian, 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 and order is approved. Pursuant to Rule 53(b)(3), Ariz. R. Sup. Ct., notice of this agreement was provided to the complainant by letter on March 2, 2015. 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.

Respondent conditionally: (1) admits that his conduct, as set forth below, violated Rule 42, ERs 1.8(a) and ER 1.8(j) and (2) agrees to accept the following discipline: Thirty (30) day suspension followed by one (1) year of probation to include the Continuing Legal Education (CLE) course "Ten Deadly Sins of Conflict", a Member Assistance Program ("MAP") assessment, and any terms and conditions that MAP deems appropriate.

Respondent requested that his suspension not be effective until July 1, 2015. During a settlement conference that occurred on February 18, 2015, the settlement conference officer contacted the presiding disciplinary judge ("PDJ") and the PDJ indicated that he would approve of a July 1, 2015 effective date for Respondent's suspension. The State Bar does not object to a July 1, 2015 effective date for Respondent's suspension because of the extraordinary circumstances that Respondent presented to the State Bar. Respondent agrees to comply with Rule 72, Ariz. R. Sup. Ct.; however, given the effective date of the suspension, the parties agree that for purposes of Rule 72, Ariz. R. Sup. Ct., the date of entry of this order will be deemed to be June 1, 2015.

Respondent also agrees to pay the costs and expenses of the disciplinary proceeding, within 30 days from the date of this order, and if costs are not paid within

the 30 days, interest will begin to accrue at the legal rate.¹ The State Bar's Statement of Costs and Expenses is attached hereto as Exhibit A.

FACTS

GENERAL ALLEGATIONS

1. Respondent was licensed to practice law in Arizona on November 09, 1985.

COUNT ONE (File no. 14-0219/ Sekaquaptewa)

2. Mary Sekaquaptewa's ("Complainant") husband, Emory Sekaquaptewa ("Emory"), died in December of 2007. Emory was a University of Arizona professor. While married to Emory, Complainant worked as legal secretary/assistant to Michael Hornisher, a Tucson attorney.

3. On November 20, 2009, Complainant retained Respondent. She found him through Martindale-Hubbell.

4. When she retained Respondent, Complainant explained to Respondent that Emory had died two years earlier and that she inherited Emory's intellectual property and a manuscript. Complainant informed Respondent that she had an agreement with the University of Arizona for publication of the manuscript and that she wanted Respondent to review the agreement.

5. Respondent provided Complainant a "Memorandum of Engagement" defining the scope of services as: "Provide counsel on such issues and in connection

¹ 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.

with such matters as you may request from time to time, subject to our acceptance of your request.”

6. Respondent subsequently performed other additional work for Complainant, including registering a trade name for Complainant and reviewing a sales contract for her.

7. Respondent’s billing statements demonstrate that he performed legal work for Complainant from November 20, 2009 through January of 2012. There were, however, months when Respondent did not bill Complainant for any legal work during this time frame.

8. On December 7, 2009, Complainant asked to have a business meeting over dinner, writing: “Going out on a limb, if there is no one who might be offended (you included), would you like to take a quick tour and then meet over early dinner at one of the many nearby restaurants, my treat?”

9. In a December 8, 2009 email to Complainant, Respondent informed Complainant that “[t]he obstacles” to becoming romantically involved with her included “the rules of the State Bar. . . .”

10. Complainant responded to Respondent’s December 8, 2009 email and wrote: “I can be very discreet (and surely we can obey State Bar rules). . . . I would love to see you again, sans business. . . . Should I send you the A redraft letter for your review tomorrow? Or do you need to refer me to one of your competent colleagues?”

11. The next day, Respondent emailed Complainant: “A restless night has confirmed to me. . . that I’m left in a quandary and will be needing some time to wrestle a few dilemmas to the ground before I can feel comfortable knowing where

to go from here. The Bar thing would require you get another attorney, but that's doable. . . . As for the A letter, at this point I can still be your attorney (and happily so), so go ahead and send it over. Of course, if you're not comfortable with that, I'll totally understand and encourage you to take it to someone else." There was no sexual relationship between them at this point.

12. Complainant responded: "I am interested to move forward on a personal level" Complainant further responded: "Yet, in the alternative, I am willing to proceed on a friendly professional level as client/attorney. . . . I will tweak and send the A letter to you later today. Perhaps we can wrap up that one legal thing . . . (OR, if it drags on, do you have [a] recommendation for alternate counsel?)."

13. One week later, on December 16, 2009, Respondent and Complainant entered into a sexual relationship.

14. On December 17, 2009, Respondent emailed Complainant the following: "I'm still wrestling a little with how I want to deal with the rules issue because it occurred to me later that it's actually not just about what you choose to do (that I'm not concerned about), but also about what others might report. Who would want or think to do that, I don't know, but I do know that in the end the fact that you are not unhappy with the situation will make no difference to those who would be in charge of reviewing the matter. So, I don't know where I'm coming out on all that. Wherever I do, though, you can be confident that it will be in the interest of allowing the exploration to continue."

15. Complainant replied: "It seems to me . . . that . . . you are struggling with our now dual relationships. . . . I think the duality is not worth your exposure to any negative repercussions. . . . So it is probably best that I sacrifice our perfect

business connection for the more magical, personal one. . . . I have been refraining from putting 'new' Emory-related business on your plate."

16. Respondent never fully explained to Complainant why it would be an ethical issue for him to represent her while they engaged in a sexual relationship.

17. Complainant contends that while the relationship continued she at various times requested referrals to other attorneys because she did not believe the "dual relationship" was working. Respondent does not agree that Complainant continued to ask for referrals after about January of 2010.

18. Respondent did not provide Complainant with referrals.

19. Complainant contends that as a result she limited the scope of legal work that she requested Respondent perform for her. Complainant contends that she did not terminate her attorney-client relationship with Respondent because she believed it would negatively impact her romantic relationship with Respondent.

20. In 2011, approximately one year into their romantic relationship, Respondent initiated a child custody proceeding out of fear for his 11 year-old daughter's safety in her mother's household.

21. Respondent conveyed to Complainant that the child custody proceeding was a financial struggle for him. Respondent did not seek or request financial assistance from Complainant.

22. Consequently, Complainant volunteered to loan Respondent \$10,000 to assist him with the child custody proceedings. The loan would be interest-free, unsecured, and with no specified deadline for repayment.

23. Respondent accepted Complainant's offer. On February 10, 2011, Complainant wrote "I'm glad you accepted the offer. It makes me happy that you let me help. XX" On February 11, 2011, Complainant loaned Respondent the \$10,000.

24. Respondent never advised Complainant in writing or verbally that she should seek independent legal counsel before she loaned Respondent the \$10,000.

25. Complainant never provided Respondent her informed consent in writing relating to the \$10,000.

26. Respondent acknowledged the loan, including when he filed a spousal maintenance affidavit in Pima County Superior Court on November 16, 2011.

27. On January 18, 2012, the romantic relationship ended badly for reasons unrelated to Respondent's legal representation of Complainant.

28. On January 19, 2012, Complainant emailed Respondent and directed him not to do any more legal work for her.

29. On February 2, 2012, Complainant wrote Respondent: "You should also repay the loan I gave you, in full, on or before next Thursday, February 9."

30. Respondent replied: "On the money, please remember that I was reluctant to take it, and when you gave it to me, I said I wanted to pay it back, with interest. You emphasized at the time that you gave it on the understanding that when you did the money might just be gone and you could live with that. When you talked later about giving me more money to help with attorney's fees, you said the same thing. I don't intend for the money to be gone. I still intend to pay you back, but you know I can't do it now. I certainly wish I could."

31. The next day, on February 3, 2012, Complainant reiterated her demand for repayment of the loan. She emailed Respondent and stated: ". . . if by using

the word 'give' . . . , you're trying to infer now the funds were tendered or ever discussed in terms of anything other than a loan, you know that's not the case and I don't accept or agree with any suggestions they were anything other than a loan This is my second demand for payment on or before February 9. . . . You need to pay me back. . . ."

32. Respondent replied the next day stating "I owe you the money and unless I file for bankruptcy, you'll get it back. I just had the feeling from what you said that repayment would be on an 'as you are able' basis and there was no rush. But I get it. It's retribution."

33. On February 17, 2012, Respondent emailed Complainant: "You should receive a check in the mail today from the bank. It is for \$8,140. That's \$10,000 minus the \$1,590 outstanding on your legal bill. You are often particular about how you pay for things, so I don't know how you would prefer to handle your bill. I can either credit your bill and bring the balance to zero, sending you an invoice reflecting payment (and, yes, I will end up paying the \$1590 into the company so I will have to pay taxes on it), or you can pay the balance yourself, at which time I will send you a check for \$1590. Either way is fine. As the first way will sever our ties sooner, I'll go ahead and handle it that way on Tuesday unless I hear from you otherwise before then. I hope things are going well for you."

34. Complainant replied: "It's not okay to withhold \$1590 for legal fees. I'll pay it separately after you've paid the loan or I can send a courier to your office to make a swap." Complainant did not deny her obligation to pay Respondent the \$1,590.

35. Complainant received the check for \$8,140 from Respondent on February 20, 2014, saying "I did receive a check from your bank while I was away. It's still not okay for you to credit my balance with you against this loan. I can have someone stop by your office, front desk, to make a check swap for the balances owed this Friday, between 12:00 and 4:00. Let me know asap if that time-frame works for you ."

36. On February 22, 2012, Respondent replied: "Mary, life is just too short for this. I take it from what you have written that you do intend to pay your bill. I will rely on that and have the bank send you payment of the \$1590. The earliest they can deliver it is Monday. Please pay your bill as soon as you get it. Thank you."

37. On Monday, February 27, 2012, Complainant received the \$1,590 from Respondent's bank.

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 his conduct violated Rule 42, Ariz. R. Sup. Ct., specifically ER 1.8(a) and ER 1.8(j).

CONDITIONAL DISMISSALS

The State Bar has conditionally agreed to dismiss the ER 1.7 allegation because Respondent has conditionally admitted that he violated ER 1.8(a) and the State Bar pled an ER 1.7 violation solely in the alternative to ER 1.8(a) violation.

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: Thirty (30) day suspension followed by one (1) year of probation to include the Continuing Legal Education (CLE) course "Ten Deadly Sins of Conflict", a Member Assistance Program ("MAP") assessment, and any terms and conditions that MAP deems appropriate. The probation period will commence upon reinstatement and will conclude one (1) year from that date.

MAP

Respondent shall contact the State Bar Compliance Monitor, at (602) 340-7258, within twenty (20) days of the date of the final judgment and order to schedule an assessment. The Compliance Monitor shall develop "Terms and Conditions of Probation" if the results of the assessment so indicate and the terms shall be incorporated herein by reference. Respondent shall be responsible for any costs associated with participation with compliance.

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) 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 4.32* is the appropriate *Standard* given the facts and circumstances of this matter. *Standard 4.32* provides that “[s]uspension is generally appropriate when a lawyer knows of a conflict of interest and does not fully disclose to a client the possible effect of that conflict, and causes injury or potential injury to a client.” Respondent knew that entering into a sexual relationship with his client was an ethical rules violation but entered into such a relationship despite this knowledge. Indeed, in correspondence to his client, he referenced the rules of the State Bar as being obstacle to his entering into a sexual relationship with his client.

The duty violated

As described above, Respondent’s conduct violated his duty to his client.

The lawyer’s mental state

For purposes of this agreement, the parties agree that Respondent acting knowingly 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 potential harm to Respondent’s client.

Aggravating and mitigating circumstances

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

In aggravation:

Standard 9.22(b): Dishonest or selfish motive. There was no dishonesty by Respondent, but his decision to continue the personal relationship created a conflict of interest and supports the selfish motive factor.

In mitigation:

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

Standard 9.32(c): Personal or emotional problems. See Exhibit B.

Standard 9.32(e): Full and free disclosure to disciplinary board or cooperative attitude toward proceedings.

Discussion

The parties have conditionally agreed that a greater or lesser sanction would not be appropriate under the facts and circumstances of this matter. This agreement was based on the following: Suspension is the presumptive sanction. The State Bar gives great weight to Respondent's absence of a prior disciplinary record and his cooperation in these proceedings. Given the aggravating and mitigating factors, the parties believe that a suspension of thirty (30) days is appropriate and that this suspension, combined with the probation terms, is adequate to protect the public.

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 a thirty (30) day suspension, one (1) year of probation to include a MAP Assessment and the CLE "The Ten Deadly Sins of Conflict", and the imposition of costs and expenses. A proposed form order is attached hereto as Exhibit C.

DATED this 23 day of March, 2015.

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. I acknowledge my duty under the Rules of the Supreme Court with respect to discipline and reinstatement. I understand these duties may include notification of clients, return of property and other rules pertaining to suspension.

DATED this 23 day of March, 2015.



William L. Ketcham
Respondent

DATED this 23rd day of March, 2015.

Udall Law Firm LLP




Peter Akmajian
Counsel for Respondent

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 a thirty (30) day suspension, one (1) year of probation to include a MAP Assessment and the CLE "The Ten Deadly Sins of Conflict", and the imposition of costs and expenses. A proposed form order is attached hereto as Exhibit C.

DATED this 23rd day of March, 2015.

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. I acknowledge my duty under the Rules of the Supreme Court with respect to discipline and reinstatement. I understand these duties may include notification of clients, return of property and other rules pertaining to suspension.

DATED this _____ day of March, 2015.

William L. Ketcham
Respondent

DATED this _____ day of March, 2015.

Udall Law Firm LLP

Peter Akmajian
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 23rd day of March 2015.

Copies of the foregoing mailed/emailed
this 23rd day of March 2015 to:

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Respondent's Counsel

Copy of the foregoing emailed
this 23rd day of March, 2015, to:

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

Copy of the foregoing hand-delivered
this 23rd day of March, 2015, to:

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


by: 
NSK: jld

EXHIBIT A

Statement of Costs and Expenses

In the Matter of a Current Member of the State Bar of Arizona,
William L Ketcham, Bar No. 010322, Respondent

File No(s). 14-0219

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.

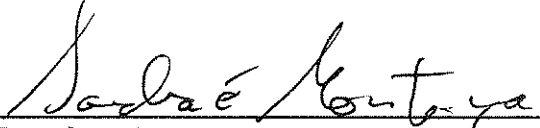
Factors considered in the administrative expense are time expended by staff bar counsel, paralegal, secretaries, typists, file clerks and messenger; and normal postage charges, telephone costs, office supplies and all similar factors generally attributed to office overhead. As a matter of course, administrative 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

07/30/14	Travel and mileage, to interview Complainant	\$ 64.96
02/18/15	Travel and mileage, to settlement conference	\$ 136.85
Total for staff investigator charges		\$ 201.81
TOTAL COSTS AND EXPENSES INCURRED		\$ 1,401.81



Sandra E. Montoya
Lawyer Regulation Records Manager

2-20-15
Date

EXHIBIT C

BEFORE THE PRESIDING DISCIPLINARY JUDGE

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

**William L. Ketcham,
Bar No. 010322,**

Respondent.

PDJ 2014-9104

FINAL JUDGMENT AND ORDER

State Bar No. 14-0219

The undersigned Presiding Disciplinary Judge of the Supreme Court of Arizona, having reviewed the Agreement for Discipline by Consent filed on March____, 2015 pursuant to Rule 57(a), Ariz. R. Sup. Ct., hereby accepts the parties' proposed agreement. Accordingly:

IT IS HEREBY ORDERED that Respondent, **William L. Ketcham**, is hereby suspended for a period of thirty (30) days for his conduct in violation of the Arizona Rules of Professional Conduct, as outlined in the consent documents, effective July 1, 2015.

IT IS FURTHER ORDERED that, upon reinstatement, Respondent shall be placed on probation for a period of one (1) year. The probation period will commence upon reinstatement and will conclude one (1) year from that date.

IT IS FURTHER ORDERED that, during the probation period of one (1) year, Respondent shall complete the following:

MAP

Respondent shall contact the State Bar Compliance Monitor, at (602) 340-7258, within twenty (20) days of the effective date of the suspension ordered under this

final judgment and order to schedule an assessment. The Compliance Monitor shall develop "Terms and Conditions of Probation" if the results of the assessment so indicate and the terms shall be incorporated herein by reference. Respondent shall be responsible for any costs associated with participation with compliance.

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) 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.

IT IS FURTHER ORDERED that for the purposes of Rule 72, Ariz. R. Sup. Ct., only, the entry date of this Order is deemed to be June 1, 2015.

IT IS FURTHER ORDERED that Respondent pay the costs and expenses of the State Bar of Arizona in the amount of \$1,401.81, 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 March, 2015.

**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 March, 2015.

Copies of the foregoing mailed/mailed
this _____ day of March, 2015.

Peter Akmajian
Udall Law Firm LLP
4801 East Broadway Boulevard, Suite 400
Tucson, AZ 85711-3638
Email: pakmajian@udalllaw.com
Respondent's Counsel

Copy of the foregoing emailed/hand-delivered
this ____ day of March, 2015 to:

Nicole S. Kaseta
Staff Bar Counsel
State Bar of Arizona
4201 North 24th Street, Suite 100
Phoenix, Arizona 85016-6266
Email: LRO@staff.azbar.org

Copy of the foregoing hand-delivered
this ____ day of March, 2015 to:

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

by: _____