Nicole S. Kaseta, Bar No. 025244 Staff Bar Counsel State Bar of Arizona 4201 N. 24th Street, Suite 100 Phoenix, Arizona 85016-6266 Telephone (602) 340-7250 Email: LRO@staff.azbar.org

Gregory Allen Malkin, Bar No. 026051 9635 S. Central Ave Phoenix, AZ 85042-8308 gregory.malkin.ma@gmail.com Respondent

OFFICE OF THE PRESIDING DISCIPLINARY JUDGE SUPREME COURT OF ARIZONA
MAY 13 2014
BYFILED #

BEFORE THE PRESIDING DISCIPLINARY JUDGE OF THE SUPREME COURT OF ARIZONA

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

GREGORY ALLEN MALKIN Bar No. 026051

Respondent.

PDJ 2014-9013

AGREEMENT FOR DISCIPLINE BY CONSENT

State Bar Nos. 13-1658, 13-2063, 13-2352

The State Bar of Arizona, through undersigned Bar Counsel, and Respondent, Gregory Allen Malkin, who has chosen not to seek the assistance of counsel, hereby submit their Tender of Admissions and Agreement for Discipline by Consent, pursuant to Rule 57(a), Ariz. R. Sup. Ct. Respondent voluntarily waives the right to an adjudicatory hearing on the complaint, 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 complainants by letters dated April 16, 2014. Complainants have

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. The State Bar did not receive any written objections from any of the complainants within five (5) business days. However, on April 28, 2014, the State Bar received a written objection from Complainant Julie Ann Zozaya stating that she believes she is entitled to restitution. See Exhibit "A". The State Bar and Respondent do not believe that Complainant Julie Ann Zozaya is entitled to restitution. As stated below, Respondent settled a child custody and support case for Complainant Julie Ann Zozaya, memorialized this settlement in a stipulated agreement, and, therefore, conferred a benefit on Complainant Julie Ann Zozaya.

Respondent conditionally admits that his conduct, as set forth below, violated Rules 42, Ariz. R. Sup. Ct., ERs 1.2(a), 1.3, 1.4, 1.5(a), 1.5(b), 1.6, 1.16(d), 3.2, and 8.4(d). Upon acceptance of this agreement, Respondent agrees to accept imposition of the following discipline: Ninety (90) day suspension, and the payment of restitution to Complainant Andrea Enriquez in the amount of \$1,147 and to Complainant Robert Murray in the amount of \$400 within sixty (60) days of entry of the final judgment and order. Respondent also agrees to pay the costs and expenses of the disciplinary proceeding.¹ The State Bar's Statement of Costs and Expenses is attached hereto as Exhibit "B."

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.

FACTS

GENERAL ALLEGATIONS

 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 May 14, 2008.

COUNT ONE (File no. 13-1658/ Enriquez)

- 2. In January of 2012, Andrea Enriquez (Enriquez) retained Respondent to represent her in obtaining a divorce.
- 3. Respondent and Enriquez executed a "flat-fee" agreement for \$800, which defines the scope of the services as "representation in uncontested divorce including publication . . . AKA alternative service . . . costs not included."
- 4. At their first meeting, Enriquez informed Respondent that her husband had been deported, was in Mexico, and that she did not have an address for her husband.
- 5. Respondent informed Enriquez that he would serve her husband by publication and that he would inform her of the cost of publication.
 - 6. Respondent never contacted Enriquez about the cost of publication.
- 7. On March 29, 2012, Respondent filed a petition for dissolution of marriage on behalf of Enriquez. *See* Maricopa County Superior Court Case No. FC2012-003281.
- 8. On May 30, 2012, the court issued a "notice of failure to serve and intent to dismiss your case" stating "[y]our case will be dismissed without any further notice . . . and after July 27, 2012 if you do not" serve Enriquez's husband or file a motion to extend the time for service.

- 9. Respondent did not inform Enriquez of this May 30, 2012 court notice or the impending dismissal.
- 10. On August 6, 2012, the court dismissed Enriquez's petition without prejudice for lack of service.
- 11. Respondent did not provide Enriquez a copy of the August 6, 2012 dismissal or inform Enriquez about the dismissal.
- 12. On August 7, 2012, without first consulting with Enriquez, Respondent filed a motion to reinstate Enriquez's petition stating that "[a]n Amended Petition for Dissolution is filed concurrently with this Motion and Mother requests that this Court reinstate the case so that she may effectively serve Father by publication."
- 13. On the same day, Respondent also filed the amended petition for dissolution, identifying Enriquez's husband's last known address as being in Mesa.
- 14. On August 13, 2012, Enriquez learned of the August 6, 2012 dismissal because of a bill she received from the court in the amount of \$347. Enriquez subsequently contacted Respondent and Respondent informed her that another attorney was working on her case and would file a motion to reopen the case.
- 15. On August 28, 2012, the court granted the motion to reinstate "reinstating this case on the inactive calendar for dismissal on December 1, 2012."
- 16. Respondent did not provide Enriquez a copy of the August 28, 2012 order or otherwise inform her of this order.
- 17. On September 4, 2012, Enriquez emailed Respondent: "I was told to call you last Friday [if] I haven't heard from you. I want to make sure everything is okay with my divorce case and the courts closing my case and sending me the bill which I have faxed over to your office."

- 18. Respondent responded on the same date: ". . . we are working on getting the petition published."
- 19. Respondent, however, never served the petition by publication or otherwise.
- 20. On September 25, 2012, Enriquez paid the bill that she received from the court in the amount of \$347.
- 21. On January 11, 2013, the court entered an order dismissing the case "without prejudice for lack of prosecution."
- 22. Respondent did not provide Enriquez a copy of this order or otherwise inform her of the dismissal around this time.
- 23. On January 21, 2013, Enriquez emailed Respondent: "I am wondering if there is any news on [my] divorce case since its been a couple of months and [I] haven't heard anything?"
- 24. Respondent did not respond to this email until March 1, 2013. On March 1, 2013, Respondent informed Enriquez: "I had a staff member take it down and file it instead of using the runner server so that it would be filed today."
- 25. On the same date, Respondent filed another petition for dissolution of marriage on behalf of Enriquez. *See* Maricopa County Superior Court Case No. FC2013-002822. The petition lists Respondent and another attorney, named Andrew Van Loon (Van Loon), as Enriquez's attorneys.
 - 26. Van Loon worked as an associate for Respondent.
- 27. Respondent did not contact Enriquez for months after he filed this second petition.

- 28. Enriquez called Respondent's office, but Respondent did not return her calls.
- 29. On April 19, 2013, without consulting with Enriquez or informing her that he no longer intended to represent her, Respondent directed Van Loon to file a substitution of counsel. The substitution of counsel states: "Mr. Van Loon is an associate and will be taking over Gregory Malkin Attorneys at Law PLLC. Current counsel for Petitioner, Gregory Malkin, will be leaving the practice of law for health reasons. . . . Mr. Van Loon will be taking on the majority of Mr. Malkin's practice."
- 30. On May 2, 2013, the court issued and provided Van Loon a "notice of failure to serve and intent to dismiss your case", stating that it would dismiss Enriquez's petition unless Van Loon served her husband or filed a motion and order to extend the time for service by July 1, 2013.
- 31. Neither Respondent nor Van Loon provided or informed Enriquez of this May 2, 2013 notice.
- 32. On May 23, 2013 at 1:07 p.m., not knowing that Respondent was no longer acting as her attorney, Enriquez emailed Respondent: "Its been a couple of months since I heard anything on my divorce case and would like to know what's going on? And where we are at? Please contact me. . . ."
- 33. Three minutes later, Respondent sent to Enriquez what appears to be an out-of-the-office reply to Enriquez, stating: "To Whom it May Concern, [d]ue to health reasons[,] I will be taking a sabbatical from my practice. . . . Mr. Andrew Van Loon will be handling all of my other cases." Respondent provided Van Loon's email address in this email and concluded: "I will be checking my emails at least once per day and responding to them accordingly."

- 34. Enriquez was unaware of this change in attorney until she received this May 23, 2013 email from Respondent.
- 35. Approximately forty-five minutes after receiving the May 23, 2013 email from Respondent, Enriquez emailed Van Loon and wrote: "I received an email stating that you might be doing my divorce case. I haven't heard anything in a couple of months and [am] wondering where we are at on it? Please contact me . . . "
- 36. Van Loon responded on the same day: ". . . we have encountered some difficulties in serving your ex. I will check your file to give you specific details as to what our status is on this matter and what will be coming next including an expected time line."
- 37. Enriquez replied the next day: "You won[']t be able to serve him unless you go to Mexico, [h]e was deported 2 plus years ago. I have explained this over and over and I think its even in my paperwork."
- 38. On June 19, 2013 at 10:34 a.m., Enriquez replied to Respondent's May 23, 2013 email to her and wrote: "To whom it concerns, I inquired about my divorce case back in May and still have not been contacted or updated. I also have called and left message's [sic] with no call returned. I am getting very frustrated. If my case is unable to be done[,], please let me know so I can find someone to help me."
- 39. In response to this email, Enriquez received another copy of Respondent's May 23, 2013 email.
- 40. On July 9, 2013, because Respondent did not serve Enriquez's husband, the court dismissed Enriquez's petition without prejudice again.

COUNT TWO (File no. 13-2063/Zozaya)

- 41. On November 2, 2012, Julie Ann Zozaya (Zozaya) filed a motion for temporary order without notice for child custody and a child support work sheet, naming her father's children as the respondent. *See* Maricopa County Superior Court Case No. FC2012-008193.
- 42. On the same date, Zozaya and Respondent entered into an agreement for "representation in custody battle through trial if necessary."
- 43. On November 19, 2012, the court scheduled trial for February 27, 2013.
 - 44. On November 19, 2012, Respondent's firm filed a notice of appearance.
- 45. On February 12, 2013, the parties participated in a settlement conference and resolved the matter. The parties agreed to joint custody and child support in the amount \$560.17 per month to be paid by the father.
- 46. At this time, the father was not represented by counsel. Accordingly, the court allegedly asked Respondent to memorialize the settlement agreement.
- 47. The father subsequently retained counsel and, on February 25, 2013, the father's counsel filed a notice of appearance.
- 48. The father allegedly initially refused to sign the settlement agreement until his attorney could review the recording from the settlement conference.
- 49. On February 25, 2013, Respondent filed a notice of lodging stating that Zozaya "hereby gives notice of lodging this date, a formal written Stipulated Agreement. . . ." Respondent filed with this notice a Rule 69 agreement that contained the signatures of Respondent and Zozaya only. The agreement is not

signed by the father. The notice of lodging states that the father was contacted several times to sign the agreement but that he failed to do so.

- 50. On February 26, 2013, Respondent sent the aforementioned documents to father's attorney.
- 51. On February 27, 2013, the court entered a minute entry scheduling a status conference for March 21, 2013.
- 52. On March 21, 2013, the court entered a second minute entry scheduling a status conference for April 16, 2013 and noting that "[t]he Court is informed that Respondent has not obtained the recordings necessary to approve the drafted Rule 69 Agreement."
- 53. On April 16, 2013, the court held a status conference. Respondent appeared on behalf of Zozaya and the father's counsel also appeared. The father's counsel informed the court that the father was ready to proceed with the Rule 69 agreement. The court then asked if the agreement could be "signed off" by April 23, 2013. Both Respondent and the father's attorney agreed that it could be signed by then.
- 54. On the same date, the court entered a minute entry ordering "that counsel shall submit to this Court no later than April 23, 2013, a formal written Stipulated Order, approved as to form and content, for the Court's approval and signature."
- 55. On April 16, 2013, the Rule 69 Agreement was filed with the court.

 The agreement was signed by both Zozaya and the father.
- 56. On April 18, 2013, Respondent intended to email Zozaya the following: "I've attached a copy of your decree. Don't forget to come in and chat with Andrew

about continuing with a modification." However, the email is actually addressed to someone named Juliana Pulido.

- 57. On April 19, 2013, Van Loon filed a notice of substitution of counsel stating that he "will be taking on the majority of Mr. Malkin's practice."
- 58. Respondent did not consult with Zozaya regarding this substitution before it occurred.
- 59. Respondent did not inform Van Loon that the court's April 16, 2013 minute entry required the filing of a stipulated order by April 23, 2013.
- 60. Neither Respondent nor Van Loon filed the stipulated order by April 23, 2013.
- 61. On June 7, 2013, Zozaya received an email from Respondent stating: "To Whom It May Concern, due to health reasons[,] I will be taking a sabbatical from my practice Mr. Andrew Van Loon will be handling most of my other cases." The email then provided Zozaya with Van Loon's email address.
- 62. On June 11, 2013, the court entered a minute entry dismissing the case without prejudice because "the parties" "failed to submit formal written stipulated orders to the Court as Ordered by the Court in its April 16, 2013 minute entry."
 - 63. On or about July 18, 2013, Zozaya's child support payments stopped.
- 64. On July 29, 2013, Zozaya emailed Van Loon the following: "This is an urgent matter. I just called down to the Maricopa County Office of Child Support and they said my child support was closed on June 13, 2013. . . . If you can[,] please respond as soon as possible."
- 65. Van Loon responded by indicating that he would attempt to get the case reinstated.

- 66. On September 13, 2013, Van Loon filed a motion to reinstate Zozaya's case.
- 67. On September 17, 2013, the father's attorney filed an objection stating he contacted "opposing counsel on several occasions to remind them to file the Rule 69 Agreement. . . . Efforts to communicate a sense of urgency to file the Rule 69 Agreement were made in May 2013 after receiving a 30 day inactivity notice. Efforts to communicate an absolute need to file the Rule 69 Agreement were made in June, 2013, after receiving the Order of Dismissal. All efforts to communicate with the Petitioner's counsel were telephonic. All efforts to communicate with the Petitioner's counsel [were] ignored and the reminders went unheeded."
- 68. On September 26, 2013, the court reinstated Zozaya's case and Van Loon subsequently filed a notice of lodging order confirming the parties' Rule 69 agreement.
- 69. On November 14, 2013, the court entered an order adopting the Rule 69 Agreement as an order of the court.

COUNT THREE (File no. 13-2352/Murray)

- 70. In August of 2012, Robert Murray (Murray) consulted with Respondent about transferring the title of certain property that was in his deceased's wife name into his name.
 - 71. This is the only time that Murray spoke with Respondent.
- 72. During this consultation, Murray paid Respondent \$400 and Respondent informed him that "\$400 would get the case going" and that the total fee would be \$600.

- 73. Respondent did not provide Murray a writing describing the scope of his representation or the basis or rate of his fee.
- 74. Murray subsequently decided that he did not want to use Respondent's services.
- 75. Murray then sent Respondent a letter informing him of the same and requesting a refund of his \$400. Respondent never responded to Murray's letter.
- 76. However, Respondent alleges that he sent Murray two letters dated February 25, 2013 and March 29, 2013.
- 77. In the February 25, 2013 letter, Respondent wrote: "I have not heard from you for over 6 months. You have an outstanding balance with my office of 200 dollars. . . . Your fee is now earned in full. My office charges a 100 dollar file setup fee and 75 dollars a month for continuing representation. You won't be charged more than your 600 dollar flat fee, but at this point we ideally need to get moving on your case. Please contact me."
- 78. In the March 29, 2013 letter, Respondent wrote: "I have not heard from you for more than 30 days as such I am terminating my representation of you. . . . I'm writing off your 200 dollar balance and as such you don't need to remit it to my office. I'm considering the remainder of the fee earned in full. Your file only consists of 2 letters and the fee agreement and you've already received copies of all these documents."
 - 79. Murray denies receiving either of these letters from Respondent.
- 80. Respondent never informed Murray of the \$100 file setup fee or the \$75 monthly fee.

81. Respondent explained to the State Bar the \$75 monthly fee, stating: "To earn the 75 dollars per month[,] I am available for legal questions and advice . . . and I'm limited on the additional cases I could be taking due to my representation of the current client. . . ."

CONDITIONAL ADMISSIONS

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

Respondent conditionally admits that his conduct violated Rules 42, Ariz. R. Sup. Ct., ERs 1.2(a), 1.3, 1.4, 1.5(a), 1.5(b), 1.6, 1.16(d), 3.2, and 8.4(d).

RESTITUTION

Respondent agrees to pay restitution to the following complainants in the following amounts within sixty (60) days of entry of the final judgment and order in this matter: (1) Complainant Andrea Enriquez in the amount of \$1,147; and (2) Complainant Robert Murray in the amount of \$400.

As stated above, the State Bar and Respondent do not believe that Complainant Julie Ann Zozaya is entitled to restitution because Respondent conferred a benefit on Complainant Julie Ann Zozaya by settling her child custody and support case and memorializing such settlement in a stipulated agreement.

SANCTION

Respondent and the State Bar of Arizona agree that based on the facts and circumstances of this matter, as set forth above, the following sanction is appropriate:

- A. Respondent shall be suspended from the practice of law in Arizona for a period of ninety (90) days; and
- B. Respondent agrees to pay restitution as set forth above.

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* 4.42 is the appropriate *Standard* given the facts and circumstances of this matter. *Standard* 4.42 provides that suspension is appropriate when: (a) a lawyer knowingly fails to perform services for a client and causes injury or potential injury to a client; or (b) a lawyer engages in a pattern of neglect and causes injury or potential injury to a client.

The parties agree that Respondent engaged in a pattern of neglect, and that some of Respondent's conduct was knowing. The parties further agree that

Respondent caused injury to his clients, including because Complainant Andrea Enriquez's petition for dissolution of marriage was dismissed and because Complainant Julie Ann Zozaya stopped receiving child support payments for a period of time.

The duty violated

As described above, Respondent's conduct violated his duty to his clients, the profession, and the legal system.

The lawyer's mental state

For purposes of this agreement, the parties agree that Respondent knowingly failed to complete work and communicate with clients, and that his conduct was in violation of the Rules of Professional Conduct.

The extent of the actual or potential injury

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

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(a): Prior disciplinary history. On May 20, 2011, Respondent was admonished and placed on probation in State Bar file numbers 10-1917 and 10-2273 for violating ERs 1.3, 1.5(d), and 8.4(d). The probation included LOMAP, CLE, and a practice monitor.

Standard 9.22(c): A pattern of misconduct.

Standard 9.22(d): Multiple offenses.

In mitigation:

Standard 9.22(c): Personal or emotional problems. Attached as Exhibit "C" is a summary from Respondent regarding his personal problems.

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 parties do not believe that participation in the State Bar's Law Office Management Assistance Program (LOMAP) or other probationary terms are warranted because, as stated in Exhibit "C", Respondent states that does not intend to practice law in the future. Moreover, as stated above, Respondent was admonished on May 20, 2011 and placed on probation. He participated in LOMAP as part of this probation.

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 ninety (90) day suspension, restitution to Complainants Andrea Enriquez and Robert Murray, and the imposition of costs and expenses. A proposed form order is attached hereto as Exhibit "D."

DATED this 13th day of May, 2014

Nicole S. Kaseta 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 May, 2014.

Grégory Allen Malkin

✓ Respondent

Approved as to form and content

Make Wessella
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 _/Z** day of May, 2014.

Copies of the foregoing mailed/<u>emailed</u> this <u>12</u> day of May, 2014, to:

Gregory Allen Malkin 9635 S Central Ave Phoenix, AZ 85042-8308 gregory.malkin.ma@gmail.com Respondent

Copy of the foregoing <u>emailed</u> this <u>/8</u> day of May, 2014, to:

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

Copy of the foregoing hand-delivered this $\frac{37}{2}$ day of May, 2014, to:

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

by: Yecku Lew NSK: JLD

IN THE SUPREME COURT OF THE STATE OF ARIZONA

BEFORE THE OFFICE OF THE PRESIDING DISCIPLINARY JUDGE 1501 W. WASHINGTON, SUITE 102, PHOENIX, AZ 85007-3231

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

GREGORY ALLEN MALKIN, Bar No. 026051

Respondent.

PDJ 2014-9013

FINAL JUDGMENT AND ORDER

[State Bar Nos. 13-1658, 13-2063, 13-2352]

FILED MAY 16, 2014

The Presiding Disciplinary Judge of the Supreme Court of Arizona, having reviewed the Agreement for Discipline by Consent filed on May 13, 2014, pursuant to Rule 57(a), Ariz. R. Sup. Ct., hereby accepts the parties' proposed agreement. Accordingly:

IT IS HEREBY ORDERED that Respondent, Gregory Allen Malkin, is hereby suspended for a period of ninety (90) days for his conduct in violation of the Arizona Rules of Professional Conduct, effective thirty (30) days from the date of this order.

IT IS FURTHER ORDERED that Respondent shall pay restitution in the following amounts to the following complainants within sixty (60) days of entry of the final judgment and order: (1) Complainant Andrea Enriquez in the amount of \$1,147.00; and (2) Complainant Robert Murray in the amount of \$400.00.

IT IS FURTHER ORDERED that, pursuant to Rule 72, Ariz. R. Sup. Ct., Respondent shall immediately comply with the requirements relating to notification of clients and others.

IT IS FURTHER ORDERED that Respondent pay the costs and expenses of the State Bar of Arizona in the amount of \$1,206.78. 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 16th day of May, 2014.

William J. O'Neil

William J. O'Neil, Presiding Disciplinary Judge

Copies of the foregoing mailed/emailed this 16^{th} day of May, 2014.

Mr Gregory Allen Malkin 9635 S Central Ave Phoenix, AZ 85042-8308 Email: gregory.malkin.ma@gmail.com Respondent

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

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

by: MSmith