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OFFICE OF THE
PRESIDING DISCIPLINARY JUDGE
SUPREME COURT OF ARIZONA
JUL 15 2013
FILED
BY

Karen Clark, Bar No. 012665
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Respondent's Counsel

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

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

**Antonio J. Gonzales,
Bar No. 023660,**

Respondent.

PDJ-2013-9046

MODIFIED AGREEMENT FOR DISCIPLINE BY CONSENT

State Bar No. 12-1991

The State Bar of Arizona, through undersigned Bar Counsel, and Respondent Antonio J. Gonzales, who is represented in this matter by counsel Karen Clark, hereby submit their Tender of Admissions and Modified Agreement for Discipline by Consent, pursuant to Rule 57(a), Ariz. R. Sup. Ct. The parties reached an agreement for discipline by consent before the matter was submitted to the Attorney Discipline Probable Cause Committee; therefore, there is no order of probable cause. 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.

Respondent conditionally admits that his conduct, as set forth below, violated Rule 42, Ariz. R. Sup. Ct., ER 1.15(a) and Rule 43(b)(1)(A), 43(b)(1)(B), 43(b)(1)(C), 43(b)(2)(B), 43(b)(2)(C), and 43(b)(5). Upon acceptance of this agreement, Respondent agrees to accept imposition of the following discipline: Reprimand, followed by one year of probation and participation in Law Office Management Assistance Program (LOMAP) and Trust Account Ethics Enhancement Program (TAEEP). 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 "A."

FACTS

GENERAL ALLEGATIONS

1. At all times relevant, Respondent was a lawyer licensed to practice law in the state of Arizona having been first admitted to practice in Arizona on August 31, 2005.

COUNT ONE (State Bar File No. 12-1991)

2. The State Bar received an insufficient funds notice on Respondent's client trust account. On July 24, 2012, check number 1743 in the amount of $23,391.80 attempted to pay against the account when the balance was an uncollectible $69,405.66. The bank paid the check and did not charge an overdraft fee, leaving the account with an uncollectible balance of $46,013.86.

[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.

3. The trust account examiner sent Respondent a copy of the overdraft notice and requested an explanation of the overdraft and copies of the related mandatory records.

4. Respondent provided the requested information with exceptions and explained that the negative overdraft was the result of a bank error. Respondent stated: "Our firm had settled a personal injury matter in early July, 2012. As a result, we received a check for $60,000.00 on July 20, 2012, which was immediately deposited into our IOLTA account. The bank provided us with a receipt indicated [sic] that funds should be available on July 24, 2012. On July 24, 2012, our office assistant, Anna Gonzales, called Chase Bank to verify funds. Jennifer Sharp of Chase Bank verified funds were available. On the same date, we wrote our client a check for $23,391.80, which he deposited. Nonetheless, Chase again held funds after business hours without our notification. The $23,391.80 check was paid by Chase, but overdrew funds from our IOLTA account."

5. In his response, Respondent also stated that his firm does not use a trust account recordkeeping program, so there is no monthly reconciliation.

6. The trust account examiner sent Respondent multiple requests for additional information. Respondent timely complied with all the requests.

7. During the course of the investigation, it was determined that Respondent had many instances of negative balances for clients and his administrative funds.

8. Respondent explained that his bookkeeper is in charge of paying their bills and utilizes Chase Bank's Online Bill Pay. During the period of March through October 2012, there were 22 instances of where the bills were paid through the

trust account rather than the operating account. Respondent drew the administrative funds negative starting March 8, 2012. The administrative funds had a balance of negative $4,753.50 as of October 9, 2012. Respondent remedied the shortage on November 19, 2012. Respondent converted other client funds for approximately 8 months.

9. Respondent disbursed check number 1756 for $246 on August 2, 2012 on behalf of client F.B. before any deposit had been made for this matter, resulting in the conversion of client funds for approximately 27 days. When asked to explain, Respondent stated: "The client made a cash payment to our firm on July 31, 2012. The monies were not deposited into the trust account until August 29, 2012. A check was written for $246.00 on August 2, 2012. The cash stayed in an envelope in the client's file it was discovered on August 29, 2012. We obviously thought the money was deposited on July 31, 2012".

10. Respondent disbursed check number 1717 for $1,500 on June 5, 2012 on behalf of client E.J.F. when there was only $1,056.72 available for this matter. When asked to explain, Respondent stated: "The insurance company shorted our client by $443.28. Our disbursement instructions reflected the account amount; so after the check cleared; all checks were written. Because the settlement check was short by $443.28, E.'s account was negative. We paid back the money with our business account to bring the account to zero." Respondent remedied the error on November 20, 2012, converting other client funds for approximately 5.5 months.

11. Respondent disbursed check number 1663 for $285 on February 2, 2012 on behalf of client B.G. before any deposit had been made for this matter. When asked to explain, Respondent stated: "Mr. G. was engaged in January of

2012. He signed his contract, which provided that he was going to pay a $2,000.00 retainer upon signing of his contract. He did not make a payment until February 6, 2012. Our new attorney submitted billing for $285.00, not knowing that the retainer had not been paid. I inadvertently paid out $285.00. A deposit was brought later in the week." Respondent remedied the error on February 6, 2012, converting other client funds for approximately 4 days.

12. Respondent disbursed check number 184 for $80 on October 15, 2012 on behalf of client J.G. before any deposit had been made for this matter. When asked to explain, Respondent stated that J.G.'s "disbursement of $80.00 came out of the wrong account. A flat fee of $500 was paid to our firm's business account in October of 2012. Out of that $500, $80 was suppose [sic] to pay for translation fee." Respondent remedied the error on November 20, 2012, converting other client funds for approximately 1 month.

13. Respondent disbursed check number 1735 for $4,000 on July 24, 2012 on behalf of client J.H. when there was only $3,896.50 available for this matter. When asked to explain, Respondent stated: "On June 21, 2012, we had a balance of $.50 in the client's trust account. She provided me a flat fee payment of $4,000 to conduct a trail [sic]. I did not bank the amount in our business account because I was not sure if the trial would go forward. The trial did go forward and I earned my flat fee ($4,000). However, in the middle of the trial, the clerk charged my client $104.00 for subpoenas. I wrote the check for $104.00 out of the trust account to be applied against my flat fee—I was going to pay the fee for my client. When I withdrew the $4,000, I did not account for the previous check of $104.00.

I put the money back in November." Respondent remedied the error on November 20, 2012, converting other client funds for approximately 4 months.

14. Respondent disbursed check number 1734 for $1,425.50 on July 9, 2012 on behalf of client J.M. when there was only $814.40 available for this matter. Respondent made subsequent deposits on July 11, 2012 and August 10, 2012 in the amounts of $2,100 and $300 respectively; however, Respondent then disbursed check number 1772 for $2,320 on August 10, 2012 when there was only $1,788.90 available. In addition, Respondent disbursed checks numbered 1802 for $155 on September 13, 2012, 1847 for $954.50 on October 12, 2012, and 1848 for $1,145.50 on October 15, 2012 while the account was still negative. Respondent remedied the account on November 20, 2012, converting other client funds for approximately 2 months. Respondent attributed these errors to having deposited funds into the operating account rather than the trust account.

15. Respondent disbursed checks numbered 1733 for $1,500 on July 5, 2012 and 1727 for $1,143.20 on July 13, 2012 on behalf of client J.M. when there was only $1,143.20 available for this matter, resulting in the conversion of other client funds for approximately 3 months. When asked to explain, Respondent stated: "On July 2, 2012, a check for $1,547.25 (check no. 1729) was made payable to Gonzales & Poirier from our trust account for all work and fees associated with the M. case. The check was deposited into the general business checking account of Gonzales & Poirier. Our fee was $1,500.00, plus $47.25 for medical records that we paid on the client's behalf. On July 5, 2012, I wrote a check in the amount of $1,500.00 (check no. 1733) to Gonzales & Poirier for our services performed in the M. case. After reviewing our ledger on or about July 11,

2012, I caught this mistake and asked my assistant to issue a check in the amount of $1,500.00 from our general business account to be put into our trust account. After a thorough review, I learned that the deposit for $1,500.00 had not yet been made into the trust account. On October 11, 2012, a deposit was made into our trust account in the amount of $1,500.00."

16. Respondent disbursed checks numbered 1809 for $675 on September 14, 2012 and 1799 for $50 on September 21, 2012 on behalf of client A.O. when there was only $645 available for this matter. When asked to explain, Respondent stated: "The client had a balance of $975 on July 26, 2012. The September 14, 2012 withdrawal included attorney hours, along with an additional $30.00 to pay the firm back for a previously paid translation fee. We received another translation bill for $50.00, and I wrote the check out of the trust account. I did not account for the $80 translation fee in the $975. We ended up paying too much of the trust account. We put the money back in after we realized the discrepancy." Respondent remedied the error on November 20, 2012, converting other client funds for approximately two months.

17. Respondent disbursed checks numbered 1892 for $150 on November 19, 2012 and 1863 for $112.50 on November 20, 2012 on behalf of client M.O. when there was only $122.50 available for this matter. When asked to explain, Respondent stated: "The account went negative for the reason my assistant wrote an extra check of $150.00, not knowing it was already paid. A deposit was made in December after we reconciled for the month." Respondent remedied the error on December 7, 2012, converting other client funds for approximately 17 days.

18. Respondent disbursed check number 1697 for 4246 on March 27, 2012 on behalf of client S.P. when there was only $234 available for this matter. When asked to explain, Respondent stated: "We had an account balance of $500.00 to cover two filing fees with the clerk of the court. The fees were believed to be $260 for Petitioner and $240 for Respondent. The amounts were actually $266 for Petitioner and $246 for Respondent. I paid the actual amounts not realizing the differences in the amounts." Respondent remedied the error on November 20, 2012, converting other client funds for approximately 8 months.

19. Respondent disbursed check number 1691 for $761 on March 1, 2012 on behalf of client J.P. before any deposited had been made for this matter. Respondent made a subsequent deposit of $500 on March 7, 2012 to bring the balance to negative $261. Respondent then disbursed check number 1707 for $239 on May 11, 2012 while the account was still negative $261. Respondent attributed these errors as having deposited funds into the operating account rather than the trust account. Respondent remedied the error on July 13, 2012, converting other client funds for approximately 4.5 months.

20. Respondent disbursed check number 1828 for $80 on October 1, 2012 on behalf of client M.SI. while the balance was only $75 in this matter. When asked to explain, Respondent stated: "We had a balance of $341.00 to cover the court filing fee of $266.00 and the sheriff's service fee was $75.00. The Sheriff billed us $80.00 and we paid it, not realizing that the fee was now $5.00 more." Respondent remedied the error on November 20, 2012, converting other client funds for approximately 1.5 months.

21. Respondent disbursed check number 1718 for $1,500 on June 5, 2012 on behalf of R.V. while the balance was only $1,499.39. When asked to explain, Respondent stated: "R. and his brother had settled their cases for certain amounts. The checks given to the clients were different. We have been waiting for the insurance company to pay back the 0.61 cents [sic]; however, we will likely pay this amount with our administrative account. We received a check for R.'s brother this month, but have not received the .61 cents." Respondent had sufficient administrative funds to cover this error on November 19, 2012 but converted other client funds for approximately 5.5 months.

22. In addition to the above errors, Respondent disbursed $5,000 on March 28, 2012 on behalf of client D.M-B. without using a pre-numbered check or electronic transfer.

23. Respondent also failed to maintain individual client ledgers according to minimum standards.

24. Respondent conditionally admits and takes full responsibility for the errors that occurred with his trust account. Should this matter proceed to hearing, he would present evidence that the insufficiency in his client trust account was caused by a bank error. When he deposited the $60,000.00 settlement check into his trust account, his bank initially held the funds for a few days. After confirming with the Bank that it had released the hold, Respondent issued a trust account check to the client in the amount of $23,391.80. The bank - without notice - re-issued the hold, which caused the overdraft to the trust account.

25. Respondent conditionally admits that his conduct in this matter involves instances of converting client funds and overdrawing his administrative

funds totaling approximately $12,300.00. However, Respondent had earned more than $10,000.00 in fees during this same time period that were not taken out of trust until November 19, 2012. Respondent had a new associate who was resolving cases and invoicing his time, but not giving the invoices to Respondent or his staff to take out of trust. Thus, of the $12,300.00 mentioned above, approximately $10,000.00 consisted of earned fees; only $2,300.00 involved other clients' funds.

26. Should this matter proceed to hearing, Respondent would testify that he has undertaken great efforts to account for the errors in his trust accounting, to correct the errors and to implement procedures that will ensure the errors will not recur. These efforts included hiring a reputable local CPA firm to generate a computerized recordkeeping system for his firm's trust account using QuickBooks. The CPA has been providing accounting services to Respondent and his firm for the last five years, and she used QuickBooks software to manage his other firm's accounts. However, the CPA had not previously been working with him on his trust account. The CPA has now installed QuickBooks and meets with Respondent twice a month to review his trust account check register, client ledgers and bank statements. The CPA transfers the information into QuickBooks and maintains the general ledger, along with computerized client ledgers. The CPA verifies that Respondent's trust account is reconciled on a monthly basis. Attached as Exhibit B is a letter from the CPA concerning her work with Mr. Gonzales.

CONDITIONAL ADMISSIONS

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

Respondent conditionally admits that his conduct violated Rule 42, Ariz. R. Sup. Ct., specifically ER 1.15(a) and Rule 43(b)(1)(A), 43(b)(1)(B), 43(b)(1)(C), 43(b)(2)(B), 43(b)(2)(C), and 43(b)(5).

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 sanction is appropriate: Reprimand, followed by one year of probation and participation in Law Office Management Assistance Program and Trust Account Ethics Enhancement Program.

LOMAP

Respondent shall contact the director of the State Bar's Law Office Management Assistance Program (LOMAP), at 602-340-7332, within 30 days of the date of the final judgment and order. Respondent shall submit to a LOMAP examination of his office's procedures, including, but not limited to, compliance with ER 1.15(a). The director of LOMAP shall develop "Terms and Conditions of Probation", and those terms shall be incorporated herein by reference. The probation period will commence at the time of the entry of the judgment and order and will conclude one (1) year from that date. Respondent shall be responsible for any costs associated with LOMAP.

TAEEP

Respondent shall attend a half-day Trust Account Ethics Enhancement Program (TAEEP). Respondent must contact the TAEEP Program Coordinator, State Bar of Arizona, at (602) 340-7278, within 20 days from the date of the final judgment and order. Respondent shall be responsible for the cost of attending the program.

NON-COMPLIANCE LANGUAGE

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

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* 4.13 applies in this matter, given the facts and circumstances involved. *Standard* 4.13 provides that reprimand is generally appropriate when a lawyer is negligent in dealing with client property and causes injury or potential injury to a client. Respondent failed to maintain adequate trust accounting procedures, failed to maintain complete trust account records, failed to safe keep client property and maintain adequate internal controls to safeguard funds held in trust, converted and commingled client funds, and failed to properly supervise his staff.

Standard 4.12 provides that suspension is generally appropriate when a lawyer knows or should know that he is dealing improperly with client property and causes injury or potential injury to a client. For purposes of this consent the State Bar agrees that *Standard* 4.13 is most applicable, and that Respondent's conduct was negligent, rather than knowing or intentional.

Specifically, Respondent was admitted to practice in 2005. With only three years of experience, he formed his own law firm in 2008 after practicing at a small law firm from 2005 until 2008. In 2008, Respondent hired his sister to be his legal assistant and office manager. From 2008 until 2012, Respondent contends that he had fewer clients with monies in his trust account and that he handled his trust accounting himself. Respondent states that in 2012 his firm experienced significant growth, he acquired 100 more clients in that year than in the previous four years combined, and he settled 28 personal injury cases. Respondent further states that he struggled to manage the increase in his workload. Although he hired new employees, he became overwhelmed with training and supervising them and increasingly relied on his sister to manage his trust account.

At the time, Respondent believed that his sister was competent enough to handle the increased trust account work, but he now realizes that she made many mistakes that would not have occurred if he had been properly supervising her. Respondent alleges that he did not intentionally mishandle any client funds but merely made a mistake by not supervising his trust account and his employees sufficiently. Additionally, although Respondent admits to negligently converting client funds and overdrawing his administrative funds totaling approximately $12,300.00, Respondent states that $10,000.00 of earned fees were mistakenly not taken out of his trust account until November 19, 2012. Accordingly, of the $12,300.00, $10,000.00 consisted of earned fees and only $2,300.00 consisted of other clients' funds.

Respondent states that he has since retained a CPA who has generated a computerized recordkeeping system for his firm's trust account using QuickBooks. Respondent contends that he meets with this accountant twice a month to review his check register, hand-written client ledgers, and bank statements and, after these meetings, his accountant transfers the information into QuickBooks to create general and client ledgers. A letter from Respondent's CPA is attached as Exhibit "B".

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 negligently failed to maintain adequate trust accounting procedures, negligently failed to maintain complete trust account records, negligently failed to safe keep client property and maintain adequate internal controls to safeguard funds held in trust, negligently converted and commingled client funds, and negligently failed to properly supervise his staff 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 his clients as a result of the trust account errors discovered during the investigation of this matter.

Aggravating and mitigating circumstances

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

In aggravation:

No aggravating factors apply.

In mitigation:

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

Standard 9.32(b): Absence of a dishonest or selfish motive.

Standard 9.32(c): Personal/emotional problems. Attached as Exhibits "C", "D", and "E" is documentation demonstrating and explaining Respondent's personal/emotional problems.

Standard 9.32 (e): Cooperation in the State Bar's investigation.

Standard 9.32(g): Character and reputation. Attached as Exhibit "F" are character letters in support of this mitigating factor.

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: Although Respondent failed to maintain adequate trust account procedures and records and failed to supervise his employees which resulted in the conversion of and commingling of client funds, Respondent contends that this situation would not have occurred but for his personal/emotional issues. Moreover, in October of 2012 and in an effort to prevent any future trust account violations, Respondent retained a CPA to assist him with his trust account obligations. Based on the *Standards* and in light of the facts and circumstances of this matter, the parties conditionally agree that the sanction set forth above is within the range of appropriate sanction and will serve the purposes of lawyer discipline.

CONCLUSION

The object of lawyer discipline is not to punish the lawyer, but to protect the public, the profession and the administration of justice. *Peasley, supra* at ¶ 64, 90 P.3d at 778. Recognizing that determination of the appropriate sanction is the prerogative of the Presiding Disciplinary Judge, the State Bar and Respondent believe that the objectives of discipline will be met by the imposition of the proposed sanction of Reprimand, followed by one year of probation and participation in Law Office Management Assistance Program and Trust Account Ethics Enhancement Program, and the imposition of costs and expenses. A proposed form order is attached hereto as Exhibit "G."

DATED this 15th day of July, 2013.

STATE BAR OF ARIZONA

Nicole S. Kaseta
Staff Bar Counsel

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

DATED this ______ day of July, 2013.

Antonio J. Gonzales
Respondent

DATED this ______ day of July, 2013.

Karen Clark
Counsel for Respondent

Approved as to form and content

Maret Vessella
Chief Bar Counsel

participation in Law Office Management Assistance Program and Trust Account Ethics Enhancement Program, and the imposition of costs and expenses. A proposed form order is attached hereto as Exhibit "G."

DATED this ______ day of ____________________, 2013.

STATE BAR OF ARIZONA

____
Nicole S. Kaseta
Staff Bar Counsel

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

DATED this 8th day of July, 2013.

____
Antonio J. Gonzales
Respondent

DATED this 10th day of July, 2013.

____
Karen Clark
Counsel for Respondent

Approved as to form and content

Original filed with the Disciplinary Clerk
of the Office of the Presiding Disciplinary Judge
this 15th day of July, 2013.

Copies of the foregoing mailed/emailed
this 15th day of July, 2013, to:

Karen Clark
Adams & Clark PC
520 East Portland Street, Suite 200
Phoenix, Arizona 85004-1843
Email: karen@adamsclark.com
Respondent's Counsel

Copy of the foregoing emailed
this 15th day of July, 2013, to:

William J. O'Neil
Presiding Disciplinary Judge
Supreme Court of Arizona
1501 West Washington Street, Suite 104
Phoenix, Arizona 85007
Email: officepdj@courts.az.gov
lhopkins@courts.az.gov

Copy of the foregoing hand-delivered
this 15th day of July, 2013, to:

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

By: Rodney T. Bird
NSK/rtb

BEFORE THE PRESIDING DISCIPLINARY JUDGE
OF THE SUPREME COURT OF ARIZONA

IN THE MATTER OF A MEMBER OF THE STATE BAR OF ARIZONA, **Antonio J. Gonzales** **Bar No. 023660** Respondent.	**PDJ-2013-9046** **FINAL JUDGMENT AND ORDER** State Bar No. 12-1991

The undersigned Presiding Disciplinary Judge of the Supreme Court of Arizona, having reviewed the Modified Agreement for Discipline by Consent filed on July 15, 2013, pursuant to Rule 57(a), Ariz. R. Sup. Ct., hereby accepts the parties' proposed agreement. Accordingly:

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

IT IS FURTHER ORDERED that Respondent shall be placed on probation for a period of one year.

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

LOMAP

Respondent shall contact the director of the State Bar's Law Office Management Assistance Program (LOMAP), at 602-340-7332, within 30 days of the date of the final judgment and order. Respondent shall submit to a LOMAP examination of his office's procedures, including, but not limited to, compliance with

ER 1.15(a). The director of LOMAP shall develop "Terms and Conditions of Probation", and those terms shall be incorporated herein by reference. The probation period will commence at the time of the entry of the judgment and order and will conclude one (1) year from that date. Respondent shall be responsible for any costs associated with LOMAP.

TAEEP

Respondent shall attend a half-day Trust Account Ethics Enhancement Program (TAEEP). Respondent must contact the TAEEP Program Coordinator, State Bar of Arizona, at (602) 340-7278, within 20 days from the date of the final judgment and order. Respondent shall be responsible for the cost of attending the program.

NON-COMPLIANCE LANGUAGE

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

IT IS FURTHER ORDERED that Respondent pay the costs and expenses of the State Bar of Arizona in the amount of $1,200.00.

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 ___0___.

DATED this 16th day of July, 2013.

The Honorable 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 16 day of July, 2013.

Copies of the foregoing mailed/emailed
this 16 day of July, 2013, to:

Karen Clark
Adams & Clark PC
520 East Portland Street, Suite 200
Phoenix, Arizona 85004-1843
Email: karen@adamsclark.com
Respondent's Counsel

Copy of the foregoing hand-delivered/emailed
this 16 day of July, 2013, 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

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

By: ______________________