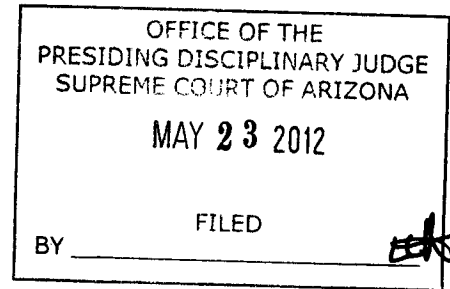


David L. Sandweiss, Bar No. 005501  
Senior Bar Counsel  
State Bar of Arizona  
4201 North 24<sup>th</sup> Street, Suite 100  
Phoenix, Arizona 85016-6266  
Telephone: (602) 340-7272  
Email: [LRO@staff.azbar.org](mailto:LRO@staff.azbar.org)



Denise M. Quinterri, Bar No. 020637  
The Law Office of Denise M. Quinterri PLLC  
4747 E. Elliot Rd., #29-210  
Phoenix, AZ 85044-1627  
Telephone: 480-239-9807  
Email: [dmq@azethicslaw.com](mailto:dmq@azethicslaw.com)  
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,**

**Nicomedes E. Suriel,  
Bar No. 016317,**

Respondent.

**PDJ-2012-9049**

**AGREEMENT FOR DISCIPLINE  
BY CONSENT**

No. 10-1868

The State Bar of Arizona, through undersigned Bar Counsel, and Respondent Nicomedes E. Suriel, who is represented in this matter by counsel Denise M. Quinterri, hereby submit their Tender of Admissions and Agreement for Discipline by Consent, pursuant to Rule 57(a), Ariz. R. Sup. Ct.<sup>1</sup> Mr. Suriel 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. If the agreement is rejected, the parties' conditional admissions are withdrawn.

<sup>1</sup> All references to rules herein are to the Arizona Rules of the Supreme Court unless specifically designated otherwise.

Mr. Suriel conditionally admits that his conduct, as set forth below, violated Rule 42, ERs 1.4, 1.5(a), 1.5(b), 1.5(d)(3), 1.15(a), 1.15(d), 1.15(e), and 1.16(d); and Rules 43(a) and 43(b). Upon acceptance of this agreement Mr. Suriel agrees to accept imposition of the following discipline: Reprimand; Restitution of \$20,000 to Ms. Pachon to be paid within 30 days following the date of the Final Judgment and Order herein; and Probation for one year to include State Bar-sponsored fee arbitration if Ms. Pachon requests it, TAEPP, and LOMAP. Mr. Suriel also agrees to pay the costs and expenses of the disciplinary proceeding.<sup>2</sup> The State Bar's Statement of Costs and Expenses is attached hereto as Exhibit "A."

#### **LOMAP**

Mr. Suriel 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. Mr. Suriel shall submit to a LOMAP examination of his office's procedures, including, but not limited to, compliance with ERs 1.4, 1.5, 1.15, 1.16, and Rule 43. 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 year from that date. Mr. Suriel shall be responsible for any costs associated with LOMAP.

#### **TAEPP**

Mr. Suriel shall attend a half-day Trust Account Ethics Enhancement Program (TAEPP). Mr. Suriel must contact the TAEPP Program Coordinator, State Bar of

---

<sup>2</sup> Respondent understands that the costs and expenses of the disciplinary proceeding include the costs and expenses of the State Bar of Arizona, the Disciplinary Clerk, the Probable Cause Committee, the Presiding Disciplinary Judge and the Supreme Court of Arizona.

Arizona, at (602) 340-7278, within 20 days from the date of the final judgment and order. Mr. Suriel shall be responsible for the cost of attending the program.

### **NON-COMPLIANCE LANGUAGE**

In the event that Mr. Suriel 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 Mr. Suriel 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.

### **FACTS**

#### **COUNT ONE of ONE (File no. 10-1868/Soheila Jonoubi, Esq.)**

1. At all times relevant, Mr. Suriel was a lawyer licensed to practice law in the state of Arizona having been first admitted to practice in Arizona on May 20, 1995.
2. Margarita Imelda Pachon is a citizen of Colombia.
3. In 1985 Ms. Pachon met Charles Baker in Mexico and in 1989 she was issued a K-1 fiancé visa to enter the U.S. and marry him, which she did on December 14, 1989. Very shortly after they were married, Ms. Pachon alleges that Baker abused her. She ran away on January 3, 1990, spent some time in a women's shelter, and with a friend's help moved to Arizona. Ms. Pachon obtained an Arizona divorce decree from Baker in 1991.

4. Ms. Pachon married James Ferris, the friend who assisted her in moving to Arizona, on November 29, 2000. Within a short time, that marriage ended, too.

5. Ms. Pachon then married David Rozendale on April 16, 2001, just a few days shy of the immigration law that sunset on April 30, 2001, which allowed an I-130 petition to be filed while she was unlawfully present. Mr. Ferris submitted an Affidavit of Support (Form I-864) in Rozendale's spousal sponsorship. Mr. Suriel notes that it is quite odd for a former spouse to get involved with a subsequent spouse's immigration application.

6. In 2001, Ms. Pachon and Mr. Rozendale retained immigration attorney Jose Bracamonte. On April 27, 2001, Mr. Rozendale filed an Alien Relative Immigrant Visa Petition ("I-130") as the first step toward obtaining a permanent legal resident visa ("green card") for Ms. Pachon. However, Mr. Baker alleged marital fraud, which prompted the United States Citizenship and Immigration Service ("USCIS") to issue a Notice of Intent to Deny Ms. Pachon's I-130.

7. In 2006, Mr. Rozendale and Ms. Pachon discharged Mr. Bracamonte and hired Mr. Suriel. The initial consult with Mr. Suriel was for a fee of \$150 for 45 minutes. Mr. Suriel's accounting manager Maria Hernandez confirmed arrangements for the consult in writing by letter to Ms. Pachon dated July 11, 2006.

8. On July 25, 2006, Ms. Pachon and Mr. Suriel entered into a written "Fee Agreement." The scope of representation in the Fee Agreement was defined as "Comprehensive Immigration Representation - Initial scope of representation of \$7,500 or 30.0 hours." The sum of \$7,500 for 30 hours equates to \$250 per hour.

9. The Fee Agreement called for Ms. Pachon to pay a \$2,500 deposit plus a \$250 flat administrative cost. The \$2,500 deposit was due immediately, and payments were "due and owing as billed."

10. Mr. Suriel's Fee Agreement stated that the referenced fee was "an estimate, as fees may increase depending upon the issues that may arise in your case. We will enter into a new fee agreement before we change the scope of your case."

11. Mr. Suriel's Fee Agreement also stated that one-half of the legal fees were non-refundable, in consideration of Mr. Suriel foregoing other employment, and earned when paid. Neither the Fee Agreement nor any other writing that Mr. Suriel furnished to Ms. Pachon included the refundability language mandated by ER 1.5(d)(3)-specifically, that Ms. Pachon may discharge Mr. Suriel at any time and in that event may be entitled to a refund of all or part of the earned when paid, nonrefundable fee, based upon the value of the representation pursuant to the terms of ER 1.5(a).

12. Ms. Pachon paid Mr. Suriel \$2,750 on July 25, 2006, and for simplicity's sake wrote Mr. Suriel another check on July 26 for \$5,000. Ms. Pachon states that she expected Mr. Suriel to hold those funds "in escrow" and bill against them as services were rendered, in keeping with the provision in the Fee Agreement that payments were due and owing "as billed." Mr. Suriel's position is that by "payments," he simply meant that he was allowing payments on a flat fee of \$7,500, as is reflected by the fact that the fee agreement called only for a \$2,500 initial deposit.

13. In September 2006, Mr. Suriel sent to the USCIS a request to reconsider the Notice of Intent to Deny Ms. Pachon's I-130. Mr. Suriel told Ms. Pachon not to expect a decision for several months.

14. Anticipating a negative decision on Ms. Pachon's petition to be granted permanent resident status as a spousal relative of a U.S. citizen, Mr. Suriel suggested to Ms. Pachon that they seek U.S. residency status for her on political asylum grounds. Mr. Suriel told Ms. Pachon to draft a detailed declaration setting forth reasons she feared returning to Colombia.

15. Were this matter to proceed to a contested hearing, the State Bar would offer testimony from Ms. Pachon that she did not fear returning to Colombia. If this matter were to go to hearing, Mr. Suriel would testify that Ms. Pachon repeatedly informed him that under no circumstances would she return to Columbia and that in fact she feared the para-military factions in Colombia. Mr. Suriel was under the impression that the reason she refused to return to Columbia was fear, and he therefore asked her to detail the reasons for that fear.

16. On November 1, 2006, the USCIS approved Mr. Rozendale's I-130 which conferred upon Ms. Pachon the "appropriate classification" as Mr. Rozendale's spousal relative. The Notice of Approval of Relative Immigrant Visa Petition further explains: "The approval constitutes no assurance that the beneficiary will be found eligible for visa issuance, admission to the United States or adjustment to lawful permanent resident status. Eligibility for visa issuance is determined only when application therefore is made to a consular officer [ . . . ]."

17. Pursuant to the November 1, 2006, Notice, Mr. Rozendale's petition to classify Ms. Pachon as an immediate relative of a United States citizen was

forwarded to the U.S. Consulate in Bogota, Colombia. Were this matter to proceed to a contested hearing, the State Bar would offer evidence that the next step to obtain Ms. Pachon's green card was to request it from the National Visa Center ("NVC"). The USCIS website provided the following information:

The Immigration and Nationality Act (INA) sets the number of immigrant visas that may be issued to individuals seeking permanent resident status (a green card) each year. Immigrant visas available to "immediate relatives" of U.S. citizens are unlimited, so are always available. Immediate relatives include . . . spouses of a U.S. citizen. . . .

18. Were this matter to proceed to a contested hearing, Mr. Suriel would testify that Ms. Pachon would ultimately have had to travel to Colombia to participate in processing through the consulate, as opposed to adjusting status in the United States. Mr. Suriel states that time frames vary, but he can safely say 6 to 9 months would be an average amount of time for consular processing, during which time Ms. Pachon would have had to remain in Colombia. As stated above, Mr. Suriel would testify that Ms. Pachon had informed him that under no circumstances would she return to Colombia.

19. On November 16, 2006, Mr. Suriel's office generated two letters to Ms. Pachon. One letter was from Mr. Suriel personally. In it, he enclosed a copy of the I-130 approval notice and wrote:

As we previously discussed, this is just one obstacle we have overcome; there are others in our path. At this time, I believe it is important to carefully research and consider all of your possible options and their possible benefits and consequences. Therefore, I am asking that you be patient and allow us some time to research your options and contemplate a plan of action that has the best chance of obtaining legal permanent residence for you. . . . My office will be contacting you in the next couple of months to schedule a time to discuss your potential options with me.

The second November 16 letter was from Maria Hernandez, Mr. Suriel's accounting manager, who wrote:

As Mr. Suriel has given you the approved I-130 petition and as we have now concluded this phaze [sic] of your representation by December 31, 2006 we'll need you to inform us in writing if you would like any further documentation from us. As you know your Fee Agreement is based on a flat fee billing structure. Therefore, it is up to you to tell us whether you require an itemization of the time that was allocated to your case. Our internal billing system will be purged of your information, which is why we need you to confirm whether you will notify us in writing. Thank you for your continued confidence in our office. It was a pleasure to have been of service to you. We enjoy each client's approval and celebrate with you on your good news.

20. In May of 2010, Ms. Pachon requested a copy of her file from Mr. Suriel but Mr. Suriel sent her the actual file rather than a copy. Were this matter to proceed to a contested hearing Ms. Pachon would testify that Ms. Hernandez's November 16, 2006 letter was not in the file that Ms. Pachon received, and was created afterward to "excuse" Mr. Suriel's inability to itemize his services. Mr. Suriel would testify that he has no knowledge of why a copy of the letter was not in the file, if it was not, and would dispute that it was created afterward.

21. The signatures on Hernandez's letters dated July 11 (see ¶ 7 above) and November 16, 2006, are markedly different.

22. In response to State Bar screening, Mr. Suriel produced an affidavit from a paralegal to the effect that she signed the December 19, 2006 letter for Hernandez because the latter was on vacation. There is no letter dated December 19, 2006, to Ms. Pachon purporting to be from Ms. Hernandez. If this matter were to proceed to hearing, Mr. Suriel would present testimony that this was simply a typographical error on the date.

23. On November 27, 2006, the NVC wrote to Mr. Suriel explaining all of the next steps necessary for Ms. Pachon to obtain the relative immigrant visa. The



letter included specific instructions and enclosed affidavit forms and bills for fees.

The NVC letter and enclosures bore the following legend in bold type:

**If a period of one year passes without contacting NVC (by telephone or mail), all submitted fees and documents will expire. In this case, fees and documents will need to be resubmitted in order to continue the immigration process.**

Mr. Suriel received that letter on December 4, 2006. Ms. Pachon claims that Mr. Suriel neither sent it to Ms. Pachon nor contacted her to explain it. Mr. Suriel claims that both he and his staff confirmed on more than one occasion that Ms. Pachon had received notices from the NVC. He notes that for some period of time, Ms. Pachon had instructed his office not to mail her anything. If this matter were to proceed to hearing, Mr. Suriel would testify that he spoke to Ms. Pachon more than once about the subject and she was fully aware. However, since she was refusing to return to Colombia, it was Mr. Suriel's task to find some other option.<sup>3</sup>

24. On March 20, 2007, Mr. Suriel's assistant wrote to Ms. Pachon and told her that "we must submit a request for your FBI record as part of your case." Enclosed were various forms and a fingerprint record with instructions on how to get fingerprinted. The letter concluded: "After we send the request to the FBI, in approximately 3 months we should receive a response at which time we will contact you if any further action on your part is necessary."

25. In April 2007, fearing arrest because she was in the U.S. illegally, Ms. Pachon gave Mr. Suriel \$10,000 to hold in case Ms. Pachon needed to post a bond. Mr. Suriel deposited the \$10,000 into his trust account but later moved it into his operating account in May 2008 after he made "several trips to New York and

---

<sup>3</sup> Each notice from the NVC contained Ms. Pachon's case number: BGT2006820027. The letters "BGT" stand for Bogata (Colombia).

Washington, D.C. to attend seminars, meetings and continuing legal education where my primary focus was Ms. Pachon's case."

26. Mr. Suriel, however, did not provide billing statements to Ms. Pachon for "Comprehensive Immigration Representation" beyond the initial scope of representation of \$7,500 or 30.0 hours.. Mr. Suriel also did not enter into a new fee agreement with Ms. Pachon. Were this matter to proceed to a contested hearing the State Bar would contend that Mr. Suriel was obligated to furnish to Ms. Pachon a new fee agreement with regard to subsequent work, in accord with the clause that reads "We will enter into a new fee agreement before we change the scope of your case" that appears in the initial Fee Agreement. Mr. Suriel would contend that he thought the "except when the lawyer will charge a regularly represented client on the same basis or rate" language in ER 1.5 applied. Mr. Suriel concedes errors, albeit different errors, related to ERs 1.4 and 1.5 (for example, that by including the "or 30.0 hours" language, it was reasonable for Ms. Pachon to assume he would have provided billing statements reflecting hours expended). Respondent also concedes that if he had provided a new writing, it would have avoided at least some of the issues in Complainant's charge.

27. On December 1, 2007, the NVC sent Mr. Suriel a notice reminding him that Ms. Pachon's registration and any petition approved on her behalf would be canceled if he did not apply for her immigrant visa within one year of being advised to do so (November 27, 2006). Were this matter to proceed to a contested hearing Ms. Pachon would testify that Mr. Suriel neither sent the notice to her nor contacted her to explain it. She would testify further that she did not apply for her immigrant visa within one year of being advised to do so (November 27, 2006) herself

because she did not know about it. Mr. Suriel would claim that both he and his staff confirmed on more than one occasion that Ms. Pachon had received notices from the NVC, and that she was aware of the situation. Mr. Suriel would also claim that he did not apply for Ms. Pachon's immigrant visa on her behalf because she did not wish him to pursue that avenue, due to her refusal to go to Colombia. Mr. Suriel would claim further that Ms. Pachon and Mr. Rozendale were no longer living together in 2007 and thus there was no marital relationship as is required for sponsorship.

28. On February 5, 2008, Mr. Suriel wrote a letter to Ms. Pachon reminding her that the previous summer he asked her for documents to support a visa application "under the Investor category." He reiterated his request for a detailed resumé, college transcript and diplomas, passport, investment plan, source of funds, corporation or partnership charters, and civil and criminal judgments. Mr. Suriel told Ms. Pachon he needed these materials "so that I may evaluate whether this is a potential remedy to your immigration case."

29. On November 24, 2008, Mr. Suriel (again) asked Ms. Pachon to provide a declaration describing why she fears returning to Colombia, and proof that she had been continuously present in the U.S. for the prior three years. He wrote to her: "Once we have this information and review what has been provided and what gaps must be filled in order to move forward, we will contact you and have you come in to meet with me to discuss the next steps in your case."

30. If this matter were to go to hearing, Mr. Suriel would testify that much of his difficulty in making any progress on obtaining some form of immigration relief for Ms. Pachon related to both the complexity of her case and the fact that she

would frequently go long periods of time without communicating, and would routinely fail to answer letters such as those referenced above.

31. On December 27, 2008, the NVC sent to Mr. Suriel a "Notice of Termination of Registration." In it, the NVC referred to its December 1, 2007 notice and explained that it had not received a response. As a result, Ms. Pachon's application for a visa and any petition approved on her behalf were canceled. The NVC notice of December 27, 2008, continued:

Your application may be reinstated and any petition revalidated if, within one year, you can establish that your failure to pursue your immigrant visa application was due to circumstances beyond your control.

Ms. Pachon alleges that Mr. Suriel neither sent that notice to Ms. Pachon nor contacted her to explain it. As stated above, Mr. Suriel disputes this. Mr. Suriel further recalls speaking to Ms. Pachon about this particular letter in January of 2009.

32. On January 25, 2010, the NVC sent a letter to Mr. Suriel reminding him of the previous notices it sent to him. Since Mr. Suriel failed to seek reinstatement, the NVC destroyed Ms. Pachon's record of registration, any petition approved on her behalf, and all supporting documents. Ms. Pachon alleges that Mr. Suriel neither sent that letter to Ms. Pachon nor contacted her to explain it.

33. At some point, Ms. Pachon moved to California. She called Mr. Suriel on April 12, 2010. Following discussions between Ms. Pachon and Mr. Suriel, he later referred her to a Los Angeles immigration lawyer, Alan Diamante. Ms. Pachon claims that Mr. Suriel persuaded Ms. Pachon that her case was so complex that he should remain involved in her representation as well. Mr. Suriel claims that Ms. Pachon always wanted him involved, which is why she called him. He claims that

Ms. Pachon also wanted the assistance of a secondary attorney, which is why he referred her to Mr. Diamante.

34. Mr. Suriel flew to Los Angeles to meet with Ms. Pachon on May 1, 2010. Mr. Suriel states that he did so at Ms. Pachon's request, and the meeting lasted approximately five hours. On that same date, Ms. Pachon paid Mr. Suriel \$30,000 in two checks, one for \$20,000 and another for \$10,000. Ms. Pachon claims that the \$20,000 was for Mr. Suriel's anticipated legal services, for him to hold in his "escrow account", and the other \$10,000 was for Mr. Diamante's services.

35. Mr. Suriel did not deposit into his Interest on Lawyers' Trust Account ("IOLTA") any portion of the \$30,000 that Ms. Pachon paid to him on May 1, 2010, and he did not communicate in writing on that date to Ms. Pachon the scope of services or rate of the fee or expenses for which she was responsible in connection with the undefined "complex" aspects of her legal matter.

36. On May 17, 2010, Mr. Suriel wrote to Ms. Pachon and described his strategy. He recommended bringing Ms. Pachon's case to an Immigration Judge by filing an Application for Political Asylum with the Department of Homeland Security. For his description of the scope of representation and fees, he wrote:

[Y]our litigation could encompass a budget of a low end of 40.0 hours (my litigation hourly rate for existing clients is \$350) to as high as the client authorizes. I would say a high end in terms of hours for you would be 100 hours. [I]f you have made your decision to go forward then please write to me and confirm this.

37. On May 18, 2010, Ms. Pachon requested by e-mail that Mr. Suriel provide a copy of the entire file since July 21, 2006. Mr. Suriel wrote back to Ms. Pachon that rather than pull apart her file he simply sent her the whole thing. "This

way then you are totally in control and can direct me and can determine what role if any you want me to play.”

38. On June 2, 2010, Ms. Pachon e-mailed Mr. Suriel’s bookkeeper that Ms. Pachon had paid Mr. Suriel a total of \$47,500 to be deposited into Mr. Suriel’s “escrow account” but had never received a bill. She wrote: “It is imperative for me to know the activity and balance in the escrow account that this law office has on my behalf. Please bill me ASAP for the services rendered to me by this law office up to today.” The bookkeeper responded by email to Ms. Pachon that she would get back to Ms. Pachon no later than June 7. Neither the bookkeeper nor Mr. Suriel contacted Ms. Pachon by June 7 with the information Ms. Pachon requested.

39. Despite Ms. Pachon’s continued efforts, Mr. Suriel failed to promptly provide an accounting of her payments or a statement of his activities. At some point, Ms. Pachon retained a new attorney in California, Soheila Jonoubi (Complainant) who continued the effort to obtain such statements from Mr. Suriel.

40. Mr. Suriel sent Complainant three different statements:

- a. on September 9, 2010, he sent a block billing statement claiming that he devoted 77 hours of legal services to Ms. Pachon’s case from April 12-August 25, 2010, with no entry for less than 1.0 hours;
- b. on September 30, 2010, he sent a one-page invoice stating that he billed 77 hours from April 12-August 25, 2010 at the rate of \$350 per hour, received payment of \$20,000, and that the balance due was \$6,950; and
- c. on November 10, 2010, he sent Complainant an itemized statement for services from April 13-August 25, 2010, claiming 94 hours of services at \$350 per hour.

All block billing entries were rounded to the nearest hour and included this entry: “6/18/2010-6/21/2010 Second trip to LA, meetings with Alan Diamante.

Litigation strategy, litigation timeline. 25.0.” Other block billing entries overstated the length of phone calls, as evidenced by Ms. Pachon’s cell phone bill for both outgoing and incoming calls with Mr. Suriel (e.g., the block bill for a phone conversation on April 12, 2010 was 1.0 whereas the phone bill reflects that the call lasted 15 minutes; for April 20, Mr. Suriel block billed 1.0 hour while the phone bill identifies the call as lasting 3 minutes). If this matter were to proceed to hearing, Mr. Suriel would testify that he routinely reviewed the file whenever a phone call occurred, and therefore rounded up the time in his efforts to reconstruct.

41. On June 5, 2010, Mr. Suriel wrote to Ms. Pachon and described the May 1 \$20,000 payment as intended to cover his work and expenses *up to* May 1, 2010. Mr. Suriel’s description to Ms. Pachon of the intent of her May 1 \$20,000 payment conflicted with his billing statement described in ¶ 39(b) above, in which he applied Ms. Pachon’s \$20,000 payment to work performed *after* May 1, 2010. If this matter were to proceed to hearing, Mr. Suriel would testify that he made efforts to account for his time after May 1, 2010, pursuant to Complainant’s repeated requests. However, that does not change his understanding when he received the check for \$20,000 that it was for his work and expenses up to and including May 1, 2010.

42. Mr. Suriel described the May 1 \$10,000 payment as intended in part (\$5,000) to be a deposit toward a second attorney and the other \$5,000 as a down payment for litigation representation and guidance going forward. In his written communication to Ms. Pachon on June 5, 2010, Mr. Suriel concluded:

However, I am fully prepared to cease my representation and refund back to you whatever amount you deem is apropos. My guiding principle as an

attorney is that the client must be satisfied and there is no basis for the attorney-client relationship if there isn't a similar shared vision.

43. On June 11, 2010, Mr. Suriel emailed Ms. Pachon and acknowledged holding her \$10,000 for an immigration bond. Mr. Suriel purported to "remind" Ms. Pachon that on May 1, 2010, she gave him \$10,000 and "directed" him to give \$5,000 of it to the Los Angeles lawyer to cover his time and "to begin the co-counsel relationship."

44. Were this matter to proceed to a contested hearing, Ms. Pachon would testify that she did not "direct" Mr. Suriel to give \$5,000 to the Los Angeles lawyer to cover his time and "to begin the co-counsel relationship." Mr. Suriel never gave Mr. Diamante either \$5,000 or \$10,000. Ms. Pachon consulted Mr. Diamante on August 10 and 19, 2010, and paid him \$100 each time.

45. In his June 11 email, Mr. Suriel also "reminded" Ms. Pachon that on May 1 she paid him \$20,000 for costs of the Los Angeles trip and Mr. Suriel's time preparing for their strategy session during the last meeting. Were this matter to proceed to a contested hearing, Ms. Pachon would testify that her \$20,000 payment to Mr. Suriel was not for the cost of a trip to Los Angeles or for Mr. Suriel's time preparing for a strategy session.

46. There was no contemporaneous writing regarding the two checks, other than that which is noted on the checks themselves. Check #613 for \$20,000 has the notation "Legal services." Check #614 for \$10,000 has the notation "Retainer/Legal services."

47. Mr. Suriel explained to Ms. Pachon that neither of the two May 1 payments should have been deposited into the firm's trust account, but rather



should have been deposited into the firm's operating account, "which is what has been done."

48. At no time during his relationship with Ms. Pachon did Mr. Suriel maintain a compliant individual trust account ledger for Ms. Pachon or include entries on his general trust account ledger for money held for her. As a consequence of not maintaining compliant trust account ledgers, Mr. Suriel was unable to conduct three-way trust account reconciliations.

49. Mr. Suriel told Ms. Pachon in the June 11 email that if she wanted to terminate the attorney-client relationship, she needed to make that clear in a signed letter. He promised: "I promise you that there will not be any issue with regard to money as I will make sure that you are made whole."

50. On July 23, 2010, Rosa MacAfee "For the Firm" wrote a certified mail letter to Ms. Pachon telling her to communicate with Mr. Suriel henceforth by certified mail, return receipt, and that her case was referred to the firm's legal malpractice carrier "as it appears there is a conflict of interest." Ms. MacAfee's letter also noted that "Mr. Suriel is currently out of the office quite a bit on some personal matters relating to the birth of his child." She continued: "Also, please note that if your matter is referred for civil litigation this likely will void the attorney-client privilege."

51. Complainant then wrote to Mr. Suriel on August 18, 2010, demanding an accounting of Ms. Pachon's case.

52. Mr. Suriel replied by letter dated September 8, 2010. Mr. Suriel provided some background information on the case and some detail about time he had spent in 2010. He wrote that he was willing to honor his "discounted rate" of

\$350 per hour but reserved the right to bill his "standard" \$450 per hour in litigation matters. He implicitly offered to resolve Ms. Pachon's matter for payment to her of \$6,950 "upon her execution of a notarized release where she agrees that all claims between us are settled and resolved." Mr. Suriel threatened to send Ms. Pachon to collection unless he received "this notarized settlement offer by October 1, 2010." Subsequently, by letter dated October 13, 2010 to Mr. Suriel's lawyer, Complainant stated that since Mr. Suriel had failed to accurately and adequately account for his time and Ms. Pachon's money, at that time Ms. Pachon was not interested in any form of settlement.

53. On October 6, 2010, Complainant wrote to Mr. Suriel and stated that Ms. Pachon had given him \$10,000 to hold in case she needed a bond if detained by immigration authorities, and another \$10,000 to give Mr. Diamante as a retainer. Complainant mentioned that Mr. Suriel had never delivered that \$10,000 to Mr. Diamante and Ms. Pachon was no longer interested in having Mr. Suriel retain Mr. Diamante on her behalf. Therefore, Complainant demanded that Mr. Suriel return \$20,000 to Ms. Pachon, via Complainant's office.

54. If this matter were to go to hearing, Mr. Suriel would testify (and would offer his sealed records in support) that he was undergoing considerable personal stress during this time period, with resulting health issues. He was also personally upset that his relationship with Ms. Pachon had deteriorated and that Complainant was making various derogatory allegations about his representation of Ms. Pachon.

55. Mr. Suriel retained counsel, Mauricio Hernandez, and Mr. Hernandez and Complainant communicated beginning on October 13, 2010. Complainant,

however, did not feel she received any more helpful information from Mr. Hernandez than she had received from Mr. Suriel.

56. On October 18, 2010, after having had an opportunity to review Ms. Pachon's file, Complainant discovered the documents showing that the USCIS had approved Ms. Pachon's Alien Relative Petition and the NVC documents instructing on the next steps to obtain Ms. Pachon's green card within a one-year time limit. She wrote to Mr. Hernandez and asked him to find out from Mr. Suriel what actions he took after the approval was granted.

57. Mr. Hernandez responded on October 21, 2010, but did not answer the question. He wrote:

As concerns . . . the Alien Relative Petition, Mr. Suriel remains mystified by your latest query since the work he was tasked to complete was done. And as you know, after successfully obtaining an I-130 approval, there follows a time of measured, indefinite duration for a visa number so that application can then be made for an eventual adjustment to lawful permanent resident status. Repetitious exigency of time declarations, especially in the context of an already approved I-130 seems, at best, incongruous.

58. Mr. Hernandez explained that although "out of abundant good faith" Mr. Suriel would send one more billing statement, "to be clear, Mr. Suriel has little appetite for what now seems to be an endless stream of redundant requests on the same subject." Mr. Hernandez, on Mr. Suriel's behalf, explained in his October 21 letter that Mr. Suriel had both a legal and equitable right to be paid for his services (despite Mr. Suriel's own promises earlier that he would refund to Ms. Pachon whatever amount she deemed "apropos" and would "make her whole").

59. On November 10, 2010, Mr. Hernandez sent to Complainant Mr. Suriel's billing statement identified in ¶ 39(c) above. In that billing statement, Mr. Suriel charged Ms. Pachon a litigation billing rate of \$350 per hour. Were this

matter to proceed to a contested hearing, Ms. Pachon would testify that Mr. Suriel conducted no litigation on her behalf from and after April 13, 2010. Mr. Suriel would testify that he uses the term "litigation rate" to refer to anything having to do with immigration court as opposed to matters that involve merely forms or transactional work. On the bill, two phone calls were billed at .5 hours each, signifying the first time Mr. Suriel ascribed anything less than one full hour to any activity purportedly on Ms. Pachon's behalf.

60. Mr. Suriel voiced regrets to the State Bar over aspects of his handling of Ms. Pachon's legal matter. Were this matter to proceed to a contested hearing, he would testify that: It was (and is) complex on multiple levels; Ms. Pachon is subject to a 1989 deportation order and he was unable to locate what immigration court had jurisdiction, despite multiple efforts (including FOIA requests and motions to various courts); He believes that INS (now ICE) may have destroyed her file—at the least, it has certainly been misplaced; This is not unusual, particularly with older files; Ms. Pachon had entered the U.S. on a K-1 visa while engaged to Mr. Baker; A restriction of a K-1 visa is that residency can only be obtained while married to that person; Her case was referred back to Bogata after she divorced Baker, but she indicated to Mr. Suriel that she had left the U.S., traveled to Mexico, and reentered the U.S. illegally across the U.S.-Mexico border; After her visa request was referred to Bogata, she was not eligible for "immediate relative" relief while in the US; She needed to return to Colombia to complete the process for a visa approval, which she was unwilling to do; He could not simply appear in an immigration court in Phoenix and request a ruling because the original court having jurisdiction, which he was unable to identify, first had to authorize a change of

venue; Finally, there was always a question as to the validity of her marriage to Rozendale; They did not live together, she did not trust him, there were times over the years that she discussed divorce, and Rozendale has since committed suicide.

### **CONDITIONAL ADMISSIONS**

Mr. Suriel'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. Mr. Suriel conditionally admits that:

61. By failing to sufficiently document his communication with Ms. Pachon, to provide her with contemporaneous detailed billing regarding his time spent working on her matter over the years, to provide her a written explanation when transferring the \$10,000 deposit for bond, to provide a sufficiently clear initial fee agreement, or to provide her a clear new fee agreement when he accepted her \$30,000 in checks in 2010, Mr. Suriel failed to reasonably communicate with Ms. Pachon in violation of ER 1.4.

62. By charging and collecting from Ms. Pachon fees for things including his continuing education expenses, travel, an entire weekend not devoted exclusively to her matter, time not actually spent in telephone calls, and for an associate attorney who was never retained and paid, Mr. Suriel charged unreasonable fees in violation of ER 1.5(a).

63. By failing to communicate to Ms. Pachon in writing the basis or rate of the fee and expenses for which she was to be responsible following the successful conclusion of the first matter for which she retained him, despite the specific provision in the initial written Fee Agreement that stated that additional services would be memorialized in a new written fee agreement, and by subsequently

charging an hourly rate higher than that provided for in the initial written fee agreement without a writing explaining same in advance, Mr. Suriel violated ER 1.5(b).

64. By charging Ms. Pachon a "nonrefundable", "earned when paid" fee without simultaneously advising her in writing that she may nevertheless discharge him at any time and in that event may be entitled to a refund of all or part of the fee based upon the value of the representation pursuant to ER 1.5(a), Mr. Suriel violated ER 1.5(d)(3).

65. By collecting \$10,000 from Ms. Pachon to hold for her in the event she needed to post a bond(a contingency which never eventuated), and another \$10,000 to pay to Mr. Diamante in the event she retained him (which she did not), not depositing into or keeping both sums in his trust account, and depositing both sums into his operating account, Mr. Suriel violated ER 1.15(a) and Rule 43(a), Ariz. R. Sup. Ct.

66. By failing to maintain an individual client ledger for Ms. Pachon, and a general trust account ledger that included Ms. Pachon's money, Mr. Suriel violated ER 1.15(a) and Rule 43(b), Ariz. R. Sup. Ct.

67. By failing to give Ms. Pachon, on her request, her money that Mr. Suriel should have been keeping in his trust account, and by failing to promptly render a full accounting regarding her money, Mr. Suriel violated ER 1.15(d).

68. By failing to keep separate the money Ms. Pachon gave him to hold for specific contingencies which never occurred, in which Ms. Pachon claims an interest, until her claims to the money were resolved, Mr. Suriel violated ER 1.15(e).

69. After he successfully concluded the initial task for which he was retained and paid, by collecting from Ms. Pachon \$40,000, billing her \$32,900 worth of services, agreeing to refund to her whatever amount she deemed "apropos" or that would make her whole, but refunding nothing (until this Agreement), Mr. Suriel violated ER 1.16(d).

70. By failing to make monthly three-way reconciliations of the client ledgers, trust account general ledger or register, and the trust account bank statement, Mr. Suriel violated Rule 43(b), Ariz. R. Sup. Ct.

### **RESTITUTION**

Mr. Suriel agrees to pay Restitution of \$20,000 to Ms. Pachon to be paid within 30 days following the date of the Final Judgment and Order herein.

### **SANCTION**

Mr. Suriel 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; Restitution of \$20,000 to Ms. Pachon to be paid within 30 days following the date of the Final Judgment and Order herein; and Probation for one year to include State Bar-sponsored fee arbitration if Ms. Pachon requests it, TAEPP, and LOMAP. Mr. Suriel also agrees to pay the costs and expenses of the disciplinary proceeding.

### **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 duty violated**

As described above, Mr. Suriel's conduct violated his duty to his client and to the legal profession.

#### **The lawyer's mental state**

For purposes of this agreement the parties agree that Mr. Suriel in some cases knowingly and in other cases negligently conducted himself in the manner described above 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 Mr. Suriel's client and to the legal profession.

Given the foregoing, the parties agree that the following are the relevant and appropriate *Standards* in this matter.

#### **ER 1.4 *Standard* 4.42**

Suspension is generally appropriate when:



\* \* \*

(b) a lawyer engages in a pattern of neglect and causes injury or potential injury to a client.

***Standard 4.43***

Reprimand is generally appropriate when a lawyer is negligent and does not act with reasonable diligence in representing a client, and causes injury or potential injury to a client.

**ERs 1.5(a), ER 1.5(b), and ER 1.5(d)(3)**

***Standard 4.62***

Suspension is generally appropriate when a lawyer knowingly deceives a client, and causes injury or potential injury to a client.

***Standard 4.63***

Reprimand is generally appropriate when a lawyer negligently fails to provide a client with accurate or complete information, and causes injury or potential injury to the client.

***Standard 7.2***

Suspension is generally appropriate when a lawyer knowingly engages in conduct that is a violation of a duty owed as a professional, and causes injury or potential injury to a client, the public, or the legal system.

***Standard 7.3***

Reprimand is generally appropriate when a lawyer negligently engages in conduct that is a violation of a duty owed as a professional, and causes injury or potential injury to a client, the public, or the legal system.

**ERs 1.15(a), ER 1.15(d), and ER 1.15(e)**

***Standard 4.12***

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.

***Standard 4.13***

Reprimand is generally appropriate when a lawyer is negligent in dealing with client property and causes injury or potential injury to a client.

**ER 1.16(d)**

See ***Standards 7.2 and 7.3*** above

### **Aggravating and mitigating circumstances**

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

**Standard 9.22.** Factors which may be considered in **aggravation**:

- (d) multiple offenses;
- (g) refusal to acknowledge wrongful nature of conduct;
- (h) vulnerability of victim – client was subject to arrest and deportation at any time;
- (i) substantial experience in the practice of law; and
- (j) indifference to making restitution (other than as a condition of this Agreement for Discipline by Consent).

**Standard 9.32.** Factors which may be considered in **mitigation**:

- (a) absence of a prior disciplinary record;
- (b) absence of a dishonest or selfish motive;
- (c) personal or emotional problems (sealed); and
- (g) character or reputation.

### **Discussion**

The parties conditionally agree that a greater or lesser sanction would not be appropriate under the facts and circumstances of this matter. The presumptive sanction lies between reprimand and suspension. Mr. Suriel's judgments in the underlying immigration matter were affected by the complexities of Ms. Pachon's case, and he is willing to resolve the financial issues by paying restitution and agreeing to binding arbitration rather than by making Ms. Pachon pursue and endure time-consuming and expensive litigation. Based on the *Standards* and in

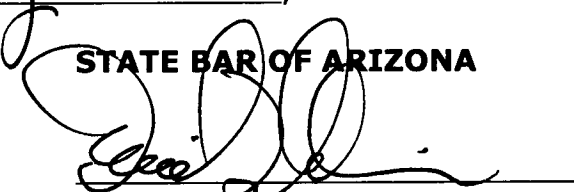
light of the facts and circumstances of this matter, the parties conditionally agree that the sanction set forth above is within the range of appropriate sanction and will serve the purposes of lawyer discipline.

**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 Mr. Suriel believe that the objectives of discipline will be met by the imposition of the proposed sanction of Reprimand; Restitution of \$20,000 to Ms. Pachon; Probation for one year to include State Bar-sponsored fee arbitration if Ms. Pachon requests it, TAEPP, and LOMAP; and the imposition of costs and expenses. A proposed form of order is attached hereto as Exhibit "B."

DATED this 23<sup>rd</sup> day of May, 2012.

STATE BAR OF ARIZONA

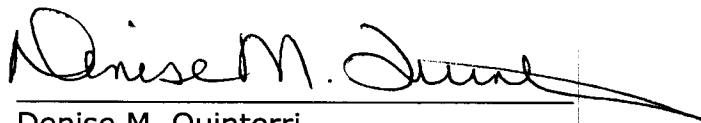
  
David L. Sandweiss  
Senior Bar Counsel

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

DATED this 17<sup>th</sup> day of May, 2012.


  
Nicomedes E. Suriel  
Respondent

DATED this 21<sup>st</sup> day of May, 2012.



Denise M. Quinterri  
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  
this 23<sup>rd</sup> day of May, 2012.

Copies of the foregoing mailed/emailed  
this 23<sup>rd</sup> day of May, 2012, to:

Denise M. Quinterri  
*The Law Office of Denise M. Quinterri PLLC*  
4747 E. Elliot Rd., Ste. 29-210  
Phoenix, AZ 85044-1627  
Email: [dmq@azethicslaw.com](mailto:dmq@azethicslaw.com)  
Respondent's Counsel

Copy of the foregoing emailed  
this 23<sup>rd</sup> day of May, 2012, to:

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

Copy of the foregoing hand-delivered  
this 23<sup>rd</sup> day of May, 2012, to:

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

By:



DLS:dds

EXHIBIT "A"

**Statement of Costs and Expenses**

In the Matter of a Member of the State Bar of Arizona,  
Nicomedes E. Suriel, Bar No. 016317, Respondent

File No(s). 10-1868

**Administrative Expenses**

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

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

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

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

**Staff Investigator/Miscellaneous Charges**

Total for staff investigator charges \$ 0.00

**TOTAL COSTS AND EXPENSES INCURRED** **\$1,200.00**

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

4-17-12  
\_\_\_\_\_  
**Date**

EXHIBIT "B"

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

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

**Nicomedes E. Suriel,  
Bar No. 016317,**

Respondent.

**PDJ-2012-**

**FINAL JUDGMENT AND ORDER**

No. 10-1868

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

**IT IS HEREBY ORDERED** that Respondent **Nicomedes E. Suriel** 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 Mr. Suriel pay Restitution of \$20,000 to Ms. Pachon within 30 days following the date of this Final Judgment and Order.

**IT IS FURTHER ORDERED** that Mr. Suriel shall be on Probation for one year to include State Bar-sponsored fee arbitration if Ms. Pachon requests it, TAEPP, and LOMAP.

**LOMAP**

Mr. Suriel 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. Mr. Suriel shall submit to a LOMAP examination of his office's procedures, including, but not limited to, compliance with



ERs 1.4, 1.5, 1.15, 1.16, and Rule 43. 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 year from that date. Mr. Suriel shall be responsible for any costs associated with LOMAP.

#### **TAEPP**

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

#### **NON-COMPLIANCE LANGUAGE**

In the event that Mr. Suriel 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 Mr. Suriel 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 Mr. Suriel pay the costs and expenses of the State Bar of Arizona in the amount of \$ \_\_\_\_\_.

**IT IS FURTHER ORDERED** that Mr. Suriel 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 \_\_\_\_\_.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
**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 \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Copies of the foregoing mailed/emailed  
this \_\_\_\_\_ day of \_\_\_\_\_, 2012, to:

Denise M. Quinterri  
*The Law Office of Denise M Quinterri PLLC*  
4747 E. Elliot Rd., Ste. 29-210  
Phoenix, AZ 85044-1627  
Email: [dmq@azethicslaw.com](mailto:dmq@azethicslaw.com)  
Mr. Suriel's Counsel

Copy of the foregoing hand-delivered/emailed  
this \_\_\_\_\_ day of \_\_\_\_\_, 2012, to:

David L. Sandweiss  
Senior Bar Counsel  
State Bar of Arizona  
4201 North 24<sup>th</sup> Street, Suite 100  
Phoenix, Arizona 85016-6266  
Email: [lro@staff.azbar.org](mailto:lro@staff.azbar.org)

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

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

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

FILED

JAN 18 2012

STATE BAR OF ARIZONA

BY

*B. Wold*

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

No. 10-1868

NICOMEDES E. SURIEL  
Bar No. 016317

PROBABLE CAUSE ORDER

Respondent

The Attorney Discipline Probable Cause Committee of the Supreme Court of Arizona ("Committee") reviewed this matter on January 13, 2012, pursuant to Rules 50 and 55, Ariz. R. Sup. Ct., for consideration of the State Bar's Report of Investigation and Recommendation, and Respondent's Response.

By a vote of 8-0-1,<sup>1</sup> the Committee finds there is probable cause exists to file a complaint against Respondent in File No. 10-1868.

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

Parties may not file motions for reconsideration of this Order.

DATED this 17<sup>th</sup> day of January, 2012.

*Michael D. Ryan*

Justice Michael D. Ryan (retired)  
Chair, Attorney Discipline Probable Cause Committee  
of the Supreme Court of Arizona

<sup>1</sup> Committee member Richard Segal did not participate in this matter.

Original filed this 18<sup>th</sup> day  
of January, 2012, with:

Lawyer Regulation Records Department  
State Bar of Arizona  
4201 North 24<sup>th</sup> Street, Suite 200  
Phoenix, Arizona 85016-6288

Copy mailed this 20<sup>th</sup> day  
of January, 2012, to:

Ms. Denise M. Quinterri  
*The Law Office of Denise M. Quinterri PLLC*  
4747 East Elliot Road, Suite 29-210  
Phoenix, Arizona 85044-1627  
Respondent's Counsel

Copy emailed this 20<sup>th</sup> day  
of January, 2012, to:

Lawyer Regulation Records Manager  
State Bar of Arizona  
4201 North 24<sup>th</sup> Street, Suite 200  
Phoenix, Arizona 85016-6288

Attorney Discipline Probable Cause Committee  
of the Supreme Court of Arizona  
1501 West Washington Street, Suite 104  
Phoenix, Arizona 85007  
ProbableCauseComm@courts.az.gov

by: 