

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

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

**DAVID J. WOLF,  
Bar No. 012946**

Respondent.

**PDJ 2014-9048**

**FINAL JUDGMENT AND ORDER**

[State Bar No. 12-0966]

**FILED JULY 7, 2014**

The Presiding Disciplinary Judge of the Supreme Court of Arizona, having reviewed the Agreement for Discipline by Consent filed on June 27, 2014, pursuant to Rule 57(a), Ariz. R. Sup. Ct., hereby accepts the parties' proposed agreement.

Accordingly:

**IT IS HEREBY ORDERED** that Respondent, **David J. Wolf**, is hereby reprimanded for his conduct in violation of the Arizona Rules of Professional Conduct, as outlined in the consent documents effective the date of this Order.

**IT IS FURTHER ORDERED** that Respondent shall be placed on probation for a period of two (2) years, with terms and conditions to be determined at the time of Respondent's reinstatement from his current suspended status.

**IT IS FURTHER ORDERED** that Respondent pay the costs and expenses of the State Bar of Arizona in the amount of \$1,200.00. 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 7<sup>th</sup> day of July, 2014.

*William J. O'Neil*

---

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

Copies of the foregoing mailed/emailed  
this 7<sup>th</sup> day of July, 2014.

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by: MSmith

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**SUPREME COURT OF THE STATE OF ARIZONA**  
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1501 W. WASHINGTON, SUITE 102, PHOENIX, AZ 85007-3231

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

**DAVID J. WOLFE,**  
**Bar No. 012946**

Respondent.

**No. PDJ-2014-9048**

**REPORT ACCEPTING CONSENT  
FOR DISCIPLINE**

[State Bar No. 12-0966]

**FILED JULY 7, 2014**

An Agreement for Discipline by Consent filed on June 27, 2014, was submitted pursuant to Rule 57 of the Rules of the Arizona Supreme Court. Pursuant to that rule the parties may tender an agreement regarding a respondent against whom a formal complaint has been filed. Here, a Probable Cause Order was filed on March 21, 2014, and the formal complaint was filed on June 9, 2014. Such tender is a conditional admission of unethical conduct in exchange for a stated form of discipline, other than disbarment.

Bar Counsel provided notice of this agreement to counsel for the complainant(s) by letter on May 6, 2014. Included within that letter was a notification of the opportunity for the complainant to file a written objection to the agreement with the State Bar within five (5) business days of bar counsel's notice. No objection has been filed.

Upon filing such agreement, the presiding disciplinary judge, "shall accept, reject or recommend modification of the agreement as appropriate".

Accordingly,

**IT IS ORDERED** incorporating by this reference the Agreement for Discipline by Consent and any supporting documents by this reference. The agreed upon sanctions include the imposition of a reprimand, two years of probation effective upon reinstatement from Mr. Wolf's current suspension with terms and conditions to be determined at the time of reinstatement, and the payment of costs. The record is devoid of any evidence to support mitigating factors 9.32(c), (g) or (l); however, the absence of those factors do not change the overall outcome.

**IT IS ORDERED** the Agreement for Discipline by Consent discipline is accepted. A proposed final judgment and order was submitted simultaneously with the Agreement. Costs as submitted are approved in the amount of \$1,200.00. The proposed final judgment and order having been reviewed are approved as to form. Now therefore, the final judgment and order is signed this date.

DATED this 7<sup>th</sup> day of July, 2014

*William J. O'Neil*

---

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

COPY of the foregoing e-mailed/mailed  
this 7<sup>th</sup> day of July, 2014, to:

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

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

**DAVID J. WOLF,  
Bar No. 012946,**

Respondent.

**PDJ 2014-9048**

**AGREEMENT FOR DISCIPLINE BY  
CONSENT**

State Bar No. 12-0966

The State Bar of Arizona through undersigned Bar Counsel, and Respondent David J. Wolf who is represented in this matter by counsel John Gabroy, hereby submit their Tender of Admissions and Agreement for Discipline by Consent pursuant to Rule 57(a), Ariz. R. Sup. Ct.<sup>1</sup> A Probable Cause Order was entered on March 21, 2014, and a formal complaint was filed on June 9, 2014.

Respondent voluntarily waives the right to an adjudicatory hearing unless otherwise ordered, and waives all motions, defenses, objections or requests which

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

have been made or raised, or could be asserted thereafter, if the conditional admissions and proposed form of discipline is approved.

Pursuant to Rule 53(b) (3) the State Bar furnished notice of this agreement to the complainants by letter mailed on May 6, 2014, to their counsel LaShawn Jenkins. The State Bar informed Complainants of the opportunity to file a written objection to the agreement with the State Bar within five (5) business days of bar counsel's notice.

Respondent conditionally admits that his conduct as set forth below violated Rule 42, ER 1.2 (Scope of Representation and Allocation of Authority between Client and Lawyer); ER 1.4 (Communication); ER 1.5(b) and (c) (Fees); ER 1.7 (Conflicts re: Current Clients); ER 1.15 (Safekeeping Property); ER 2.1 (Advisor), and Rule 43 (trust accounts).

Upon acceptance of this agreement, Respondent agrees to accept imposition of the following discipline: Reprimand and probation. The terms of probation will be determined at the time of Respondent's reinstatement proceedings. Respondent 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."

## **FACTS**

### **COUNT ONE of ONE (File no. 12-0966/Dominguez)**

1. At all times relevant, Respondent was a lawyer licensed to practice law in the state of Arizona having been admitted to practice in Arizona on October 21, 1989.

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<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.

2. Complainants own El Paisano's Auto Sales. In 2004, the State of Arizona charged Mr. Dominguez (hereafter, "Complainant" when referred to in the singular) with the crimes of conducting a criminal enterprise, forgery, using motor vehicles to smuggle illegal aliens or drugs into the U.S., and preparing false motor vehicle documents to prevent the identification of persons engaged in human and drug smuggling. The state also initiated forfeiture proceedings against Complainants and seized their cars, real property, cash, and other items of personal property used in their business. A Federal ICE agent supplied an affidavit that El Paisano sold vehicles to the Collazo criminal organization.

3. Complainants retained Respondent to represent them in both matters. This bar charge implicates only the forfeiture case. Complainants signed a fee agreement by which they agreed to pay Respondent a contingent fee of one-third "of any and all amounts received." The written fee agreement did not state expressly that the contingent fee applied to the value of property recovered. Complainant, however, admitted during his deposition taken in the related fee dispute litigation<sup>3</sup> that the one-third fee applied both to cash and the value of property recovered.

4. The fee agreement also allowed Respondent to employ associate counsel at his discretion and at his sole expense, but expressly stated that it did not cover appeals. It also provided that if Respondent had to withdraw due to client misrepresentation or because he was discharged, he would be entitled to a fee of \$225.00 per hour for his time and a reasonable rate for clerical staff time spent on the case up to that point.

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<sup>3</sup> *Dominguez v. Wolf et ux., et al.*, Maricopa County Superior Court No. CV2012-011408.

5. Finally, the fee agreement stated, "Neither attorneys nor client(s) will settle case without the other's prior approval." Respondent contended that this provision was not intended to give him a right of approval over Complainants' settlement decision; rather, it was intended to prevent Complainants from settling their case behind Respondent's back and cheat him out of a contingent fee.

6. In 2006, Complainants pled guilty to felonies and at their sentencing admitted facts sufficient to support convictions for felonies. At sentencing, however, their convictions were designated misdemeanors. Thereafter, with Complainants' consent, Respondent associated attorney Lyle Aldridge in the forfeiture matter. Mr. Aldridge agreed to collect his hourly fee out of Respondent's share of the contingent fee, meaning Mr. Aldridge agreed to await payment until the matter concluded.

7. The forfeiture litigation involved some complex issues regarding racketeering and estoppel concepts. The state's right to forfeit Complainants' property hinged on whether the crimes to which Complainants pled guilty constituted statutory "racketeering." That question in turn hinged on whether the crimes were punishable by more than one year of incarceration. On cross motions for summary judgment the court in December 2006 agreed with Complainants that the possible punishment is determined as of the time of sentencing, not conviction. The court denied several subsequent motions and in March 2007 entered a judgment certified as final pursuant to Rule 54(b), Ariz. R. Civ. P., dismissing the state's forfeiture complaint without prejudice, directing release to Complainants of their seized assets, and setting Complainants' damages claim for trial.

8. In April 2007, the state filed an appeal ("first appeal"). Respondent explained to Complainants that because the original contingent fee agreement did not



contemplate an appeal, they would have to reach a new agreement. Respondent also explained that he wanted Mr. Aldridge involved in the appeal. Respondent told Complainants that he would ask a partner in Mr. Aldridge's firm, John Gabroy, if Mr. Gabroy's firm would agree to await payment of Mr. Aldridge's hourly fees on appeal until the case resolved. Mr. Gabroy agreed to have his firm await payment of Mr. Aldridge's appeal fees until the case resolved but also required Respondent to be personally responsible for Mr. Aldridge's fees if Complainants did not pay. Respondent agreed.

9. Neither Mr. Aldridge nor Respondent told Complainants what Mr. Aldridge's hourly fees were for the appeal but Respondent did tell them that his own fee was \$300.00 per hour. Respondent also agreed to await payment of his appeal fees pending resolution of the case.

10. Complainants agreed to pay both lawyers' fees for the appeal but neither Respondent nor Mr. Aldridge communicated to Complainants in writing the basis or rate of his fee. Respondent did give Complainants a newer version of his contingent fee agreement. It provided that if Respondent had to withdraw due to client misrepresentation or because he was discharged, he would be entitled to a fee of \$300.00 per hour for his time (rather than \$225.00 per hour as stated in the fee agreement that the parties earlier had signed) and \$85.00 per hour for clerical staff time spent on the case up to that point. The newer version of the contingent fee agreement, like the agreement that Complainants signed, contained the express provision: "This agreement does not cover appeals." Complainants did not sign the newer version.

11. In February 2008, the Court of Appeals ruled that because the trial court dismissed the state's complaint without prejudice there had been no adjudication on the merits, the state was not aggrieved by the judgment and, therefore, the appeals court lacked jurisdiction over the appeal. It directed the trial court to enter an order dismissing the case with prejudice, and awarded Complainants \$20,000 in attorney's fees.

12. The trial court entered judgment dismissing the state's case with prejudice and in August 2008, the state filed its second notice of appeal ("second appeal"). In the meantime, Complainants' damages case was tried to the court in September 2008. The court decided that Complainants were entitled to the return of their property but not to consequential or incidental damages. Complainants appealed that decision; their appeal was consolidated with the state's second appeal. As before, Mr. Aldridge participated in the brief writing, research, and strategizing, but did not appear as counsel of record.

13. Oral argument on the consolidated appeals was set for February 2, 2010. Respondent prepared an addendum to his fee agreement that he presented to Complainants to sign on February 2, 2010, at oral argument. The addendum is dated February 2, 2010, and recites that Respondent advised Complainants before filing the first appeal that he would associate with Mr. Aldridge; that Complainants consented; that the original contingency fee agreement did not cover appeals; that Mr. Aldridge's firm would be paid some unstated hourly fee to handle the appeal regardless of the outcome but would refrain from collecting until the case was over; and that Complainants and Respondent accepted shared liability to satisfy any unpaid fees.

14. Although the addendum did not identify Mr. Aldridge's hourly rate, Respondent had shown Complainants Mr. Aldridge's billing statements for services dating back to August 2006 on which he billed at \$250.00 per hour.

15. The Court of Appeals reversed the trial court and held that the trial court should have granted the state partial summary judgment. It remanded the case for a trial on whether there was a sufficient nexus between Complainants' criminal conduct and the items sought to be forfeited. It also held that since the state's case was reinstated, the trial court's calculation of Complainants' damages was premature. Therefore, it did not decide Complainants' appeal.

16. Following a motion for reconsideration and petition for review to the Supreme Court, both of which were denied, the case wound its way back to the trial court. After additional motions and a settlement conference, in July 2011 the parties settled the case. The state paid Complainants about \$733,000 and returned a building, Hummer SUV, equipment, tools, and a trailer that Respondent valued at \$500,000 such that the total settlement equated to \$1,233,000.00.

17. In late 2011, Respondent deposited the cash portion of the settlement, \$733,000, into his IOLTA. Over the ensuing year, he distributed to himself in piecemeal fashion his earned fees (including one-third of the value of the recovered property) and reimbursements for costs advanced.

18. Complainants did not agree that Respondent was permitted to charge his contingent fee against the value of the recovered property and sued Respondent. Because the suit put ownership of some of the recovered funds at issue Respondent returned his withdrawn fees to his trust account.

19. From November 2011-November 2012, Respondent made 63 disbursements from his trust account that he attributed to "fees" in Complainant's case. Many of the disbursements were directly to Respondent's creditors, medical providers, or for family matters (e.g., Respondent's daughter's school tuition and car insurance) and were not related to Complainants' case. The funds used for those disbursements, however, came from fees that Respondent earned in the case.

20. The State Bar's trust account examiner discovered the following violations:

i. Respondent converted client L.M.'s funds for one day when check #1935 in the amount of \$15,000 payable to Wolf & Associates cleared the account on November 21, 2011 when according to the client ledger the balance of funds held on deposit for this client as of October 25, 2011 was only \$445.00. Respondent contends there was no conversion because the funds in question were covered by the fees and costs in trust of Complainants' settlement that had yet to be disbursed to Respondent's law firm.

ii. From August 6, 2012 through November 1, 2012, Respondent made seven disbursements from his trust account that he designated as related to client El Paisano/Dominguez when, in fact, they were not for client-related purposes.

iii. On January 31, 2012, Respondent recorded on his administrative funds ledger but not on client C.H.'s ledger a transfer of \$2.01 to client C.H.

iv. Respondent's individual client ledgers do not include the payor of each receipt of funds. However, Respondent contends that while the applicable rule requires that the payor be identified, included in each of Respondent's ledgers was a copy of the settlement draft and deposit slip, both of which identified the payor.

v. Between August 2011 and May 2013, Respondent failed to conduct three-way reconciliations of his client ledgers, his general ledger and his bank statements, resulting in 14 errors in accounting for funds in his trust account.

vi. Respondent disbursed from his IOLTA by withdrawal on approximately 11 occasions and through counter checks on approximately two occasions during the period of review, not by pre-numbered check or electronic transfer.

vii. Respondent kept in his trust account for eleven months the amount of his earned fees that his clients conceded were earned; and

viii. Respondent kept in his trust account for six weeks the amount of costs he advanced to which he was entitled to reimbursement.

21. During the period in question, Respondent was suspended from the practice of law. He believed that he was not obligated to comply with the documentary requirements of Rule 43. He also believed that it was not necessary to disburse case-related fees and costs from his trust account to a business account, and then pay debts that were not case-related from the latter account.

22. In the civil litigation, on cross-motions for summary judgment the judge held that Complainants understood and agreed that the contingent fee applied to both money and property recovered. He also ruled that Complainants' claim that appellate lawyers were to be paid from Respondent's contingent fee "makes no sense." He commented that although there was evidence that Respondent violated ethical rules, and while violations of those rules sometimes can preclude court claims or defenses, they do not do so in this case (citing Rule 42, Preamble note [20]; *Peterson v. Anderson*, 155 Ariz. 108 (App. 1987)). The parties settled prior to the scheduled March 2014 trial for mutual dismissals of all claims and counterclaims.

### **CONDITIONAL ADMISSIONS**

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

Respondent conditionally admits that he committed the following violations:  
**ER 1.2(a)**, "A lawyer shall abide by a client's decision whether to settle a matter." In his fee agreement, Respondent reserved to himself the right to approve or disapprove a settlement.

**ER 1.4**, generally, "Communication." By presenting a written form for the clients to sign on the morning of oral argument of an appeal at the Court of Appeals seeking the clients' consent to retain and pay Mr. Aldridge, Respondent failed to communicate important information to the clients in a reasonably timely manner to enable them to make an informed decision on the subject.

**ER 1.5(b)**, "Fees" and fee agreements. Respondent failed to communicate to his clients in writing before or within a reasonable time after commencing their representation on the appeals, the rate of the fee he charged them for handling their appeals.

**ER 1.5(c)**, "Fees" and contingent fee agreements. Respondent's fee agreement called for a contingent fee of one-third of "any and all amounts received." It did not clearly articulate "the method by which the fee is to be determined" since it did not specify that the contingent charge also would apply to the value of property recovered.

**ERs 1.7(a)**, "Conflict of Interest" and **2.1**, "Advisor" (discussed in Arizona Ethics Opinion 03-05). Respondent impermissibly agreed to guarantee his clients' debt for attorney fees owed to Mr. Aldridge.

**ER 1.15**, "Safekeeping property" and **Rule 43**, "Trust Accounts." Respondent failed to safe keep client property; converted one client's funds for one day; failed to maintain trust account records according to minimum standards; disbursed trust account funds not in connection with the representation of an Arizona client; failed to record transfer of funds on a client's ledger; failed to identify the payor of funds on client ledgers; failed to conduct three-way reconciliations; disbursed funds without using a pre-numbered check or by electronic transfer; and commingled his money with that of his clients.

## **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, probation, and payment of the costs and expenses of this disciplinary proceeding. The terms of probation will be determined at the time of Respondent's reinstatement proceedings.

## **LEGAL GROUNDS IN SUPPORT OF SANCTION**

In determining an appropriate sanction, the parties consulted the American Bar Association's *Standards for Imposing Lawyer Sanctions (Standards)* pursuant to Rule 57(a)(2)(E). The *Standards* are designed to promote consistency in the imposition of sanctions by identifying relevant factors that courts should consider and then applying those factors to situations where lawyers have engaged in various types of misconduct. *Standards* 1.3, Commentary. The *Standards* provide guidance with respect to an appropriate sanction in this matter. *In re Peasley*, 208 Ariz. 27, 33, 35, 90 P.3d 764, 770 (2004); *In re Rivkind*, 162 Ariz. 154, 157, 791 P.2d 1037, 1040 (1990).

In determining an appropriate sanction consideration is given to: A. the duty violated; B. the lawyer's mental state; C. the actual or potential injury caused by the misconduct; and D. the existence of aggravating and mitigating factors. *Peasley*, 208 Ariz. at 35, 90 P.3d at 772; *Standard* 3.0.

A. Respondent violated his duty to his clients.

B. Respondent's mental state was negligent.

C. There was potential injury to the clients.

The parties agree that *Standards 4.13, 4.33, and 4.63* are relevant.

**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.

**Standard 4.33** - Reprimand is generally appropriate when a lawyer is negligent in determining whether the representation of a client may be materially affected by the lawyer's own interests, or whether the representation will adversely affect another 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.

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

D. Aggravating and mitigating circumstances

Aggravating factors (Standard 9.22) include:

- (a) prior disciplinary offenses<sup>4</sup>;
- (c) a pattern of misconduct – many of the current violations implicate the same ERs and Rules that Respondent violated in his prior cases;
- (d) multiple offenses;
- (g) refusal to acknowledge wrongful nature of conduct; and
- (i) substantial experience in the practice of law.

Mitigating factors (Standard 9.32) include:

- (b) absence of a dishonest or selfish motive;

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<sup>4</sup> 2012, one year suspension and two years probation (LOMAP and MAP) in SBA nos. 10-0411, 10-1614, and 11-0404, ERs 1.3, 1.4, 1.5(a), (b), and (d), 1.16(d), 5.3, and 8.4(b).

August 2013, consent for reprimand and one year probation (fee arbitration and CLE-“Ten Deadly Sins of Conflicts of Interest” and “Protecting Your Business from Employee Theft”), ERs 1.2, 1.3, 1.4, 1.7, 5.3, and 8.4(d).

2009, SBA no. 08-2191 (Trust Account), diversion to LOMAP and TAEPP for ER 1.15, and Rule 43 and then-existing Rule 44. Although diversion is not “discipline” Respondent’s conduct constituted “offenses” for which discipline may be imposed.



- (c) personal or emotional problems;
- (e) full and free disclosure to a disciplinary board or cooperative attitude toward proceedings;
- (g) character or reputation; and
- (l) remorse.<sup>5</sup>

### **DISCUSSION**

The parties conditionally agree that a greater or lesser sanction would not be appropriate under the facts and circumstances. The presumptive sanction is reprimand. Aggravating factors preponderate over mitigating factors; were this matter to proceed to a contested hearing, those factors might induce a hearing panel to impose a suspension. However, the underlying litigation originated largely as a fee dispute, many of the issues raised here were litigated in court, and the parties settled for a walkaway. Respondent's trust account violations are documentary and reveal his lack of understanding of how to administer a trust account, but there was no defalcation of funds. Moreover, Respondent did not believe that the rules for administration of trust accounts applied while he was suspended. Finally, Respondent has pending before this court an Application for Reinstatement from his suspension. A requirement of his suspension is that upon reinstatement Respondent will be placed on probation for two years on terms to be determined. Adding the same probationary terms to this consent will fulfill the purposes of lawyer discipline.

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.

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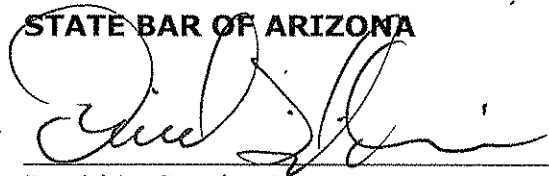
<sup>5</sup> The State Bar does not agree that Respondent has provided evidence to support (c), (g), and (l) as mitigating factors. Even if those mitigating factors do not apply, however, the State Bar agrees that reprimand and probation are the appropriate principal sanctions.

**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, probation, and payment of costs and expenses.

A proposed form order is attached hereto as Exhibit "B."

**DATED** this 26<sup>th</sup> day of June, 2014

**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 \_\_\_\_\_ day of June, 2014.

\_\_\_\_\_  
David J. Wolf  
Respondent

**DATED** this \_\_\_\_\_ day of June, 2014.

**GABROY ROLLMAN & BOSSE PC**

\_\_\_\_\_  
John Gabroy  
Counsel for Respondent

that the objectives of discipline will be met by the imposition of the proposed sanction of reprimand, probation, and payment of costs and expenses.

A proposed form order is attached hereto as Exhibit "B."

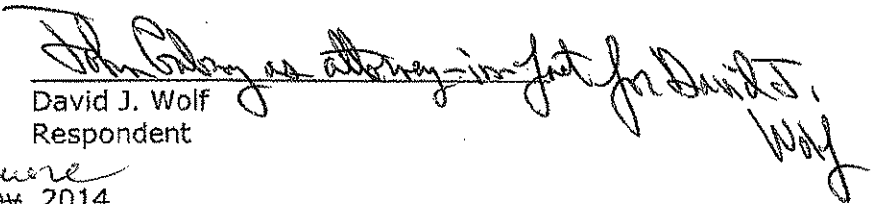
**DATED** this \_\_\_\_\_ day of May, 2014

**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 24 day of <sup>June</sup>~~May~~, 2014.

  
\_\_\_\_\_  
David J. Wolf  
Respondent

**DATED** this 24 day of <sup>June</sup>~~May~~, 2014.

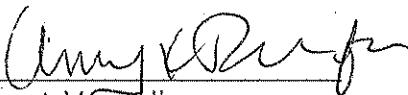
**GABROY ROLLMAN & BOSSE PC**

  
\_\_\_\_\_  
John Gabroy  
Counsel for Respondent

Approved as to form and content:

\_\_\_\_\_  
Maret Vessella  
Chief Bar Counsel

Approved as to form and content:

  
Maret Vessella  
Chief Bar Counsel

Original filed with the Disciplinary Clerk of  
the Office of the Presiding Disciplinary Judge  
of the Supreme Court of Arizona  
this 27<sup>th</sup> day of June, 2014.

Copies of the foregoing mailed/emailed  
this 27<sup>th</sup> day of June, 2014, to:

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Respondent's Counsel

Copy of the foregoing emailed  
this 27<sup>th</sup> day of June, 2014, to:

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Copy of the foregoing hand-delivered  
this 27<sup>th</sup> day of June, 2014, to:

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By:

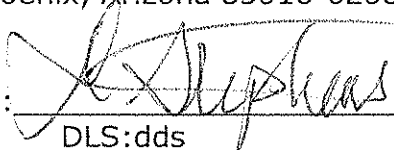
  
DLS:dds

EXHIBIT "A"

**Statement of Costs and Expenses**

In the Matter of a Suspended Member of the State Bar of Arizona,  
David J. Wolf, Bar No. 012946, Respondent

File No. 12-0966; PDJ 2014-9048

**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.

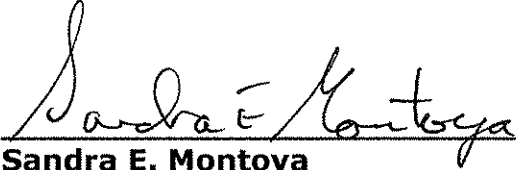
Factors considered in the administrative expense are time expended by staff bar counsel, paralegal, secretaries, typists, file clerks and messenger; and normal postage charges, telephone costs, office supplies and all similar factors generally attributed to office overhead. As a matter of course, administrative 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
<b>TOTAL COSTS AND EXPENSES INCURRED</b>	<b>\$ 1,200.00</b>

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

6-25-14  
\_\_\_\_\_  
**Date**

EXHIBIT "B"

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 SUSPENDED  
MEMBER OF THE STATE BAR OF  
ARIZONA,**

**DAVID J. WOLF,  
Bar No. 012946,**

Respondent.

**PDJ 2014-9048**

**FINAL JUDGMENT AND ORDER**

State Bar No. 12-0966

The 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, **David J. Wolf**, 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 two years, with terms and conditions to be determined at the time of Respondent's reinstatement from his current suspended status.

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



**IT IS FURTHER ORDERED** that Respondent shall pay the costs and expenses incurred by the disciplinary clerk and/or Presiding Disciplinary Judge's Office in connection with these disciplinary proceedings in the amount of \_\_\_\_\_, within thirty (30) days from the date of service of this Order.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
**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 \_\_\_\_\_, 2014.

Copies of the foregoing mailed/emailed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

John Gabroy  
Gabroy Rollman & Bosse PC  
3507 N. Campbell Ave., Ste. 111  
Tucson, Arizona 85719-2000  
Email: johngabroy@gabroylaw.com  
Respondent's Counsel

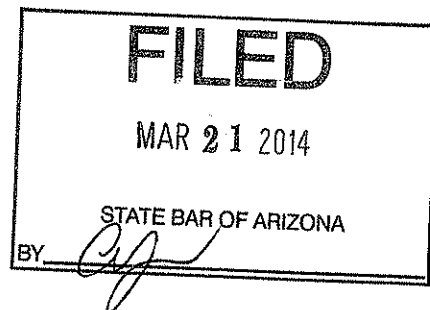
Copy of the foregoing emailed/hand-delivered this \_\_\_\_\_ day of \_\_\_\_\_, 2014, to:

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

Copy of the foregoing hand-delivered  
this \_\_\_\_ day of \_\_\_\_\_, 2014, to:

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

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



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

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

**DAVID J. WOLF,  
Bar No. 012946**

Respondent.

No. 12-0966

**PROBABLE CAUSE ORDER**

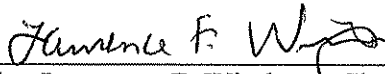
The Attorney Discipline Probable Cause Committee of the Supreme Court of Arizona (“Committee”) reviewed this matter on March 14, 2014, pursuant to Rules 50 and 55, Ariz. R. Sup. Ct., for consideration of the State Bar’s Report of Investigation and Recommendation, and Respondent’s Response.

By a vote of 7-0-2<sup>1</sup>, the Committee finds probable cause exists to file a complaint against Respondent in File No. 12-0966.

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

Parties may not file motions for reconsideration of this Order.

**DATED** this 26 day of March, 2014.

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

<sup>1</sup> Committee members Karen E. Osborne and Ben Harrison did not participate in this matter.

Original filed this 21<sup>st</sup> day  
of March, 2014, with:

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

Copy mailed this 21<sup>st</sup> day  
of March, 2014, to:

John Gabroy  
*Gabroy Rollman & Bosse PC*  
3507 North Campbell Avenue,  
Suite 111  
Tucson, Arizona 85719-2000  
Respondent's Counsel

Copy emailed this 21<sup>st</sup> day  
of March, 2014, to:

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

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

by: 