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Respondent's Counsel

**BEFORE THE PRESIDING DISCIPLINARY JUDGE**

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

**SHASTA MARIE NOLTE,  
Bar No. 030368,**

Respondent.

**PDJ 2020 9064**

State Bar File No. **19-0705**

**AGREEMENT FOR DISCIPLINE  
BY CONSENT**

The State Bar of Arizona, and Respondent Shasta Marie Nolte who is represented in this matter by counsel, James E Padish, hereby submit their Agreement for Discipline by Consent pursuant to Rule 57(a), Ariz. R. Sup. Ct. A probable cause order was entered on July 2, 2020, but no formal complaint has been

filed in this matter. Respondent voluntarily waives the right to an adjudicatory hearing, unless otherwise ordered, and waives all motions, defenses, objections or requests which have been made or raised, or could be asserted thereafter, if the conditional admission and proposed form of discipline is approved.

Pursuant to Rule 53(b)(3), Ariz. R. Sup. Ct., notice of this agreement was provided to the complainant by email on August 3, 2020. Complainant has been notified of the opportunity to file a written objection to the agreement with the State Bar within five (5) business days of bar counsel's notice. Copies of Complainant's objections, if any, have been or will be provided to the presiding disciplinary judge.

Respondent conditionally admits that her conduct, as set forth below, violated Rule 42, ER 1.2, ER 1.3, ER 1.4, 1.5(b), ER 3.1, ER 5.1, ER 8.4(d). Upon acceptance of this agreement, Respondent agrees to accept imposition of the following discipline: **Reprimand with Probation** terms of which are set in Sanctions below. Respondent also agrees to pay the costs and expenses of the disciplinary proceeding, within 30 days from the date of this order. If costs are not

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

## **FACTS**

### **GENERAL ALLEGATIONS**

1. Respondent was licensed to practice law in Arizona on July 23, 2013.

#### **COUNT ONE (File no. 19-0705/ Boca)**

##### **(Moonlighting Issues)**

2. Respondent worked at Cantor Law for a few months from August – December of 2017. Respondent currently works for Bellah Perez, which she joined a few weeks after leaving Cantor.

3. After Respondent departed Cantor, the firm learned through reviewing Respondent's computer and email records that while Respondent was employed at Cantor, she had represented at least 5 clients outside of Cantor, in violation of Cantor's strict prohibition on moonlighting.

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<sup>1</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.

4. Because (1) Respondent never ran conflict checks in the Cantor system for the clients for whom she was moonlighting, and (2) in order to comply with the firm's malpractice insurance requirements, Cantor required Respondent to provide a sworn affidavit confirming the totality of the matters she handled outside of Cantor, including avowing that they were pro bono and she received no fees, and indemnifying Cantor in the event that any issues arose. Respondent provided a sworn affidavit to that effect on January 16, 2018.

5. Respondent, if called to testify, would state that she informed Cantor of the names of the outside family law matters she was handling while at Goldberg & Osborn at her job interviews, and put all of the outside family law matters she continued to handle while at Cantor on her calendar, and she believed they were therefore known to management and/or her paralegal.

6. Respondent had previously worked at Goldberg & Osborn (G&O). G&O is solely a personal injury firm, and they have a strict no moonlighting provision in the employment agreement that Respondent signed when she joined the firm in November of 2016. After Respondent departed G&O in 2017, its managing partner learned through a search of her emails that Respondent had been representing clients in family law matters outside of G&O without informing anyone at G&O or

running the clients through the conflict check system. The emails revealed also that Respondent had been assisting People's Choice Law Group, a Texas firm, by providing initial consultations for the firm while working at G&O, and never ran People's Choice Law Group's clients through G&O's conflicts either.

7. Respondent was required to execute an indemnification agreement to attest that she had represented the clients pro bono and did not accept any fees for work done outside of G&O, which Respondent did. Although Respondent admitted she was paid by some of the clients, she asserted the payments were for clients who were on a payment plan for work completed prior to Respondent's employment at G&O, and Respondent's records confirm this.

8. If called to testify, Respondent would say she alerted G&O to her outside family law clients prior to accepting employment and was told they did not have to be put through the conflict check system because they were not personal injury cases. Additionally, Respondent put hearings in the outside matters on her G&O calendar, and she believes that because G&O monitors all employees' computers, they knew about these clients.

**(Representation of NV)**

9. NV became a client of Cantor on January 23, 2019, and told Cantor that she was previously represented by Respondent in a family law custody/visitation matter, and a name-change matter. When the firm requested NV's family law file from Respondent, Respondent only provided parts of it, and made statements that caused concern. Additionally, NV expressed concerns about Respondent's representation.

10. In a January 29, 2019 email response to the request for NV's file in the custody/visitation matter, Respondent said she would mail certain hard copies shortly, she provided certain documents as pdfs, and she said that she had represented NV pro bono.

11. Respondent was also asked to provide NV's file in the name-change matter. Respondent answered that she had already mailed it to NV, but could also provide copies of what she had electronically. Respondent was asked for all attorney notes, fee agreements, and communications with NV.

12. Respondent responded via email on February 1, 2019, and said, "In regards to the pro-bono agreement it was a handshake between me and your client. There was never a written agreement, in regards to the request for \$204.00 filing fee, I let your client know the amount of the filing fee and gave her the court receipt at

the enforcement hearing...In regards to text messages, I don't have any text messages between me and your client. The text messages were more of communication as friends and did not contain any attorney/client information. Anything regarding the case I would have your client email me, such as the disclosure documents. Because I don't want my phone overloaded with text messages, I deleted the message chains.”

13. In response to the State Bar's screening investigation, Respondent initially asserted that when she and NV met to discuss potential representation, NV presented herself as a financially struggling single mother. They discussed what representation would cost via Bellah Perez, or whether Respondent would be able to help outside of Bellah Perez pro bono. NV texted Respondent a few days later regarding the name-change matter. Respondent claims that she agreed to represent NV pro bono, and communicated the terms of representation via text message. Respondent asserts that she cannot produce the texts with NV that reflect the terms of pro bono representation because her cell phone malfunctioned in October of 2018, and the messages were lost.

14. In her initial response to the Bar's screening letter Respondent was “adamant that she charged the client nothing, even if a fee was paid (and none was),

the client makes no complaint.” “Neither [NV] nor [Complainant] provided any corroborating evidence, like copies of checks...from the client to substantiate this claim....If the client really said this, her veracity is questionable...Here is the truth: [Respondent] did not take a fee from the client.”

15. Respondent said that NV did not formally engage her in the custody/visitation matter until December of 2018. NV had been asking Respondent via phone and text for advice about how to help herself at the upcoming visitation enforcement hearing. Respondent claims that she finally agreed to represent NV pro bono because NV could not afford counsel.

16. Respondent claims that because NV was “essentially indigent” Respondent paid the filing fee on her behalf using “personal funds.” Respondent says she prepared NV for a December 12, 2018 hearing via telephone conference on December 11, and then represented her at the hearing.

17. NV says that on November 30, 2018, Respondent confirmed “in person” that she would represent her in the custody matter and respond to Father’s filing in a few days. Respondent requested various documents from NV, and NV says she emailed documents and outlined evidence for Respondent on December 3, 5, 7, and 9, and provided emails to that effect.

18. On December 11, 2018, Respondent emailed NV a draft RMC statement, on which NV provided input about 1.5 hours later. Respondent then emailed NV a document to sign and have notarized, which she did. Respondent then filed the document, and emailed it and exhibits to opposing counsel at 6:30 that evening, with a note that stated she would not be submitting a pre-trial statement at that late date.

19. Respondent emailed NV the documents and note stating that the filing fee was \$204, and she would invoice her later for that.

20. The December 12, 2018 hearing did not go well for NV. The Judge ruled against her, finding her position unreasonable and awarding Father his attorney's fees and costs.

21. On December 20, 2018, Respondent forwarded NV minute entries from Judge Cooper in the custody/visitation matter and from the commissioner in the name-change case. Respondent used her Bellah Perez email account instead of her personal Yahoo email account, which she had been using to communicate with NV from the outset.

22. Father's application for fees was filed on December 21, 2018, and the response was due January 10, 2019. Respondent claims that she forwarded Father's

application on receipt, but provided no evidence of this. Respondent sent NV a draft response to the application for fees on January 10, 2019. The email from Respondent forwarding the draft response was sent at 11:56 am, and Respondent filed the response six minutes later, at 12:02 pm, before NV had even seen it.

23. With respect to whether Respondent timely drafted a response to Father's fee application, communicated with NV about it, and was authorized to file it, Respondent points to a January 10 email from her to NV enclosing the draft, and a January 11 email response wherein NV says she "liked it." However, the January 11 email from NV states that she needs more time to review and comment on it, but "likes it so far." Further, NV asks, "what is the process in responding to this?" NV also provides specific criticisms about Father's fee application that she wanted Respondent to address in the response. As noted above, however, Respondent had already filed the response with no input or authority from NV.

24. In response to Respondent's assertion that NV had not paid her anything, NV provided a notarized affidavit, an invoice from Respondent, and a cancelled check. In her affidavit, NV asserts there was never any fee agreement or other official writing regarding representation, but that Respondent told her it would be flat fee of \$1,000 for the name-change, and \$2,000 for the custody/visitation

matter. NV is offended that Respondent referred to her as “indigent.” Indeed, the consultation form she provided to Respondent reflects her employment as a Senior Claims Examiner for Chubb Insurance, with an annual salary of \$60,000.

25. On January 10, 2019, Respondent emailed NV an invoice for \$1,065.48 in the name-change matter. The invoice was issued by Respondent under her own name, using her home address. It reflected \$500 “Flat Rate for Name Change of a minor,” and various costs for filing and service. Respondent told NV she accepted checks, Google Pay, and Venmo. NV paid by check dated January 11, 2019, made payable to Respondent, and Respondent cashed it. The email attaching the invoice noted that Respondent would “hold off on getting you the invoice for the [custody/visitation] matter until we have the results back on [Father’s] request for attorneys’ fees.” (Respondent in her initial response to the screening letter did not provide a copy of this particular email from her Yahoo account, although she did provide a different email from the same account on the same date. )

26. Respondent responded to one of NV’s January 11 emails about Father’s fee application and said, “Yes attorney’s fees can get up there, that is the benefit of having an attorney that does the flat rate for the fees.” Additionally, the response filed by Respondent represents to the Court that NV *had* incurred fees:

“The total fees by Petitioner was \$4,580.50, almost \$2,000 more than that of Respondent’s attorney fees.”

27. After NV provided the Bar her affidavit, Respondent’s invoice, and the cashed check, Respondent provided a supplemental response to the Bar in which acknowledged that she sent NV the invoice for \$1,065.48 the name-change matter, and asserted she just hadn’t found the email when preparing her initial response. She claimed that the invoice for this matter still reflects pro bono representation, because the \$500 flat fee was actually for a non-lawyer named Nicole Baxter to prepare the documents. Respondent provided an affidavit by and invoices from Baxter that avow that she assisted Respondent by drafting documents for her review, and that Respondent paid her for that service. In other words, the \$500 “flat fee” that NV paid Respondent was intended by Respondent to be reimbursement for what Respondent paid to Baxter.

28. However, the invoice from Respondent to NV does not disclose this, and makes it appear that Respondent charged NV \$500 as a flat fee for Respondent to draft the documents and provide the legal services for the name-change matter.

29. NV paid by check dated January 11, 2019. Respondent provided bank records that showed she deposited the check on January 24, but retained \$500 of it in cash with which she paid Ms. Baxter.

30. Respondent then also conceded that she told NV the custody/visitation matter would be a flat fee of \$2,000, but she asserts that was, again, to pay for the services of Baxter to prepare documents for Respondent to use in NV's case. Respondent asserts "I provided Ms. Baxter with form documents and she drafted the pleadings for the hearing and the exhibits. I incurred the costs with the knowledge that I would have to shoulder the expense as [NV] did not approve the costs involved with Ms. Baxter's services."

31. Respondent provided bank records, an affidavit, and invoices from Ms. Baxter that support her claim that she contracted with and paid Ms. Baxter to draft the documents in both of NV's cases. Respondent acknowledges that this was never disclosed to NV.

32. Respondent admits that in the response to Father's application she stated that NV incurred \$2,000 in fees. She asserts "I acknowledge that the correct statement would have been that opposing counsel's claimed attorney's fees [were] greater than the out of pocket costs that counsel for [NV] has incurred."

### **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 she violated Rule 42, Ariz. R. Sup. Ct., specifically ER 1.2, ER 1.3, ER 1.4, ER 1.5(b), ER 3.1, ER 5.1, and ER 8.4(d).

### **CONDITIONAL DISMISSALS**

The State Bar has conditionally agreed to dismiss allegations regarding ER 3.3(a)(1), ER 8.1(a), and ER 8.4(c).

### **RESTITUTION**

Restitution is not an issue in this matter.

### **SANCTION**

Respondent and the State Bar of Arizona agree that based on the facts and circumstances of this matter, as set forth above, the following sanctions are appropriate: Reprimand with Probation for two (2) years, **the terms of probation which will consist of:**

1. LOMAP: Respondent shall contact the State Bar Compliance Monitor at (602) 340-7258, within 10 days from the date of service of this Order.

Respondent shall submit to a LOMAP examination of their office procedures. Respondent shall sign terms and conditions of participation, including reporting requirements, which shall be incorporated herein. Respondent will be responsible for any costs associated with LOMAP.

2. CLE: In addition to annual MCLE requirements, Respondent shall complete three (3) hours of Continuing Legal Education ("CLE") program(s) regarding fee agreements, to be approved by Bar Counsel, during the term of probation. Respondent shall provide the State Bar Compliance Monitor with evidence of completion of the program(s) by providing a copy of handwritten notes and certificate of completion. Respondent should contact the Compliance Monitor at 602-340-7258 to make arrangements to submit this evidence. Respondent will be responsible for the cost of the CLE.

Respondent shall commit no further violations of the Rules of Professional Conduct.

### **NON-COMPLIANCE WITH PROBATION**

If Respondent fails to comply with any of the foregoing probation terms and the State Bar of Arizona receives information thereof, 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 Respondent breached a term of probation and, if so, to recommend an appropriate sanction. If the State Bar alleges that Respondent failed to comply with any of the foregoing terms the burden of proof shall be on the State Bar of Arizona to prove noncompliance by a preponderance of the evidence.

If Respondent violates any of the terms of this agreement, the State Bar may bring further discipline 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 determining an appropriate sanction the Court considers 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.

The parties agree that the following *Standard 4.4 Lack of Diligence* is an appropriate Standard given the facts and circumstances of this matter: Standard 4.43 provides that a 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. Here, Respondent failed to provide her client with a copy of Father's fee application and a draft of the response in time for the client to review them and provide input. Respondent filed the response six (6) minutes after sending the draft to her client without client input or authority.

*Standard 4.6, Lack of Candor* also applies. Standard 4.64 provides that an Admonition is generally appropriate when a lawyer engages in an isolated instance of negligence in failing to provide a client with accurate or complete information, and causes little or no actual or potential injury to the client. Here, Respondent failed to tell the client that the flat fees she was charging her were actually costs for a non-lawyer to draft documents. This was exacerbated by the fact that Respondent had no written fee agreements with the client.

*Standard 7.0 Violations of Other Duties Owed as a Professional* also applies. Standard 7.3 provides that a Reprimand is generally appropriate when a lawyer negligently engages in conduct that is in violation of a duty owed as a professional and causes injury or potential injury to a client, the public, or the legal system. Here, Respondent failed to affirmatively inform two different employers of clients she represented outside the firm for purposes of running conflict checks, and in violation of the firms' moonlighting prohibitions.

**The duty violated**

Respondent's conduct violated her duties to the client, the profession, the legal system and the public.

**The lawyer's mental state**

Respondent was negligently in violation of the Rules of Professional Conduct.

**The extent of the actual or potential injury**

There was actual harm to the client in not obtaining her input and authority before filing a response, and in failing to inform the client that Respondent was contracting out the drafting of documents in her cases to a non-lawyer. There was harm to the legal system in the misrepresentation made regarding whether her client

had incurred attorney's fees. There was potential harm to the profession, the legal system and the public in Respondent's failure to inform employers of her private clients for purposes of performing conflicts checks and in violation of the firms' moonlighting prohibitions.

**Aggravating and mitigating circumstances**

The presumptive sanction is Suspension because there are multiple, significant violations. The parties conditionally agree that the following aggravating and mitigating factors should be considered:

**In aggravation:**

- a) 9.22(c) pattern of misconduct. Respondent failed to have written fee agreements and failed to inform the client of the nature of costs, and the fact that a non-lawyer was drafting the documents, in two matters. Respondent also failed to inform two different employers of clients she was handling outside the firms, failed to run the clients through conflict check systems, and violated two firms' moonlighting prohibitions.
- b) 9.22(d) multiple offenses. Respondent violated her duties to a client and the Court in NV's matter, and she violated her duties to the profession, the legal

system, and the public in her failure to inform employers of clients she represented outside the firms.

- c) 9.22(f) misrepresentations during the disciplinary process. Respondent's initial response to the screening matter was misleading and incomplete.

**In mitigation:**

- a) 9.32(a) absence of a prior disciplinary record;
- b) 9.32(b) absence of a dishonest or selfish motive;
- c) 9.32(c) personal or emotional problems; Respondent's Father and Step-Mother were divorcing in Idaho during the relevant periods in 2017 and in 2018 (post-decree). Sadly, Respondent got drawn into the Idaho case, regarding property issues affecting her own daughter. This litigation was ongoing until just recently. With the clarity of hindsight, she recognizes what a stressful and distracting effect this had on her own ability to carefully conduct her practice.
- d) 9.32(l) remorse; Respondent has been cooperative with the Bar's investigation. She's fully and completely advised her present employer, Bellah Perez, of the instant matter along with all of the allegations and facts attendant to it. She is deeply mortified to be the recipient of a complaint. In

truth, she lacks organizational skills and record keeping habits and welcomes the opportunity to participate in LOMAP.

### **Discussion**

The presumptive sanction should be mitigated to Reprimand with Probation.

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

### **CONCLUSION**

The object of lawyer discipline is not to punish the lawyer, but to protect the public, the profession and the administration of justice. In re *Peasley*, 208 Ariz. 27 (2004). 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 with Probation and the imposition of costs and expenses. A proposed form of order is attached hereto as Exhibit B.

**DATED** this \_\_\_\_\_ day of August 2020

**STATE BAR OF ARIZONA**

/s/Kelly J. Flood  
Kelly J Flood  
Staff Bar Counsel

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

**DATED** this \_\_\_\_\_ day of August, 2020.

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Shasta Marie Nolte  
Respondent

**DATED** this \_\_\_\_\_ day of August, 2020.

Padish Law Group PLLC

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James E Padish  
Counsel for Respondent

Approved as to form and content

/s/Maret Vessella

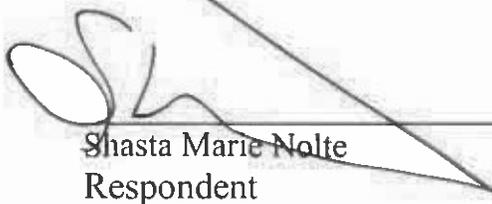
**STATE BAR OF ARIZONA**

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Kelly J Flood  
Staff Bar Counsel

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

**DATED** this 4 day of August, 2020.

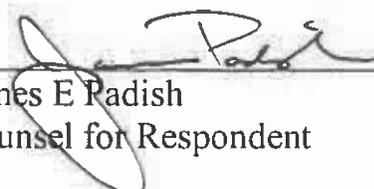


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Shasta Marie Nolte  
Respondent

**DATED** this 4 day of August, 2020.

Padish Law Group PLLC



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James E Padish  
Counsel for Respondent

Approved as to form and content

Maret Vessella  
Chief Bar Counsel

Original filed with the Disciplinary Clerk of  
the Office of the Presiding Disciplinary Judge  
of the Supreme Court of Arizona  
this 4th day of August, 2020.

Copy of the foregoing emailed  
this 4th day of August, 2020, to:

The Honorable William J. O'Neil  
Presiding Disciplinary Judge  
Supreme Court of Arizona  
1501 West Washington Street, Suite 102  
Phoenix, Arizona 85007  
E-mail: [officepdj@courts.az.gov](mailto:officepdj@courts.az.gov)

Copy of the foregoing mailed/emailed  
this 4th day of August, 2020, to:

James E Padish  
Padish Law Group PLLC  
7373 E Doubletree Ranch Rd Ste 255  
Scottsdale, AZ 85258-2037  
Email: [JPadish@padishlaw.com](mailto:JPadish@padishlaw.com)  
Respondent's Counsel

Copy of the foregoing hand-delivered  
this 4th day of August, 2020, to:

Lawyer Regulation Records Manager  
State Bar of Arizona

4201 N. 24<sup>th</sup> St., Suite 100  
Phoenix, Arizona  
85016-6266

by: */s/ Jackie Brokaw*  
KJF/js

**EXHIBIT A**

**EXHIBIT B**

## Statement of Costs and Expenses

In the Matter of a Member of the State Bar of Arizona  
Shasta Marie Nolte, Bar No. 030368, Respondent

File No. 19-0705

### 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

**BEFORE THE PRESIDING DISCIPLINARY JUDGE**

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

**SHASTA MARIE. NOLTE,  
Bar No. 030368,**

**PDJ**

**FINAL JUDGMENT AND  
ORDER**

State Bar No. 19-0705

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

Accordingly:

**IT IS ORDERED** that Respondent, **Shasta MARIE. Nolte**, is **Reprimanded** for her conduct in violation of the Arizona Rules of Professional Conduct, as outlined in the consent documents.

**IT IS FURTHER ORDERED** that Respondent is placed on probation for a period of two (2) years. The terms of probation are:

- a) LOMAP: Respondent shall contact the State Bar Compliance Monitor at (602) 340-7258, within 10 days from the date of service of this Order.

Respondent shall submit to a LOMAP examination of their office procedures. Respondent shall sign terms and conditions of participation, including reporting requirements, which shall be incorporated herein. Respondent will be responsible for any costs associated with LOMAP.

- b) CLE: In addition to annual MCLE requirements, Respondent shall complete three (3) hours of Continuing Legal Education ("CLE") program(s) regarding fee agreements within the term of probation. Respondent shall provide the State Bar Compliance Monitor with evidence of completion of the program(s) by providing a copy of handwritten notes and certificate of completion. Respondent should contact the Compliance Monitor at 602-340-7258 to make arrangements to submit this evidence. Respondent will be responsible for the cost of the CLE.

Respondent shall commit no further violations of the Rules of Professional Conduct.

**IT IS FURTHER ORDERED** that Respondent pay the costs and expenses of the State Bar of Arizona in the amount of \$1,200.00, within 30 days from the date of service of this Order.

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

**DATED** this \_\_\_\_\_ day of August, 2020.

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**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 August, 2020.

Copies of the foregoing mailed/mailed this \_\_\_\_\_ day of August, 2020, to:

James E. Padish  
Padish Law Group PLLC  
7373 E Doubletree Ranch Rd Ste 255  
Scottsdale, AZ 85258-2037  
Email: JPadish@padishlaw.com  
Respondent's Counsel

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

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

by:\_\_\_\_\_

Filed  
July 2, 2020  
*/s/ Sandra Montoya*

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

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

**SHASTA MARIE NOLTE  
Bar No. 030368**

Respondent.

No. 19-0705

**PROBABLE CAUSE ORDER**

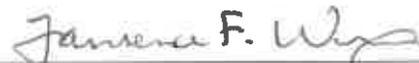
The Attorney Discipline Probable Cause Committee of the Supreme Court of Arizona ("Committee") reviewed this matter on June 12, 2020, pursuant to Rules 50 and 55, Ariz. R. Sup. Ct., for consideration of the State Bar's Report of Investigation and Recommendation and Respondent's Response.

By a vote of 8-0-1<sup>1</sup>, the Committee finds probable cause exists to file a complaint against Respondent in File No. 19-0705.

**IT IS THEREFORE ORDERED** pursuant to Rule 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 2 day of July, 2020.



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

<sup>1</sup> Committee member Brent Vermeer did not participate in this matter.

Original filed this 2nd day  
of July, 2020, with:

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

Copy mailed this 6th day  
of July, 2020, to:

James E. Padish  
Padish Law Group PLLC  
7373 E. Doubletree Ranch Rd., Ste. 255  
Scottsdale, Arizona 85258-2037  
Respondent's Counsel

Copy mailed this 6th day  
of July, 2020, 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 N. 24<sup>th</sup> St., Suite 100  
Phoenix, Arizona 85016-6266  
E-mail: [LRO@staff.azbar.org](mailto:LRO@staff.azbar.org)

By: *Jennifer Smith*

**BEFORE THE PRESIDING DISCIPLINARY JUDGE**

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

**SHASTA MARIE NOLTE,**  
**Bar No. 030368**

Respondent.

**PDJ 2020-9064**

**DECISION ACCEPTING  
DISCIPLINE BY CONSENT**

[State Bar Nos. 19-0705]

**FILED AUGUST 10, 2020**

Under Rule 57(a), Ariz. R. Sup. Ct.,<sup>1</sup> an Agreement for Discipline by Consent (“Agreement”), was filed on August 4, 2020. A Probable Cause order issued on July 2, 2020, however, no formal complaint has been filed. The State Bar of Arizona is represented by Bar Counsel Kelly J. Flood and Ms. Nolte is represented by James E. *Padish of Padish Law Group, PLLC.*

Rule 57 requires admissions be tendered solely “...in exchange for the stated form of discipline...” Under that rule, the right to an adjudicatory hearing is waived only if the “...conditional admission and proposed form of discipline is approved...” If the agreement is not accepted, those conditional admissions are automatically withdrawn and shall not be used against the parties in any subsequent proceeding. Ms. Nolte has voluntarily waived the right to an adjudicatory hearing, and waived all motions, defenses, objections or requests that could be asserted upon approval of the

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<sup>1</sup> Unless otherwise stated all rule references are to the Ariz. R. Sup. Ct.

proposed form of discipline. Notice of the Agreement and an opportunity to object within five (5) days pursuant to Rule 53(b)(3), was sent to the complainant(s) by email on August 3, 2020. No objection has been filed.

The Agreement details a factual basis to support the conditional admissions. It is incorporated by this reference. Ms. Nolte admits she violated Rule 42, ERs 1.2 (scope of representation), 1.3 (diligence), 1.4 (communication), 1.5(b) (fees), 3.1 (meritorious claims and contention), 5.1 (responsibilities of partners, managers, and supervising lawyers), and 8.4(d) (conduct prejudicial to the administration of justice). The parties stipulate to a reprimand, two years of probation (LOMAP and CLE), and payment of costs of \$1,200.00 within thirty (30) days from the date of this order.

The parties agree that Ms. Nolte was employed by a law firm that had a strict prohibition against moonlighting. Yet she failed to inform her employers of at least five of her “private” clients and she performed no conflicts checks. This was not negligently done. The prior law firm she worked for also had a prohibition against moonlighting which Ms. Nolte violated.

In her representation of a “private” client in a family law matter, Ms. Nolte failed to adequately communicate and diligently represent her client. She failed to provide her client with a copy of the opposing party’s attorney fee application or a timely draft of her response. Ms. Nolte failed to execute a written fee agreement with the client.

She did not inform the client that the flat fees being charged were for a non-lawyer to draft documents.

The parties further agree that the aggravating factors 9.22(c) pattern of misconduct, (d) multiple offenses, and (f) misrepresentations during the disciplinary process are present. In mitigation are factors 9.32(a) absence of prior disciplinary offenses, (b) absence of selfish or dishonest motive, (c) personal or emotional problems,<sup>2</sup> and (l) remorse.

**IT IS ORDERED** accepting the Agreement and incorporating it with any supporting documents by this reference. A final judgment and order is signed this date.

**DATED** this 10<sup>th</sup> day of August 2020.

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

COPY of the foregoing e-mailed/mailed  
on this 10<sup>th</sup> day of August 2020 to:

Kelly J. Flood  
Bar Counsel  
State Bar of Arizona  
4201 N 24<sup>th</sup> Street, Suite 100  
Phoenix, Arizona 85016-6266  
Email: LRO@staff.azbar.org

James E. Padish  
Padish Law Group, PLLC  
7373 E. Doubletree Ranch Road, Suite 225  
Scottsdale, AZ 85258-2037

---

<sup>2</sup> „Respondent was actively involved in litigation regarding her Parent’s divorce.

Email: JPadish@padishlaw.com  
Respondent's Counsel

by: BEnsign

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OF THE STATE BAR OF ARIZONA,**

**SHASTA MARIE NOLTE,  
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Respondent.

**PDJ 2020-9064**

**FINAL JUDGMENT AND  
ORDER**

State Bar No. 19-0705

**FILED AUGUST 10, 2020**

The Presiding Disciplinary Judge of the Supreme Court of Arizona accepted the parties' Agreement for Discipline by Consent pursuant to Rule 57(a), Ariz. R. Sup. Ct.

Accordingly:

**IT IS ORDERED** Respondent, **SHASTA MARIE NOLTE, Bar No. 030368**, is reprimanded for her conduct in violation of the Arizona Rules of Professional Conduct, as outlined in the consent documents.

**IT IS FURTHER ORDERED** Respondent is placed on probation for a period of two (2) years. The terms of probation are:

- a) Law Office Member Assistance Program (LOMAP): Respondent shall contact the State Bar Compliance Monitor at (602) 340-7258, within 10 days from the date of this Order. Respondent shall submit to a LOMAP

examination of their office procedures. Respondent shall sign terms and conditions of participation, including reporting requirements, which shall be incorporated herein. Respondent shall be responsible for any costs associated with LOMAP.

- b) Continuing Legal Education (CLE): In addition to annual MCLE requirements, Respondent shall complete three (3) hours of Continuing Legal Education ("CLE") program(s) regarding fee agreements within the term of probation. Respondent shall provide the State Bar Compliance Monitor with evidence of completion of the program(s) by providing a copy of handwritten notes and certificate of completion. Respondent should contact the Compliance Monitor at 602-340-7258 to make arrangements to submit this evidence. Respondent shall be responsible for the cost of the CLE.

Respondent shall commit no further violations of the Rules of Professional Conduct.

**IT IS FURTHER ORDERED** Respondent shall pay the costs and expenses of the State Bar of Arizona in the amount of \$1,200.00, within thirty (30) days from

the date of this Order. There are no costs or expenses incurred by the Office of the Presiding Disciplinary Judge in these proceedings.

**DATED** this 10th day of August, 2020.

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

Copies of the foregoing emailed  
this 10<sup>th</sup> day of August, 2020, to:

James E. Padish  
Padish Law Group PLLC  
7373 E Doubletree Ranch Rd Ste 255  
Scottsdale, AZ 85258-2037  
Email: JPadish@padishlaw.com  
Respondent's Counsel

Kelly J Flood  
Staff Bar Counsel  
State Bar of Arizona  
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**IT IS ORDERED** accepting the Agreement and incorporating it with any supporting documents by this reference. A final judgment and order is signed this date.

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

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Accordingly:

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the date of this Order. There are no costs or expenses incurred by the Office of the Presiding Disciplinary Judge in these proceedings.

**DATED** this 10th day of August, 2020.

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

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