

**BEFORE THE PRESIDING DISCIPLINARY
JUDGE**

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

STANFORD E. LERCH,
Bar No. 001287

Respondent.

No. PDJ-2016-9058

FINAL JUDGMENT AND ORDER

[State Bar File No. 15-0537]

FILED JUNE 16, 2016

The Presiding Disciplinary Judge having reviewed the Agreement for Discipline by Consent filed on June 14, 2016, accepted the parties' proposed agreement under Rule 57(a), Ariz. R. Sup. Ct.

Accordingly:

IT IS ORDERED Respondent, **Stanford E. Lerch, Bar No. 001287** is suspended for two (2) years 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 Mr. Lerch shall pay the costs and expenses of the State Bar of Arizona totaling \$1,200.00, within thirty (30) days from the date of this Order. There are no costs or expenses incurred by the disciplinary clerk and/or Presiding Disciplinary Judge's Office with these disciplinary proceedings.

DATED this 16th day of June, 2016.

William J. O'Neil

William J. O'Neil, Presiding Disciplinary Judge

Copies of the foregoing e-mailed this 16th day of June, 2016, and mailed June 17, 2016, to:

Stacy L. Shuman. Miller
Bar Counsel-Litigation
State Bar of Arizona
4201 N. 24th Street, Suite 100
Phoenix, AZ 85016-6266
Email: lro@staff.azbar.org

Mark I. Harrison
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Respondent's Counsel

Lawyer Regulation Records Manager
State Bar of Arizona
4201 N. 24th Street, Suite 100
Phoenix, AZ 85016-6266
Email: lro@staff.azbar.org

by: AMcQueen

**BEFORE THE PRESIDING DISCIPLINARY
JUDGE**

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

STANFORD E. LERCH,
Bar No. 001287

Respondent.

No. PDJ-2016-9058

**DECISION AND ORDER
ACCEPTING DISCIPLINE BY
CONSENT**

[State Bar File No. 15-0537]

FILED JUNE 16, 2016

An Agreement for Discipline by Consent (Agreement) was filed on June 14, 2016, and submitted under Rule 57(a), Ariz. R. Sup. Ct. An Order of Probable Cause issued on March 16, 2016. Upon filing such Agreement, the Presiding Disciplinary Judge (PDJ), "shall accept, reject or recommend modification of the agreement as appropriate".

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.

Under Rule 53(b)(3), Ariz. R. Sup. Ct., notice of this agreement was provided to the complainant by letter on April 29, 2016. Complainant was notified of the opportunity to file a written objection within five days. No objection was received.

The Agreement details a factual basis for the admissions to the charge in the Agreement. Mr. Lerch acknowledges he is a suspended member of the State Bar

having failed to seek reinstatement upon the expiration of the period of suspension ordered by this Court. Mr. Lerch conditionally admits he violated Supreme Court Rule 42, ER 5.5 [Unauthorized Practice of Law]. The parties stipulate to a sanction of a two (2) year suspension effective the date of this order. He agrees to pay the costs and expenses of this disciplinary proceeding not later than July 16, 2016 of \$1,200.00. He reserves the right to seek relief in payment terms on hardship grounds under Rule 60(b), Ariz. R. Sup. Ct.

In summary, Mr. Lerch was working as a paralegal on an at will verbal status by a law firm and two licensed attorneys were to supervise his bankruptcy work. He was referred a client by Chuck Fennimore. That client was involved in complex litigation in Texas. The law firm and its principal was not aware of this case. Notwithstanding, Mr. Lerch verbally contracted with the client that the law firm would represent client, her father and their company. Client agreed to pay Mr. Lerch \$20,000.00 for the review and evaluation of her case. Client paid those funds as directed by Mr. Lerch to his then defunct law firm's bank account and another \$2,500.00 to Fennimore. Only Mr. Lerch could disperse funds from the account. During the pendency, none of the attorneys in the law firm spoke with or received copies of the emails between Mr. Lerch and client.

None of the communications between Mr. Lerch and client indicate that Mr. Lerch acted as a paralegal. The emails Mr. Lerch sent regarding the litigation used the email account from his defunct firm, not the law firm he was otherwise working for. He billed the client \$250.00 per hour. None of his assistants were lawyers. While his itemized fee statement listed the law firm's name he was working for as a paralegal, he intentionally listed his defunct email account on the document rather

than the email of the listed law firm. The parties agree restitution is owed to the client in the amount of \$2,925.00. Also, \$5,000.00 of the original retainer was refunded to effectuate the mediated settlement of the Texas litigation. The Agreement provides Respondent will pay \$500.00 every three (3) months beginning within ten (10) business days of this order.

The parties agree that *Standard 7.2, Violation of Other Duties Owed as a Professional*, of the American Bar Association's *Standards for Imposing Lawyer Sanctions (Standards)* applies to Mr. Lahser's violation of ER 5.5. Under that *Standard* (suspension) is the presumptive sanction and provides:

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.

The parties agree there was actual harm to the profession, the legal system and the public, and potential harm to the client. The parties agree aggravating factors include: *Standards 9.22(a)* (prior disciplinary offenses), *9.22(b)* dishonest or selfish motive, *9.22(c)* a pattern of misconduct and *9.22(i)* substantial experience in the practice of law are present. The parties submit the mitigating factors are *Standards 9.32(e)* full and free disclosure and cooperative attitude toward proceedings and *9.32(l)* remorse.

While the parties stipulate that Mr. Lerch acted "knowingly," there appears to be much intentionality in his conduct. His use of his defunct law firm account and its email account are chief among those that demonstrate a more intentional conduct. While the parties may stipulate what is restitution, the complainant is not bound by that agreement. Such covering of his actions are troubling. Supreme Court Rule 31(a)(2) defines the practice of law as "expressing legal opinions." The Arizona

Supreme Court has held that the practice of law can be defined as “those acts, whether performed in court or in the law office, which lawyers customarily have carried on from day to day through the centuries.” *State Bar of Arizona v. Arizona Land title & Trust Co.*, 90 Ariz. 76, 366 P.2d 1, (1961). But for the hiring of a Texas lawyer to mediate the agreement, the actions of Mr. Lerch would probably have remained hidden, encouraging him to continue to pretend he was a licensed lawyer and defraud other members of the public. Two central tenants of lawyer discipline is the protection of the public and to deter similar conduct by other attorneys. A two (2) year suspension is fully warranted. The PDJ finds the proposed sanction of suspension meets the objectives of attorney discipline and the Agreement is therefore accepted.

IT IS ORDERED incorporating by this reference the Agreement and any supporting documents by this reference. The agreed upon sanctions are: a two (2) year suspension and the payment of costs and expenses of the disciplinary proceeding for \$1,200.00 to be paid within thirty (30) days from this order.

IT IS FURTHER ORDERED the Agreement is accepted. Costs as submitted are approved for \$1,200.00. Now therefore, a final judgment and order is signed this date. Mr. Lerch is suspended effective this date.

DATED this 16th day of June, 2016.

William J. O’Neil

William J. O’Neil, Presiding Disciplinary Judge

///

Copies of the foregoing e-mailed
this 16th day of June, 2016, and
mailed June 17, 2016, to:

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Respondent's Counsel

**BEFORE THE PRESIDING DISCIPLINARY
JUDGE**

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

STANFORD E. LERCH,
Bar No. 001287,

Respondent.

PDJ 2016-

State Bar File Nos. **15-0537**

**AGREEMENT FOR DISCIPLINE BY
CONSENT**

The State Bar of Arizona, through undersigned Bar Counsel, and Respondent, Stanford E. Lerch, who is represented in this matter by counsel, Mark I. Harrison, hereby submit their Agreement for Discipline by Consent, pursuant to Rule 57(a), Ariz. R. Sup. Ct. A probable cause order was entered on March 16, 2016, 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 letter on April 29, 2016. 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. As of the date of this agreement, the State Bar has not received an objection from Complainant.

Respondent conditionally admits that his conduct, as set forth below, violated Rule 42, ER 5.5 [Unauthorized Practice of Law]. Upon acceptance of this agreement, Respondent agrees to accept imposition of the following discipline: Restitution and Long-Term Suspension. Respondent, who is currently suspended having failed to seek reinstatement upon the expiration of the period of suspension ordered by this Court on November 21, 2012, shall be suspended for an additional period of two (2) years from the date of the Order accepting this Agreement. A period of suspension of more than six months will require proof of rehabilitation and compliance with other requirements prior to being reinstated to the practice of law in Arizona. Respondent also agrees to pay the costs and expenses of the disciplinary proceeding, within 30 days from the date of this order, and if costs are not paid within the 30 days, interest will begin to accrue at the legal rate.¹ The State Bar's Statement of Costs and Expenses is attached hereto as Exhibit A.²

¹ Respondent understands that the costs and expenses of the disciplinary proceeding include the costs and expenses of the State Bar of Arizona, the Disciplinary Clerk, the Probable Cause Committee, the Presiding Disciplinary Judge and the Supreme Court of Arizona.

² Respondent does not object to the SBA's Statement of Costs (Exhibit A). While agreeing to the amount of the SBA's costs, Respondent reserves the right to seek relief in the form of payment terms on hardship grounds pursuant to Rule 60(b), Ariz. R. Sup. Ct.

FACTS

GENERAL ALLEGATIONS

1. Respondent was licensed to practice law in Arizona on September, 23, 1961.

2. By order of the Presiding Disciplinary Judge filed November 21, 2012 in PDJ-2012-9061, Respondent was suspended from the practice of law for twenty (20) months retroactive to February 16, 2012. Respondent has not applied for reinstatement as of the date of this Agreement.

COUNT ONE (File no. 15-0537/ Hopper)

3. In January 2013, Respondent was working as a paralegal for various attorneys, including Attorney John Goodson, the father of Christine Forakis of the Forakis Law Firm (the Forakis Firm). That month, Goodson's firm vacated its offices and the Forakis Firm accommodated Goodson by allowing his staff and an attorney to move into its offices. Goodson also took a brief sabbatical due to health issues. Respondent and the Forakis Firm were in negotiations regarding how Goodson's cases would be handled and who would supervise them in Goodson's absence. Attorneys Ken Pinckard and Adam Hauf were to supervise the bankruptcy cases and, while there was no formal written agreement, Respondent was to work as a paralegal for the Forakis Firm, as needed. With respect to non-bankruptcy matters, Respondent's paralegal services would be used on a "case-by-case" basis by Goodson's firm and the Forakis Firm.

4. In February 2013, Susan Hopper was referred to Respondent by Chuck Fennimore. Respondent met with Chuck Fennimore early that month and before Goodson's return to the practice. Respondent learned that Hopper was involved in

complex litigation in Texas, where Pinckard held an inactive license to practice law. Respondent had Pinckard to attend the meeting with Fennimore.

5. The Forakis Firm was not involved in Hopper's case. Its principal, Christine Forakis, did not have any contact with Hopper and the Forakis Firm did not receive any monies from, or refund them to, Hopper. Forakis was not aware of Hopper's case. If this matter went to hearing, Respondent would testify that the intention was for the Forakis Firm to handle Hopper's case, although initially only he and Pinckard were working on it.

6. On February 8, 2013, Hopper entered into a verbal agreement with Respondent that the Forakis Firm would represent her, her father and their company, Available Management Inc. Respondent agreed to evaluate the pending litigation in Texas and assist Hopper in securing representation in Texas. Hopper agreed to pay \$20,000 for the review and evaluation of her case. If this matter went to hearing, Respondent would testify that the parties agreed that if representation was undertaken in the Texas litigation, it would be necessary to associate with local counsel in Texas and that the parties discussed the possibility of having Pinckard reactivate his Texas law license.

7. Hopper wired the \$20,000 to Respondent's then defunct firm's bank account. She wired an additional \$2,500 for Fennimore. If this matter went to hearing, Respondent would testify that the retainer was wired into that account because there was no signed fee agreement with the Forakis Firm. He would further testify that the funds were ultimately used to pay for his paralegal time, Pinckard's legal fees, advanced costs, and that \$5,000 was refunded to Hopper to effectuate the

mediated settlement of the Texas litigation. Respondent was the only one authorized to disperse funds from that account.

8. During the pendency of the case, Hopper did not speak with Pinckard or any other attorney at the Forakis Firm; none of the emails exchanged between Respondent, Hopper and Texas counsel (who was ultimately retained to handle a mediation) include Goodson or Pinckard; and the Forakis Firm never entered an appearance in the Texas litigation. Respondent's time records for this matter include only one entry for Pinckard, which was for the initial meeting with Fennimore. If this matter went to hearing, Respondent would testify that the records do not include Pinckard's or Goodson's time because if they had, the total fees incurred by Hopper would have been unbearable for her.

9. Respondent referred Hopper to Dallas attorney John Clark, who represented her in a mediation in June 2013 in the Texas Litigation, which ultimately resulted in a settlement.

10. Hopper told Clark that she had not yet executed a fee agreement with the Forakis Firm and that she was still trying to negotiate the terms. The draft fee agreement was prepared on Forakis Firm letterhead, but did not indicate who was to sign it on behalf of it. While the draft fee agreement identified Respondent's assistants as non-lawyers, it did not address Respondent's role in the representation. If this matter went to hearing, Respondent would testify that none of the individuals involved in the case considered him to be acting as an attorney and that he was supervised by attorneys.

11. Respondent's emails to the various individuals involved in this case did not indicate that he was acting as a paralegal or that he was acting on behalf of either

Goodson's firm or the Forakis Firm. Respondent sent the emails using the email account from his defunct firm: slerch@ldlawaz.com. And, Respondent's assistant sent Hopper an itemized fee statement on Forakis Firm letterhead on June 11, 2013, using a similar email address.

12. During the pendency of the case, Respondent worked 80.5 hours. Respondent originally billed Hopper at \$250 an hour. However, Respondent acknowledges that his time should be billed at \$150 an hour, as was his assistants, for a total of \$12,075. As such, Hopper is due a refund of \$2,925.

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 his conduct violated Rule 42, Ariz. R. Sup. Ct., specifically ER 5.5 [Unauthorized Practice of Law].

CONDITIONAL DISMISSALS

None.

RESTITUTION

Respondent shall paid restitution to Hopper in the amount of \$2,925.00. Hopper paid a \$20,000 retainer, \$5,000 of which was refunded to effectuate the mediated settlement of the Texas litigation. Respondent billed 80.5 hours on Hopper's case, which when billed at \$150 an hour totals \$12,075. Therefore, Hopper is due a refund of \$2,925. Respondent shall pay Hopper as follows: \$500 every three months, the first payment to be paid within ten (10) business days of the date that the Court

approves this agreement. The final payment shall include interest accruing at the legal rate from that same date.

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: Long-term suspension. Respondent shall be suspended for an additional period of two (2) years. As of the date of this Agreement, Respondent has not applied for reinstatement from the November 12, 2012 order of the Presiding Disciplinary Judge in PDJ-2012-9061, by which he was suspended for twenty (20) months retroactive to February 16, 2012.

If Respondent violates any of the terms of this agreement, further discipline proceedings may be brought.

LEGAL GROUNDS IN SUPPORT OF SANCTION

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

In determining an appropriate sanction consideration is given to the duty violated, the lawyer's mental state, the actual or potential injury caused by the

misconduct and the existence of aggravating and mitigating factors. *Peasley*, 208 Ariz. at 35, 90 P.3d at 772; *Standard 3.0*.

The parties agree that *Standard 7.2* is the appropriate *Standard* given the facts and circumstances of this matter. *Standard 7.2* provides that 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.

The duty violated

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

The lawyer's mental state

For purposes of this agreement the parties agree that Respondent knowingly engaged in the practice of law while suspended 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 the profession, the legal system and the public, and potential harm to Hopper.

Aggravating and mitigating circumstances

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

In aggravation:

Standard 9.22(a) prior disciplinary offenses. 10-1396. Reprimand. ER 1.8(a); 11-3768 (PDJ-2013-9061). Suspension. ERs 1.15, 8.4(b), 8.4(c) and 8.4(d).

Standard 9.22(b) dishonest or selfish motive

Standard 9.22(c) a pattern of misconduct

Standard 9.22(i) substantial experience in the practice of law. Respondent was admitted to practice law in Arizona on September 23, 1961.

In mitigation:

Standard 9.32(e) full and free disclosure and cooperative attitude toward proceedings

Standard 9.32(l) remorse

Discussion

The parties have conditionally agreed that, upon application of the aggravating and mitigating factors to the facts of this case, the presumptive sanction is appropriate.

The parties have conditionally agreed that a greater or lesser sanction would not be appropriate under the facts and circumstances of this matter. This agreement was based on the following: While the aggravating factors outweigh the mitigating factors, the parties believe that this sanction serves the purposes of attorney discipline. Respondent's notes that his prior disciplinary sanction did not involve the same ethical rule.

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

CONCLUSION

The object of lawyer discipline is not to punish the lawyer, but to protect the public, the profession and the administration of justice. *Peasley, supra* at ¶ 64, 90 P.3d at 778. Recognizing that determination of the appropriate sanction is the

prerogative of the Presiding Disciplinary Judge, the State Bar and Respondent believe that the objectives of discipline will be met by the imposition of the proposed sanction of Restitution and Long-Term Suspension. By the time that the two (2) year suspension is over, Respondent will have been suspended for more than five (5) years. Under Rule 64(c), in addition to other requirements of these rules relating to reinstatement, Respondent shall be required to apply for admission and pass the bar examination and pay fees required of an applicant for original admission to the practice of law. This, in addition to the fees, costs and expenses required of all applicants for reinstatement. A proposed form order is attached hereto as Exhibit B.

DATED this 14th day of June 2016

STATE BAR OF ARIZONA



Stacy L Shuman
Staff Bar Counsel

This agreement, with conditional admissions, is submitted freely and voluntarily and not under coercion or intimidation. I acknowledge my duty under the Rules of the Supreme Court with respect to discipline and reinstatement. I understand these duties may include notification of clients, return of property and other rules pertaining to suspension.

DATED this 13th day of June, 2016.


Stanford E. Lerch
Respondent

DATED this 14th day of June, 2016.

Osborn Maledon PA


Mark I. Harrison
Counsel for Respondent

Approved as to form and content

Maret Vessella
Chief Bar Counsel

DATED this _____ day of May, 2016.

Osborn Maledon PA

Mark I. Harrison
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 14th day of June, 2016.

Copy of the foregoing emailed
this 14th day of June, 2016, 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

Copy of the foregoing mailed/emailed
this 14th day of June, 2016, to:

Mark I Harrison
Osborn Maledon PA
2929 N Central Ave Ste 2100
Phoenix, AZ 85012-2765
Email: mharrison@omlaw.com
Respondent's Counsel

Copy of the foregoing hand-delivered
this 14th day of June, 2016, to:

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

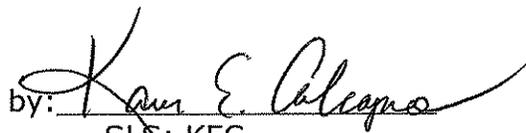
by: 
SLS: KEC

EXHIBIT A

Statement of Costs and Expenses

In the Matter of a suspended Member of the State Bar of Arizona,
STANFORD E. LERCH Bar No. 001287, Respondent

File No(s). 15-0537

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

EXHIBIT B

**BEFORE THE PRESIDING DISCIPLINARY
JUDGE**

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

STANFORD E. LERCH,
Bar No. 001287,

Respondent.

PDJ

FINAL JUDGMENT AND ORDER

[State Bar No. 15-0537]

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, **Stanford E. Lerch**, is hereby suspended for two (2) years for his conduct in violation of the Arizona Rules of Professional Conduct, as outlined in the consent documents, effective on the date of this order.

IT IS FURTHER ORDERED that, upon reinstatement, Respondent shall be placed on probation for a period of two years.

IT IS FURTHER ORDERED that, Respondent shall pay restitution of \$2,925.00 as follows: Respondent shall pay Hopper as follows: \$500 every three months, the first payment to be paid within ten (10) business days of the date of this Order. The final payment shall include interest accruing at the legal rate from the date of this Order. Respondent shall contact the State Bar Compliance Monitor at 602-340-7258, to provide proof of timely payment of restitution.

IT IS FURTHER ORDERED that Respondent shall be subject to any additional terms imposed by the Presiding Disciplinary Judge as a result of any reinstatement hearings held.

NON-COMPLIANCE LANGUAGE

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

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

IT IS FURTHER ORDERED that Respondent pay the costs and expenses of the State Bar of Arizona in the amount of \$ _____, 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 June, 2016

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 June, 2016.

Copies of the foregoing mailed/emailed
this _____ day of June, 2016, to:

Mark I. Harrison
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by: _____