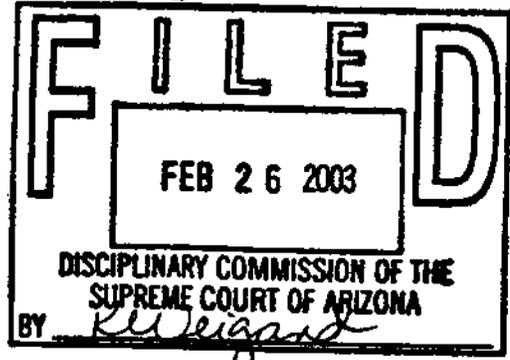


1 Robert A. Clancy, Jr., Bar No. 016424
2 Staff Bar Counsel
3 State Bar of Arizona
4 111 West Monroe, Suite 1800
5 Phoenix, Arizona 85003-1742
6 Telephone: 602-340-7244



7 **BEFORE THE DISCIPLINARY COMMISSION**
8 **OF THE ARIZONA SUPREME COURT**

9 IN THE MATTER OF A MEMBER) No. 01-0165
10 OF THE STATE BAR OF ARIZONA,)
11)
12 **ERIC G. CROCKER**) **TENDER OF ADMISSIONS**
13 **Bar No. 012099**) **AND AGREEMENT FOR**
14) **DISCIPLINE BY CONSENT**
15 Respondent.)
16) (Assigned to Hearing Officer 8Z)

17 This Agreement is entered into between the State Bar of Arizona and
18 Respondent Eric G. Crocker, who is represented by counsel, Treasure
19 VanDreumel. It is submitted pursuant to Rule 56(a), Ariz.R.S.Ct. and the
20 guidelines for discipline by consent issued by the Disciplinary Commission of the
21 Supreme Court of Arizona.

22 Respondent agrees to be censured for failing to maintain proper trust
23 account records, and failing to keep complete records of client property, in
24 violation of ER 1.15(a), Supreme Court Rule 43(a) State Bar of Arizona Trust
25 Account Guidelines 1(a), 1(d), 1(e), 2(d) and 2(e), and Supreme Court Rule
44(b)(3). Respondent also agrees to be placed on two (2) years of unsupervised

Attachment

1 probation, to include a limited LOMAP audit, and to attend the State Bar's Trust
2 Account Ethics Enhancement Program. Respondent also agrees to pay all costs
3 and expenses incurred by the State Bar in bringing these disciplinary proceedings
4 against him, including all costs and expenses incurred by the Disciplinary
5 Commission, the Supreme Court, and the Disciplinary Clerk's Office in this
6 matter. Respondent agrees to pay Restitution to Complainant John Dennett in the
7 amount of \$5,667.50 to be paid in twelve (12) equal monthly installments
8 beginning thirty (30) days from the date this matter becomes final. Respondent
9 understands that this agreement is subject to review and acceptance by the
10 Disciplinary Commission, and the Supreme Court of Arizona.
11
12

13 FACTS

14
15 The parties conditionally admit the following facts:

16 1. At all times relevant hereto, Respondent was an attorney licensed to
17 practice law in the State of Arizona, having been admitted to practice in Arizona
18 on October 21, 1988.
19

20 COUNT ONE

21 2. John R. Dennett ("Dennett") was Respondent's friend and landlord
22 of Respondent's law office. Dennett retained Respondent to handle two separate
23 legal matters. On February 1, 1999 Dennett retained Respondent in conjunction
24 with a personal injury matter. In March, 1999, Dennett retained Respondent in
25

1 conjunction with a breach of contract action to be filed on behalf of Dennett's
2 company, Contemporary Graphics, Inc. Respondent accepted the personal injury
3 case on contingency. The breach of contract action was undertaken at
4 Respondent's hourly rate. Dennett never paid Respondent any money out-of-
5 pocket to cover legal fees or costs of suit in either matter.
6

7 3. Dennett's personal injury claim qualified for medical payment
8 benefits from the property owner in the personal injury matter, without filing a
9 lawsuit. *See* Letter dated February 23, 1999 from Fireman's Fund to Eric G.
10 Crocker, attached as Exhibit A. These funds were delivered to Respondent on
11 Dennett's behalf in two lump sums. The first check was delivered by Respondent
12 to Dennett in its entirety. The second check was deposited and maintained in
13 Respondent's trust account. Thereafter, Respondent applied the funds toward
14 legal fees earned in the breach of contract action filed on behalf of Dennett's
15 company. The personal injury matter was ultimately transferred to another
16 attorney to file suit.
17
18
19

20 4. Dennett was the successful party in the breach of contract action and
21 Judgment was entered in his favor, including an award of attorney's fees in the
22 amount of \$5,017.50 and costs. *See* Default Judgment in Cause No. 99-91789,
23 attached as Exhibit B. Dennett became dissatisfied when Respondent declined to
24 further represent Dennett in collecting on the Judgment. Dennett then filed a bar
25

1 complaint alleging in essence that Respondent had no right to collect attorneys
2 fees earned in the breach of contract litigation until the Judgment was satisfied by
3 the defaulted Defendants, and that Respondent was not authorized to withdraw
4 funds held in trust from the personal injury matter to pay fees incurred in the
5 breach of contract action. Dennett asked the State Bar to obtain an accounting
6 from Respondent of the monies that he believed Respondent should have had in
7 his trust account derived from the personal injury matter.
8
9

10 5. In his Complaint, Dennett alleged that Respondent used proceeds
11 from the personal injury claim to pay outstanding legal fees and costs on the
12 breach of contract action without first obtaining Complainant's authority to do so.
13 Respondent claimed that there was an agreement between himself and
14 Complainant for the offset of earned fees, but admitted that the agreement was
15 never memorialized by a writing. To support his claim, Respondent produced
16 documentation (both maintained on file and sent to Dennett) reflecting a
17 telephonic conversation between Dennett and Respondent discussing the off-set
18 of attorney's fees and costs incurred in the breach of contract action from funds
19 held in trust from the personal injury matter. Respondent also produced
20 correspondence to Dennett evidencing same, about which Dennett, at the time,
21 voiced no complaint. See Memorandum to File dated September 10, 1999, with
22 attachments, attached as Exhibit C. Dennett denies any such telephone
23
24
25

1 conversation, and denies he ever reached an agreement with Respondent
2 concerning this issue.

3
4 6. The State Bar requested and obtained records from Respondent
5 regarding his trust account. A review of Respondent's trust account records
6 revealed the following:

7 • In the personal injury matter, Respondent forwarded a written
8 contingency fee agreement to Dennett requesting Dennett sign and return the
9 agreement to Respondent. Dennett failed to do so. Additional requests
10 Respondent made were similarly unsuccessful. Respondent's retainer agreement
11 with Complainant in the breach of contract action was oral, and never reduced to
12 writing;
13
14

15 • Respondent failed to maintain individual client ledger cards or the
16 functional equivalent thereof for Dennett and his company. Respondent kept
17 notes of monetary transactions and fees, costs and expenses incurred within each
18 client matter. However, such notations were often incomplete and/or insufficient
19 to accurately reconstruct each transaction. Additionally, Respondent's trust
20 account ledger did not always identify the client on whose behalf banking
21 transactions took place;
22

23 • Respondent failed to perform monthly reconciliations of his trust
24 account.
25

1 Trust account guideline 1(a): 1 violation

2 Trust account guideline 1(d): 1 violation

3 Trust account guideline 1(e): 1 violation

4 Trust account guideline 2(d): 1 violation

5 Trust account guideline 2(e): 1 violation

6 Trust account guideline 2(e): 1 violation

7 Supreme Court Rule 44(b)(3): 1 violation

8 **SANCTIONS**

9
10 Respondent's admissions are being tendered in exchange for the form of
11 discipline stated below:

12 a. Respondent shall be censured for violating ER 1.15(a), Supreme
13 Court Rule 43(a) State Bar of Arizona Trust Account Guidelines 1(a), 1(d), 1(e),
14 2(d) and 2(e), and Supreme Court Rule 44(b)(3);

15
16 b. Respondent shall be placed on probation for a period of two (2)
17 years.

18
19 c. Respondent shall undergo a LOMAP audit, the recommendations of
20 which he agrees to abide by.

21
22 d. Respondent shall attend the State Bar of Arizona's Trust Account
23 Ethics Enhancement Program.

24
25 e. Respondent shall pay restitution to Complainant John Dennett in the
amount of \$5,667.50 to be paid in equal monthly installments over a period of

1 twelve (12) months beginning thirty (30) days from the date this matter becomes
2 final.

3
4 f. Respondent shall pay the costs and expenses incurred by the State
5 Bar in bringing these disciplinary proceedings within thirty (30) days of the Order
6 approving the settlement.

7
8 g. Respondent shall pay the administrative costs imposed by the
9 Disciplinary Commission, the Supreme Court of Arizona, and the Disciplinary
10 Clerk's Office in this matter, if any.

11
12 h. Respondent shall report his compliance with the terms of his
13 probation to bar counsel. In the event Respondent fails to comply with any of the
14 foregoing terms, and information thereof is received by the State Bar of Arizona,
15 Bar Counsel shall file a Notice of Noncompliance with the imposing entity
16 pursuant to Rule 52(6)(C), Ariz.R.S.Ct. The matter may be referred to a hearing
17 officer to conduct a hearing at the earliest practical date, but in no event less than
18 thirty (30) days following receipt of said Notice. If the matter is referred to a
19 hearing officer, the hearing officer shall determine whether the terms of probation
20 have been breached and, if so, recommend appropriate action and response to
21 such breach. If there is an allegation that Respondent failed to comply with any
22 of the foregoing terms, the burden of proof shall be on the State Bar of Arizona to
23 prove noncompliance by a preponderance of the evidence.
24
25

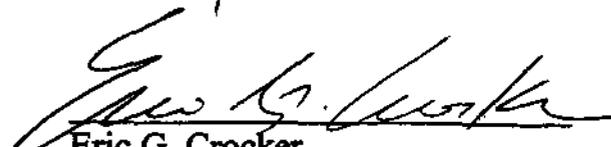
1 i. Respondent shall refrain from any conduct that would violate the
2 Rules of Professional Conduct or other rules of the Supreme Court.

3 By entering into this Agreement, Respondent waives his right to a formal
4 disciplinary hearing, pursuant to Rule 53(c)(6), Ariz.R.S.Ct., and the right to
5 testify or present witnesses on his behalf at a hearing. Respondent further waives
6 all motions, defenses, objections, or requests which he has made or raised, or
7 could assert hereinafter if the conditional admissions and stated form of discipline
8 are approved. Respondent is represented by counsel in these proceedings and
9 acknowledges that he has discussed the instant matter with that counsel and
10 understands and is in agreement with the resolution proposed. Respondent
11 acknowledges that he has read this Agreement, that he has received a copy of it,
12 that, with conditional admissions, this Agreement is submitted freely and
13 voluntarily and not under coercion or intimidation. Last, Respondent
14 acknowledges that he is aware of the Rules of the Supreme Court with respect to
15 discipline.
16
17
18
19

20 This Tender of Admissions and Agreement for Discipline by Consent is
21 respectfully submitted to the Disciplinary Commission for approval. Respondent
22 realizes that the Commission may request his presence at a hearing for
23 presentation of evidence and/or argument in support of this Agreement. He
24 further recognizes that the Commission may recommend rejection of this
25

1 Agreement. He further understands that the Disciplinary Commission must
2 approve this Agreement, and that this matter shall be final upon judgment and
3 order of the Supreme Court of Arizona. If the Agreement is rejected, all
4 conditional admissions stated herein are withdrawn.
5

6
7 DATED this 24 day of February, 2003.

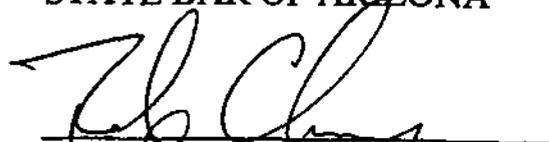
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9 
10 Eric G. Crocker,
Respondent

11 DATED this 26th day of February, 2003.

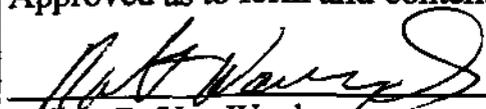
12
13 
14 Treasure VanDreumel,
15 Counsel for Respondent

16 DATED this 26th day of February, 2003.

17 STATE BAR OF ARIZONA

18
19 
20 Robert A. Clancy, Jr.
21 Staff Bar Counsel

22
23 Approved as to form and content:

24 
25 Robert B. Van Wyck
Chief Bar Counsel

1 Original filed with the Disciplinary Clerk
2 this 26th day of February, 2003

3 by: Lynn Boardman

4
5 Copy of foregoing mailed via first class mail
6 this 26th day of February, 2003, to:

7 Treasure VanDreumel
8 Counsel for Respondent
9 335 E. Palm Lane
10 Phoenix, Arizona 85004

11 Copy of the foregoing hand delivered
12 this 26th day of February, 2003, to

13 Dee Steadman
14 Lawyer Regulation Records Manager
15 State Bar of Arizona
16 111 West Monroe, Suite 1800
17 Phoenix, Arizona 85003-1742

18 by: Lynn Boardman
19 RAC:lb

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EXHIBIT A



**Fireman's
Fund**

Fireman's Fund
Insurance Company

John H. Holler
Regional Claims Executive

February 23, 1999

Eric G. Crocker
Attorney at Law
1811 South Alma School Road
Suite 200
Mesa, Arizona 85210

Claim Number: 170 99442454 275
Insured: Red Mountain Ranch Country Club
Claimant: John Dennett
Date of Loss: 1-17-99

Dear Mr. Crocker,

We have received your letter of representation of Mr. Dennett for injuries sustained in the above mentioned accident. We would like to obtain your client's recorded statement in regards to the details of the incident and the injuries he sustained.

We do have Medical Payments coverage available for Mr. Dennett. This allows us to pay for related, reasonable and necessary medical expenses that are incurred within one year from the date of the loss, up to the monetary limit of \$10,000. The policy language provides this benefit without imputing any liability to Mr. Dennett or to our insured. Please let us know if your client would like to take advantage of this coverage.

We thank you for your anticipated cooperation.

Regards,

Peggy Price
Litigation Specialist

EXHIBIT B

1 *Law Office of Eric G. Crocker, P.C.*
Eric G. Crocker, Esq.
2 State Bar # 012099
1811 South Alma School Road
3 Suite 200
4 Mesa, Arizona 85210-3004
(480) 834-8919
5 FAX (480) 834-6035
Attorney for Plaintiff Contemporary Graphics

6 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
7 IN AND FOR THE COUNTY OF MARICOPA

8 CONTEMPORARY GRAPHICS,)
9 Plaintiff,) No. CV 99-91789
10 v.)
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16 This matter having come on before the Court on plaintiff's
17 Motion for Entry of Default Judgment and the Court having reviewed
18 the pleadings of record and the Affidavits submitted by plaintiff
19 in connection therewith, the Court finds that

- 20 1. Defendants were regularly served the Complaint by
21 lawful service of process;
- 22 2. Defendants have failed to plead or otherwise defend
23 plaintiff's Complaint within the time period prescribed by law;
- 24 3. That the default of defendants was duly entered by the
25 Clerk of the Court of Maricopa County, Arizona;
- 26 4. That plaintiff's claims are for a sum certain which can
27 be readily computed with certainty;

1 5. That plaintiff has incurred costs in a sum certain;

2 6. That plaintiff has incurred attorney fees in a sum
3 certain, and the fees are reasonable;

4 7. And that defendants are neither infants nor
5 incompetent.

6 Based on the foregoing findings, and good cause appearing
7 therefor;

8
9 IT IS ORDERED that plaintiff be awarded the sum of
10 \$11,426.02, together with interest thereon until paid in full at
11 the statutory rate of 10% annually, against defendants.

12
13 IT IS FURTHER ORDERED that plaintiff be awarded the sum of
14 \$ 140- as and for filing fee costs and \$ 45- as and for
15 process fees, both incurred in this matter, together with interest
16 thereon until both paid in full at the statutory rate of 10%
17 annually, against defendants.

18 IT IS FURTHER ORDERED that plaintiff be awarded the sum of
19 \$ 5,017.50 as and for attorney fees, together with interest
20 thereon until paid in full at the statutory rate of 10% annually,
21 against defendants.

22
23 DATED this 6 day of January, 2000

24
25 W.D. W.M. DAVID ANDERSON
26 Judge of the Superior Court
27 Maricopa County, Arizona

EXHIBIT C

The Law Offices of
ERIC G. CROCKER, P.C.
1811 South Alma School Road
Suite 200
Mesa, Arizona 85003
(602) 834-8919
FAX (602) 834-6035

TO: File
FROM: Eric G. Crocker, Esq.
DATE: September 10, 1999
RE: Dennett Matter

File Note:

Conversation with John re: using insurance money for Orion bill. My accounts clear. Advised John insurance co, will address right to benefits reimbursement upon settlement per Andrea Rothman BCR. ERISA may not establish right to recovery by ins. co.

ERIC G. CROCKER, P.C.

151

Eric G. Crocker
Attorney-at-Law

*Cher: (10)
Wangang
not
done
copy
etc*

DENNETT PAID TO DATE:

**DISBURSEMENT FROM FIREMAN'S FUND RE: REIMBURSEMENT OF
MEDICAL BILLS PAID TO DATE**

7/12/99	\$3279.51
9/2/99	\$6560.35

DISBURSEMENT TO DENNETT:

7/12 \$3279.51

BREAKDOWN:

- \$588.36 attorney fee on payment of 7/12/99
- \$140.00 filing fee - Orion
- \$45.00 process service fee - Orion
- \$36.00 issuance of Subpoena Duces Tecum
- \$45.00 process service of Subpoenas

THE LAW OFFICE OF
Eric G. Crocker, P.C.
1811 South Alma School Road
Suite 200
Mesa, Arizona 85210-3004
(480) 834-8919
FAX (480) 834-6035

COPY

July 12, 1999

John Dennett
316 North Stapley Drive
Mesa, Arizona 85203

Re: Personal Injury Accident

Dear John,

Enclosed you will find a check in the amount of \$ 3279.51, as you know this is from Fireman's Fund as partial payment of the medical bills. We have requested the additional information required from Valley Lutheran Hospital in order to send it to the adjuster and therefore receive the additional disbursement of \$6824.39.

As you know, we have lowered our percentage of recovery in this matter from the standard 33%, to 25%. Following is a breakdown of the payment divisions:

1st medical disbursement from Fireman's Fund =	\$3279.51
Dennett out-of-pocket medical expenses to date =	<u>\$ 926.06</u>
Remaining =	<u>\$2353.45</u>
25% attorney recovery =	<u>\$ 588.36</u>
Payment to Dennett =	\$1765.09

I am enclosing the entire amount of the check as I have an outstanding balance with your office. We will forward the next disbursement as soon as it has been received.

As always, should you have any questions or concerns, do not hesitate to contact my office.

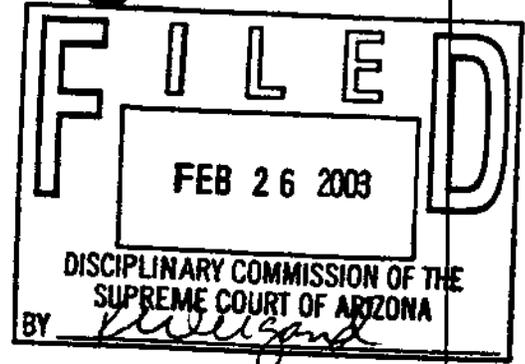
Very Truly Yours,

ERIC G. CROCKER, P.C.


Eric G. Crocker
Attorney-at-Law

EGC/le
enc.

1 Robert A. Clancy, Jr., Bar No. 016424
2 Staff Bar Counsel
3 State Bar of Arizona
4 111 West Monroe, Suite 1800
5 Phoenix, Arizona 85003-1742
6 Telephone: 602-340-7244



7 **BEFORE THE DISCIPLINARY COMMISSION**
8 **OF THE ARIZONA SUPREME COURT**

9 IN THE MATTER OF A MEMBER) No. 01-0165
10 OF THE STATE BAR OF ARIZONA,)
11 **ERIC G. CROCKER,**) **JOINT MEMORANDUM**
12 **Bar No. 012099**) **IN SUPPORT OF**
13) **AGREEMENT FOR**
14) **DISCIPLINE BY CONSENT**
15 Respondent.)
16) (Assigned to Hearing Officer 8Z)

17 The State Bar of Arizona and Respondent hereby submit their Joint
18 Memorandum in Support of the Agreement for Discipline by Consent, filed
19 contemporaneously herewith.
20

21 **RECOMMENDED SANCTION**

22 Respondent agrees to be censured for violating ER 1.15(a), Supreme Court
23 Rule 43(a) State Bar of Arizona Trust Account Guidelines 1(a), 1(d), 1(e), 2(d)
24 and 2(e), Supreme Court Rule 44(b)(3). Respondent further agrees to be placed
25 on unsupervised probation for a period of two (2) years. Respondent further
agrees to undergo a limited LOMAP audit, the cost of which he agrees to bear,
and the recommendations of which he agrees to abide by. He further agrees to
attend the State Bar of Arizona's Trust Account Ethics Enhancement Program,

1 the cost of attendance he agrees to bear. He further agrees to pay all costs and
2 expenses incurred by the State Bar in bringing these disciplinary proceedings
3 against him, including all costs and expenses incurred by the Disciplinary
4 Commission, the Supreme Court, and the Disciplinary Clerk's Office in this
5 matter. He further agrees to make restitution to Complainant John Dennett in the
6 amount of \$5,667.50 to be paid in equal monthly installments over the course of
7 twelve (12) months beginning thirty (30) days from the date this matter becomes
8 final. Respondent understands that this Agreement is subject to review and
9 acceptance by the Disciplinary Commission, and the Supreme Court of Arizona.
10 Respondent agrees to pay restitution in this matter because he failed to obtain
11 Complainant's written permission before using proceeds received in conjunction
12 with Complainant's personal injury matter to pay legal fees incurred in a second
13 (breach of contract) matter on which Respondent also represented Complainant.¹

14
15
16
17
18 In considering the appropriate sanction with respect to Respondent's ethical
19 violations, it is useful to review the standards set by the Arizona Supreme Court.
20 First, the purpose of lawyer discipline is not to punish the lawyer, but to protect
21 the public, deter future misconduct, and instill public confidence in the Bar's
22 integrity. In re Horwitz, 180 Ariz. 20, 28-29, 818 P.2d 352 (1994); In re
23

24
25 ¹As noted in the Tender of Admissions and Agreement for Discipline by Consent, Respondent contends that there was an oral agreement between him and his client, but admits that he failed to specifically memorialize the agreement in a writing.

1 Fioramonti, 176 Ariz. 182, 187, 859 P.2d 1315 (1993); In re Murray, 159 Ariz.
2 280, 282, 767 P.2d 1 (1989). Second, in imposing discipline, it is appropriate to
3 consider the facts of the case, the ABA Standards for Imposing Lawyer Sanctions
4 (1991, with 1992 amendments) ("ABA Standards"), and the proportionality of
5 discipline imposed in analogous cases. In re Bowen, 178 Ariz. 283, 286, 872
6 P.2d 1235 (1994); In re Fioramonti, 176 Ariz. at 187, 859 P.2d 1315 (1993); In re
7 Murray, 159 Ariz. 280, 767 P.2d 1 (1989); In re Rivkind, 164 Ariz. 154 (1990); In
8 re Tarletz, 163 Ariz. 548, 554, 798 P.2d 381 (1990); In re Ockrassa, 165 Ariz.
9 576, 579-580, 799 P.2d 1350 (1990).

12 ABA STANDARDS

13
14 The ABA Standards list the following factors to consider in imposing the
15 appropriate sanction: (1) the duty violated, (2) the lawyer's mental state, (3) the
16 actual or potential injury caused by the lawyer's misconduct, and (4) the existence
17 of aggravating or mitigating circumstances. ABA Standard 3.0.

18
19 Standard 4.13 provides: Reprimand (censure in Arizona) is generally
20 appropriate when a lawyer knows or should know that he is dealing improperly
21 with client property and causes injury or potential injury to a client.

22
23 In the instant case, Respondent has conditionally admitted that he failed to
24 follow his established accounting procedures by failing to keep complete records
25

1 of trust account funds belonging to his client, John Dennett. He acknowledges he
2 was negligent in failing to keep such records.

3
4 **MITIGATING AND AGGRAVATING CIRCUMSTANCES**

5 After a determination of the presumptive sanction, the next step under the
6 ABA Standards is consideration of the aggravating and mitigating circumstances.

7 **Aggravating Factors:**

8 9.22(c) pattern of misconduct - the record demonstrates that Respondent
9 failed to strictly comply with the Supreme Court's Trust Account Guidelines over
10 a period of at least two (2) years. His accounting practices were sloppy, and did
11 not comport with the Trust Account Guidelines. Respondent was negligent in
12 failing to conform his accounting procedures to those required by the Trust
13 Account Guidelines.
14
15

16 **Mitigating Factors:**

17 9.32(a)-Respondent has no prior disciplinary record;

18 9.32(c)-Personal or emotional problems during the time period in question
19 (divorce);
20

21 9.32(b)-Absence of dishonest or selfish motive on the part of Respondent;

22 9.32(g)- Good character and reputation;

23 9.32(l)-Remorse.
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PROPORTIONALITY ANALYSIS

To have an effective system of professional sanctions, there must be internal consistency, and it is appropriate to examine sanctions imposed in cases that are factually similar. In re Shannon, 179 Ariz. 52, 71, 876 P.2d 548, 567 (1994), (quoting In re Wines, 135, Ariz. 203, 207 (1983)). However, the discipline in each case must be tailored to the individual case, as neither perfection nor absolute uniformity can be achieved. Matter of Riley, 142 Ariz. 604, 615 (1984).

In determining the appropriate sanction for Respondent's conduct, Matter of Leiber, SB-01-0122-D is instructive. Leiber failed to comply with trust account guidelines, and wrote a check in the amount of \$8,000, which was returned for insufficient funds. Additionally, Leiber voluntarily reported to the State Bar of Arizona that over a period of years, he commingled funds by placing earned upon receipt fees, or other earned fees, and personal funds into his trust account. Leiber was censured, and placed on probation for one (1) year for his conduct.

The agreed upon sanction in the instant matter is also consistent with other similar cases. In the Matter of Goff, 2001 Ariz. LEXIS 157, (September 11, 2001), the attorney was subject to sanctions for his negligent handling of client trust accounts. The attorney had three trust account violations for checks drawn

1 on his account resulting in a negative balance and commingled his personal funds
2 with trust account funds. Although there was no evidence of actual harm to a
3 client, the attorney did not properly identify his trust account as such, did not
4 keep a correct running balance on old journal or register transactions, and did not
5 have individual client ledgers. In addition, he paid bar dues, phone bills and other
6 personal expenses with trust account funds. The State Bar and the attorney
7 submitted a joint memorandum in support of agreement for discipline, agreeing
8 that censure, probation and costs were the appropriate sanctions. The Commission
9 unanimously recommended acceptance of the agreement and joint memorandum
10 noting that ABA Standard 4.13 allowed for reprimand (censure) where an
11 attorney was negligent in dealing with client property. The Arizona Supreme
12 Court accepted the decision of the Commission without discretionary review and
13 entered its order that the attorney would be censured for conduct in violation of
14 his duties and obligations as a lawyer as disclosed in the Commission report, and
15 placed the attorney on two years probation.

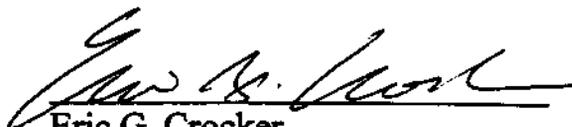
20 In Matter of Riggs, 177 Ariz. 494, 869 P.2d 170 (1994), the State Bar and
21 the attorney conditionally agreed that the attorney had violated ER 1.15 and
22 Supreme Court Rules 43 and 44, which address proper handling of client property
23 and lawyer trust accounts. The attorney failed to deposit trust funds into a
24 separate, interest-bearing account, and commingled trust assets with his own
25

1 money. The court recognized the attorney's claim that his failure to follow trust
2 account procedures was not an intentional act, but was rather the result of his own
3 ignorance of the rules. While ignorance of the rules is clearly no excuse for a
4 lawyer's failure to comply with the rules, the majority of the Commission
5 believed that the attorney's conduct was negligent as opposed to intentional, and
6 thus censure was appropriate. A sanction of censure and one-year probation was
7 imposed.
8
9

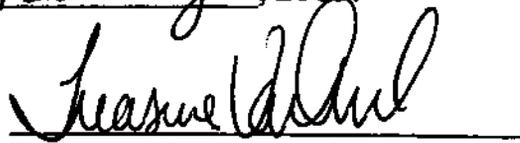
10 CONCLUSION

11 Consideration of the facts in this case, the ABA Standards, and the prior
12 decisions of the Arizona Supreme Court, the suggested sanction is appropriate,
13 and supports the purpose of attorney discipline. Respondent and the State Bar
14 respectfully request that the Disciplinary Commission accept this Agreement for
15 Discipline by Consent.
16

17
18 DATED this 26 day of FEBRUARY, 2003.

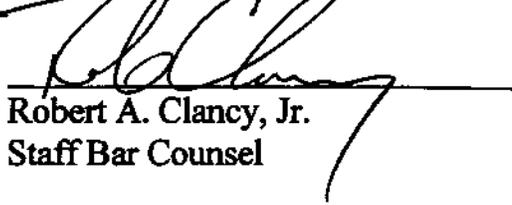
19
20 
21 Eric G. Crocker,
22 Respondent

23 DATED this 26th day of FEBRUARY, 2003.

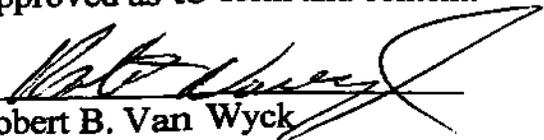
24 
25 Treasure VanDreumel,
Counsel for Respondent

1
2 DATED this 26th day of FEBRUARY, 2003.

3 STATE BAR OF ARIZONA

4
5 
6 Robert A. Clancy, Jr.
7 Staff Bar Counsel

8 Approved as to form and content:

9 
10 Robert B. Van Wyck
11 Chief Bar Counsel

12 Original filed with the Disciplinary Clerk
13 this 26th day of February, 2003

14 by Lynn Boardman

15 Copy of the forgoing was mailed via first
16 class mail this 26th day of February,
17 2003, to:

18 Treasure VanDreumel
19 Counsel for Respondent
20 335 E. Palm Lane
21 Phoenix, Arizona 85004

22 Copy of the foregoing was hand delivered
23 this 26th day of February, 2003, to:

24 Dee Steadman
25 Lawyer Regulation Records Manager
State Bar of Arizona
111 West Monroe, Suite 1800
Phoenix, Arizona 85003-1742

by Lynn Boardman
KAC:lb