

1 The parties have agreed that the appropriate sanction is a censure,
2 probation and assessment of costs. There are no issues of restitution presented in
3 this case for the reasons set forth herein. Because the State Bar is the
4 Complainant in this matter, no notification of any Complainant is required to
5 pursuant to rule 52(b)(3), Ariz.R.Sup.Ct.
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7 The Hearing Officer has reviewed the Agreement and the Joint
8 Memorandum in support thereof. The agreed upon sanction appears appropriate
9 and proportional when analyzed in the context of the ABA Standards for
10 Imposing Lawyer Sanctions and Arizona case law. The Hearing Officer
11 recommends acceptance of the Agreement.
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14 **I. FACTS ALLEGED**

15 **A. GENERAL ALLEGATIONS**

16 1. At all times relevant, Respondent was an attorney licensed to
17 practice law in the State of Arizona, having been admitted to practice in Arizona
18 on September 23, 1967.

19 **B. File No. 05-0252 (Trust Account Violations):**

20 1. On or about February 8, 2005, Respondent presented his client
21 trust account check number 1026 in the amount of \$150.00, drawn against his
22 Wells Fargo Arizona Bar Foundation client trust account and payment to the State
23 bar of a late fee associated with Respondent's February 8, 2005 filing of his
24 Mandatory Continuing Legal Education ("MCLE") affidavit for the year 2004.
25

1 2. However, pursuant to State Bar policy, Respondent's check
2 was not negotiated by the State Bar but was instead returned to Respondent and a
3 copy was referred to the State Bar Discipline Department Staff Trust Account
4 Examiner ("Staff Examiner") for investigation.
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6 3. On February 17, 2005, the Staff Examiner sent Respondent a
7 copy of the check with an initial charging letter requesting an explanation
8 regarding this particular disbursement from Respondent's client trust account.
9

10 4. In response, Respondent indicated that the funds in his client
11 trust account against which the \$150 check would be negotiated were his personal
12 funds and he routinely retained earned fees in his trust account long after he
13 dispersed the client's share of settlement proceeds to the client.
14

15 5. Respondent acknowledged that at the beginning of the
16 calendar year, he customarily transfers earned fees out of his trust account that
17 have accumulated over the preceding year. Respondent acknowledged that he has
18 used money held in his client trust account for his personal use, but believes that
19 the money used was earned fees belonging to Respondent and not a client.
20 Respondent cannot document exactly what happened regarding transactions
21 involving his trust account because he did not maintain adequate records
22 expressly identifying the source of funds deposited into his trust account.
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1 6. Client Trust Account related records Respondent provided to
2 the State Bar and bank statements the State Bar obtained from Respondent's bank
3 reveal that on July 14, 2004 Respondent deposited a \$7,500 settlement payment
4 received for a client named Intorf into his client trust account. Respondent admits
5 that \$500 representing earned fees remained in his client trust account as earned
6 fees until it was subsequently transferred to his firm account. However
7 Respondent admits he has no record or memory of exactly when the earned fees
8 were transferred out of his client trust account.
9
10

11 7. Respondent's notes provided to the State Bar during the
12 investigation revealed the following problems related to Respondent's trust
13 account:
14

15 a) Regarding a May 4, 2004 bank statement balance of
16 \$1,205.54, that was \$1,000 higher than Respondent's own records
17 indicated it should have been, Respondent acknowledged that on
18 April 23, 2004 he had deposited an advance of \$1,000 for the benefit
19 a client named Dopler.
20

21 b) Respondent acknowledged that regarding subsequent
22 transactions on October 7, 2004, his client Dopler had a credit
23 balance of only \$448.19 remaining in Respondent's client trust
24 account but Respondent recorded a transfer of \$500 as earned fees
25

1 from his trust account to his operating account. Accordingly,
2 Respondent acknowledged withdrawing \$52.81 more than the client
3 had on deposit in his trust account and recording that amount as
4 earned fees paid by Dopler. However, there was no
5 misappropriation of any other client's funds because at the time
6 Respondent had a significant amount of personal funds in his client
7 trust account.
8
9

10 c) Respondent acknowledged that his trust account records
11 for October 7, 2004, showed he paid out \$139.24 more out of his
12 client trust account for the benefit of a client named Ulan than the
13 client had paid him. However, there was no misappropriation of any
14 other client's funds because at the time Respondent had a significant
15 amount of personal funds in his client trust account.
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18 d) Respondent acknowledged regarding his reconstructed
19 client balances for October 7, 2004 that a client named Bartels may
20 have had a remaining balance of \$54 in trust after Respondent paid a
21 filing fee of \$146.00 for the benefit of Bartels.
22

23 e) Respondent acknowledged that the entire balance in his
24 client trust account as of October 7, 2004 was probably earned fees
25 except the foregoing described \$54 held in trust for client Bartels.

1 However, Respondent speculated that another client "Lou" might
2 have had \$139.24 remaining, but Respondent could not confirm that
3 as he also had records indicating he paid postage charges on behalf
4 of "Lou".

5
6 f) Regarding a bank statement balance for his client trust
7 account of \$11,955.43 as of October 18, 2004, Respondent admitted
8 he could not identify the source of such funds, speculating that
9 \$7,500 represented funds held for the benefit of client named Gross,
10 that the balance of \$4,455.43 represented \$54 still held in trust for
11 his client Bartels, and a balance of \$4,401.43 as Respondent's earned
12 fees that he was holding in the trust account, the majority of which
13 was not withdrawn until January 10, 2005.

14
15
16 8. Respondent's client trust account records as produced to the
17 State Bar for July 27, 2004, indicated Respondent believed the balance in his
18 client trust account was \$1,665.63 and that the bank showed a balance of
19 \$1,526.39 when in fact the actual bank statement obtained by the State Bar by
20 subpoena shows that the balance was \$8,526.39. Respondent could not produce
21 records, or explain from memory the source of the excess funds in trust account.
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24 9. On September 21, 2004, Respondent deposited a \$30,000
25 settlement payment received for a client named Gross into his client trust account.

1 Respondent admits that he held \$3,750 of the settlement, representing earned
2 fees, in his client trust account for an extended period of time and has no record
3 or memory of when he actually withdrew such fees from his client trust account.
4

5 Respondents also concedes that his client trust account records indicate that on
6 September 27, 2004 Respondent believed the balance in his client trust account
7 was \$31,393.83 whereas the bank showed a balance of \$31,457.83 for that date.
8

9 Respondent has no explanation for the \$64 discrepancy.

10 10. On November 10, 2004, Respondent received another
11 settlement check in a personal-injury case from an insurance company in the
12 amount of \$30,000 and deposited it into his client trust account. Respondent
13 disbursed \$20,000 to the client and ultimately disbursed \$10,000 to himself as his
14 fee. However Respondent admits he has no record or memory of exactly when
15 the earned fees were transferred out of his client trust account.
16

17 11. On February 3, 2005, Respondent disbursed \$600.00 by way
18 of a client trust account check number 1025, to his wife Phyllis G. Cartin.
19 Respondent indicates such funds represented earned fees but has no record or
20 memory from which he can identify the matter for which such fees were earned.
21 However, given the substantial balances of earned fees Respondent admits he
22 maintained it in his client trust account and the fact no clients have identified any
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1 money not paid to them in a timely manner, there is no evidence such funds were
2 not earned fees.

3
4 12. On February 6, 2005, Respondent disbursed \$149.95 by way
5 of client trust account check number 1027, to Bank One as payment on a personal
6 house loan. Respondent admits that such disbursement was not related to a client
7 representation, but believes such funds represented earned fees. Given the
8 substantial balances of earned fees Respondent admits he maintained in his client
9 trust account and the fact no clients have identified any money not paid to them in
10 a timely manner, there is no evidence such funds were not earned fees.

11
12 13. As alleged in paragraph two of this Agreement, on or about
13 February 8, 2005 Respondent attempted to disburse \$150.00 by way of client trust
14 account check number 1026, to the State Bar of Arizona as payment of a late fee
15 related to his filing of his untimely Rule 45 Ariz.R.Sup.Ct. MCLE affidavit for
16 the year 2004, believing such funds to be earned fees. Given the substantial
17 balances of earned fees Respondent admits he maintained it as a client trust
18 account and the fact no clients have identified any money not paid to them in a
19 timely manner, there is no evidence such funds were not earned fees.

20
21 22. On February 22, 2005 Respondent deposited a check in the
23 amount of \$16,614.28 into his client trust account representing funds paid to him
24 by a collections lawyer Respondent had retained to recover attorney's fees
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1 awarded to Respondent in the trial of a mold case. Such funds included funds
2 owed to a third party, Dr. Sneller, that Respondent disbursed to Dr. Sneller on
3 February 23, 2005 by mailing him Respondent's client trust account check
4 number 1030 in the amount of \$11,614.28. The remaining \$5,000 represented
5 Respondent's earned fee, of which on February 26, 2005 Respondent transferred
6 \$2,000 from his client trust account to his operating account. On March 3, 2005
7 Respondent transferred an additional \$4,000 from his client trust account to the
8 firm account, representing the balance of his fee in the mold case plus additional
9 earned fees that had been retained in his client trust account. At that point,
10 Respondent's records show that his client trust account had a balance of
11 \$1,554.97. However, the bank statement for the time period reflected a balance
12 of \$1,572.97. Respondent has no memory or records explaining the discrepancy.
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16 15. In response to the Bar's interrogatory asking whether
17 Respondent conducted the required monthly three-way reconciliation of his trust
18 account records, Respondent wrote:
19

20 *The specific answer to this question is no. Relatively*
21 *speaking, I use my trust account very little. I make my*
22 *notes, which I've mailed to the State Bar and keep track*
23 *of the money that I put in my trust account, which for*
24 *the most part includes my money. On occasion I draw*
25 *out fees and put them in my firm account.*

1 16. On October 18, 2004, Respondent made a direct branch
2 withdrawal from his client trust account in the amount of \$500 without using a
3 pre-numbered check or wire transfer.
4

5 17. On numerous occasions, Respondent transferred funds directly
6 from his client trust account to his firm account without using pre-numbered
7 checks or wire transfers including \$42,000 on October 28, 2004; \$5,000 on
8 November 17, 2004; \$3,000 on January 10, 2005; \$1,500 on February 11, 2005;
9 \$2,000 on February 28, 2005; and \$4,000 on March 2, 2005. Respondent was
10 unable to produce any documentation supporting his claim that such funds
11 represented earned fees¹. However, given the substantial balances of earned fees
12 Respondent admits he maintained in his client trust account and the fact no clients
13 have identified any money not paid to them in a timely manner, there is no
14 evidence such funds were not earned fees.
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17 18. On February 24, March 16 and April 29, 2005, the State Bar's
18 Staff Examiner requested Respondent provide duplicate deposit slips or the
19 equivalent from his client trust account for the period March 2004 through
20 February 2005. Respondent failed to provide the requested records and failed to
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25 ¹ Generally, disbursements based on genuine computations of contingent fees or reimbursements of cost advances do not result in exact, round number disbursements.

1 provide an explanation at that time why he could not do so. Respondent now
2 admits he did not produce such records, as he did not have them.
3

4 **II. CONDITIONAL ADMISSIONS**

5 **A. Respondent's admissions regarding violations:**

6 1. Respondent conditionally admits he failed to properly
7 safeguard client funds; failed to hold property of clients separate from his own
8 property; failed to exercise due professional care in the maintenance of his client
9 trust accounts; failed to maintain proper internal controls within his office to
10 adequately safeguard funds on deposit in the Trust Account; failed to record all
11 transactions to his client Trust Account promptly and completely; failed to
12 maintain records complying with ER 1.15 and the trust account guidelines, failed
13 to maintain an account ledger or the equivalent for each person or entity for
14 whom monies were received in trust and failed to conduct a monthly
15 reconciliation of his trust account records and bank statement.
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19 2. Respondent conditionally admits that by virtue of his conduct
20 admitted herein, he violated Rule 42, ER 1.15(a), Rule 44(a)(2), Rule 44(b), Rule
21 43(d)(1)(A), Rule 43(d)(1)(C), Rule 43(d)(1)(D), Rule 43(d)(2)(B), Rule
22 43(d)(2)(C), Rule 43(d)(2)(D) and Rule 43(d)(2)(E) Ariz.R.Su.Ct.
23
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1 **B. State Bar's conditional admission regarding charges:**

2 1. The State Bar conditionally admits that Respondent has
3 provided a sufficient explanation for each of the trust account violations
4 enumerated such that the State Bar could not prove Respondent's conduct was
5 "intentional" or "knowing" as contemplated by the ABA Standards for Imposing
6 Lawyer Sanctions ("ABA Standard") but was instead "negligent."
7

8 2. In addition, in conjunction with the development of this
9 Agreement, Respondent wrote to all clients for whom he maintained funds in his
10 trust account between March 1, 2004 and May 1, 2005, asking such clients to
11 confirm they have received all funds they are entitled to. See attached Exhibit A,
12 for copies of such correspondence.
13
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15 3. Based on the foregoing, the state Bar conditionally admits that
16 it could not prove Respondent misappropriated any client or third-party funds
17 from his client trust account.
18

19 **III. RESTITUTION AND NOTICE TO COMPLAINANTS:**

20 There is no restitution due. As set forth in the foregoing admissions,
21 Respondent's violations consisted primarily of commingling personal funds with
22 client funds and failing to keep records. Further, Respondent has solicited
23 confirmation from all of his affected clients that they have received all funds they
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1 are entitled to and the State Bar has not received any complaints or other
2 information indicating any clients did not receive any funds they were entitled to.
3

4 **IV. SANCTIONS**

5 1. Respondent and the State Bar of Arizona agree that on the
6 basis of the conditional admissions contained herein the appropriate disciplinary,
7 sanctions are as follows:

8
9 2. Respondent shall receive a public censure for violation of Rule
10 42, Ariz.R.Sup.Ct., specifically ER 1.15 and Rules 43 and 44, Ariz.R.Sup.Ct.

11 3. As a term of probation Respondent shall enter into a probation
12 agreement with the State Bar for a one-year term of probation to commence upon
13 the signing of such agreement. Respondent will be required to attend the Trust
14 Account Ethics Enhancement Program (TAEEP), and submit to a quarterly
15 review of his trust account management procedures by the Staff Examiner of the
16 State Bar or her designee. Such review will include a review of Respondent's
17 monthly three-way reconciliation of his general ledger, client ledgers and bank
18 statement as well as any additional supporting documentation the Examiner in her
19 discretion needs to review.
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23 4. Respondent shall pay all costs and expenses incurred in these
24 disciplinary proceedings within 30 days of the Supreme Court's final judgment
25 and order, pursuant to Rule 60(b, Ariz.R.Sup.Ct.

1 The ABA Standards provide guidance with respect to an appropriate
2 sanction in this matter. Respondent failed to properly safeguard client funds;
3 failed to hold property of clients separate from his own property; failed to
4 exercise due professional care in the maintenance of his client trust accounts;
5 failed to maintain proper internal controls within his office to adequately
6 safeguard funds on deposit in the Trust Account; failed to record all transactions
7 promptly and completely; failed to maintain an account ledger or the equivalent
8 for each client, person or entity for whom monies were received in trust; failed to
9 conduct monthly reconciliations of his trust account register, client ledgers and
10 bank statement; and failed to retain all trust account statements, cancelled pre-
11 numbered checks, or other evidence of disbursements, duplicate deposit slips,
12 client ledgers, trust account general ledgers and reports to the clients.

16 **I. Presumptive Sanction:**

17 A. ABA Standards for Imposing Lawyer Sanctions ("ABA
18 Standards"):

19 The ABA Standards are designed to promote consistency in the imposition
20 of sanctions by identifying relevant factors that courts should consider and then
21 applying these factors to situations where lawyers have engaged in various types
22 of misconduct. ABA Standard 1.3, Commentary. The court and commission
23 consider the Standards a suitable guideline. *In re Peasley*, 427 Ariz. Adv. Rep.
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1 23, 90 P.3d 764, §§ 23, 33 (2004); *In re Rivkind*, 164 Ariz. 154, 157, 11 791 P.2d
2 1037,1040 (1990).

3
4 ABA Standard 3.0 provides that in imposing a sanction, a court should
5 consider: (1) the duty violated; (2) the lawyer's mental state; (3) the actual or
6 potential injury caused by the misconduct; (4) the existence of aggravating and
7 mitigating factors.

8
9 Respondent and the State Bar agree that the facts as enumerated in the
10 Tender of Admissions warrant consideration of ABA Standard 4.0 Violation of
11 Duties Owed to Clients, Standard 4.1 Failure to Preserve the Client's Property,
12 which provides:

13
14 *Absent aggravating or mitigating circumstances, upon*
15 *application of the factors set out in 3.0, the following*
16 *Sanctions are generally appropriate in cases involving*
the failure to preserve client property:

17 Standard 4.13 provides:

18 *Reprimand [censure in Arizona] is generally*
19 *appropriate when a lawyer is negligent in dealing with*
20 *client property and causes injury or potential injury to a*
client.

21 The ABA Standards define "Knowledge" as:

22
23 *.... the conscious awareness of the nature or attendant*
24 *circumstances the conduct but without the conscious*
objective or purpose to accomplish a particular result.

25 The ABA Standards define "Negligence" as:

1 ... the failure of a lawyer to heed a substantial risk that
2 circumstances exist or that a result will follow, which
3 failure is a deviation from the standard of care that a
4 reasonable lawyer would exercise in the situation.

5 Respondent and the State Bar agree, and the Hearing Officer accepts, for
6 purposes of this agreement that Respondent's conduct was negligent rather than
7 knowing. Respondent believed he had procedures in place sufficient to
8 appropriately deal with client funds. It was not until Respondent attempted to pay
9 MCLE fees to the State Bar from his trust account, triggering the investigation
10 that led to this formal proceeding that Respondent realized that his procedures for
11 management of his trust account were inadequate.

12 In determining a sanction, the parties agree following aggravating and
13 mitigating factors apply:

14 ABA Standard 9.22, Factors which may be considered in aggravation include:

- 15 (c) *a pattern of misconduct;*
16 (d) *multiple offenses;*
17 ...
18 (i) *substantial experience in the practice of law;*
19 ...
20

21 ABA Standard 9.32 Factors which may be considered in mitigation include:

- 22 (a) *absence of a prior disciplinary record;*
23 (b) *absence of a dishonest or selfish motive;*
24 ...
25 (d) *timely good faith effort to make restitution or to*
 rectify consequences misconduct;
 (e) *full and free disclosure to a disciplinary board or*
 cooperative attitude toward proceedings;

1 ...

2 (g) *character or reputation;*

3 ...

4 (l) *remorse;*

5 **B. PROPORTIONALITY ANALYSIS:**

6 To have an effective system of professional sanctions, there must be
7 internal consistency, and it is appropriate to examine sanctions imposed in cases
8 that are factually similar. *Peasley*, supra, 33, 61. However, the discipline in each
9 case must be tailored to the individual case, as neither perfection nor absolute
10 uniformity can be achieved. *Id.* at 61 (citing *In re Alcorn*, 202 Ariz. 62, 76, 41
11 P.3d 600, 614 (2002); *In re Wines*, 135 Ariz. 203, 207, 660 P.2d 454,458 (1983)).
12

13 An analysis of similar discipline cases indicates that in Arizona an
14 appropriate and proportional sanction for the conduct herein is a censure. There
15 are several cases that consider conduct similar in nature to the facts presented in
16 the instant case. The following are cases instructive in the present matter.
17

18 In *In re Baskerville*, Supreme Court No. SB-03-0006-D, Disciplinary
19 Commission No. 01-1511, (2003), the Commission censured the lawyer and
20 placed him on probation for one (1) year for violations of Ethical Rule 1.15, and
21 Rules 43(d) and 44(b), Ariz.R.Sup.Ct. The lawyer's trust account became
22 overdrawn when a check attempted to pay against the trust account when the
23 funds balance the time was insufficient to cover the check. An examination of a
24
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1 lawyer's trust account documents revealed that the lawyer failed to properly
2 safeguard client funds, that he failed to maintain proper internal controls to
3 adequately safeguard funds on deposit in the trust account and that he failed to
4 conduct a monthly reconciliation of his trust account. The applicable ABA
5 Standard establishing the presumptive sanction was found to be Standard 4.13
6 (censure for negligent dealing with client property). Three aggravating factors
7 included prior disciplinary offenses, a pattern of misconduct and substantial
8 experience in the practice of law. Five mitigating factors included absence of a
9 dishonest or selfish motive; timely good faith effort to rectify consequences, full
10 and free disclosure to disciplinary board or a cooperative attitude towards
11 proceedings, character and reputation and non-ABA Standard mitigation of
12 interim rehabilitation.

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16 In *In re Crocker*, SB-03-0077-D, Disciplinary Commission No. 012 0165,
17 the lawyer was censured and placed on probation for two years for violating ERs
18 1.15(a), 8.1(a) and 8.4(c) and Supreme Court Rule 43(b)(3). The State Bar's
19 examination of the lawyer's trust account records revealed that he had entered into
20 a representation agreement that was never reduced to writing; failed to maintain
21 individual client ledger cards or the functional equivalent for the client and the
22 client's company; often made incomplete and/or insufficient entries to accurately
23 reconstruct each transaction. The lawyer's trust account client ledger did not
24
25

1 always identify the client on whose behalf the banking transactions took place;
2 the lawyer failed to perform monthly reconciliations of his trust account and
3 failed to properly safeguard client funds in his trust account. The applicable ABA
4 Standard for determining the presumptive sanction was found to be 4.13 (Censure
5 for negligent dealing with client property). The single aggravating factor was
6 pattern of misconduct. Five mitigating factors included no prior discipline,
7 personal or emotional problems, absence of dishonest or selfish motive, good
8 character and reputation and remorse. Although a two-year probationary period
9 was imposed in Crocker, Crocker had also violated ERs 8.1(a) and 8.4(c), unlike
10 Respondent in the instant matter, who has not made any false statements to the
11 State Bar or engaged in conduct involving dishonesty or deceit.

12
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14
15 In *In re Kazragis*, Supreme Court No. SB-03-0115-D, Disciplinary
16 Commission No. 02-0157, the lawyer was censured and placed on probation for a
17 term of one year. The State Bar received several overdraft notices regarding the
18 lawyer's trust account. Those notices indicated that various items attempted to pay
19 against the trust account when the balance in the account was insufficient to cover
20 items. An examination of the lawyer's trust account by the State Bar's Staff
21 Examiner revealed that there was a deficit in the trust account due to a lawyer's
22 failure to monitor the actual disbursements being made from the account. The
23 lawyer failed to safeguard client funds since he was not identifying the
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1 disbursements, was not recording disbursements on individual client ledgers, was
2 not balancing the client ledgers. In addition, the lawyer failed to keep his funds
3 separate from the client funds, failed to maintain complete trust account records
4 and failed to exercise due professional care. The applicable ABA Standard for
5 determining the presumptive sanction was found to be 4.13 (Censure for
6 negligent dealing with client property). The one aggravating factor was
7 substantial experience in the practice of law. Five mitigating factors included
8 absence of a prior disciplinary record, absence of a dishonest or selfish motive,
9 timely good faith effort to rectify consequences of misconduct, full and free
10 disclosure and remorse.

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14 In *In re DeLozier*, SB-04-0034-D (Arizona Supreme Court 2004) the
15 lawyer agreed to a public censure and probation for violations of ER 1.15 and
16 Rules 43 and 44, Ariz.R.Sup.Ct. The lawyer was found to have kept earned funds
17 in his client trust account. Because of this practice, Respondent's records showed
18 positive trust balances for some clients who really did not have a positive balance.
19 The lawyer accordingly failed to safeguard client funds and commingled his
20 personal funds with client funds. Respondent also failed to conduct monthly
21 reconciliations of his trust account; made non-client-related transactions from his
22 trust account; failed to maintain complete trust account records for a period of
23 five years; failed to confirm that funds were on deposit in the trust account for
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1 clients prior to drawing offsetting disbursements; and failed to disburse from the
2 trust account with pre-numbered checks. Two aggravating factors included prior
3 disciplinary offenses and substantial experience in the practice of law. Three
4 mitigating factors included absence of a dishonest or selfish motive, timely good
5 faith effort to make restitution or to rectify consequences of misconduct and full
6 and free disclosure to a disciplinary board or cooperative attitude toward
7 proceedings.
8

9 II. CONCLUSION

10 The ABA Standards for Imposing Lawyer Sanctions indicate that a censure
11 is the presumptive sanction. Moreover, the case law suggests that censure is
12 proportional to other cases with similar facts.
13

14 The objective of lawyer discipline is not to punish the lawyer, but to protect
15 the public, the profession, and the administration of justice. *Peasley, supra; In re*
16 *Scholl*, 200 Ariz. 222, 227, 25 P.3d 710, 715. The objectives of discipline will be
17 met by the proposed sanction of a public censure, probation and the imposition of
18 costs. For the foregoing reasons, the Hearing Officer recommends acceptance of
19 the Agreement.
20
21

22 DATED this 4 day of December, 2006.

23
24 Dwight M. Whitley, Jr. 
25 Dwight M. Whitley, Jr.
Hearing Officer 91

1
2 Original of the foregoing filed:
3 this 5 day of December, 2006, to:

4 Disciplinary Clerk of the Supreme Court
5 Certification and Licensing Division
6 1501 W. Washington, #104
7 Phoenix, Arizona 85007-3329

8 Copy of the foregoing mailed
9 This 5 day of December 2006, to:

10 Mark D. Rubin
11 Attorney at Law
12 4574 N. First Avenue
13 Suite 150
14 Tucson, Arizona 85718
15 *Attorney for Respondent*

16 Copy of the foregoing hand-delivered
17 this 5 day of December 2006, to :

18 Ariel I. Worth
19 Senior Bar Counsel
20 State Bar of Arizona
21 4201 N. 24th Street, Suite 200
22 Phoenix, Arizona 85016

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