

**FILED**  
MAY 30 2008  
HEARING OFFICER OF THE  
SUPREME COURT OF ARIZONA  
BY: MM

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BEFORE A HEARING OFFICER  
OF THE SUPREME COURT OF ARIZONA

IN THE MATTER OF A MEMBER OF )  
THE STATE BAR OF ARIZONA, )  
ROBERT M GREGORY, )  
Bar No 021805 )

No 07-0265, 06-1832  
**HEARING OFFICER'S REPORT**  
(Assigned to Hearing Officer 7M, Daniel P Beeks)

The parties have filed a Tender of Admissions and Agreement for Discipline by Consent ("Tender"), and a Joint Memorandum in Support of Agreement for Discipline by Consent ("Joint Memorandum") agreeing that Gregory Robert M Gregory ("Gregory" OR "Gregory") should receive a 30 day suspension, with one year of probation upon terms described in more detail below.

The State Bar was represented by Russel J. Anderson in negotiating the Tender, and Gregory was represented by Nancy A Greenlee. The Hearing Officer has determined that no hearing is necessary in order to rule on the Tender.

For reasons discussed in more detail below, the Hearing Officer recommends that the Tender be approved and accepted. The parties understand, however, that this agreement is subject to review by the Disciplinary Commission, and by the Arizona Supreme Court.

**STIPULATED FACTS**

1. At all times relevant, Gregory was a lawyer licensed to practice law in the State of Arizona, having been first admitted to practice in Arizona on April 22, 2003
2. At all times relevant, Gregory was a lawyer licensed to practice law in the

1 State of California, having been first admitted to practice in California in December  
2 1995.

3 3 A formal complaint was filed against Gregory in this matter on November  
4 9, 2007

5 4 On or about November 1, 2004, Nicole Jordan was a passenger injured in  
6 a motor vehicle accident Her boyfriend, Michael Adamczyk, was driving. Ms. Jordan's  
7 children, Destin and Nico, were also in the car at the time

8 5 On or about November 3, 2004, Ms Jordan retained Stephen Gorey  
9 ("Gorey") to represent her personal injury claim, as well as the claims of her children

10 6 Mr Adamczyk also retained Gorey to represent his personal injury claim  
11 on or about November 3, 2004.

12 7. Ms Jordan was treated for her injures by Dr. Ty Endean and Dr. Robert  
13 Berens

14 8 Sometime between late November and early December 2004, Gorey  
15 contacted and associated with Gregory to help Gorey represent Ms. Jordan, Mr  
16 Adamczyk, Destin, and Nico

17 9 If this matter were to proceed to a hearing, both Dr. Endean and Dr.  
18 Berens would testify that they opined, within a reasonable degree of medical  
19 probability, that Ms Jordan's injuries were related to the motor vehicle accident. If this  
20 matter were to proceed to a hearing, Gregory would dispute this claim Gregory would  
21 further testify that at no time during his handling of the matter did Dr. Endean or Dr.  
22 Berens indicate in any way that they were willing to relate Ms. Jordan's injuries to the  
23 motor vehicle accident

24 10 If this matter were to proceed to a hearing, Gregory would testify that he  
25 and his legal assistant placed numerous telephone calls to both doctors' offices and that  
26 they never received a return call from either doctor. Gregory would further testify that  
27 he spoke with one of Ms Jordan's treating doctors on one occasion and this doctor was  
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1 not willing to serve as Ms Jordan's expert for purposes of testifying that her injuries  
2 were related to the motor vehicle accident. Gregory does admit for purposes of this  
3 agreement that under those circumstances, he should have sought to schedule an in-  
4 person meeting with Ms. Jordan's doctors in order to verify that they would not serve as  
5 experts

6 11 If this matter were to proceed to a hearing, Betty Ann St George ("Ms St.  
7 George") would testify that, during the course of Ms Jordan's case, she was Gregory's  
8 legal assistant

9 12. If this matter were to proceed to a hearing, Ms St George would testify  
10 that she attempted numerous times to contact Dr Endean and Dr Berens via telephone

11 13 If this matter were to proceed to a hearing, Ms St George would testify  
12 that neither Dr Endean nor Dr. Berens returned her calls

13 14 If this matter were to proceed to a hearing, Gorey would testify that Ms  
14 Jordan asked Gorey to rent a car for him while Mr. Adamczyk's car was being repaired

15 15. Gorey failed to inform Ms. Jordan that renting a car for her would create a  
16 conflict of interest pursuant to ER 1.8(e), Arizona Rules of Professional Conduct.

17 16 On or about November 22, 2004, Gorey rented a car through Enterprise  
18 Rent-A-Car Company ("Enterprise") using his personal credit card

19 17. If this matter were to proceed to a hearing, Gorey would testify that  
20 renting a car for a client in California does not constitute an ethical violation, and would  
21 further testify that he was unaware of the difference in the rules because he practiced in  
22 California for approximately 20 years.<sup>1</sup>

23 18. If this matter were to proceed to a hearing, Gregory would testify that  
24 renting a car for a client in California does not constitute and ethical violation, and  
25

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26 <sup>1</sup> California's ethical rules regarding providing financial assistance to clients are  
27 somewhat different than Arizona's rules Compare ER 1 8(e) and Rule 4-210 of the California  
28 Rules of Professional Conduct Rule 4-210(A)(2) appears to allow attorneys to make loans to  
clients The State Bar does not dispute that in California, it is permissible for attorneys to rent  
cars for clients in personal injury cases

1 would further testify that he was unaware of the difference in the rules. Gregory would  
2 further testify that he was unaware that Gorey had rented the car for the clients until  
3 later in the representation, after Mr Adamczyk agreed to reimburse Gorey.

4 19. On or about May 11, 2005, Gregory filed a personal injury lawsuit on  
5 behalf of Ms Jordan, Mr Adamczyk, Destin, and Nico in Pima County Superior Court,  
6 cause number C2005-2630.

7 20 Gregory and Gorey acted as co-counsel for their clients in C2005-2630

8 21 Gregory and Gorey were jointly responsible for the representation of Ms  
9 Jordan, Mr Adamczyk, Destin, and Nico in C2005-2630

10 22 There were two central defendants named in C2005-2630 Jennifer  
11 Witten, and Complete Landscaping, Inc., that owned a vehicle driven by an employee

12 23. On or about February 14, 2006, the Court scheduled a jury trial for July  
13 25, 2006 The Court also set a Status Conference for September 11, 2006 (the "Status  
14 Conference")

15 24 Gregory did not appear at the Status Conference.

16 25. If this matter were to proceed to a hearing, both Gregory and Gorey would  
17 testify that they did not receive notice of the Status Conference Gregory would further  
18 testify that the Court re-set the Status Conference and there was no prejudice to either  
19 party.

20 26 On or about April 18, 2006, the Court continued the jury trial to October  
21 11, 2006.

22 27 Based on the October trial date, the deadline for Gregory to disclose all of  
23 his expert witnesses was July 13, 2006

24 28. On or before June 17, 2006, Ms Jordan received notice that she must  
25 undergo an Independent Medical Examination ("IME")

26 29 The original IME was scheduled for June 19, 2006.

27 30 On or about June 19, 2006, Ms. Jordan failed to appear for her IME,  
28

1 stating that she needed to take her son to a previously scheduled dental appointment

2 31. If this matter were to proceed to a hearing, Gregory would testify that he  
3 called Ms Jordan to see how the IME went, and this was the first time that Gregory was  
4 told that Ms. Jordan had not appeared and that she had had to attend her son's dental  
5 appointment.

6 32 If this matter were to proceed to a hearing, Gregory would testify that he  
7 contacted Gorey upon Ms Jordan informing him she had not attended the IME

8 33 If this matter were to proceed to a hearing, Gorey would testify that  
9 shortly after Ms Jordan missed the IME, he spoke with defense counsel for Complete  
10 Landscaping to address the missed appointment

11 34. If this matter were to proceed to a hearing, Gregory would testify that he  
12 also attempted to negotiate a resolution with defense counsel for Complete Landscaping  
13 to pay for the costs of the missed IME at the end of the case

14 35 On or about July 26, 2006, defense counsel for Complete Landscaping  
15 filed a motion seeking compensation (the "Motion for Sanctions") for the missed IME

16 36 The Motion for Sanctions requested a cancellation fee of \$1,000.00 and an  
17 award of attorneys fees totaling \$500.00

18 37. A response to the Motion for Sanctions was not filed

19 38 If this matter were to proceed to hearing, Gregory would testify that he did  
20 not believe that he had a good faith basis to file a response to the motion for sanctions,  
21 because during his initial conversation with Ms Jordan, she did not indicate that her  
22 son's appointment was an emergency in that the appointment had been previously  
23 scheduled

24 39 Defense counsel for Complete Landscaping filed a request that the Motion  
25 for Sanctions be granted

26 40. The Court partially granted the Motion for Sanctions.

27 41. The Court awarded Complete Landscaping's request for the \$1,000.00  
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1 cancellation fee, but did not order the \$500.00 sanction requested for attorneys' fees.

2           42     If this matter were to proceed to a hearing, Gregory would testify that he  
3 spoke to Ms Jordan further, and to Gorey following the granting of the motion for  
4 sanctions Gregory would further testify that, at that time, Ms. Jordan claimed that  
5 although she knew about her son's dental appointment, she did not know that her  
6 presence would be required until the day of the appointment On the basis of that  
7 information, and based upon his conversation with Gorey (see paragraph 43 below),  
8 Gregory then filed a motion for reconsideration of the court's ruling, attaching Ms  
9 Jordan's affidavit

10           43     If this matter were to proceed to a hearing, Gorey would testify that he  
11 advised Gregory specifically what the Motion for Reconsideration should address as to  
12 the issue of the unreasonableness of the amount of the cancellation fee

13           44     On or about July 13, 2006, the deadline for Gregory to disclose the  
14 experts to testify on his clients' behalf expired

15           45     If this matter were to proceed to a hearing, Gregory would testify it was  
16 his responsibility to conduct discovery and disclose witnesses in accordance with  
17 deadlines

18           46.    If this matter were to proceed to a hearing, Gregory would testify that  
19 Gorey advised him about the manner and level of detail that was required in connection  
20 with expert witness disclosures.

21           47     If this matter were to proceed to a hearing, Gregory would testify that,  
22 because a new judge had been assigned to the case, it was difficult for him to determine  
23 the proper amount of detail to include in the disclosure of his expert witnesses Gregory  
24 would further testify that he did not believe that any of Ms Jordan's doctors were  
25 willing to serve as an expert witness, and therefore, he could not list the doctors as  
26 experts particularly when they had not provided the necessary information required by  
27 the disclosure rules

1           48. On or about August 31, 2006, defense counsel for Complete Landscaping  
2 filed a Motion to Preclude Expert Testimony (the "Motion to Preclude")

3           49 On or about September 25, 2006, the Court granted the Motion to  
4 Preclude

5           50. The Court's ruling referenced in paragraph 49, above, based its decision  
6 on the missing expert witness reports and summaries for Ms Jordan

7           51 The Court's ruling referenced in paragraph 49, above, excluded the  
8 opinion testimony of certain medical experts, but not all witnesses

9           52 If this matter were to proceed to a hearing, Gregory would testify that he  
10 made numerous attempts to secure the expert witness reports and summaries for Ms  
11 Jordan

12           53 If this matter were to proceed to a hearing, Ms. St. George would testify  
13 that she made attempts, under the direction and instruction of Gregory, to secure the  
14 expert witness reports and summaries for Ms Jordan

15           54 If this matter were to proceed to a hearing, Gregory would testify that the  
16 expert witnesses were uncooperative in providing their reports and summaries.

17           55. On or about September 27, 2006, defense counsel for Complete  
18 Landscaping offered to settle Jordan's claims against the company for \$25,000 00.

19           56 If this matter were to proceed to a hearing, Gregory would testify that he  
20 called Gorey and informed him that despite the ruling precluding the use of certain  
21 witnesses, \$25,000 was still being offered to Ms. Jordan Gorey would testify that he  
22 informed Gregory that if Ms Jordan wanted the settlement that Gorey would waive his  
23 portion of the attorneys' fees, and suggested to Gregory that he should consider doing  
24 the same, but that if Ms. Jordan wanted to accept the \$25,000 00 that Ms Jordan give  
25 them a malpractice waiver

26           57 Gregory discussed the settlement offer with Ms. Jordan.

27           58. On or about September 27, 2006, Gregory accepted the settlement offer on  
28

1 behalf of Ms. Jordan

2 59. Were this matter to proceed to a hearing, Gregory would testify that after  
3 accepting the settlement, he and Ms Jordan had a conversation about the medical liens  
4 that would need to be paid Gregory would further testify that, during this conversation,  
5 Ms. Jordan told Gregory that her injuries and medical treatment had not been related to  
6 her motor vehicle accident

7 60 Gregory would further testify that he then contacted ethics counsel at the  
8 State Bar of Arizona and followed her advice which was to inform defense counsel that  
9 he would not accept the settlement on behalf of Ms Jordan and that the settlement  
10 should be consummated with her, Gregory also moved to withdraw from the case, and  
11 Gregory took no fee from the settlement

12 61. On or about September 27, 2006, Gregory faxed a General Release waiver  
13 to Ms Jordan (the "Malpractice Waiver").

14 62 The Malpractice Waiver contained language whereby Ms. Jordan would  
15 agree not to bring a malpractice lawsuit against either Gregory or Gorey in exchange for  
16 their waiver of attorneys' fees

17 63 The Malpractice Waiver did not include language instructing Ms Jordan  
18 to seek the advice of independent legal counsel before signing the Malpractice Waiver.

19 64. On or about September 27, 2006, Ms. Jordan signed the Malpractice  
20 Waiver

21 65. On or about September 27, 2006, Ms Jordan faxed back to Gregory the  
22 Malpractice Waiver.

23 66 The Malpractice Waiver had all references to Mr Adamczyk crossed out

24 67 If this matter were to proceed to a hearing, Gregory would testify that  
25 after Gorey reviewed the Malpractice Waiver, he advised Gregory to include language  
26 instructing Ms Jordan and Mr Adamczyk to consult an independent attorney before  
27 signing it.  
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1 PGR.

2 78 By invoice dated December 23, 2004, Gregory mailed a statement of costs  
3 to Ms. Llantana totaling \$1,502 72

4 79. Gregory did not send Ms. Llantana monthly invoices, at the time of the  
5 representation, Gregory sent a summary of costs statement on a yearly basis

6 80. On or about October 18, 2005, Ms. Llantana wrote Bank of America  
7 check # 1184 in the amount of \$7,000 00 payable to Gregory ("Check #1184")

8 81 Check #1184 was provided to Gregory with the notation "2 expert  
9 witness" written on it

10 82 If this matter were to proceed to a hearing, Ms St George would testify  
11 that on the day Ms Llantana brought Gregory Check #1184, Gregory discussed with  
12 Ms Llantana using a portion of the money to apply toward his outstanding costs

13 83. If the matter were to proceed to a hearing, Gregory would testify that later  
14 that day or shortly thereafter, Ms Llantana gave him verbal authorization to use a  
15 portion of the \$7,000 00 check to pay his outstanding costs. Therefore, Gregory  
16 deposited Check # 1184 into his general operating account on or about October 28,  
17 2005.

18 84 Gregory did not memorialize the agreement referred to in paragraph 83,  
19 above

20 85. Gregory failed to deposit Check #1184 into his client trust account

21 86 On or about October 31, 2005, Gregory sent Dr John Hochman ("Dr.  
22 Hochman") First Bank of Arizona check #327 in the amount of \$6,290.00.

23 87 Dr Hochman was to be used as an expert witness in Ms Llantana's case

24 88. Gregory placed a "stop payment" order on check #327 that became  
25 effective on November 3, 2005.

26 89 On or about November 3, 2005, Gregory wrote First Bank of Arizona  
27 check #329 in the amount of \$1,500 00 payable to Dr. Brian Kleiner ("Dr Kleiner")  
28

1 90 Dr. Kleiner was to be used as an expert in Ms. Llantana's case  
2 91 On or about November 23, 2005, Ms Llantana wrote Bank of America  
3 check # 1192 in the amount of \$3,000.00 payable to Gregory ("Check #1192")  
4 92. Check #1192 was provided to Gregory with the notation "per verbal  
5 agreement Drs Kleiner Hochman paid in full \$10,000 balance 0/no further payments  
6 owed"  
7 93 Gregory deposited Check #1192 into his general operating account  
8 94 Check # 1192 posted on November 28, 2005  
9 95 Gregory failed to deposit Check # 1192 into his trust account.  
10 96. By invoice dated December 22, 2005, Gregory mailed Ms. Llantana a  
11 statement of costs totaling \$7,317.76.  
12 97. Check # 1184 was not reflected on the December 22, 2005, invoice  
13 98. Check # 1192 was not reflected on the December 22, 2005, invoice  
14 99. On or about February 9, 2006, Gregory filed a Motion to Withdraw as  
15 Counsel of Record (the "Motion to Withdraw") in Ms. Llantana's case.  
16 100 On or about February 15, 2006, Gregory's Motion to Withdraw was  
17 granted.  
18 101. Gregory did not make any additional payments to expert witnesses for Ms.  
19 Llantana until on or about May 17, 2006. On or after that time, Gregory made payments  
20 to experts that totaled approximately \$10,400 00  
21 102 Ms. Llantana requested fee arbitration through the State Bar, to which  
22 Gregory agreed. At the conclusion of the fee arbitration, Gregory was ordered to refund  
23 to Ms. Llantana \$4,918.48, which Gregory did Gregory asserts, and for purposes of this  
24 agreement only the State Bar does not dispute, that the end result was that he ended up  
25 paying to Ms Llantana, or on her behalf, \$5,319 48 more than he received from her.  
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27 **PRIOR DISCIPLINE**  
28 103 Gregory does not have any prior formal discipline in the State of Arizona



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by the State Bar's Law Office Management Assistance Program ("LOMAP"),

- ii Gregory should be required to attend and successfully complete the State Bar's Trust Account Ethics Enhancement Program ("TAEHP");
- iii. Gregory should be required to review the "Ten Deadly Sins of Conflict" MCLE video-tape and provide his hand-written notes to bar counsel
- iv. Gregory should be required to provide the State Bar with copies of all letters required to be sent to his clients and other interested parties providing notice to said clients and parties of Gregory's suspension
- v. Gregory should be required to provide the State Bar with copies of all certified certificates required to be attached to the mailings referenced in subpart (iv), above
- vi. Gregory should be required to provide the State Bar with copies of all return receipts returned to him as a result of the mailings referenced in subpart (iv), above.

D Gregory should be required to pay \$1,150.05 as costs and expenses incurred by the State Bar in these proceedings within 30 days of the Supreme Court's Final Judgment and Order, as detailed in Exhibit "A" attached to the Tender

108 Gregory has conditionally admitted that, in exchange for the form of discipline set forth above, he has engaged in the conduct described above and the Rule violations indicated above

109. By entering into the Tender, Gregory has waived his right to a formal disciplinary hearing that he would otherwise be entitled to pursuant to Rule 57(1),

1 Ariz R Sup Ct , and the right to testify or present witnesses on his behalf at a hearing

2 110 Counsel represented Gregory in this matter, and in entering into the  
3 Tender. Gregory and his counsel have knowingly waived all motions, defenses,  
4 objections, or requests that were made or raised or could have been asserted, if the  
5 conditional admissions and stated form of discipline are approved Gregory has read the  
6 Tender and has received a copy of the Tender.

7 111 Gregory submitted the Tender with conditional admissions, freely and  
8 voluntarily, and without coercion or intimidation, and he was aware of the Rules 64, 65,  
9 and 72, Ariz R Sup Ct , regarding suspension and reinstatement and has agreed to  
10 comply with such where applicable

11 112 Gregory submitted the Tender with the understanding that even if the  
12 Hearing Officer recommended acceptance of the Tender, the Disciplinary Commission  
13 and the Arizona Supreme Court also have the power to accept, reject or modify the  
14 Tender Gregory further understood that the discipline recommended in this Report will  
15 not become final until a judgment and order are entered by the Arizona Supreme Court

16 113 The State Bar and Gregory have agreed that if the Tender is rejected by  
17 the Disciplinary Commission or by the Arizona Supreme Court, the parties' conditional  
18 admissions shall be deemed withdrawn

19 **APPROPRIATENESS OF AGREED UPON SANCTIONS**

20 114 In determining the appropriate sanction, Arizona generally looks to the  
21 American Bar Association Standards for Imposing Lawyer Discipline (1992) ("ABA  
22 Standards") *In re Van Dox*, 214 Ariz. 300, 303, ¶ 11, 152 P.3d 1183, 1186 (2007)

23 86 The ABA Standards list the following factors to be considered in  
24 imposing the appropriate sanction.

- 25 a the duty violated,  
26 b the lawyer's mental state;  
27 c the actual or potential injury caused by the lawyer's misconduct, and  
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1 d the existence of aggravating or mitigating circumstances.  
2 *ABA Standard 3.0 Van Dox* at ¶ 11 The Hearing Officer has considered all of the  
3 required factors

4 **Duties Violated**

5 115. Gregory has conditionally admitted that he violated

6 a ER 1.3, by failing to act diligently in connection with cause number  
7 C2005-2630,

8 b ER 1.8(h)(1) in attempting to obtain the Malpractice Waiver ,

9 c ER 1.15 and Rules 43(d)(2)(b) and 44(a) of the Arizona Rules of  
10 the Supreme Court in dealing with funds provided to him to retain expert  
11 witnesses

12 **Gregory's Mental State**

13 116 In the joint Memorandum, the parties agreed that Gregory's violations in  
14 connection with count one were committed **negligently** *Joint Memorandum* at pg 4

15 117 In the joint Memorandum, the parties agreed that Gregory's violations in  
16 connection with count two were committed **knowingly**. *Joint Memorandum* at pg. 5.

17 **Actual or Potential Injury to Gregory's Clients**

18 118. In the Joint Memorandum, Gregory and the State Bar disagree regarding  
19 whether Gregory's failure to advise his clients to seek independent counsel when he  
20 provided them with the first Malpractice Waiver caused actual injury or only potential  
21 injury *Joint Memorandum* at pg 4 The Hearing Officer finds that resolving this issue  
22 is not necessary, as the same presumptive sanction would apply regardless.

23 119 In the Joint Memorandum, Gregory and the State Bar have agreed that  
24 Gregory's trust account violations in connection with count two caused actual injury to  
25 Ms Llantana because the balance of her payments for expert witnesses were integrated  
26 into Gregory's general operating funds, causing her to lose control of her property  
27 *Joint Memorandum* at pg 6.  
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1           125 The parties have agreed that Standard 4.12 applies Standard 4 12  
2 provides that "Suspension is generally appropriate when a lawyer knows or should  
3 know that he is dealing improperly with client property and causes injury or potential  
4 injury to a client "

5           126 The Hearing Officer finds that the balance of the aggravating and  
6 mitigating factors does not justify a departure from the presumptive sanction of a  
7 suspension

8                   Application of Standards

9           127 The commentary to Standard 2 3 indicates that when a suspension is  
10 warranted, a minimum 6-month suspension is generally necessary to protect the public  
11 The commentary also indicates that it is preferable to suspend an attorney for a period  
12 of greater than six months to protect the public and ensure that the attorney is required  
13 to establish that he or she has been rehabilitated before being readmitted to the practice  
14 of law *See also In re Shannon*, 179 Ariz 52, 71, 876 P 2d 548, 567 (1994) (purpose of  
15 the presumption that a suspension should be for at least six months is to protect the  
16 public and to ensure effective demonstration of rehabilitation)

17           128 The Arizona Supreme Court, however, has recognized that shorter  
18 suspensions can be appropriate if the attorney has learned his or her lesson, and can  
19 establish interim rehabilitation, and if there are less concerns with rehabilitation in the  
20 particular case, and more concerns with deterring others and maintaining the integrity of  
21 the profession. *See In re Alcorn*, 202 Ariz 62, 75, 41 P 3d 600, 613 n 11 (2002)

22           129. It appears in the present case that Gregory has learned his lesson, has  
23 apologized for his mistakes, and has taken steps to change his procedures so that similar  
24 mistakes will not occur in the future. *See Joint Memorandum at pg 8*

25           130 The Hearing Officer believes that the public will be adequately protected  
26 after Gregory's suspension by the terms of the probation agreed upon in the Tender.  
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1 brief suspension is appropriate for the conditionally admitted misconduct

2 **CONCLUSION**

3 136 For the reasons discussed above, the Hearing Officer recommends that the  
4 following punishment be imposed upon respondent Robert M Gregory

5 A Gregory should be **suspended** from the practice of law for **30 days**

6 B Upon completion of Gregory's suspension, Gregory should be  
7 placed on **one year of probation**

8 C Gregory's probation terms should include requirements that

9 i Gregory undergo and cooperate with a full assessment  
10 by the State Bar's Law Office Management Assistance  
11 Program ("**LOMAP**"),

12 ii Gregory should be required to attend and successfully  
13 complete the State Bar's Trust Account Ethics  
14 Enhancement Program ("**TAEPP**"),

15 iii. Gregory should be required to review the "**Ten Deadly**  
16 **Sins of Conflict**" MCLE video-tape and provide his  
17 hand-written notes to bar counsel.

18 iv. Gregory should be required to provide the State Bar with  
19 copies of all letters required to be sent to his clients and  
20 other interested parties providing notice to said clients  
21 and parties of Gregory's suspension.

22 v. Gregory should be required to provide the State Bar with  
23 copies of all certified certificates required to be attached  
24 to the mailings referenced in subpart (iv), above.

25 vi Gregory should be required to provide the State Bar with  
26 copies of all return receipts returned to him as a result of  
27 the mailings referenced in subpart (iv), above  
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D. Gregory should be required to pay \$1,150.05 as costs and expenses incurred by the State Bar in these proceedings within 30 days of the Supreme Court's Final Judgment and Order, as detailed in Exhibit "A" attached to the Tender.

DATED May 30, 2008

Hearing Officer 7M



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ORIGINAL of the foregoing mailed for filing on May 30, 2008, to

Disciplinary Clerk  
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COPIES of the foregoing mailed May 30, 2008, to

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