

BEFORE THE PRESIDING DISCIPLINARY JUDGE

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

**MELANIE E. BEAUCHAMP,
Bar No. 013481**

Respondent.

PDJ 2021-9005

**FINAL JUDGMENT AND
ORDER**

[State Bar Nos. 13-2814, 14-0507,
18-1918, 20-0078]

FILED FEBRUARY 8, 2021

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

Accordingly:

IT IS ORDERED Respondent, **MELANIE E. BEAUCHAMP, Bar No. 013481**, is suspended for a period of twenty-four (24) months for her 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 Respondent shall pay restitution to Mr. Joe Lok, in the amount of \$49,716.96, prior to filing any application for reinstatement.

IT IS FURTHER ORDERED upon reinstatement, Respondent shall be subject to any terms of probation imposed as a result of reinstatement hearings held.

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

IT IS FURTHER ORDERED Respondent shall pay the costs and expenses of the State Bar of Arizona in the amount of \$2,707.55, within thirty (30) days from the date of this Order. There are no costs or expenses incurred by the Office of the Presiding Disciplinary Judge in these proceedings.

DATED this 8th day of February 2021.

William J. O'Neil

William J. O'Neil, Presiding Disciplinary Judge

Copy of the foregoing emailed
this 8th day of February 2021 to:

Meredith Vivona
Independent Bar Counsel
1501 W. Washington Street, Suite 229
Phoenix, Arizona 85007
mvivona@courts.az.gov

Paul McGoldrick, Esq.
Shorall McGoldrick Brinkmann
1232 East Missouri Avenue
Phoenix, Arizona 85014
paulmcgoldrick@smbattorneys.com

Lawyer Regulation Records Manager
State Bar of Arizona
Email: LRO@staff.azbar.org

by: SHunt

BEFORE THE PRESIDING DISCIPLINARY JUDGE

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

**MELANIE E. BEAUCHAMP,
Bar No. 0213481**

Respondent.

PDJ 2021-9005

**DECISION ACCEPTING
DISCIPLINE BY CONSENT**

[State Bar Nos. 13-2814, 14-0507, 18-
1918, 20-0078]

FILED FEBRUARY 8, 2021

Under Rule 57(a), Ariz. R. Sup. Ct.,¹ an Agreement for Discipline by Consent was filed on January 21, 2021. A Probable Cause Order issued on September 28, 2020. No formal complaint has been filed. The State Bar of Arizona is represented by Independent Bar Counsel Meredith Vivona. Ms. Beauchamp is represented by Paul J. McGoldrick of *Shorall McGoldrick Brinkman*.

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

¹ Unless otherwise stated rule references are to the Ariz. R. Sup. Ct.

Beauchamp has voluntarily waived the right to an adjudicatory hearing, and waived all motions, defenses, objections or requests that could be asserted upon approval of the proposed form of discipline. Notice to the complainant and an opportunity to object under Rule 53(b)(3) was sent to Complainant by email on January 22, 2021.

Two complainants filed objections to the settlement as Ms. Beauchamp's conditional admissions and agreed upon sanction did not reflect the calculated strategy implemented by Ms. Beauchamp to misappropriate funds that did not belong to her and did not address the significant harm caused by her misconduct. Complainants also believe no counts should be dismissed, that multiple statements are erroneous, the claimed mitigation is baseless, the timing of Respondent's prior discipline is misinterpreted, aggravating factors are not applied, and that the appropriate sanction is disbarment under the *ABA Standards For Imposing Lawyer Discipline*.

Each objection is well-stated and raise concerns. The Agreement generically references "other negligent" conduct when the conduct is be knowingly if not intentional. Regardless of the terminology used, the focus on *Standard 4.1* is on whether there is deliberate conduct. *See In re Discipline of Corey*, 274 P.3d 972, 977, 978 (Utah 2012). In discipline cases *In re Wilson*, 409 A.2d 1153 (J.J. 1979) the Supreme Court of New Jersey correctly noted there are few more egregious acts than misappropriation.

The admissions are bluntly that Respondent knowingly lied to prevent others from pursuing their claims to money which she held. This was multiplied by her own recognized conflicts of interest. She knowingly presented the settlement check without obtain a required endorsement of an opposing person and then knowingly disbursed the funds while knowing the person whose endorsement she did not try to obtain had a claim to the funds. Her state of mind is underscored by her knowingly making counterclaims against that same individual while she knew she did not have a good faith basis in fact or law. She knowingly made false statements to that same individual regarding those funds. She knowingly enriched herself to the detriment” of that same individual.

The parties stipulate she knowingly violated her duties to the client, the legal system, and the profession, which caused actual harm to the client and others and the legal system. Potential harm was caused to the legal profession. The presumptive sanction is suspension under *ABA Standards 4.12 Failure to Preserve the Client's Property* and *Standard 6.12, False Statements, Fraud and Misrepresentations*.

For purposes of the Agreement, the parties stipulate in the second matter that in 2013, Ms. Beauchamp represented a client in a medical malpractice matter who had attorney liens from prior attorneys. She paid herself her full fee, distributed part of the monies owed to the client, and held back monies in her trust account without telling her client. She then sought sanctions against the prior counsel and made counterclaims

without a good faith basis. She further failed to hold the funds in trust and knowingly falsely stated to the court regarding the status of the settlement funds.

These are admissions by her that warrant a lengthy suspension if not disbarment. Such methodical conduct should weigh heavily against her should she ever seek reinstatement. Notwithstanding, attorney discipline matters involve the exercise of discretion by the prosecutor. The discretion exercised here is not unreasonable. The objections are overruled.

The Agreement details a factual basis to support the conditional admissions. It is incorporated by this reference. Ms. Beauchamp admits she violated Rule 42, ERs 1.4 (communication), 1.7 (conflict of interest/concurrent), 1.15(e) safekeeping property, 3.1 (meritorious claims and contentions), 3.3(a)(1) (candor before tribunal), 4.1 (truthfulness in statements to others), 4.2 (communication with persons represented by counsel), 4.4(a) respect for rights of others), 8.4(c) (engage in conduct involving dishonesty, fraud, deceit or misrepresentation), and 8.4(d) (conduct prejudicial to the administration of justice). The parties stipulate to a 24-month suspension, the payment of restitution in the amount of \$49,716.96, and the payment of costs within 30 days.

The parties agree to and this court finds aggravating factors 9.22(a) prior disciplinary offenses, (b) dishonest or selfish motive, (d) multiple offenses, (g) refusal to acknowledge wrongful nature of conduct) and (i) substantial experience in the practice of law. In mitigation this court finds factor 9.32(e) full and free disclosure.

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

DATED this 8th day of February 2021.

William J. O'Neil

William J. O'Neil, Presiding Disciplinary Judge

COPY of the foregoing e-mailed
on this 8th day of February 2021 to:

Meredith Vivona
Independent Bar Counsel
1501 W. Washington Street, Suite 229
Phoenix, Arizona 85007
Email: mvivona@courts.az.gov

Paul J. McGoldrick
Shorall McGoldrick Brinkman
1232 E. Missouri Avenue
Phoenix, AZ 85014
Email: paulmgoldrick@smbattorneys.com
Respondent

Lawyer Regulation Records Manager
State Bar of Arizona
Email: LRO@staff.azbar.org

by: SHunt

Meredith Vivona #023515
Independent Bar Counsel
Office of the Commission on Judicial Conduct
1501 W. Washington St., Ste. 229
Phoenix, AZ 85007

Paul J. McGoldrick #010383
Shorall McGoldrick Brinkmann
1232 E. Missouri Ave.
Phoenix, AZ 85014

BEFORE THE PRESIDING DISCIPLINARY JUDGE

**IN THE MATTER OF A MEMBER OF
THE STATE BAR OF ARIZONA,
MELANIE E. BEAUCHAMP,
Bar No. 013481,**

Respondent.

PDJ - ~~2021-9004~~

State Bar Nos. 13-2814, 14-0507, 18-1918 and 20-0078

**AGREEMENT FOR DISCIPLINE
BY CONSENT**

The State Bar of Arizona, through Independent Bar Counsel (“IBC”), and Respondent, through counsel Paul McGoldrick, hereby submit their Agreement for Discipline by Consent, pursuant to Rule 57(a), Ariz. R. Sup. Ct. A probable cause order was entered on September 28, 2020. IBC has not yet filed a formal complaint, instead reaching this agreement with Respondent.

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. If this agreement is not accepted, the conditional admissions that follow are automatically withdrawn and shall not be used against the parties in any subsequent proceeding.

Respondent conditionally admits that she failed to safeguard the property of others, including her clients, made a false statement to the court and committed other violations as set forth herein. Her conduct violated Ariz. R. Sup. Ct., Rule 42, ERs 1.4, 1.7, 1.15(d), 1.15(e), 3.1, 3.3(a)(1), 4.1, 4.2, 4.4(a), 8.4(c) and 8.4(d). Upon acceptance of this agreement, Respondent agrees to accept imposition of the following discipline: twenty-four-month suspension and order of restitution to her former client, Mr. Lok, in the amount of \$49,716.96. Respondent also agrees to pay the costs and expenses of this disciplinary proceeding, within 30 days from the date of this order, and if costs are not paid within 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**.

Pursuant to Rule 53(b)(3), Ariz. R. Sup. Ct., notice of this agreement was provided to the Complainants by email on January 11, 2021. Complainants have been notified of the opportunity to file a written objection to the agreement with the State Bar within five (5) business days of IBC's notice. Copies of Complainants' objections, if any, have been or will be provided to the presiding disciplinary judge.

FACTS

1. At all times relevant, Respondent was a member of the State Bar of Arizona, having been admitted on June 4, 1991.

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.

COUNTS ONE AND TWO
(SB 20-0078, Lok, and 18-1918, Copeland/Yung Lin Ent. Inc.)

2. In 2013, Joe Lok was the ex-husband of Chuan Ping Lok. Chuan Ping Lok was the owner of China China Inc.

3. China China Inc. owned and leased property out of which the tenant (Yung Lin Ent. Inc., "Yung Lin") operated a Chinese food restaurant called, China China.

4. On November 23, 2012, a fire damaged China China, resulting in a total loss. Both Mr. Lok and Yung Lin made claims on an insurance policy Yung Lin purchased from Farm Bureau Property & Casualty Insurance Company, "Farm Bureau."

5. Around April 9, 2013, Mr. Lok met with Respondent at an initial client meeting, resulting in Mr. Lok and Respondent executing a contingency fee agreement.

6. The fee was unclear. Although the agreement provided for, "a lien of thirty-three and one-third percent," that amount was crossed out; no new amount was provided for in the agreement.

7. Similarly, the identity of the client was unclear. Although the fee agreement only listed Mr. Lok as the client, Respondent asserted she intended to represent Mr. Lok, Chuan Ping Lok and China China, Inc.

8. On May 31, 2013, Beauchamp Law Office, "BLO", submitted a demand to Farm Bureau on behalf of Mr. Lok, in the amount of \$374,344.61 for damage sustained by China China Inc.

9. That same day, Yung Lin submitted a competing demand under the building coverage portion of the policy in the amount of \$198,763.64.

10. On June 7, 2013, Farm Bureau issued and hand-delivered to Respondent, a check in the amount of \$332,500.00 (check number 3570606). This payment exhausted the available coverage.

11. The check was made payable to the order of, “Yung Lin Ent. & Joe Lok & Chuan Ping Lok & National Bank of Arizona & Beauchamp Law Office PC.”

12. BLO did not notify Yung Lin of receipt of funds, in which it may have an interest.

13. BLO obtained endorsements from all payees **except** Yung Lin.

14. Mr. Lok asserts that when he endorsed the check he observed that it was also made out to Yung Lin. If this matter proceeds to a hearing, his expected testimony is that he specifically asked Respondent whether the check needed to be reissued because it was made out to Yung Lin. Mr. Lok asserts Respondent advised him “not to worry about that” and that he relied on her advice.

15. If this matter proceeds to a hearing, it is also expected that Melanie McBride Gable, a former employee of BLO, will testify that she brought the issue of having Yung Lin endorse the check to Respondent’s attention.

16. Respondent claims she was confused regarding the identity of Yung Lin.

17. On June 14, 2013, Respondent, or someone at her direction, deposited check number 3570606, without Yung Lin’s endorsement.

18. About two weeks after Respondent deposited check 3570606, Yung Lin, through counsel, wrote Respondent on June 28, 2013. The letter asserted, in part, “I represent Yung Lin Wang, dba China China. . . . I am writing with regard to your firm’s presentment of check # 3570606 . . . in the amount of \$332,500. **Although my client was listed as a payee on the Check, you deposited the Check without my client’s endorsement.**” (Emphasis original). The letter continued by asserting Yung Lin’s claim to a portion of the settlement proceeds, and expressly demanded \$198,763.64.

19. Not later than July 1, 2013, Respondent was on notice of Yung Lin’s claim and its interest in the settlement proceeds.

20. On August 14, 2013, Yung Lin wrote Respondent, “I would like to clarify that my clients will not agree to any disbursement of the \$332,000 that your firm holds in this matter until our competing claims have been resolved.”

21. On August 21, 2013, Respondent wrote Yung Lin explaining, “as you know, a lien is not created because “you say so.” We will be releasing the funds on Monday, August 26, 2013, unless you present proof of a valid enforceable lien.”

22. On August 26, 2013, Yung Lin responded stating, “you are not the arbiter of the Check proceeds. You improperly deposited the Check without obtaining the required signatures. You are simply not entitled to demand that my clients demonstrate the validity of their claim to your satisfaction.”

23. Respondent did not identify, analyze or inform Mr. Lok of her own potential conflict with his continued representation where Yung Lin claimed

Respondent improperly presented the settlement check and where Respondent advised Mr. Lok not to worry that Yung Lin was a payee on the settlement check. Nonetheless, Respondent continued to represent Mr. Lok until sometime in 2014, when she lost touch with him.

24. On September 5, 2013, Respondent disbursed the settlement funds, holding \$49,716.96 for a possible future dispute.

- a. Respondent paid herself \$66,543.34 for attorney fees;
- b. Respondent paid Mr. Lok \$106,099.55; and
- c. Respondent paid National Bank of Arizona \$110,137.15.

25. Also, on September 5, 2013, Respondent sent a letter to Mr. Lok saying, "Please be advised due to Yung Lin Ent.'s assertion of potential claim for damages against the same policy, there is a possibility that Yung Lin Ent. may file a civil litigation. As a result, our Firm has retained \$50,000 in our trust account as litigation funds in the event of such filing."²

26. Respondent did not communicate with Mr. Lok about the potential consequences to him, where she distributed settlement funds despite knowledge of a third-party's claim.

27. On September 12, 2013, Yung Lin made a specific settlement offer to Respondent.

² Respondent's reference to \$50,000 was a mathematical error. She withheld \$49,716.96.

28. There is no documentation in Respondent's file showing that Respondent communicated this offer to Mr. Lok or provided him information enabling him to make an informed decision regarding the settlement offer.

29. On December 10, 2013, Yung Lin wrote Respondent asking her to, "please describe the current status of the \$332,000 of insurance proceeds which you deposited into your account without obtaining the proper endorsements."

30. On January 17, 2014, Respondent responded to Yung Lin announcing she would distribute the funds, including any portion in which Yung Lin claimed an interest, within 90 days of the notice unless legal action was taken. She stated:

You are hereby notified that funds belonging to Mr. Joe Lok regarding his property damage claim are in our Firm's sole possession. Pursuant to Rule 42, . . .ER 1.15, we have determined that you do not have a matured legal or equitable claim to these funds. Please reference our previous correspondence on this matter. We intend to distribute said funds to our Client, including any portion of the funds to which you claim an interest, unless you initiate legal action and provide our Office with written notice of such action within 90 calendar days from the date of service of this Notice. This Notice serves to comply with Rule 42,. . .ER 1.15. If you believe our office has not complied with ER 1.15, please advise our office via written correspondence.

31. On March 14, 2014, Yung Lin filed a lawsuit against Bank of America, "BOA". BOA answered and filed a third-party complaint against Respondent and her firm.

32. On August 5, 2014, Yung Lin filed a First Amended Complaint naming BLO, Respondent, Mr. Lok and Chuan Ping Lok. The action became known as: CV2014-052608 *Yung Lin Enterprises, Inc. dba China China, v. Bank of America,*

*Farm Bureau Property & Casualty Insurance Company, Beauchamp Law Office, P.C.,
Melanie E. Beauchamp, Joe Lok and Chuan Ping Lok.*

33. During the litigation of CV2014-052608, Respondent, representing only herself and BLO, filed approximately thirty-six (36) motions for sanctions against Yung Lin and/or its counsel.

34. Respondent sought Rule 11 sanctions against Yung Lin and its counsel in her *Reply to Plaintiff's Response to Rule 12(b) Motion to Dismiss or in the Alternative Rule 56(b) Motion for Summary Judgment*, filed June 30, 2014. Respondent accused Yung Lin and counsel of abusing the legal system and attempting to trick the court by presenting facts different from those Respondent asserted.

35. Respondent lacked a good faith basis to support this request for sanctions and in a Minute Entry dated August 5, 2014, the court denied Respondent's request for sanctions.

36. Respondent sought Rule 11 sanctions against Yung Lin and counsel in her *Answer and Counterclaim to Plaintiff's First Amended Complaint* "pursuant to A.R.S. § 12-349 and Rule 11, Ariz.R.Civ.P. because Counter-Defendants' claim constitutes harassment, is meritless, and is not made in good faith." Respondent lacked a good faith basis to seek these sanctions and none were awarded by the court because of this request.

37. Respondent also sought sanctions against Yung Lin in the amount of \$240,000, which was the amount of an offer of judgment, "they attempted to

fraudulently obtain.” Respondent lacked a good faith basis to seek these sanctions and none were awarded by the court as a result of this request.

38. Respondent, after losing on her claim for sanctions based on Yung Lin’s alleged witness coaching, filing false documents and “obstructionist deposition tactics,” made the same request for sanctions at least two additional times. Respondent did not have a good faith basis to repeatedly raise allegations previously rejected by the court.

39. On June 2, 2016, the court denied Respondent’s request noting, “Despite the numerous allegations made by Beauchamp, only three of the ‘actions’ or ‘behaviors’ are arguably connected with the Court’s November 16, 2015 order. . . . The Court finds that the *remaining fifteen allegations* (herein after referred to as “fifteen allegations”) or “sanctionable behavior” of Copeland and Wangs are *unfounded and have been repeatedly raised unsuccessfully by Beauchamp. As to the fifteen allegations, the Court does not find any contemptuous behavior or actions by Copeland or the Wangs.*” (Emphasis added).

40. Also during the litigation, Respondent, who represented only herself and her law firm, made a counterclaim against Yung Lin for (1) breach of contract, (2) breach of the implied covenant of good faith and fair dealing, (3) slander, (4) libel and slander, (5) defamation and (6) consequential damages.

41. At no time did Respondent have a contract with Yung Lin capable of supporting her claims for breach of contract or breach of implied covenant of good

faith and fair dealing. Respondent did not have a good faith basis in fact to support her claims.

42. Respondent's slander, libel and defamation claims were based on communication Yung Lin had with its experts during litigation. Respondent lacked a good faith basis in law to support these claims.

43. In an order dated, April 8, 2016, the court granted Yung Lin's motion dismissing Respondent's claims.

44. On April 2, 2019, Respondent settled her dispute with Yung Lin by paying \$35,000. As part of that settlement, the \$35,000 payment Respondent made to Yung Lin was from the \$49,716.96 Respondent withheld from Mr. Lok. She used the remainder of Mr. Lok's settlement money to reimburse herself for costs she incurred in the litigation.

45. Respondent did this without communicating with Mr. Lok.

46. If this matter proceeded to trial, Mr. Lok is expected to testify he contacted Respondent numerous times about his remaining \$49,716.96, but that Respondent did not take his calls. He is further expected to testify it was never his understanding, and nor did he agree, that Respondent could use his settlement money to resolve litigation on her own behalf.

COUNTS THREE AND FOUR
(SB 13-2814, Gust Rosenfeld and 14-0507, Harrison)

47. Counts three and four arise out of Respondent's handling of the settlement proceeds in an underlying medical malpractice case that grew into a

heavily litigated fee dispute with Gust Rosenfeld “Gust”. Complainant Harrison represented BLO’s underlying clients, Mr. and Mrs. B,³ during the fee dispute.

48. The underlying clients, Mr. and Mrs. B, retained Gust to represent them after Mrs. B was harmed in a surgery in 2008.

49. On November 10, 2010, the Bs signed a fee agreement with Gust providing for one-third of the total recovery. Or, if Gust was terminated, for costs and services rendered at an agreed upon hourly rate. The fee agreement noted that the fee, “may be paid from the recovery in this action.”

50. On September 1, 2011, Gust filed a complaint on behalf of the Bs. Thereafter, Gust engaged in discovery, including preparing discovery responses, researched issues, prepared disclosure statements, including voluminous medical records, and interviewed and retained experts.

51. On December 10, 2012, the attorney handling the case left the firm, moving to Hymson, Goldstein & Pantiliat (Hymson). Mr. and Mrs. B went with the attorney handling their case.

52. In February 2013, the attorney left Hymson and opened her own office. Mr. and Mrs. B stayed with the attorney handling their case.

53. In May, the attorney became employed by Respondent’s firm, and on June 3, 2013, BLO entered into a contingency fee agreement with Mr. and Mrs. B.

³ The underlying clients’ full last name is not included to protect their privacy.

54. The scope of BLO's fee agreement with the Bs was for medical malpractice. It also provided Respondent's hourly rate at \$325/hr., should fees need to be calculated based on an hourly basis.

55. On July 24, 2013, Gust sent Respondent a letter asserting its lien in the Bs' case. Gust asserted that its fee was approximately \$130,000, and its costs were approximately \$15,000. There is no dispute, Respondent received this letter.

56. On August 23, 2013, BLO and the underlying defendants confirmed a settlement on behalf of the Bs. On September 3, 2013, BLO filed a stipulation to dismiss the Bs' case.

57. On September 5, 2013, Respondent sent a letter to Gust disputing its lien.

58. That same day, September 5, 2013, Respondent distributed the \$500,000 settlement proceeds as follows:

- a. Respondent paid Mr. and Mrs. B \$185,225.83;
- b. Respondent paid her firm its one-third fee, or \$166,666.67;
- c. Respondent paid BLO \$3,107.50 for its costs;
- d. Respondent held the remaining \$145,000 in trust in recognition of Gust's lien.

59. Respondent did not notify Hymson, or her former associate, that she received funds to which they may have an interest in fees.

60. Respondent effectively charged the client double fees by taking her full one-third fee and by withholding from the clients another \$145,000 for Gust's lien.

61. There is no evidence to suggest Respondent performed a look back to determine if her fee for work over an approximately four (4) month period was reasonable.

62. On September 19, 2013, Respondent's former associate submitted a demand claiming a lien for attorney fees in the amount of \$18,515.00.

63. By correspondence through new counsel, (Complainant Harrison), the Bs demanded Respondent release the remainder of their settlement money to them.

64. On October 23, 2013, BLO filed an action for declaratory relief against the Bs. She did not name Gust or her former associate as parties to the lawsuit.

65. Apparently unaware of the action, the next day, the Bs initiated an action against Respondent and BLO. The two matters were consolidated, and later, Gust and the former associate were added.

Facts Regarding Violation of ER 3.1

66. On November 13, 2014, Respondent filed a counterclaim against Gust for (1) fraud in the inducement; (2) detrimental reliance; (3) interference with economic relations; and (4) aiding and abetting.

67. Respondent, aware she had not suffered any damages, aware she did not have a contract with Gust, aware Gust's lien did not harm her relationship with her client, and knew she did not have a good faith basis in fact or in law to assert the counterclaims.

68. After briefing, the trial court granted Gust's motion to dismiss stating in part, "The Court agrees with Gust that Beauchamp's damage arguments are

insufficient to create an issue of fact. There is no affidavit or evidence otherwise to support these damage claims. Furthermore, Beauchamp offers no legal basis to award attorneys' fees as part of the damage element to any of its theories.”

Facts Regarding Violation of ER 4.4

69. During the course of the litigation, Gust and Respondent became involved in a discovery dispute. As part of her filing titled, *Beauchamp's Response to Gust's Motion to Compel Beauchamp's Discovery Responses*, Respondent inserted the following issues: (a) Gust attorney Richard Segal's medical event and the events surrounding it including who performed CPR; and (b) the fact Gust had initiated a bar charge against her. Respondent had no valid purpose in inserting these details into the litigation.

70. In other portions of the litigation, Respondent made false or irrelevant assertions about Gust including:

- a. “Beauchamp cleaned up Gust's malpractice, took Gust's word that they would not assert a lien and when Gust smelled money, Gust viciously attacked this small all-female firm.”
- b. “Mr. Wirken is delaying [defending depositions] to harass Beauchamp. . . . We believe this is intentional and part of his harassment of Beauchamp and the other members of her all female firm.”
- c. “No one has mentioned that Mr. Wirken has been divorced and married **five times**. We believe this action is a misplaced

extension of Mr. Wirken's issues with females and does not belong before this Court." (Emphasis original).

- d. "However, this action and Mr. Wirken's harassment continue. Obviously, Beauchamp Law Office does not bear a demographic similarity and it is us who need the Court's protection."
- e. "This is a court of law and the bullying of David, a small all female owned law firm by Goliath, a predominantly white male owned 95-year-old law firm, is improper use of the Court's resources."
- f. "This is a big firm, little firm fee dispute. Appellant, Beauchamp Law Office, P.C. is a small women-owned law firm. Appellee, Gust Rosenfeld, P.L.C. is a large ninety-five (95) year old law firm."
- g. Gust "mishandled the case so badly that Gust's efforts added literally no value to the case."

Facts Regarding Violation of ER 3.3

71. On July 17, 2014, the trial court ordered, "Beauchamp to distribute the following amounts: \$129,441.23 to the ... [Bs] from the \$145,000 Beauchamp has retained in her trust account; and \$15,558.77 to Gust from the \$145,000 Ms. Beauchamp has retained in her trust account for costs incurred by Gust while representing the ... [Bs]."

72. In an order dated July 21, 2014, the court noted that "[a]ll parties agree that the amount of attorneys' fees owed by the ... [Bs] should not exceed one-third of the settlement."

73. On July 29, 2014, Respondent complied with the court's order, writing both checks from her trust account as described in ¶71. Thus, by this date, Respondent held no money in trust for the Bs; she had previously put her one-third fee in her operating account as earned fees. It was also clear the only money at issue was the \$166,667.66 that Respondent had taken as her fee.

74. On August 31, 2016, BLO filed *Plaintiff's Motion for Clarification and Notice of Held Funds*. Respondent sought clarification of the court's August 25, 2016 ruling. At issue was Gust's discovery seeking BLO's financial information. In its August 25, 2016 Minute Entry, the court stated, "Beauchamp could obviate the need for this discovery by depositing the disputed contingent fee [\$166,666.67] with the Clerk of the Court, or, alternatively, by depositing the funds into an account established for that purpose pending the resolution of this case." In her August 31, 2016 motion, Respondent wrote: "**The funds have been held in trust.** Accordingly, Beauchamp is seeking clarification from the Court regarding the outstanding discovery requests and the Court's comments regarding depositing the fees with the Clerk of the Court. It is Beauchamp's understandings that these issues are moot." (Emphasis added).

75. Respondent made this statement after agreeing in the July 21, 2014 hearing that, "all parties agree that the amount of attorneys' fees. . . should not exceed one-third of the settlement."

76. Respondent knew the funds at issue were those she took as her contingency fee, or \$166,666.67.

77. Further, Respondent's statement was made after the July 17, 2014 order that obligated BLO to distribute the \$145,000 it had been holding in trust and after BLO made that distribution.

78. Respondent knew BLO did not hold any funds in trust for the Bs at the time she made the assertion to the court.

79. After consideration of the discovery disputes, the Court ordered Respondent to, "deposit the full amount of \$166,666.67 within one week from the date this Order is issued with the Clerk of the Superior Court, to be held by the Clerk pending further Court order. . . . in the alternative, Plaintiff shall disclose bank statements as previously ordered."

80. Thereafter, on October 5, 2016, Respondent deposited \$166,666.67 with the Clerk of the Court. This check was not written from Respondent's trust account.

Facts Regarding Violation of ER 4.1

81. Prior to trial against Gust, Respondent sent correspondence dated October 20, 2016 to Gust. She enclosed an offer of judgment and copies of notices of deposition. Although the letter was addressed only to Mr. Wirken, Gust's counsel, the fax coversheet indicates that the fax was sent to Mr. Wirken, Mr. Malm, Mr. Collins and Mr. Chauncey (all other Gust lawyers). Respondent also mailed the letter and enclosures to all four of the above attorneys as well. Respondent did this despite her knowledge that Mr. Wirken represented Gust.

82. On Oct. 21, 2016, Mr. Wirken emailed Respondent advising he represented Gust and that she must not send further communications to anyone at Gust other than him.

83. Nonetheless, on October 28, 2018, Respondent sent a letter via email to all four attorneys: Mr. Wirken, Mr. Malm, Mr. Collins and Mr. Chauncey. She also sent the letter by fax and US Mail to all four attorneys. The letter itself was only directed to Mr. Wirken. Respondent did this despite her knowledge that Mr. Wirken represented Gust.

Facts Regarding Other Unprofessional Conduct

84. At trial, both Gust and BLO presented expert testimony regarding whether Gust's and BLO's fees were reasonable methods of apportioning fees and other matters. Among documents Respondent used and relied on were BLO's client fee agreement and invoice.

85. BLO's fee agreement with the Bs provides that in the "event this relationship is terminated," BLO has a "lien on Client's recovery until Attorney is paid" either 33.3% or "\$325.00 per hour of Attorney time. . . ." Nonetheless, the invoice billed Respondent's time at \$395.00/hr. At no time did Respondent notify her clients in writing of an increase in her hourly rate.

86. The scope of the agreement was for the Bs' "claim for personal injuries and/or other damages sustained as a result of medical malpractice. . . ." Still, Respondent's invoice included matters such as drafting of legal malpractice and declaratory action complaints which exceeded the scope of the fee agreement.

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 her conduct violated Rule 42, Ariz. R. Sup. Ct., specifically:

COUNTS ONE AND TWO (SB 20-0078, Lok and 18-1918, Copeland/Yung Lin)

1. ER 1.4(b) [Communication] (Lok matter). Respondent conditionally admits violating this rule where she acknowledges the rule required her to: (a) advise Mr. Lok of Yung Lin's claim to settlement proceeds in her possession from the Farm Bureau policy; (b) advise Mr. Lok of Yung Lin's settlement offer; (c) advise Mr. Lok that she and/or her firm may have a conflict of interest with him where Yung Lin raised Respondent's presentment of the settlement check as an issue and where Respondent and Mr. Lok could become adverse witnesses regarding Respondent's knowledge at the time of the presentment; (d) advise Mr. Lok regarding the consequences of distributing the settlement funds in light of Yung Lin's known third-party claim.

2. ER. 1.7 [Conflict of Interest] (Lok matter). Respondent conditionally admits she violated this rule where she continued to represent Mr. Lok after she became aware of a concurrent conflict of interest; the significant risk that her representation of Mr. Lok may be materially limited by Respondent's personal interest in deflecting responsibility for presenting the settlement check without obtaining the endorsement of Yung Lin and distributing the funds despite

knowledge of Yung Lin's claim to the funds. Respondent acknowledges that she failed to identify, consider or communicate with Mr. Lok about her personal interest conflict, but that she continued to represent him until losing touch with him in 2014.

3. ER 1.15(e) [Safekeeping Property] (Lok and Copeland/Yung Lin matters). Respondent conditionally admits that she knowingly violated this rule by disbursing all but \$49,716.96 of Mr. Lok's settlement funds, despite her knowledge of Yung Lin's claim to the funds in the amount of \$198,763.64. Respondent enriched herself to the detriment of Yung Lin.

4. ER 3.1 [Meritorious Claims & Contentions] (Copeland/Yung Lin matter). Respondent conditionally admits violating this rule where she made counterclaims against Yung Lin despite knowing she did not have a good faith basis in fact or in law to support the claims. Respondent also conditionally admits violating this rule where she sought sanctions against Yung Lin and counsel despite knowing she did not have a good faith basis in fact or law.

5. ER 4.1 [Truthfulness in Statements to Others] (Copeland/Yung Lin matter). Respondent conditionally admits violating this rule in correspondence to Yung Lin dated January 17, 2014. Her letter was in response to Yung Lin's request for an update on the status of the \$332,000 of insurance proceeds. Respondent, who had disbursed all but \$49,716.96, responded: "You are hereby notified that funds belonging to Mr. Joe Lok regarding his property damage claim are in *our Firm's sole possession.*" (Emphasis added). Respondent continued that, "*We intend to distribute* said funds to our Client, including any portion of the funds to which you claim an

interest, unless you initiate legal action and provide our Office with written notice of such action within 90 calendar days from the date of service of this Notice.” (Emphasis added). Respondent knew when she made these statements that they were misleading.

6. ER 8.4(c) [Misconduct] (Copeland/Yung Lin matter). Respondent conditionally admits that by sending correspondence to Yung Lin dated January 17, 2014 that knowingly contained misrepresentations about the status of the settlement funds, she violated this rule.

7. ER 8.4(d) [Misconduct] (Copeland/Yung Lin matter). Respondent conditionally admits that by seeking sanctions without a good faith basis, and pursuing a counterclaim without a good faith basis, Respondent engaged in conduct prejudicial to the administration of justice and which puts the profession in a negative light.

**COUNTS THREE AND FOUR
(SB 13-2814, Gust Rosenfeld and 14-0507, Harrison)**

8. ER 1.5 [Fees] (Harrison matter). Respondent conditionally admits that she charged her client an unreasonable fee and failed to perform a fee look back where she charged Mr. and Mrs. B one-third of the settlement for approximately four months of work, which depended heavily on the work of the clients’ previous attorneys.

9. ER 1.15(e) [Safekeeping of Property] (Gust). Respondent conditionally admits that by failing to hold the one-third fee she took from the client, or

\$166,666.67, in trust and separate until her disputes with known third-party lienholders were resolved, she violated this rule.

10. ER 3.1 [Meritorious Claims & Contentions] (Gust). Respondent conditionally admits that she lacked a good faith basis in fact to claim Gust, “Mishandled the case so badly that Gust’s efforts added literally no value to the case.”

11. ER 3.3(a)(1) [Candor Toward the Tribunal] (Gust). Respondent conditionally admits that she knowingly violated this rule by affirming to the court that “the funds have been held in trust” when she knew the funds at issue, \$166,666.67, had never been held in trust and that at the time she made the statement, she held no funds in trust for the client.

12. ER 4.2 [Communication with Party Represented by Counsel] (Gust). Respondent conditionally admits she violated this rule by contacting attorneys at Gust other than Gust’s counsel on October 20, 2016 and October 28, 2016.

13. ER 4.4(a) [Respect for the Rights of Others] (Gust). Respondent conditionally admits that by inserting the issue of Mr. Segal’s medical event, the fact Gust made a bar charge, opposing counsel’s marital status and claiming opposing counsel has “issues with females,” Respondent violated this rule.

14. ER 8.4(c) [Misconduct] (Gust). Respondent conditionally admits that by knowingly making a misrepresentation to the court about the status of funds at issue in the litigation, Respondent violated this rule.

15. ER 8.4(d) [Misconduct] (Gust). Respondent conditionally admits violating this rule by injecting distracting, unnecessary personal issues into the litigation unnecessarily distracting the court and prejudicing the administration of justice.

CONDITIONAL DISMISSALS

IBC has conditionally agreed to dismiss the following alleged violations:

COUNTS ONE AND TWO (SB 20-0078, Lok and 18-1918, Copeland/Yung Lin)

1. ER 1.5 [Fees] (Lok matter). Although this rule required Respondent to “state the method by which the fee is to be determined,” IBC conditionally agrees to dismiss the allegation that the fee agreement failed to contain a reference to the percentage of the fee being charged where the reference to thirty-three and one-third percent was crossed out. IBC notes that pursuant to Respondent’s settlement sheet, she took a twenty percent fee in this case. IBC also conditionally agrees not to pursue allegations that the client was improperly stated on the fee agreement where Mr. Lok is the only listed client, but Respondent claims to have represented Mr. Lok, Chuang Ping Lok and China China, Inc.

2. 1.5(d) [Safekeeping Property](Lok and Copeland/Yung Lin matters). IBC conditionally agrees not to pursue the allegations that Respondent failed to notify Yung Lin of receipt of funds in which it may have an interest.

3. 8.4(a) [Misconduct](Lok and Copeland/Yung Lin matters). IBC conditionally agrees not to pursue the allegation Respondent violated this rule related to the Lok and Copeland/Yung Lin matters.

COUNTS THREE AND FOUR
(SB 13-2814, Gust Rosenfeld and 14-0507, Harrison)

4. ER 1.5 [Fees] (Gust matter). IBC conditionally agrees not to pursue the allegation that Respondent included services that exceeded the scope of her fee agreement on her invoice, and that she used an hourly rate higher than the hourly rate in the fee agreement when calculating her fees.

5. ER 1.15(d) [Safekeeping of Property] (Gust matter). IBC conditionally agrees not to pursue allegations that Respondent failed to promptly give notice to Gust, HGP and her former associate regarding her possession of funds in which they may have an interest.

6. ER 3.1 [Meritorious Claims and Contentions] (Gust matter). IBC conditionally agrees not to pursue the allegation that Respondent lacked a good faith basis in fact and law to pursue her counterclaims against Gust.

7. ER 8.4(a) [Misconduct] (Gust and Harrison matters). IBC conditionally agrees not to pursue the allegations that Respondent violated this rule related to both the Gust and Harrison matters.

8. Rule 41(g) (Gust matter). IBC conditionally agrees not to pursue the allegation that Respondent violated this rule by unprofessional conduct during the litigation with Gust.

RESTITUTION

Respondent agrees to an order that she be required to pay restitution to Mr. Lok in the amount of \$49,716.96. Respondent conditionally admits it was improper for her to use Mr. Lok's settlement funds to pay her own settlement and costs.

IBC has not sought restitution for Yung Lin, or its owners Yung Lin Wang and Yuh Mei Wang. Yung Lin pursued civil litigation against Respondent. After a mistrial, Yung Lin settled its dispute with Respondent. Although to date unsatisfied, through its civil action, Yung Lin also secured a judgment against BLO for attorney fees and costs related to Respondent's counterclaim against Yung Lin.

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 sanction is appropriate, in addition to an order of restitution: twenty-four-month suspension.

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. Respondent conditionally admits that she

knowingly made a false statement to the court as set forth above, and that she knowingly failed to keep disputed property safe in both the Lok, Copeland/Yung Lin and Gust matters. Respondent knew, or should have known, she dealt improperly with client property and property known third parties had an interest in. Respondent also admits other negligent violations that occurred during the representation of both Mr. Lok and the Bs.

Generally, the most severe sanction guides the analysis. The parties agree that *Standards* 4.12 and 6.12 are the appropriate *Standards* given the facts and circumstances of this matter. *Standard* 4.12 provides that “suspension is generally appropriate when a lawyer knows or should know that she is dealing improperly with client property and causes injury or potential injury to a client. *Standard* 6.12 states, “Suspension is generally appropriate when a lawyer knows that false statements or documents are being submitted to the court or that material information is improperly being withheld, and takes no remedial action, and causes injury or potential injury to a party to the legal proceeding or causes an adverse or potentially adverse effect on the legal proceeding.” Here, Respondent conditionally admitted to dealing improperly with client property, including in both the Lok and Harrison matters. Respondent also conditionally admits to knowingly making a misrepresentation to the court regarding the funds at issue in her dispute with Gust.

The duty violated

As described above, Respondent’s conduct violated her duty to her client, the legal system and the profession.

The lawyer's mental state

For purposes of this agreement, the parties agree that Respondent knowingly made a misrepresentation to the court, knew or should have known she dealt improperly with client property, and made other negligent violations while representing Mr. Lok and the Bs 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 Yung Lin, Yung Lin Wang, Yuh Mei Wang, Mr. Lok, Mr. and Mrs. B, Ms. Copeland, Mr. Wirken, the legal system, and potential harm to the legal profession.

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:

1. *Standard 9.22(a)* (prior disciplinary offenses). Respondent's disciplinary history includes the following:
 - a. SB 07-0421, admonition and probation for violation of Rule 41(c) and (g), Ariz. R. Sup. Ct. and Rule 42, Ariz. R. Sup. Ct. ERs 3.5(d) and 8.2(a) where Respondent made offensive statements about a judge and disrespected the judiciary.

- b. SB 09-0895, probation for violation of Rule 42, Ariz. R. Sup. Ct. Rule 41(g) where Respondent made unprofessional comments to her opposing counsel.
- c. SB 13-0848,⁴ admonition and probation for violation of Rule 54(i) and 31(a)(2)(E), Ariz. R. Sup. Ct. where Respondent made disrespectful comments about the qualifications or integrity of a judge during a court proceeding.⁵

2. *Standard 9.22(b)* (dishonest or selfish motive). Respondent had a dishonest motive when she misrepresented the status of the funds to Yung Lin's counsel in her January 17, 2014 letter. Respondent had a dishonest and selfish motive when she used Mr. Lok's settlement funds to pay for her own settlement. Respondent also had a dishonest and selfish motive when asserting to the court she was cleaning up Gust's malpractice as part of her effort to take her entire one-third fee for settling the Bs' case after four months of representation, but after Gust performed extensive work on the matter.

⁴ ADPCC's Order of Admonition, Probation and Costs is dated December 23, 2014. The order was issued after Respondent engaged in much of the conditionally admitted misconduct herein, including violations related to settlement distributions at issue in both the Yung Lin/Lok and Gust/Harrison matters.

⁵ Although Respondent's disciplinary history also includes SB 18-2602 (admonition, restitution and costs for violation of Ariz. R. Sup. Ct. Rule 42, ERs 1.5(a), 3.3(a)(1), 3.4(a) and 8.4(c) where Respondent charged her client an unreasonable fee and engaged in conduct involving dishonesty, fraud, deceit or misrepresentation during the course of the investigation) the admonition order in SB 18-2602, dated April 30, 2019, was issued after all of the conditionally admitted misconduct occurred.

3. *Standard 9.22(d)* (multiple offenses). Although this matter is brought as a single disciplinary proceeding, as set forth above, Respondent conditionally admits to multiple offenses related to various incidents and involving different people at different times.

4. *Standard 9.22(g)* (refusal to acknowledge wrongful nature of conduct). Although Respondent is entitled to make her defense, prior to the date of this agreement, Respondent has largely refused to acknowledge the wrongful nature of her conduct.

5. *Standard 9.22(i)* (substantial experience in the practice of law). Respondent, who has been practicing since 1991, has substantial experience in the practice of law.

In mitigation:

1. *Standard 9.32(e)* (full and free disclosure to disciplinary board or cooperative attitude toward proceedings). Respondent cooperated with IBC during this process.

2. *Standard 9.32(j)* (delay in disciplinary proceedings). The initial bar charges in the Harrison and Gust matters were brought in 2013. The matters were not transferred to IBC until August 28, 2018. Thereafter in 2019, IBC had a temporary leave of absence. Thereafter, beginning in March 2020, the statewide

shut down related to Covid-19 impacted the speed at which this matter was resolved. Delay not attributable to Respondent existed.

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 the aggravating and mitigating factors were considered when agreeing that a twenty-four-month suspension and order of restitution is appropriate. This agreement was based on evaluation of the factors listed in greater detail above.

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

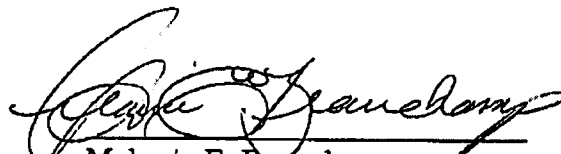
The object of lawyer discipline is not to punish the lawyer, but to protect the public, the profession and the administration of justice. *Peasley, supra* at ¶ 64, 90 P.3d at 778. Recognizing that determination of the appropriate sanction is the prerogative of the Presiding Disciplinary Judge, IBC and Respondent believe that the objectives of discipline will be met by the imposition of the proposed sanction of twenty-four-month suspension and order of restitution, plus the imposition of costs and expenses. A proposed form order is attached hereto as **Exhibit B**.

DATED this 11th ^{January 2021} day of December, 2020.


Meredith Vivona
Independent 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.

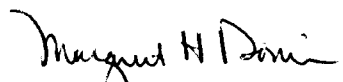
DATED this 16th day of December, 2020.


Melanie E. Beauchamp
Respondent

DATED this 8th ^{January 2021} day of ~~December, 2020.~~


Paul McGoldrick
Respondent's Counsel

Approved as to form and content


Margaret H. Downie, Executive Director
Commission on Judicial Conduct

Original filed with the Disciplinary Clerk of the Office of the Presiding Disciplinary Judge of the Supreme Court of Arizona this 21st day of January, 2021.

Copy of the foregoing emailed this 21st day of January, 2021 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 21st day of January, 2021, to:

Paul McGoldrick, Esq.
Shorall McGoldrick Brinkmann
1232 East Missouri Avenue
Phoenix, Arizona 85014
Counsel for Respondent
paulmgoldrick@smbattorneys.com

Copy of the foregoing mailed/emailed this 21st day of January, 2021, to:

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

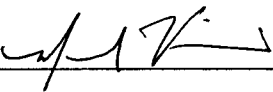
By:  _____

EXHIBIT A

Statement of Costs and Expenses

In the Matter of a Member of the State Bar of Arizona
Melanie E. Beauchamp, Bar No. 013481, Respondent

File No(s). 13-2814, 14-0507, 18-1918, 20-0078

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.

<i>General Administrative Expenses for above-numbered proceedings</i>	\$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

06/05/20 Alliance: Deposition of Melanie Beauchamp	\$ 1507.55
--	------------

Total for staff investigator charges	\$ 1507.55
--------------------------------------	------------

<u>TOTAL COSTS AND EXPENSES INCURRED</u>	\$ 2707.55
---	-------------------

EXHIBIT B

BEFORE THE PRESIDING DISCIPLINARY JUDGE

**IN THE MATTER OF A MEMBER OF
THE STATE BAR OF ARIZONA,
MELANIE E. BEAUCHAMP,
Bar No. 013481,**

Respondent.

PDJ - _____

FINAL JUDGMENT AND ORDER

State Bar Nos. 13-2814, 14-0507,
18-1918 and 20-0078

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

Accordingly:

IT IS ORDERED Respondent, **MELANIE E. BEAUCHAMP**, Bar No. **013481**, is suspended for a period of twenty-four (24) months for her 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 Respondent shall pay restitution to Mr. Joe Lok, in the amount of \$49,716.96, prior to filing any application for reinstatement.

IT IS FURTHER ORDERED upon reinstatement, Respondent shall be subject to any terms of probation imposed as a result of reinstatement hearings held.

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

IT IS FURTHER ORDERED 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 Respondent shall pay the costs and expenses of the State Bar of Arizona in the amount of \$2,707.55, within 30 days from the date of this Order. Respondent shall also pay the costs and expenses incurred by the Office of the Presiding Disciplinary Judge in the amount of _____.

DATED this _____ day of January, 2021.

William J. O'Neil, Presiding Disciplinary Judge

Copy of the foregoing mailed/mailed this _____ day of January, 2021 to:

Paul McGoldrick, Esq.
Shorall McGoldrick Brinkmann
1232 East Missouri Avenue
Phoenix, Arizona 85014
paulmgoldrick@smbattorneys.com
Counsel for Respondent

Meredith Vivona
Independent Bar Counsel
1501 W. Washington Street, Suite 229
Phoenix, Arizona 85007
mvivona@courts.az.gov

Lawyer Regulation Records Manager
State Bar of Arizona
4201 North 24th Street, Suite 100
Phoenix, Arizona 85016-6266

By: _____