

BEFORE THE PRESIDING DISCIPLINARY JUDGE

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

**JOHN G. MULL,
Bar No. 013342**

Respondent.

PDJ 2020-9099

**FINAL JUDGMENT AND
ORDER**

State Bar No. 19-1453

FILED MARCH 24, 2021

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

Accordingly:

IT IS ORDERED Respondent, **JOHN G. MULL, Bar No. 013342**, is reprimanded for his conduct in violation of the Arizona Rules of Professional Conduct, as outlined in the Consent documents.

IT IS FURTHER ORDERED Mr. Mull shall pay the costs and expenses of the State Bar of Arizona of \$ 1,487.50, within thirty (30) days from the date of this Order. There are no costs or expenses incurred by the Office of the PDJ.

DATED this 24th day of March, 2021.

William J. O’Neil
William J. O’Neil, Presiding Disciplinary Judge

Copies of the foregoing were emailed
this 24th day of March, 2021, to:

Bradley F. Perry
State Bar of Arizona
4201 N. 24th Street, Suite 100
Phoenix, Arizona 85016-6266
Email: LRO@staff.azbar.org

J. Scott. Rhodes
Jennings, Strouss & Salmon, PLC
One East Washington Street, Suite 1900
Phoenix, Arizona 85004-2554
Email: srhodes@jsslaw.com

by: SHunt

BEFORE THE PRESIDING DISCIPLINARY JUDGE

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

**JOHN G. MULL,
Bar No. 013342**

Respondent.

PDJ 2020-9099

**DECISION ACCEPTING
DISCIPLINE BY CONSENT**

[State Bar No. 19-1453]

FILED MARCH 24, 2021

Under Rule 57(a), Ariz. R. Sup. Ct.,¹ an Agreement for Discipline by Consent was filed on February 22, 2021. A Probable Cause Order issued on August 31, 2020 and the formal complaint was filed on October 15, 2020. The State Bar of Arizona is represented by Bar Counsel Bradley F. Perry. Mr. Mull is represented by J. Scott Rhodes, Jennings Strouss & Salmon, PLC.

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 If the agreement is not accepted, those conditional admissions are automatically withdrawn and shall not be used against the parties in any subsequent proceeding. Mr. Mull has voluntarily waived the right to an adjudicatory hearing, and waived all

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

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 by letter on February 19, 2021. Complainant filed a notice of objection and stated he hired counsel to file an objection and requested the objection deadline be extended to March 9, 2021. On March 9, 2021, Complainant filed his objection *pro se*. On March 18, 2021, the PDJ requested Respondent file a response to the objection. On March 23, 2021 Respondent's response was filed. Both the objection and the response were considered. The objection is overruled.

The Agreement details a factual basis to support the conditional admissions. It is incorporated by this reference. Mr. Mull admits he violated Rule 42, ERs 1.3 (diligence), and 8.4(d) (engage in conduct prejudicial to the administration of justice). The parties stipulate to a reprimand and the payment of costs within 30 days.

For the Agreement, the parties stipulate in 2017 Mr. Mull represented a client in a martial dissolution proceeding. Thereafter, Mr. Mull failed to file a proposed order memorializing the parties' original HELOC agreement as directed by the Court and failed to confirm or follow up with the Court or Bank regarding meaning of the Court's Order.

The parties stipulate Mr. Mull negligently violated his duties to the judicial system, which caused a delay in the resolution of the dissolution matter. The

presumptive sanction is reprimand under ABA *Standards 6.23 Abuse of the Legal Process*.

The parties agree to the presence of aggravating factor 9.22(i) substantial experience in the practice of law and mitigating factors 9.32(a) absence of prior disciplinary offenses, (b) absence of dishonest or selfish motive, and (e) full and free disclosure to disciplinary board or cooperative attitude towards proceedings.

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 24th day of March 2021.

William J. O'Neil
William J. O'Neil, Presiding Disciplinary Judge

COPY of the foregoing e-mailed/mailed
on this 24th day of March 2021 to:

Bradley F. Perry
State Bar of Arizona
4201 N 24th Street, Suite 100
Phoenix, Arizona 85016-6266
Email: LRO@staff.azbar.org

J. Scott Rhodes
Jennings, Strouss & Salmon, PLC
One East Washington Street, Suite 1900
Phoenix, AZ 85004-2554
Email: srhodes@jsslw.com

by: SHunt

Bradley F. Perry, Bar No. 025682
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Respondent's Counsel

BEFORE THE PRESIDING DISCIPLINARY JUDGE

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

**JOHN G. MULL,
Bar No. 013342,**

Respondent.

PDJ 2020-9099

State Bar File No. 19-1453

**AGREEMENT FOR DISCIPLINE
BY CONSENT**

The State Bar of Arizona, and Respondent John Mull, who is represented in this matter by counsel, J. Scott Rhodes, hereby submit their Agreement for Discipline by Consent pursuant to Rule 57(a), Ariz. R. Sup. Ct. A Probable Cause Order was entered on August 31, 2020. A formal Complaint was filed October 15,

2020. Respondent voluntarily waives the right to an adjudicatory hearing, unless otherwise ordered, and waives all motions, defenses, objections or requests which have been made or raised, or could be asserted thereafter, if the conditional admission and proposed form of discipline is approved.

Pursuant to Rule 53(b)(3), Ariz. R. Sup. Ct., notice of this Agreement was provided to the Complainant by letter on February 19, 2021. Complainant has been notified of the opportunity to file a written objection to the Agreement with the State Bar within five (5) business days of Bar Counsel's notice. Copies of Complainant's objections, if any, have been or will be provided to the Presiding Disciplinary Judge.

Respondent conditionally admits that his conduct, as set forth below, violated Ariz. R. Sup. Ct., Rule 42, Ariz. R. Sup. Ct. ERs 1.3 and 8.4(d). Upon acceptance of this Agreement, Respondent agrees to accept imposition of the following discipline:

Reprimand.¹ The State Bar's Statement of Costs and Expenses is attached hereto as Exhibit A.

FACTS

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.

GENERAL ALLEGATIONS

1. At all times relevant, Respondent was a lawyer licensed to practice law in the State of Arizona, having been first admitted to practice in Arizona on January 8, 1991. He has no prior discipline.

2. On November 2, 2017, Respondent entered an appearance on behalf of James (Jim) Markey in a dissolution of marriage matter (*Markey v. Markey*, Yavapai Superior Court case numbers DO 201700801 and 201700825 (consolidated under 0801)).

COUNT ONE (File No. 19-1453/Markey)

Separate/Personal Property

3. Mr. Markey's now ex-wife, Sherry Markey (Sherry or Wife) filed a Petition for Dissolution of Marriage on October 30, 2017, and both Sherry and Jim obtained Orders of Protection against each other. On or about October 31, 2017, before Respondent represented Mr. Markey, the Court entered a preliminary injunction enjoining both parties from "... transferring, encumbering, concealing, selling, or otherwise disposing of the joint, common, or community property of the parties except if related to the usual course of business..."

4. On or about December 14, 2017, Wife filed a petition for temporary orders to allow Wife access to the marital residence to obtain personal property. Wife alleged Mr. Markey would not agree to allow her to obtain property belonging to her employer, items of personal property, and some items of community property such as sheets, kitchen items, furniture, electronics, and bathroom supplies. Mr. Markey resided in the marital residence at the time.

5. Mr. Markey, through Respondent, objected to the request, arguing that Wife improperly was using temporary order proceedings to retrieve the entirety of the community property items located at the marital residence.

6. Respondent also disputed Wife's characterization of some items as being Wife's sole and separate property or the property of her employer.

7. On or about January 22, 2018, the parties reached an agreement regarding some, but not all, of the items requested by Wife.

8. The January 22, 2018, agreement did not allocate all of the separate property remaining in the marital residence.

9. Throughout the divorce case, Mr. Markey and Wife had ongoing disagreements regarding allocation of separate property, disagreements that

continued after the January 22, 2018, agreement and permeated the entire, highly contentious case.

11. On or about April 5, 2018, Wife filed a request for appointment of a special master to sell the marital residence. Wife claimed that a special master was necessary “given the high level of acrimony between the parties and the inability of the parties to agree upon any issue due to the high conflict in their relationship.”

12. On or about April 20, 2018, Mr. Markey, through Respondent, objected to the request, arguing that the parties should resolve their other issues at trial before deciding whether to sell the house.

13. The trial was scheduled for May 25, 2018, but was continued to July 20, 2018, due to a conflict in the Court’s calendar.

14. On July 20, 2018, the parties engaged in settlement discussions in lieu of trial. Trial was continued to September 25, 2018.

15. The parties reached agreements on some issues on July 20, 2018. The Court asked Wife’s counsel to place the agreements on the record.

16. Regarding separate property, Wife’s attorney stated: “The last things that would be the personal property of the parties. There are numerous personal property items in the home. And inventory needs to be made of that property. And I

know the court may be willing to entertain argument on that. And I will leave that to after we get the other issues resolved.” [Errors in original].

17. Later the same day, the parties agreed that Alliance Investigations would perform a video inventory of the property in the marital residence on July 21, 2018, with that video serving as the basis for resolution of the remaining property items.

18. The video inventory was completed on or about July 21, 2018. Respondent and Mr. Markey did not receive the video, however, until September 2018.

19. Allocation of personal/separate property was an issue scheduled to be addressed at the September 25, 2018, trial.

20. On September 25, 2018, prior to calling witnesses, the parties discussed the previously completed video inventory.

21. Wife’s attorney asked to continue the personal property portion of the trial because he had not yet been able to view the video inventory.

22. Respondent indicated that he also had not seen the video but asked to proceed to trial on the issue.

23. Respondent informed the Court that allocation of personal property was “...not a new issue by the way. Personal property has been going on for months in this case.”

24. Respondent later informed the Court that “...personal property is like the worst issue in this case...”

25. The Court ordered the parties to discuss the issue of personal property over the lunch break and again during an afternoon recess to determine whether an agreement could be reached.

26. Respondent suggested that the parties determine ownership of personal property items by the flip of a coin.

27. Respondent informed the Court: “the simplest thing I could come up with is we flip a coin, whoever wins the call gets to pick first, the other person goes back and forth until all the stuff is selected. And Miss Markey won’t be able to be there because she’s not allowed at the home, but she can select whoever she wants, she can be there watching it through a video on the phone or whatever wonders of technology we have today. I don’t know how else to do it. I want to get this part done.”

28. Ultimately, the parties agreed to allocate property using the “back and forth method.” One party would choose an item to keep and then the other party would do the same, alternating until the property is divided.

29. The Court ordered counsel to file final written arguments that “shall include an agreement as to the personal property or the Court will order that the personal property goes to auction.” The Court strongly encouraged the parties to reach an agreement regarding personal property, and stated that, if no agreement could be reached, the Court would have to place the items for sale at auction.

30. The parties, however, could not reach an agreement regarding allocation of personal property.

31. Respondent and Mr. Markey talked by telephone on or about November 28, 2018. Near the end of their conversation of over an hour, Respondent and Mr. Markey discussed the issue of personal property.

32. Mr. Markey secretly recorded the conversation.

33. During the conversation, Mr. Markey expressed concern that his separate property would be sold at auction.

34. Mr. Markey said, “He² said it will go up for auction. My stuff ain’t going up for auction.”

35. Respondent and Mr. Markey had this discussion when Respondent needed to end the call to go to his next appointment, He quickly explained to Mr. Markey that his separate property could not lawfully be put up for auction, so the issue for Mr. Markey was proving what was his separate property and what was community property. He further explained that only items on the video were subject to dispute.

36. Respondent said: “Cause your [separate] stuff isn’t gonna be there if...when the house sells. You’re gonna take it someplace else. You just leave all the shit that’s at the house that you don’t care about.”

37. In the same conversation, Respondent said, the judge “might try to say all the shit you guys didn’t agree on [as] the personal property, I’m gonna sell it all. The problem there, what do they know – I mean, I’m sure their video doesn’t show every single closet and went through everything in the house.”

² Referring to the assigned judicial officer.

38. In the same conversation Respondent said, "...the Court's not going to know what's in the house or what wasn't in the house, you understand what I'm saying?"

39. Respondent intended these comments to refer only to separate property that Mr. Markey had acquired after Sherry had filed for divorce, which by law was his separate property. However, Mr. Markey interpreted Respondent's advice as permission to remove personal property from the marital residence regardless of the timeframe (pre- or post-petition) the property was obtained. Mr. Markey did not act on this advice but believed his lawyer had advised him to act in violation of pending Court orders.

40. Respondent conditionally admits that, in his rush to begin his next appointment, he lacked diligence in clarifying with Mr. Markey whether his advice pertained to personal property obtained pre-petition, post-petition, or both. Clarifying his instructions was important because personal property was the most-contested issue in the matter.

HELOC

41. Mr. and Mrs. Markey had obtained a home equity line of credit (HELOC) prior to Wife filing for dissolution of the marriage, and before Mr. Markey hired Respondent.

42. On January 22, 2018, after conducting a temporary orders hearing, the Court set a second temporary orders hearing and/or evidentiary hearing for February 27, 2018.

43. The parties engaged in settlement negotiations on February 27, 2018, in lieu of proceeding with the hearing.

44. In part, the parties agreed that, effective March 1, 2018, Mr. Markey would be authorized to withdraw \$2,000.00 per month from the HELOC. Mr. Markey would also be required to produce monthly accountings of the funds withdrawn from the HELOC and monies spent toward the mortgage on the marital residence, fees for the line of credit, and payments to a law firm.

45. The Court ordered Respondent to reduce the agreement to writing within 10 days. Respondent did not reduce the agreement to writing until September 2018.

46. Wife unilaterally froze the HELOC in August 2018.

47. On September 5, 2018, Mr. Markey sent a letter to Bank of America requesting access to the HELOC.

48. On September 7, 2018, Bank of America sent Mr. Markey a letter stating that the account could be reinstated with a written reinstatement request signed by both borrowers.

49. On September 19, 2018, Respondent lodged the temporary orders he was ordered to lodge no later than 10 days after the February 27, 2018, hearing.

50. On September 21, 2018, Wife filed a motion for sanctions alleging Mr. Markey had failed to provide HELOC month accountings as agreed to by the parties. In fact, Respondent had provided accountings to Wife's prior counsel.

51. Wife also alleged in a separate filing entitled "Notice of Objection to Form of Temporary Orders" that the agreements lodged by Respondent did not match the agreements placed on the record in February.

52. Trial took place on September 25, 2018. The Court granted Wife's Notice of Objection to Form of Temporary Orders but held the motion for sanctions in abeyance to give Respondent time to respond.

53. On or about December 10, 2018, the Court entered an order unblocking the HELOC. The order allowed Mr. Markey to "withdraw \$2,000.00 monthly from

the community's Bank of America HELOC account (No.2899) consistent with the Court's February 28, 201, Temporary Order."

54. On December 12, 2018, Mr. Markey emailed Respondent to ask if the unblocking order allowed him to back-withdraw \$2,000.00 for each month when the HELOC had been frozen (September, October, November, December), or if he was limited to withdrawing \$2,000.00 per month going forward. When he sent this email, Mr. Markey had received and knew about the Court's December 10, 2018, Order, and he also had received a copy of a form of order that Respondent had lodged thereafter pursuant to the Court's direction to do so.

55. In the same email, Mr. Markey asked Respondent to address the question with the Court, noting: "This definitely needs to be addressed, asap, to the Judge so there will be no backlash & additional attorney fees and court time from the Petitioners."

56. The parties attended a hearing on January 28, 2019.

58. On January 28, 2019, at 8:11 a.m., before the scheduled hearing, Mr. Markey sent Respondent an email stating: "John, per our 12/27/18 meeting at your office you told me, that instead of addressing the Judge/Court on this, to deduct the amount of \$10,000.00 from the HELOC once it is unblocked. That would be

\$2,000.00 per month for the months of Sept., Oct., Nov., Dec., and January, per the orders, once unblocked. That we would see if the other side contests. This morning I see that it has been unblocked and am notifying you that I have taken that amount out per your instructions, to pay the bills it was intended for.”

59. Respondent reviewed the email prior to meeting Mr. Markey at court. He knew that Mr. Markey’s statement about what Respondent allegedly had told him was either false or a misunderstanding of Respondent’s instructions, and therefore was uncertain if the contents of the email were accurate. Respondent had informed Mr. Markey that he believed the Court’s order limited Mr. Markey to removing \$2,000.00, but he had not confirmed this belief with the Court as requested in Mr. Markey’s December 12, 2018, email.

60. Mr. Markey and Respondent met in person prior to the hearing.

61. Mr. Markey secretly recorded the conversation.

62. Mr. Markey informed Respondent that the HELOC was unblocked and that he had withdrawn \$10,000.00. Respondent, who had another court appearance in another matter before a different judge before the start of the Markey matter, did not have time to confirm whether the HELOC had in fact been unlocked.

63. At the Markey hearing, the parties discussed Wife's allegation that Mr. Markey had failed to provide HELOC accountings as previously ordered.

64. When addressing the HELOC issue, Respondent said, "... And Judge, on the HELOC, I think you signed the orders a couple of weeks ago. I don't even know if the HELOC has been unfrozen yet, so we haven't had any accounting to provide you or Mr. DeRienzo, but we can certainly..." Respondent's statement that he did not know if the HELOC had been unfrozen was based on: (1) his knowledge that some of the information provided in Mr. Markey's January 28, 2019, email was incorrect and (2) the fact that he had yet to personally confirm with the bank that the HELOC was unfrozen.

65. Respondent admits that he failed to diligently file a proposed order memorializing the original HELOC agreement, did not confirm the meaning of the Court's December 10 Order as requested by Mr. Markey, and did not follow up with the bank or Court after the January 28, 2019, hearing to confirm whether the HELOC was unfrozen or follow up on the accounting issue.

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 he violated ERs 1.3 and 8.4(d).

CONDITIONAL DISMISSALS

The State Bar conditionally dismisses its allegations that Respondent violated ERs 3.3 and 8.4(c).

RESTITUTION

Restitution is not an issue in this matter.

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: **Reprimand.**

NON-COMPLIANCE LANGUAGE

If Respondent fails to comply with any of the foregoing probation terms and the State Bar of Arizona receives information thereof, Bar Counsel shall file a notice of noncompliance with the Presiding Disciplinary Judge, pursuant to Rule 60(a)(5), Ariz. R. Sup. Ct. The Presiding Disciplinary Judge may conduct a hearing within 30 days to determine whether Respondent breached a term of probation and, if so, to recommend an appropriate sanction. If the State Bar alleges that Respondent failed

to comply with any of the foregoing terms, the burden of proof shall be on the State Bar of Arizona to prove noncompliance by a preponderance of the evidence.

If Respondent violates any of the terms of this Agreement, the State Bar may bring further discipline proceedings.

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 determining an appropriate sanction, the Court considers 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. *Standard* 3.0.

Duty Violated: For purposes of this Consent to Discipline, the parties agree that Respondent violated his duty to the judicial system to be diligent in assisting to move the Markey divorce case to a conclusion.

Mental State: For purposes of this Consent to Discipline, the parties agree that Respondent's mental state was negligent.

Actual or Potential Injury: For purposes of this Consent to Discipline, the parties agree that Respondent's conduct contributed to delay in the resolution of the Markey marital dissolution case.

Applicable Standard: For purposes of this Consent, the parties agree that Standard 6.23 applies, which states: "Reprimand is generally appropriate when a lawyer negligently fails to comply with a court order or rule and causes ... interference or potential interference with a legal proceeding."

Aggravation and Mitigation: For purposes of this Consent, the parties agree that the aggravating and mitigating circumstances in this case do not affect the appropriate sanction.

The State Bar alleges the following aggravating circumstances:

(a) substantial experience in the practice of law.

Respondent alleges the following mitigating circumstances pursuant to

Standards Section 9.3:

- (a) absence of prior disciplinary record;
- (b) absence of a dishonest or selfish motive;

(e) full and free disclosure to disciplinary board or cooperative attitude toward proceedings.

CONCLUSION

The object of lawyer discipline is not to punish the lawyer but to protect the public, the profession, and the administration of justice. In re *Peasley*, 208 Ariz. 27 (2004). Recognizing that determination of the appropriate sanction is the prerogative of the Presiding Disciplinary Judge, the State Bar and Respondent believe that the objectives of discipline will be met by the imposition of the proposed sanction of **Reprimand and the imposition of costs and expenses.**

A proposed form of order is attached hereto as Exhibit B.

DATED this 19th day of February, 2021.

STATE BAR OF ARIZONA

/s/ Bradley F. Perry
Bradley F. Perry
Staff Bar Counsel

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

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 22nd day of February, ~~2/22/~~2021.



John G. Mull
Respondent

DATED this 22nd day of February, ~~2/22/~~2021.



J. Scott Rhodes
Jennings Strouss & Salmon, PLC
Counsel for Respondent

Approved as to form and content

Maret Vessella
Chief Bar Counsel

DATED this _____ day of February, 2021.

John G. Mull
Respondent

DATED this _____ day of February, 2021.

J. Scott Rhodes
Jennings Strouss & Salmon, PLC
Counsel for Respondent

Approved as to form and content

/s/ Maret Vessella _____

Maret Vessella
Chief Bar Counsel

Original filed with the Disciplinary Clerk of
the Office of the Presiding Disciplinary Judge
of the Supreme Court of Arizona
this 22nd day of February, 2021.

Copies of the foregoing were emailed
This 22nd day of February, 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

J. Scott Rhodes
Jennings, Strouss & Salmon, PLC
One East Washington Street, Suite 1900
Phoenix, Arizona 85004-2554
Email: srhodes@jsslaw.com
Respondent's Counsel

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

By: /s/ Sharon Berkley
BFP/sab

EXHIBIT A

Statement of Costs and Expenses

In the Matter of a Member of the State Bar of
Arizona John G Mull, Bar No. 013342, Respondent

File No. 19-1453

Administrative Expenses

The Supreme Court of Arizona has adopted a schedule of administrative expenses to be assessed in lawyer discipline. If the number of charges/complainants exceeds five, the assessment for the general administrative expenses shall increase by 20% for each additional charge/complainant where a violation is admitted or proven.

Factors considered in the administrative expense are time expended by staff bar counsel, paralegal, secretaries, typists, file clerks and messenger; and normal postage charges, telephone costs, office supplies and all similar factors generally attributed to office overhead. As a matter of course, administrative costs will increase based on the length of time it takes a matter to proceed through the adjudication process.

General Administrative Expenses
for above-numbered proceedings **\$1,200.00**

Additional costs incurred by the State Bar of Arizona in the processing of this disciplinary matter, and not included in administrative expenses, are itemized below.

Additional Costs

09/22/20 Alliance-Deposition of John G. Mull \$ 287.50

Total for additional costs \$ 287.50

TOTAL COSTS AND EXPENSES INCURRED \$ 1,487.50

EXHIBIT B

BEFORE THE PRESIDING DISCIPLINARY JUDGE

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

**JOHN G. MULL,
Bar No. 19-1453,**

PDJ 2020-9099

**FINAL JUDGMENT AND
ORDER**

State Bar No. 19-1453

The Presiding Disciplinary Judge of the Supreme Court of Arizona, having reviewed the Agreement for Discipline by Consent pursuant to Rule 57(a), Ariz. R. Sup. Ct., accepts the parties' proposed agreement.

Accordingly:

IT IS ORDERED that Respondent, **John G. Mull**, is reprimanded for his conduct in violation of the Arizona Rules of Professional Conduct, as outlined in the Consent documents.

IT IS FURTHER ORDERED that Respondent pay the costs and expenses of the State Bar of Arizona in the amount of \$ _____, within thirty (30) days from the date of service of this Order.

IT IS FURTHER ORDERED that Respondent shall pay the costs and expenses incurred by the disciplinary clerk and/or Presiding Disciplinary Judge's

Office in connection with these disciplinary proceedings in the amount of _____, within thirty (30) days from the date of service of this Order.

DATED this _____ day of February, 2021.

William J. O’Neil, Presiding Disciplinary Judge

Original filed with the Disciplinary Clerk of
the Office of the Presiding Disciplinary Judge
of the Supreme Court of Arizona
this _____ day of February, 2021.

Copies of the foregoing were emailed
this _____ day of February, 2021, to:

J. Scott. Rhodes
Jennings, Strouss & Salmon, PLC
One East Washington Street, Suite 1900
Phoenix, Arizona 85004-2554
Email: srhodes@jsslw.com
Respondent's Counsel

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Phoenix, Arizona 85016-6266
Email: LRO@staff.azbar.org

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

by: _____