BEFORE THE PRESIDING DISCIPLINARY JUDGE

IN THE MATTER OF A MEMBER OF THE STATE BAR OF ARIZONA, **ADAM K. ZICKERMAN,** **Bar No. 022320** Respondent.	**PDJ 2021-9002** **FINAL JUDGMENT AND ORDER** State Bar File Nos. 19-0827, 19-3106, 20-0750, 20-1448, 20-0353 and 20-1070 **FILED JANUARY 22, 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 reprimanding Respondent, **ADAM K. ZICKERMAN, Bar No. 022320** for his conduct in violation of the Arizona Rules of Professional Conduct, as outlined in the consent documents.

IT IS FURTHER ORDERED Mr. Zickerman is placed on probation for two (2) years. The terms of probation include:

a) Trust Account Ethics Enhancement Program (TAEEP): Mr. Zickerman shall attend a half-day TAEEP. Mr. Zickerman shall contact the State Bar Compliance Monitor at (602) 340-7258, within ten (10) days from this

Order to schedule attendance at the next available class. Mr. Zickerman shall be responsible for the cost of attending the program.

b) Law Office Management Assistance Program (LOMAP) including, but not limited to, an LRO Trust Account Records Review. Mr. Zickerman shall contact the State Bar Compliance Monitor at (602) 340-7258, within ten (10) days from this Order. Mr. Zickerman shall submit to a LOMAP examination of all his office policies and procedures. Mr. Zickerman shall sign terms and conditions of participation, including any reporting requirements, which are incorporated by reference.

In addition to any terms and conditions determined because of the LOMAP examination, the LOMAP terms shall also include an LRO Trust Account Records Review requiring Mr. Zickerman to submit all specified trust account records on a quarterly basis. Mr. Zickerman shall also be required to undergo a quarterly review of all trust account records and shall timely complete any follow up deemed necessary based on those reviews. Mr. Zickerman shall be responsible for any costs associated with LOMAP.

c) LRO Member Assistance Program (MAP): Mr. Zickerman shall contact the State Bar Compliance Monitor at (602) 340-7258, within ten (10) days from the date this Order, to schedule an assessment. The Compliance Monitor shall develop terms and conditions of participation if the results

of the assessment so indicate and the terms, including reporting requirements, shall be incorporated herein. Mr. Zickerman shall be responsible for any costs associated with participation with compliance.

1. Continuing Legal Education (CLE): In addition to annual MCLE requirements, Mr. Zickerman shall complete the CLE program(s) within 90 days from this Order:

   Practice Management Essentials: Tools For Avoiding Nasty Surprises; Avoiding Ethical Pitfalls; Candor, Courtesy & Confidences: Common Courtroom Conundrums; and The Solo Practitioner & Small Firm Institute - Day 2.

   Mr. Zickerman shall provide the State Bar Compliance Monitor with evidence of completion of the program(s) by providing a copy of handwritten notes and certificate of completion. Mr. Zickerman shall contact the Compliance Monitor at 602-340-7258 to arrange for and submit this evidence. Mr. Zickerman shall be responsible for the cost of the CLE.

d) Mr. Zickerman shall commit no further violations of the Rules of Professional Conduct.

IT IS FURTHER ORDERED Mr. Zickerman shall pay the costs and expenses of the State Bar of Arizona for $1,440.00 within thirty (30) days from this

Order. There are no costs or expenses incurred by the Office of the Presiding Disciplinary Judge in these proceedings.

DATED this 22nd day of January, 2021.

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

Copies of the foregoing emailed
this 22nd day of January, 2021, to:

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by: MSmith

BEFORE THE PRESIDING DISCIPLINARY JUDGE

IN THE MATTER OF A MEMBER OF THE STATE BAR OF ARIZONA, **ADAM K. ZICKERMAN, Bar No. 022320** Respondent.	**PDJ 2021-9002** **DECISION ACCEPTING DISCIPLINE BY CONSENT** [State Bar Nos. 19-0827, 19-3106, 20-0353, 20-0750, 20-1070, 20-1448] **FILED JANUARY 22, 2021**

Under Rule 57(a), Ariz. R. Sup. Ct.,[1] a direct Agreement for Discipline by Consent was filed on January 8, 2021. No probable cause order has been issued, and no formal complaint has been filed. The State Bar of Arizona is represented by Senior Bar Counsel Craig D. Henley. Adam K. Zickerman is represented by Robert Van Wyck, *Van Wyck Law Firm*, and Jason D. Lamm, *Law Office of Jason Lamm*.

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.

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

Zickerman 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 by email on January 4, 2021.

Objection. One objection from the complainant in Count Four was filed on January 14, 2021. Mr. Zimmerman's associate initially represented that complainant in two felony cases. That associate later left the firm. Mr. Zimmerman admits months after that associate left that he missed one scheduled visit with complainant and was purposefully untruthful regarding that failing. Mr. Zickerman was scheduled to leave for vacation. While he visited two other clients also in jail on that date, he did not try to visit complainant. Mr. Zickerman then emailed his assistant a request to prepare a letter to complainant that stated in part, "I attempted to meet with you at the jail. I was informed that you did not want to meet with me (or anyone)." This was untrue.

When Mr. Zickerman later met with complainant, he was untruthful in telling his client he attempted to visit, "but was told that Complainant refused the visit." Based on this false statement complainant filed a grievance with the jail. That the parties stipulate that a review of the audio/video recordings verify that Mr. Zickerman did not request to see complainant on that date. Upon learning of the dishonesty of Mr. Zickerman, complainant moved to terminate him as counsel. Mr. Zickerman properly and promptly moved to withdraw.

Complainant states that the agreed upon sanction is insufficient. He believes disbarment is the appropriate sanction based on Respondent's "negligence in actions, lack of integrity, dishonesty and untrustworthiness" and requests the Court consider the "detriment his actions have caused towards myself and my life." Complainant's objection is understandable and is understandable. Mr. Zickerman violated more than his duty owed to complainant.

Mr. Zickerman burdened the legal system with this deceitful conduct. The misconduct burdened the jail in processing the grievance. It brought disrepute to the profession when his dishonesty became obvious. This judge agrees that such conduct merits a sanction. "Sanctions imposed shall be determined in accordance with the American Bar Association *Standards for Imposing Lawyer Sanctions* and, and if appropriate a proportionality analysis." Rule 58(k). Disbarment is not warranted under those *Standards*. Reprimand and two years of probation are public, significant, and the appropriate sanctions.

***Analysis*.** The Agreement details a factual basis to support the conditional admissions. It is incorporated by this reference. Mr. Zickerman admits he violated Rule 42, ERs 1.3 (diligence), 1.4 (communication) 1.6 (confidentiality of information), 5.1 (responsibilities of partners, managers and supervisory lawyers), 1.15(a) – (d) (safekeeping property), 1.16(d) (declining/terminating representation), 8.4(d) (conduct prejudicial to the administration of justice), and Rule 43(a)-(d) & (f)(trust account

violations). The parties stipulate to a reprimand, two years of probation including participation in the State Bar's trust account ethics enhancement program (TAEEP), law office management assistance program (LOMAP), Member Assistance Program (MAP), complete continuing legal education as specified in the Agreement within 90 days, and the payment of costs within 30 days.

For the Agreement, the parties stipulate Mr. Zickerman failed to adhere to trust account rules and guidelines, failed to adequately communicate and diligently represent clients, revealed client confidences, and failed to protect the client's interest after terminating the representation. He further failed to supervise his associate attorneys and his conduct was prejudicial to the administration of justice.

The parties stipulate he violated his duties to the client, the profession, legal system, and the public which caused actual or potential harm to all four. The presumptive sanction is reprimand under ABA *Standards* 4.43 *Lack of Diligence,* 4.23 *Failure to Preserve the Client's Confidences,* and 7.3, *Violations of Duties Owed as a Professional*.

The parties agree to the presence of aggravating factors 9.22(c) pattern of misconduct and 9.22(d) multiple offenses. In mitigation are factors 9.32(a) absence of prior disciplinary offenses, 9.32(c) personal or emotional problems,[2] and (e) full and free disclosure to disciplinary board or cooperative attitude toward proceeding.

[2]Sealed evidence was offered in support of this factor.

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 22nd day of January 2021.

William J. O'Neil

William J. O'Neil, Presiding Disciplinary Judge

COPY of the foregoing e-mailed/mailed
on this 22nd day of January 2021 to:

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Filed 1/8/21
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BEFORE THE PRESIDING DISCIPLINARY JUDGE

IN THE MATTER OF A MEMBER OF THE STATE BAR OF ARIZONA, **ADAM K. ZICKERMAN,** **Bar No. 022320,** Respondent.	**PDJ 2021** -9002 **AGREEMENT FOR DISCIPLINE BY CONSENT** State Bar File Nos. 19-0827, 19-3106, 20-0353, 20-0750, 20-1070 and 20-1448 **FILED UNDER SEAL** **(EXHIBIT C)**

The State Bar of Arizona, and Respondent Adam K. Zickerman who is represented in this matter by counsel, Robert Brewster Van Wyck and Jason D. Lamm, hereby submit their Agreement for Discipline by Consent pursuant to Rule 57(a), Ariz. R. Sup. Ct. A Probable Cause Order has not been entered in this matter.

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 Complainants by email (Counts 1-3) and letter (Counts 4-7) on January 4, 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 bar counsel's notice. Copies of Complainants' 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 the following ethical rules:

SB19-0827: Rule 42, Ariz. R. Sup. Ct., ER 1.6, ER 1.15(a) – (d), ER 8.4(d), and various subsections of Rule 43(a) – (d) and (f), Ariz. R. Sup. Ct. (otherwise known as the Trust Account Rules);

SB19-3106: Rule 42, Ariz. R. Sup. Ct., ER 5.1;

SB20-0353: Rule 42, Ariz. R. Sup. Ct., ER 1.4;

SB20-0750: Rule 42, Ariz. R. Sup. Ct., ER 1.3, ER 1.4, ER 8.4(d);

SB20-1070: Rule 42, Ariz. R. Sup. Ct., ER 1.4, ER 1.16(d) and ER 8.4(d); and

SB20-1448: Rule 42, Ariz. R. Sup. Ct., ER 1.3, ER 1.4, ER 8.4(d).

Upon acceptance of this agreement, Respondent agrees to accept imposition of the following discipline:

Reprimand with two years of Probation as set forth below.

Respondent also agrees to pay the costs and expenses of the disciplinary proceeding, within 30 days from the date of this order. If costs are not paid within the 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.

[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.

FACTS

GENERAL ALLEGATIONS

1. On May 23, 2003, Respondent was licensed to practice law in the State of Arizona.

COUNT ONE (File No. 19-0827/Greenlee)

Law Firm Breakup:

2. In August 2017, Respondent hired Rebecca Browning as an associate in his law firm. Respondent primarily handled the law firm's criminal cases and Browning primarily handled the law firm's family law cases.

3. On December 18, 2018, Browning removed all of her personal property from the law firm without prior notice.

4. On December 19, 2018, Respondent determined that, in addition to removing her personal property, Browning also removed all of the client files assigned to her despite telling another employee that she was leaving the files.

5. Over the course of that day, Browning and Respondent e-mailed each other regarding possession/return of the existing client files and trust account funds.

6. While the e-mails were contentious, they were professional. Browning provided a list of clients that chose to remain with Browning and requested that their

prepaid legal fees be forwarded to Browning. Respondent explained that he would need to complete the billing and determine the balance to be forwarded to Browning. Respondent also identified two clients that indicated that they wanted to stay with his law firm and demanded the return of their files.

7. On December 20, 2018, Respondent e-mailed Browning stating that, to date, Browning still had not returned the client files and demanding that she return the files by close of business - erroneously claiming that the files belonged to the law firm.

8. The parties suggested a number of proposed transfers of the client files including:

a. Leaving the files in the hallway (which caused Browning to contact the Ethics Hotline and subsequently rejected due to confidentiality concerns);
b. Picking up the files at Browning's home (which was rejected by Zickerman); and
c. Leaving everything status quo since Respondent had an electronic copy of the client files.
d. Respondent maintains, and the State Bar does not dispute for purposes of this Agreement, that he also contacted ethics counsel for guidance.

9. On December 18, 2018, Respondent directed a law firm employee to contact the Flagstaff police reporting the theft of approximately 56 client files and

certain file cabinets (which were later determined to be Browning's file cabinets as part of the police investigation).

10. Shortly thereafter, Respondent provided a list of clients to the police as part of their investigation without taking any steps to protect confidentiality. While the list only contained the client names and very limited billing information, two of the matters are juvenile case and sealed by statute. Another matter is a family law case that was sealed due to the nature of one of the parties' employment.

11. The police served Browning with a summons for misdemeanor theft charges, initiating the Flagstaff Municipal Court case of State v. Rebecca Browning, CM2018005233.

12. After discussions between Browning's counsel, Nancy Greenlee, and a State Bar A/CAP attorney, Browning began returning client files to Respondent.

13. Over the course of the next two months, Respondent and Browning resolved all of the "disputed" client files and filed the appropriate paperwork in the applicable courts (motions to withdraw, substitutions of counsel, etc).

14. On March 20, 2019, the City of Flagstaff prosecutor's office requested that the criminal case against Browning be dismissed.

15. The order of dismissal was signed on March 22, 2019.

Billing/Trust Account Allegations:

16. Complainant alleges, and Respondent does not dispute, that one client was billed for a court appearance made by his former associate counsel, Rebecca Browning, after she was no longer with his firm and for which the client paid Ms. Browning directly. The client disputed that charge and others, leading Respondent to refund the client.

17. In on other instance, one client received check number 1076 in the amount of $471.00. The instrument was issued as a reimbursement to the client as the unexpended balance of a $20,000.00 advanced fee.

18. Some clients were also billed for staff time at an attorney rate. Respondent found the errors after the invoices were sent out and explained that the improper billing rates were the result of an error by his former paralegal, Jose Alvarez.

19. During her tenure with Respondent's law firm beginning in August 2017, Browning was responsible for invoicing and billing all of her family law clients. Respondent states that in the end of September 2018 he discovered that she was not complying with those billing duties. Respondent states that he made

repeated bi-weekly attempts to get her to complete the invoices and eventually imposed a deadline of December 20, 2018.

20. Browning resigned on December 18, 2018.

21. Respondent subsequently directed Mr. Alvarez to review the client files and based on those records, invoice what he could. Respondent states: "Unfortunately, in these confusing circumstances, he invoiced some of the clients at different rates and sent some [invoices] out without my review."

22. However, the examination revealed that billing and invoicing issues existed long before Ms. Browning's departure and well before September 2018, when Respondent states that he became aware of issues.

23. Specific examples include, but are not limited to, the following:

a) In 2016, Respondent incurred a total of $2,149.50 in billable expenses for the Client H. representation. Corresponding checks were issued to Respondent but, the matter reconciliation states that the expenses were "not picked up by Invoice Preparer." The oversight resulted in an inflated matter balance culminating with an over disbursement of funds in August 2018.
b) On several instances Respondent issued payments from the IOLTA but failed to properly invoice the items. For example, the Womble matter reconciliation reflects a $308.00 filing fee was paid in May 2017 but "never invoiced." In some instances, such oversights caused deficit balances. Specific instances are discussed separately herein.
c) Client D. retained the firm on or about January 6, 2017. Invoices dated March 31, 2017 and September 13, 2017 were produced for the matter, however,

Respondent's reconciliation notes read: "Could not determine what bills were actually sent out. Found incomplete drafts."

d) Multiple clients' trust account funds sat inactive for over a year but were overlooked by Respondent. For example, in mid-2017 Client B. remitted a total of $9,000.00 in advanced funds. The client was invoiced $5,611.45 on November 20, 2017 (393 days prior to Ms. Browning's departure). No further services were rendered, yet earned funds were not removed and a reimbursement was not issued to the client until mid-2019, at which time the client was contacted to bring the client account to a close. Similarly, Client G. retained the firm on January 13, 2017 and remitted $2,500.00 as advanced funds. The client was invoiced $503.00 on May 5, 2017 (592 days prior to Ms. Browning's departure) and $1,465.50 on January 17, 2018 (335 days prior to Ms. Browning's departure). No further services were rendered, yet earned funds were not removed and a reimbursement was not issued to the client until July 2019, at which time the client was contacted to bring the client account to a close, writing: "I apologize that the former bookkeeper did not follow up in a more timely manner with you."

e) An invoice dated April 4, 2018, was generated for Client B. reflecting no trust balance available and a balance due of $4,575.00. All entries were billed at a rate of $300.00 per hour. It is unclear if the invoice was distributed to the client. The invoice contains a handwritten note seemingly stating: "in error – replased [sic] (ever sent?)." A revised invoice dated June 20, 2018, reflects a trust balance of $5,000.00 and bills entries at a rate of $250.00 or $85.00 per hour. Nevertheless, the invoice total was higher because additional entries were added, and the time of some preexisting entries revised. Ultimately, the revised invoice totals $5,317.00, yielding an amount owed of $317.00 after deducting the amount in trust.

24. Mr. Alvarez later resigned and relocated out of state. Respondent then hired Nina Anderson as his bookkeeper, who discovered the invoices done by

Alvarez were not correct. New invoices were sent to clients explaining the need for revisions and reimbursements were issued where applicable.

25. Respondent however, failed to properly train and supervise staff, and ultimately failed to demonstrate compliance with the trust account rules during and prior to the period of review in that:

a) Respondent failed to maintain or cause to be maintained adequate equivalents of client ledgers.
b) Respondent failed to maintain or cause to be maintained a compliant general ledger. The checkbook register produced was not maintained chronologically with the unexpended balance calculated after each transaction.
c) Respondent failed to maintain adequate duplicate deposit records identifying the client on whose behalf funds were deposited.
d) Respondent failed to perform a proper three-way reconciliation of the trust account.

26. While Respondent was responsive to the State Bar's requests, Respondent's mandatory accounting records were incomplete and could not be definitively reconciled. Nevertheless, multiple verifiable instances of mismanagement are evident, including a failure to hold client funds in the trust account, deficit client accounts, and comingling.

27. All of the instances listed below appear to be the result of negligent mismanagement and not the result of intentional misconduct.

DEFICITS

28. The Trust Account Examiner identified thirteen instances of over disbursements totaling <$10,485.90>. Twelve were caused between September 2016 and July 2019 on behalf of eleven client matters. The thirteenth predated the period of review.

29. Initially, three client accounts were evident as holding unaddressed negative balances totaling <$2,347.60>. These were brought to Respondent's attention for an explanation Respondent's Counsel replied in part: "The issues here illustrate the problems Mr. Zickerman encountered during the timeframe that encompassed the departure of his associate, who left without leaving good time records, some resulting [sic] inadequate invoicing in the aftermath, and finally a proper reconciliation of all the accounts."

30. This explanation does not account for the three incidents occurring as a result of checks written by Respondent two to four months after Ms. Browning resigned, and without having first properly reconciled the IOLTA.

31. Respondent's Counsel also asserts that undisbursed earned funds "compensated for any errors made in straightening out the accounting." Upon production of additional information, the Trust Account Examiner identified eight

more client matters with deficits totaling <$5,129.44> The thirteenth instance in the amount of <$2,412.86>, was a reconciling difference calculated by the Trust Account Examiner based on the records provided to date. The origin and circumstances surrounding the shortage identified by the Trust Account Examiner remains unknown. Two deficit instances were rectified, leaving eleven deficits totaling <$10,114.90> at the end of the period of review.

32. The specific client deficits identified are as follows:

a) During the Client B. representation Respondent received a total of $5,000.00 in advance fees. On January 4, 2019, the client was invoiced $5,444.00, leaving a balance due of $444.00 after deduction of the trust balance. On February 21, 2019 check number 1082 was written payable to Respondent removing the trust balance as earned. The instrument cleared on February 25, 2019. The invoice, however, was among those calculated with the improper hourly rate. In addition, the client disputed several billing items. On May 14, 2019, Respondent issued the client a reimbursement in the amount of $947.60 from the IOLTA without having deposited the disputed amount. The instrument cleared on May 29, 2019, causing a corresponding deficit in the IOLTA. Respondent's Counsel states: “This check was not properly recorded but was from the IOLTA account rather than the business account. Fortunately, Mr. Zickerman had sufficient earned fees in the account as a result of freezing it about the time of departure of the associate.”
b) During the Client C. representation Respondent received a total of $1,750.00 in advance fees remitted by way of four payments between July and December 2018. One of those payments, in the amount of $250.00, was deposited into the operating account “in error” in or around November 2018. Respondent thereby comingled client funds in his operating account for no less than two months. Due to Respondent’s failure to properly reconcile the IOLTA and

lack of adequate billing procedures, Respondent finalized the matter in February 2019 by disbursing $436.00 to the client and $1,314.00 to himself; $1,750.00 total. Respondent's disbursement included $314.00 as a reimbursement of a filing fee paid directly from the IOLTA and the $250.00 deposited into the operating account. Respondent thereby over drafted the client matter by <$564.00>. Respondent's Counsel states: "Again, there were sufficient funds owed to Mr. Zickerman to absorb that amount without jeopardizing any other client's account."

c) At the onset of the period of review $3,189.00 was held on deposit for Client H. Respondent's bookkeeping led him to believe the available balance was $4,336.00. Respondent failed to deduct a filing fee in the amount of $311.00 paid directly from the IOLTA and $836.00 for a client payment that was deposited into the operating account in January 2019. Subsequently, on April 24, 2019, a check in the amount of $789.00 was written to the client for unexpended funds and a check in the amount of $3,547.00 was written to Respondent. Respondent's check cleared on April 24, 2019 leaving a <$358.00> matter deficit. The client's check cleared on May 8, 2019, increasing the matter deficit to <$1,147.00>. Respondent seemingly became aware of the $311.00 error shortly thereafter, but not the $836.00 error. On May 14, 2019 Respondent retained and reclassified $311.00 in earned funds from the Client B. matter, reducing the matter deficit to <$836.00>. Respondent's Counsel states: "As in the two matters above, there were sufficient monies due to the firm to cover this discrepancy without jeopardizing other client funds."

d) Respondent identified a balance of $4,000.00 for Client C. at the onset of the period of review. Corresponding client records were not produced for that matter. $4,000.00 was subsequently disbursed to Respondent in February 2019 by way of check 1087. However, the Trust Account Examiner calculates that no more than $3,695.00 was available. Specifically, in or around December 2017 the client remitted a $4,000.00 advanced fee. Respondent's general ledger reflects that on or about January 23, 2018 IOLTA check 1058 was written payable to an unknown payee in the amount of $215.00 for a filing fee, leaving an available balance of $3,785.00. In or around March 2018,

IOLTA check 1066 was written payable to a third-party service provider in the amount of $90.00, leaving an available balance of $3,695.00. The general ledger reflects no further disbursements or deposits for the client until the check written payable to Respondent, causing a <$305.00> deficit.

e) At the onset of the period of review $2,221.00 was held on deposit for Client G. On July 10, 2019 a check in the amount of $252.50 was written to the client for unexpended funds and a check in the amount of $2,221.00 was written to Respondent when he was only owed $1,968.50. Respondent's check cleared on July 11, 2019, thereby technically converting the client's funds. The client's check cleared on July 29, 2019.

f) On or about July 15, 2016, Respondent received $3,967.50 in advanced funds for Client H. Due to inadequate bookkeeping, by August 2018 Respondent disbursed a total of $6,148.14, leaving a matter deficit of <$2,180.64>. Respondent subsequently provided a revised reconciliation for the balance held at the onset of the period of review but only attribute the Client H. matter a deficit of <$2,145.50>; <$35.14> less.

g) Respondent identified a $475.50 reconciled balance for the Client L. matter throughout the period of review. That amount was purportedly "Due from Trust to ZLO" since April 2017. However, the Trust Account Examiner calculates that no more than $390.50 remained held on deposit for that matter. Respondent failed to deduct an $85.00 process server fee paid directly from the IOLTA, resulting in the inflated matter balance. Moreover, Respondent's reconciled billing activity reflects that as of the end of August 2016, Respondent's expenses totaled $2,532.50. As of that month only $1,685.00 is evident as being removed. Respondent thereby comingled $847.50 in earned funds for approximately four months. In September 2016 an additional $17.00 was deemed earned, bringing the balance available for disbursement to $864.50. Yet, on December 31, 2016 Respondent disbursed $924.50 to himself by way of check number 1032.

h) On March 4, 2019 check number 1088 was written payable to Respondent in the amount of $1,300.00. The check memo and general ledger associates the disbursement to Client M. but corresponding client records were not provided,

and no such matter is on Respondent's reconciliations. Instead, the reconciliations attribute the check to Client S.

i) During the Client Q. representation Respondent received a total of $4,000.00 as advanced fees. Due to improper bookkeeping, Respondent disbursed a total of $4,620.30 from the IOLTA. On March 7, 2019 Respondent wrote a check to himself in the amount of $2,529.80 when the available balance was $1,909.50. The item cleared on March 14, 2019 leaving a <$620.30> deficit. Respondent's matter reconciliation inaccurately calculated the deficit as <$600.30>; $20.00 less.

j) On September 6, 2016, Respondent disbursed $100.00 to a third-party on behalf of the Client R. matter when advanced funds were not held on deposit, leaving a corresponding deficit. Ten months later, on or about July 11, 2017 a $10,000.00 advanced fee was obtained. The deposit technically yielded a matter balance of $9,900.00 after deduction of the filing fee. Respondent however, failed to account for the disbursement. On November 20, 2017 Respondent wrote a check in the amount of $10,000.00 to himself as earned, leaving the <$100.00> deficit uncured. Respondent's matter reconciliation notes the following: "accidentally didn't remember $100.00 expense had been paid from funds."

k) On August 8, 2017 Respondent received a $4,000.00 advanced fee on behalf of the Client R. Respondent subsequently paid two filing fees totaling $596.00 from the IOLTA. At the conclusion of the representation Respondent calculated reimbursable fees and expenses as totaling $3,690.50, leaving $309.50 to be reimbursed to the client. On December 14, 2017 Respondent wrote checks in those amounts, thereby causing a <$596.00> matter deficit when the items cleared. Respondent noted on the matter reconciliation: "error in calculation, not allowing for 2 checks paid." Respondent again erred in calculating the matter balance at the onset of the period of review, in that Respondent calculated the deficit as <$286.50> "(4000-311-285-3960.50)." Respondent failed to include a deduction for the $309.50 reimbursed to the client, which brings the deficit to <$596.00>.

COMMINGLING

33. Respondent's Counsel alleges that "[b]ecause of his strong desire to ensure the financial integrity of his client's [sic] accounts, Mr. Zickerman took no earned fees during a time from the IOLTA account." The "freezing" of the IOLTA was said to have been done around the time of Ms. Browning's departure on December 18, 2018.

34. The Trust Account Examiner determined that no less than $48,655.75 was earned between May 2016 and January 2019 but not timely removed, resulting in comingling for periods lasting from approximately three months to over three years. Of that amount, over half ($26,751.25) was earned more than a year prior to the time Respondent allegedly froze the IOLTA.

35. The following are examples of comingled funds:

a) Between December 2016 and July 2017 Respondent received a total of $3,100.00 for Client B. The client was invoiced in January 2018, reflecting that charges exceeded the amount held in trust and requesting payment of the excess. Nevertheless, the trust balance remained held on deposit through June 2019. On June 13, 2019, check number 1101 was written payable to Respondent in that amount. The instrument cleared the next day, thereby commingling earned funds for approximately 499 days.
b) On or about June 22, 2017 Client B. remitted $4,000.00 by way of a check. Respondent's records reflect that by August 2017 billable items exceeded the amount held in trust. Subsequent, payments remitted between September

2017 and November 2018 were made directly to the firm. It can therefore be inferred that Respondent deemed the amount held in trust earned. Nevertheless, the amount in trust remained held on deposit through October 2018. On October 26, 2018, check number 1079 was written payable to Respondent in that amount. The instrument cleared on November 1, 2018, thereby commingling earned funds for approximately 427 days.

c) On or about July 9, 2018 Client B. remitted $3,000.00 as advanced funds. Respondent's records reflect the entirety of those funds were earned by November 2018. The client was invoiced on December 31, 2018. Nevertheless, the amount in trust remained held on deposit through August 2019. On July 23, 2019, check number 1113 was written payable to Respondent for the residual earned funds. The instrument cleared on August 8, 2019, thereby commingling earned funds for approximately 220 days.

d) As of July 2017, Respondent held $9,000.00 on deposit as advanced funds from Client B. By invoice dated November 20, 2017 the client was advised that $5,611.45 was earned, leaving $3,388.55 unexpended. Nevertheless, Respondent failed to remove the earned funds until May 2019. On May 14, 2019 check number 1098 was written payable to Respondent in the amount of $5,300.45; $311.00 less. The $311.00 difference was retained on deposit in the IOLTA to offset a deficit caused on behalf of Client H. The instrument cleared on May 20, 2019, thereby commingling earned funds for approximately 536 days. It should be noted that the client records reflect the check disbursement was written in the full amount of $5,611.45 and give no indication that $311.00 was retained for Client H. deficit.

e) As of December 2017, $750.00 was held on deposit on behalf of Client B. The funds were deemed earned no later than May 2018, yet the balance remained on deposit as of the end of the period of review, thereby commingling earned funds for approximately 580 days.

f) In January 2017 Respondent received $2,000.00 in advanced funds for Client D. By invoice dated March 31, 2017, $1,678.00 was deemed earned but not removed. An additional $2,000.00 advanced fee was received in May 2017. Then by invoice dated September 13, 2017 the remaining advanced fees were deemed earned. Nevertheless, the funds remained held on deposit until

February 2019. On February 21, 2019 check number 1083 was written payable to Respondent in the amount of $4,000.00. The instrument cleared on February 25, 2019, thereby commingling earned funds for approximately 696 days.

g) In September 2017 Client F. remitted $1,000.00 as advanced funds. That amount was deemed earned in October 2017 but remained held on deposit until July 2019. On July 10, 2019 check number 1107 was written payable to Respondent in that amount and cleared the next day. Meanwhile, during October 2017 and February 2018 the client submitted five credit card payments totaling $2,000.00 which were deposited into the operating account because according to Respondent's Counsel: "The client quickly exhausted [the $1,000.00] advanced fee. She was subsequently invoiced directly for attorney fees. The credit card payments were used against these outstanding balances and therefore properly deposited in the business account." Respondent thereby comingled earned funds for approximately 618 days by failing to timely remove the earned balance from the IOLTA.

SAFEKEEPING

36. In November 2018 a $300.00 check was remitted on behalf of Client E. as advanced fees. The same month an additional $1,200.00 was remitted by way of credit card, netting $1,158.95 after merchant fees. The client accounting reflects no billings and reconciles the "Balance in account [on] 11.30.18" as $1,458.95. Nevertheless, neither payment was deposited into the IOLTA. Moreover, Respondent's monthly reconciliations make no reference to client Edwards until a year later in November 2019, at which time the reconciliation reflects the balance as earned. The Trust Account Examiner brought the above to Respondent's attention

and requested verification of the transaction dates and an explanation of the inconsistent records. Respondent was further asked to include supporting documentation.

37. Respondent's Counsel replied in full: "In regard to (Client E.)…check number 1094, was inputted into the accounting system of the firm but never actually deposited in the IOLTA account. Consequently, no earned fees relating to Client E. were taken From the IOLTA account. Instead, an invoice was sent to Client E. reflecting a deduction of fees due the firm in an amount of the three hundred dollars along with other adjustments. Obviously, the client never had funds in the IOLTA account, and Mr. Zickerman never withdrew any funds relating to Client E. from IOLTA. No other client funds were jeopardized."

38. The Trust Account Examiner determined that similar failures occurred with funds received on behalf of twenty-four other matters.

39. Between September 2016 and November 2019, a total of $51,406.45 was identified as unearned advanced funds that were not deposited in the IOLTA. In fact, in some clients were issued unexpended fund refunds from Respondent's operating account demonstrating that Respondent held client funds on deposit in his business account.

40. Specific examples include but are not limited to the following:

a) On or about July 13, 2018, Client B. remitted $2,000.00 to Respondent by way of a credit card payment, netting $1,931.75 after deduction of the corresponding merchant fee. On July 20, 2018, an additional $1,000.00 was remitted by check. No invoicing or billing was conducted until December 31, 2018. The invoice in question identifies $2,931.75 as the client's "Amount in Trust." Nevertheless, Respondent reconciled the client's unexpended balance as $1,000.00 at the end of September 2018. Likewise, when the Trust Account Examiner requested a breakdown by client name and amount of the funds held on deposit in the IOLTA at the onset of October 2018, Respondent only attributed $1,000.00 to Client B. Respondent ultimately earned the entirety of the funds received, however, Respondent failed to safekeep the funds in the IOLTA while unearned.
b) On or about November 29, 2018, Client B. remitted $1,500.00 by way of a credit card, netting $1,448.75. Respondent's records identify that amount as "Deposits into Trust" and as the "Balance held in Trust" as of November 2018, yet a corresponding deposit is not evident in the IOLTA.
c) On or about February 14, 2018, Client C. remitted a $3,500.00 advanced fee by way of credit card, netting $3,380.75 after merchant fees. The client was first invoiced on or about January 4, 2019 and was advised that the "Amount in Trust" was $3,380.75.
d) On June 4, 2018 Client F. remitted a $2,500.00 advanced fee by way of credit card, netting $2,414.75 after merchant fees. The client was first invoiced on April 30, 2019 and advised that those funds comprised "Deposits to Trust." No funds were identified by Respondent as being held on deposit in the IOLTA for that matter. Likewise, the general ledger reflects no activity for the client. Moreover, the corresponding refund was issued from the operating account.
e) In November 2019 Client H. remitted a $4,000.00 advanced fee by way of a credit card payment, netting $3,863.50 after merchant processing fees. The Trust Account Examiner brought to Respondent's attention that the corresponding deposit originated from the operating account by way of check

number 1959. The Trust Account Examiner asked Respondent to explain why the funds were not deposited directly to the IOLTA. Respondent's Counsel replied in full: "The net credit card amount was deposited in IOLTA taking into consideration the fees from the credit card company which were duly recorded. If the better practice is to deposit the full amount into the IOLTA knowing that the credit card company will withdraw funds and that the full amount may not clear, that can be done in the future."

f) On or about June 4, 2018 Client M. remitted a $3,000.00 advanced fee by credit card, netting $2,897.75. On or about June 9, 2018, the client remitted an additional $500.00 payment by credit card, netting $482.75 after merchant fees; $3,380.50 total. On January 17, 2018 the client was invoiced $1,350.00. The invoice identifies the aforementioned balance as the "Amount in Trust" and after deduction of the billed amount specifies: "As of 12.11.17, you have $2,030.50 in your trust account. On January 10, 2019 the client was incorrectly invoiced for the remaining amount by Mr. Alvarez. On December 30, 2019 Ms. Anderson advised the client that review of the final billing revealed $558.50 as the balance "Remaining in Trust" and due to the client. Nevertheless, no funds were identified by Respondent as being held on deposit in the IOLTA for that matter. Likewise, the general ledger reflects no activity for the client. Moreover, the corresponding refund was issued from the operating account by way of check number 1995, written payable to the client on or about December 31, 2019. The instrument remained outstanding as of the end of the period of review.

g) On May 15, 2018 Client N. consulted with Respondent's former associate Ms. Browning and agreed to provide $1,500.00 for unspecified legal services. On May 31, 2018 the client remitted a $250.00 advance fee by way of credit card, netting $241.25 after merchant fees. On June 14, 2018 the client remitted two additional credit card payments totaling $750.00, netting $724.00 after merchant fees and yielding an advanced fee balance of $965.25. On July 29, 2019 the client contacted the firm advising that before remitting the remaining $500.00 Ms. Browning departed the firm without services rendered. The client requested a refund of their $1,000.00 balance. On August 5, 2019 operating account check number 1870 was written payable to the client as a

reimbursement of the "Balance held in Trust." The instrument cleared on August 9, 2019.

h) On July 6, 2018 Client O. remitted a $3,500.00 advanced fee by way of credit card, netting $3,380.75 after merchant fees. Client billing statement dated April 30, 2019 reflects that a refund of $545.75 is due to the client. Unlike other instances, there is no indication that a corresponding check was issued, or contact made with the client. No funds were identified by Respondent as being held on deposit in the IOLTA for that matter. Likewise, the general ledger reflects no activity for the client.

i) On January 12, 2018 Client R. remitted a $2,000.00 advanced fee by way of a money order. On January 16, 2018 the client remitted an additional $3,000.00 advanced fee by way of a credit card, netting $2,897.75 after merchant fees. Respondent's client accounting indicates that amount was "held in Trust." The client was first invoiced in November 2018. Respondent's records reflect the entirety of the advanced funds were not earned until March 2018. The only trust account disbursement evident prior to the period of review was a $125.00 filing fee paid in February 2018. Although Respondent ultimately earned all the funds remitted, Respondent failed to safekeep the initial $2,897.75 credit card payment in a trust account during the time those funds were not earned.

j) Between September 1, 2016 and December 31, 2016 Client R. remitted four credit card payments totaling $1,750.00. On December 31, 2016 the client was invoiced $1,256.00, leaving $494.00 unearned. Between January 14, 2017 and September 13, 2017, the client remitted four additional credit card payments totaling $750.00, bringing the unearned balance to $1,244.00 as of September 2017. The client was invoiced $1,105.00 on January 14, 2018, leaving $139.00 unearned. On May 30, 2019 the client was invoiced $825.00, thereby expending the remaining unearned funds. Nevertheless, the general ledger reflects no activity for the client throughout the pertinent period. Likewise, Respondent did not attribute any funds to the client as part of the funds held on deposit in the IOLTA during the period of review. Respondent thereby failed to hold any portion of the $2,500.00 remitted by the client.

k) On or about June 24, 2018 Client W. remitted a $4,000.00 advanced fee by way of a credit card payment, netting $3,863.50 after merchant fees. Respondent's client accounting reflects that amount as the "Balance in Trust." The client records reflect that the client was first invoiced on January 11, 2019. The invoice in question infers that amount was held in trust and was reduced to $2,873.50 after payment of a third-party invoice in the amount of $999.00 on the same day, January 11, 2019. The general ledger, however, does not reflect any disbursements from trust for that client. Moreover, the billing records reveal that charges did not exceed the amount advanced until September 2018. Accordingly, those funds should have remained held on deposit in the IOLTA during the period of review. Yet, there is no indication that those funds were safekept in the IOLTA. Respondent's reconciliation for September 2018 acknowledges Respondent received and earned the advance but not that it was held in trust.

RECONCILIATION DIFFICULTIES

41. As explained above, the overall mismanagement of funds and lack of adequate records prohibited the Trust Account Examiner from reconciling the IOLTA.

42. Examples include, but are not limited to, the following:

a) Respondent's breakdown of the trust account balance held at the onset of October 2018 attributes $1,704.00 to Client S. Yet, the corresponding matter reconciliation indicates $3,000.00 should have been held on deposit. In fact, that amount was disbursed during the period of review. Check number 1111 was written payable to Respondent in the amount of $1,863.50 for invoiced expenses and check number 1110 was written payable to the client in the amount of $1,136.50 as the unexpended balance.
b) Respondent's breakdown of the trust account balance held at the onset of October 2018 attributes $633.00 to Client N. Conversely, the corresponding

matter reconciliation indicates $1,433.00 should have been held on deposit at the onset and $773.50 as the "Balance in Account as of 12.31.2019." Meanwhile, the Trust Account Examiner determined that Respondent's reconciliation failed to deduct a $284.00 filing fee disbursement issued directly from the IOLTA in March 2017. The Trust Account Examiner thereby calculates that the matter held no more than $1,149.00 at the onset of the period of review and no more than $489.50 at the end of the period of review.

c) Respondent's breakdown of the trust account balance held at the onset of October 2018 attributes $2,273.00 to Client O. Yet, the corresponding matter reconciliation reflects $3,000.00 as the "Balance in Account as of 12.31.2019." The funds are recorded as originating from deposits transacted in July and August 2018. The full amount was earned by October 2018 but remained undisbursed. Accordingly, that amount should have been held on deposit throughout the period of review.

d) Respondent's breakdown of the trust account balance held at the onset of October 2018 attributes $227.50 to Client R. Yet, the corresponding matter reconciliation reflects $831.00 as the reconciled balance in trust since September 2018. The Trust Account Examiner also calculated an unexpended balance of $831.00, in that on July 11, 2017 a $1,000.00 advanced fee was remitted, and the general ledger reflects a single disbursement on behalf of the matter in the amount of $169.00 for a filing fee.

e) The Client M. reconciliation reflects two disbursements totaling $7,237.50. Check number 1020 is one of the two disbursements allegedly reconciled for the matter, yet the general ledger reflects that instrument was written on behalf of the Stubblefield matter. The Client S. matter reconciliation reflects an identical entry as the Moneypenny reconciliation for the check in question. Furthermore, the second check attributed to the Client M. matter (1102) is incorrectly reconciled as occurring in 2016 when the general ledger reflects the instrument was written in 2019. Conversely, the Trust Account Examiner identified no less than three disbursements on the general ledger totaling $8,650.00 for the Client M. matter. Two of which are not on Respondent's matter reconciliation rendering it inaccurate.

f) Prior to the period of review Client M. remitted a $3,000.00 advanced fee. Respondent's initial monthly reconciliations and individual matter reconciliation indicated that amount was held on deposit throughout the period of review and due to Respondent as earned since January 2017. Respondent later identified the unexpended matter balance throughout the period of review as $2,530.00. Yet, the only corresponding disbursements listed on the general ledger total $120.00. Thereby indicating the client held an unexpended balance of $2,880.00.

g) Client D. reconciled balance at the onset of October 2018 was identified by Respondent as $3,000.00. However, the general ledger and Respondent's client matter reconciliation indicate that a $306.00 filing fee and a third-party expense in the amount of $110.00 were paid directly from the IOLTA, leaving an available balance of $2,584.00; $416.00 less than the amount reconciled by Respondent. The general ledger identifies the date of the $306.00 transaction as November 1, 2017, while the matter reconciliation reflects October 10, 2017. An invoice dated January 14, 2017 reflects the same expense on January 30, 2017, while an invoice dated January 4, 2018 (manually altered to 2019) reflects the date as October 30, 2017. Similarly, the general ledger identifies the date of the $110.00 transaction as March 29, 2018, while the matter reconciliation reflects October 2017 ("10.2017"). The invoice dated January 4, 2018 reflects the date as April 9, 2018.

h) The Client H. reconciled balance at the onset of the examination was reflected as zero. Respondent's subsequent breakdown of the trust account balance held at the onset of October 2018 attributed $1,500.00 to the client matter. However, the Trust Account Examiner's review of the records provided reveal that the client was refunded $199.00 on August 9, 2018 by way of check number 1073. The instrument was not among those noted as outstanding in Respondent's reconciliation records. Thereby, indicating that the unexpended balance was $1,301.00. However, as detailed herein, the same reconciliation records originally attributed the client a zero balance. Therefore, the client's balance at the onset of the period of review remains unverified.

COUNT TWO (File No. 19-3106/Rodriguez)

43. On January 10, 2018, Complainant hired "Rebecca E. Browning of the law firm of The Zickerman Law Office, P.L.L.C. for representation" in the Pima County and Coconino County Superior Court family cases of Tacho v. Rodriguez, SP2017-0014 (Petition to Establish Paternity), Rodriguez v. Tacho, AD2018-00017 (Petition to Terminate Parental Rights) and Tacho v. Rodriguez, DO2018-000185 (transferred Pima County Petition to Establish Paternity), respectively. The scope of the written representation agreement did not include any appeals.

44. Complainant and her mother paid the firm $5000.00 and Complainant purportedly authorized Browning to share information regarding the representation with her mother. Browning states that she did not have specific authority to disclose information to Complainant's mother.

45. On June 12, 2018, Complainant's mother e-mailed Browning requesting an accounting of the prepaid fees but did not get a response.

46. The Rodriguez v. Tacho, AD2018-00017 (Petition to Terminate Parental Rights) matter proceeded to trial on July 12, 2019 and was completed after a continuance on August 3, 2018.

47. In the days immediately following the hearing, Complainant began questioning Browning about the possibility and likely outcome of an appeal.

48. On October 22, 2018, the Court issued a ruling which was sent to Complainant the next day. While the ruling was generally favorable to Complainant, it did not sever the father's rights as requested. The ruling also contained a fifteen (15) day deadline for the filing of an appeal.

49. On October 24, 2018, Complainant, her mother and Browning met to discuss the possibility of an appeal. Complainant advised them to pursue an appeal. Zickerman was brought into the meeting and he provided a second opinion regarding the strength of the appeal.

50. On October 25, 2018, Complainant e-mailed Browning and Zickerman informing them that "we have decided we would like to continue with the appeals. (sic) I was wondering if we could send jesus the letter on Monday" regarding past due child support.

51. Browning responded to the e-mail that day affirming that she could send the requested letter and further stating that "I will get started getting everything in order."

52. Despite the client's request, the appeal was never perfected.

53. On October 26, 2018, Complainant's mother e-mailed Browning and the firm stating, in pertinent part:

"I totally understand how busy you all are but I really must have some idea as to how much over the initial 5k we have gone. I have to know this before we can go ahead with the appeal and we have limited days to get that started. I really can't keep going and then in a few months I get a bill for thousands and thousands that I may not be able to finance. I've been asking for months now, I am sorry to be impatient but this whole ordeal is draining us financially and I have know (sic) where we stand. Please, Please can I get a number from you Monday, just a ballpark number to the nearest $1000 will be good".

54. Having not received a response to her October 26th e-mail, Complainant's mother e-mailed Browning and the firm on Tuesday, October 30, 2018 asking "Will I get information today please".

55. Having not received a response to her October 30th e-mail, Complainant's mother e-mailed Browning and the firm on November 6, 2018 asking, "How much will the filing fee for the appeals be".

56. After being told that they would receive a phone call on Friday, November 9th, Complainant's mother e-mailed Browning on November 9, 2018 stating, among other things:

> "Did the appeals get filed (sic)…We have been trying to get ahold (sic) of some kind of information for the last 2 weeks and have heard nothing…We actually have an appointment set up on Wednesday morning with another attorney if we do not hear anything…Please contact her Monday morning or we will have to go elsewhere. I understand that you have lots of important

cases, but ours is the only important one to us, we really need more communication which has been far from acceptable".

57. On November 12, 2018, Complainant e-mailed Browning and Sara, a firm paralegal, regarding Browning's failing to call on Friday, the status of the appeal and related issues. Complainant did not receive a response.

58. On November 13, 2018, Sara e-mailed Complainant a copy of the following pleadings filed on November 9th:

a. Motion for Extension re: Motion for New Trial and Notice of Appeal;
b. Motion for New Trial; and
c. Motion to Grant Mother's Motion (regarding certain trial recordings).

59. Later that afternoon, Complainant's mother e-mailed Zickerman and Browning stating, in pertinent part, "Kira has just told me that we owe another 7K. I cannot tell you how upset I am about this." The e-mail continues by chronicling the past events stated above as well expressing her concerns about the firm's lack of communication and failure to response.

60. While the firm schedule a meeting for the following Wednesday, Complainant e-mailed the firm requesting the status of the appeal and other cases on November 29, 2018 but did not receive a response.

61. On December 9, 2018, Zickerman e-mailed Browning a "strongly worded e-mail" giving Browning until December 20th to update her client billings.

62. On December 18, 2018, Browning removed all of her property from the law firm including Complainant's file.

63. Complainant discovered Browning's departure shortly thereafter and asked for a status of the cases and firm's representation.

64. On December 19, 2018, Browning and Zickerman e-mailed each other regarding possession/return of the existing client files and trust account funds.

65. On January 2, 2019, Complainant and her mother met with Zickerman who indicated that the firm would continue the representation.

66. Complainant was later told that an attorney named "Jade" would take over the representation then told that Arizona attorney Chris Christiansen was looking into taking over the representation.

67. In or around March 2019, after purportedly consulting with Christiansen, Zickerman informed Complainant that there was nothing further that the firm could do regarding the appeal as the deadline had expired.

68. In or around August 2019, Arizona attorney Brian Webb sent a demand letter to Zickerman and Browning on behalf of Complainant.

69. After several conversations by and between Webb, Greenlee and the legal malpractice insurance carrier and their counsel, Don Wilson, the case was abandoned without any finding of liability or settlement.

COUNT THREE (File No. 20-0353/Jackson)

70. On June 6, 2019, Complainant's appeal of his criminal conviction in the Yavapai Superior Court case of State v. Rudolph Jackson, CR 2014-00227 was affirmed but modified slightly on a non-substantive issue. The deadline for filing a Notice of Post-Conviction Relief was set as October 25, 2019.

71. On October 24, 2019, Complainant filed a pro per Notice of Post-Conviction Relief requesting the appointment of counsel and generally alleging jurisdictional issue and ineffective assistance of trial counsel. Shortly thereafter, Respondent was appointed PCR attorney.

72. Respondent sent the Complainant initial letters informing Complainant of his appointment and providing contact information for his paralegal, Jontue Garofalo.

73. Respondent and Garofalo then reviewed the trial and appellate record in order to determine the validity of any PCR claim(s).

74. While the billing records and supporting sworn affidavit of Garofalo demonstrate that Garofalo was Complainant's sole contact person at the firm, the billings also demonstrate that Garofalo consulted with Respondent regarding her discussions with Complainant throughout the extensive records review. Garofalo also indicates that she frequently discussed the case with Complainant's mother after obtaining Complainant's authority.

75. Respondent admits that he did not have direct contact with Complainant during the representation.

76. In January 2020, Respondent ultimately determined that there was no colorable claim and filed the appropriate paperwork with the Court.

77. While Respondent did not explain his determination or his filing of the notice that no colorable claim existed prior to the filing, Respondent did not mail Complainant a copy of the paperwork until shortly after it was filed with the Court.

78. Complainant subsequently filed another Notice of PCR and (Respondent?) was appointed successor counsel.

79. After additional briefing and rulings by the court, the Court ultimately dismissed the PCR on November 13, 2020.

COUNT FOUR (File No. 20-0750/McMinn)

80. Between July and September 2019, Respondent's associate Dan Luoro represented Complainant in the Coconino Superior Court cases of State v. McMinn-Parker, CR 2018-01108 and CR 2018-01205. The cases involved several allegations of child abuse, kidnapping and domestic violence incidents which required significant pretrial litigation, including an extensive Rule 11 evaluation. The representation was further complicated by Complainant's consistent refusal to attend court proceedings.

81. In September 2019, Luoro left the firm and Respondent became the primary attorney responsible for the representation.

82. Between September 2019 and January 5, 2020, Respondent attended court hearings on behalf of Complainant. Most were not attended by Complainant.

83. Respondent admits that he missed one scheduled jail visit prior to January 5, 2020 while preparing for a multi-day trial in another matter.

84. On January 5, 2020, Respondent was scheduled to visit Complainant and other in-custody clients in Coconino County Detention Facility as he was scheduled to leave for vacation the following day. Respondent states that he was also preparing for a trial which was scheduled to begin upon his return from vacation.

85. While Respondent requested and visited two other clients on January 5th, Respondent did not visit Complainant.

86. Shortly after leaving the jail, Respondent e-mailed his assistant a request that she prepare a letter to Complainant stating, in pertinent part:

> "On January 5, 2020, at approximately 0900hrs, I attempted to meet with you at the jail. I was informed that you did not want to meet with me (or anyone). If this is incorrect information, please contact my office as soon as possible. It is incredibly difficult to defend your case under these circumstances."

87. On or about January 10, 2020, Respondent was contacted by the civil court while on vacation because Complainant was transported to court in a civil domestic relations case and indicated that he wanted to testify. The civil court was concerned about the impact that Complainant's testimony may have on the pending criminal cases and called Respondent so that Complainant could discuss the pros and cons of testifying.

88. During his discussion, Respondent explained to Complainant that he attempted to visit him on January 5th but was told that Complainant refused the visit. Respondent further stated that he would visit Complainant on or before January 14, 2020.

89. Upon returning to the jail, Complainant filed a "grievance" with the jail regarding Respondent's claim that he was informed that Complainant refused the January 5th jail visit.

90. A review of the audio/video recordings verified that Respondent did not request to see Complainant on January 5th.

91. On January 17, 2020, Complainant filed a pro per motion to terminate the representation.

92. On January 26, 2020, Respondent met with Complainant for approximately 1.5 hours having previously negotiated an extension of the plea offer in the case.

93. On February 11, 2020, Respondent filed a Motion to Withdraw from the representation. The motion was granted on February 27, 2020.

COUNT FIVE (File No. 20-1070/Terry)

94. In or around January 6, 2019, Complainant's appeal of his conviction in the Yavapai Superior Court case of State v. Grant Terry, (CR 2014-00227) was affirmed. Shortly thereafter, Respondent was appointed PCR attorney.

95. Respondent sent the Complainant initial letters informing Complainant of Respondent's appointment and providing contact information for his paralegal, Jontue Garofalo.

96. Between February and August 2019, Respondent and Garofalo reviewed the trial and appellate record in order to determine the validity of any PCR claim(s).

97. Garofalo and another paralegal were Complainant's sole contact person at the firm, and both Respondent and Garofalo claim that the paralegals consulted with Respondent regarding their discussions with Complainant throughout their records review.

98. In August 2019, Respondent had a discussion directly with Complainant regarding the PCR process and limitations.

99. In his response to the State Bar investigation, Respondent states that he "thought the complainant understood and gave him authority to file a petition on whatever basis that (Respondent) felt was ethical and proper. However, (Respondent) did not confirm that in writing."

100. Respondent further admits that "[t]he complainant was understandably confused when the petition was filed because it did not contain the issues that he

raised but were not legally permissible. A better practice would have been to communicate more carefully throughout the process and memorialize (Respondent's) understandings in writing."

101. On September 27, 2019, Respondent filed a Petition for PCR regarding the search warrant issue claiming, among other things, that there was newly discovered evidence regarding the issue.

102. On September 30, 2019, Garofalo mailed Complainant a copy of the petition with a cover letter on firm letterhead stating, in pertinent part:

103. "After a thorough review of your case I was able to raise the issue of an improper search warrant. Once the court has ruled on your petition for Post-Conviction Relief, I will send you a copy of their ruling."

104. On November 6, 2019, the Court denied the PCR petition.

105. According to an affidavit by Giselle Elizabeth Romero Caceres, an employee at the firm, Jody Amick, a paralegal at the firm, e-mailed Caceres the court order which Caceres purportedly mailed to Complainant shortly after it was filed by the Court.

106. In his response to the State Bar investigation, Respondent admits that he failed to provide Complainant with a close out letter or an explanation of Complainant's appellate rights or applicable appellate deadlines.

107. On February 18, 2020, Complainant filed a motion for sanctions against Respondent citing some of the above-referenced allegations and generally alleging ineffective assistance of counsel.

108. On April 3, 2020, the Court denied the motion without requiring a response from Respondent.

109. On April 15, 2020, Complainant filed a notice of appeal and the court issued an order extending the appellate deadlines on April 23, 2020.

COUNT SIX (File No. 20-1448/Thompson)

110. Complainant was convicted of several felony offenses in the Yavapai County Superior Court case of State v. John Hyram Thompson, Jr., CR2016-80567.

111. On March 15, 2019, Respondent was appointed to represented Complainant as appellate counsel as part of his contract with the Yavapai County. Emily Weiss, an associate at the firm, was initially assigned to the case.

112. On June 28, 2019, Ms. Weiss left the firm.

113. Despite Complainant's repeated efforts to contact Respondent, Respondent failed to respond to the telephonic and written requests of Complainant. As a result, Complainant asked that his former counsel, Glen Hammond, attempt to contact Respondent. While Complainant claims that Mr. Hammond was initially unable to get Respondent to respond, Hammond indicated that Respondent immediately responded and thoroughly discussed and understood the appellate issues in the case.

114. On or about July 25, 2019, Complainant prepared a pro per document entitled "Notice of Post-Conviction Relief" requesting the appointment of PCR counsel and generally alleging ineffective assistance of counsel by trial counsel.

115. By order dated August 4, 2019, Respondent was appointed as PCR counsel and ordered to file any appropriate paperwork within 80 days.

116. In his response to the State Bar, Respondent admits that he did not have any substantive contact with Complainant regarding the appellate or post-conviction relief issues. Respondent further states that "…the confusion came when (Weiss) left the firm and (Respondent) became the primary contact. (Respondent) followed through on the appeal but did not further the PCR petition beyond analyzing the issue

of competence of trial counsel which was a substantive part of his research for the appeal."

117. On November 18, 2019, the Yavapai County Superior Court issued an order finding that no petition was filed and the time for PCR had lapsed.

118. On July 9, 2020, the Court of Appeals Division One affirmed the convictions in State v. John Hyram Thompson, Jr., 1 CA-CR 19-0154.

119. On July 17, 2020, Respondent filed a Motion to Appoint Counsel alleging that a Petition for PCR is now ripe and that "(Respondent) cannot handle the Petition for Post-Conviction Relief after handling the Appellate litigation; as well as (Respondent) is no longer on contract with Yavapai County."

120. On July 31, 2020, Respondent mailed Complainant a letter informing him that he was filing a motion to withdraw as appellate counsel and that he had filed the motion to appoint a PCR attorney.

121. On or before August 25, 2020, the Yavapai Court denied the motion to appoint PCR counsel but indicated that he would reconsider the ruling if, and when, Complainant filed a new Notice of Post-Conviction Relief.

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 the following ethical rules:

SB19-0827: Rule 42, Ariz. R. Sup. Ct., ER 1.6, ER 1.15(a) – (d), ER 8.4(d), and various subsections of Rule 43(a) – (d) and (f), Ariz. R. Sup. Ct. (otherwise known as the Trust Account Rules);

SB19-3106: Rule 42, Ariz. R. Sup. Ct., ER 5.1;

SB20-0353: Rule 42, Ariz. R. Sup. Ct., ER 1.4;

SB20-0750: Rule 42, Ariz. R. Sup. Ct., ER 1.3, ER 1.4, ER 8.4(d);

SB20-1070: Rule 42, Ariz. R. Sup. Ct., ER 1.4, ER 1.16(d) and ER 8.4(d); and

SB20-1448: Rule 42, Ariz. R. Sup. Ct., ER 1.3, ER 1.4, ER 8.4(d).

CONDITIONAL DISMISSALS

There are no conditional dismissals.

RESTITUTION

Restitution is not at 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 sanctions are appropriate:

Reprimand with Probation for two (2) years, the terms of probation which will consist of:

1. TAEEP: Respondent shall attend a half-day Trust Account Ethics Enhancement Program (TAEEP). Respondent shall contact the State Bar Compliance Monitor at (602) 340-7258, within 10 days from the date of service of the Final Judgment and Order, to schedule attendance at the next available class. Respondent will be responsible for the cost of attending the program.
2. LOMAP (including, but not limited to, an LRO Trust Account Records Review): Respondent shall contact the State Bar Compliance Monitor at (602) 340-7258, within 10 days from the date of service of the Final Judgment and Order. Respondent shall submit to a LOMAP examination of all of their office policies and procedures. Respondent shall sign terms

and conditions of participation, including any reporting requirements, which shall be incorporated herein.

In addition to any terms and conditions determined as a result of the LOMAP examination regarding office policies and procedures, the LOMAP terms will also include an LRO Trust Account Records Review requiring Respondent to submit any and all specified trust account records on a quarterly basis. Respondent will also be required to undergo a quarterly review of his/her trust account records and shall timely complete any and all follow up deemed necessary as a result of those reviews. Respondent will be responsible for any costs associated with LOMAP.

3. LRO MAP: Respondent shall contact the State Bar Compliance Monitor at (602) 340-7258, within 10 days from the date of service of the Final Judgment and Order to schedule an assessment. The Compliance Monitor shall develop terms and conditions of participation if the results of the assessment so indicate and the terms, including reporting requirements, shall be incorporated herein. Respondent will be responsible for any costs associated with participation with compliance.

4. CLE: In addition to annual MCLE requirements, Respondent shall complete the following Continuing Legal Education ("CLE") program(s) within 180 days from the date of service of the Final Judgment and Order: *Practice Management Essentials: Tools For Avoiding Nasty Surprises; Avoiding Ethical Pitfalls; Candor, Courtesy & Confidences: Common Courtroom Conundrums; and The Solo Practitioner & Small Firm Institute - Day 2.*

   Respondent shall provide the State Bar Compliance Monitor with evidence of completion of the program(s) by providing a copy of handwritten notes and certificate of completion. Respondent should contact the Compliance Monitor at 602-340-7258 and make arrangements to submit this evidence. Respondent will be responsible for the cost of the CLE.

5. Respondent shall commit no further violations of the Rules of Professional Conduct.

NON-COMPLIANCE WITH PROBATION

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.

The parties agree that the following *Standards* are appropriate given the facts and circumstances of this matter:

Rule 42, Ariz. R. Sup. Ct., ER 1.3 and 1.4

Standard 4.43

Reprimand is generally appropriate when a lawyer is negligent and does not act with reasonable diligence in representing a client, and causes injury or potential injury to a client.

Rule 42, Ariz. R. Sup. Ct., ER 1.6

Standard 4.23

Reprimand is generally appropriate when a lawyer negligently reveals information relating to representation of a client not otherwise lawfully permitted to be disclosed, and this disclosure causes injury or potential injury to a client.

Rule 42, Ariz. R. Sup. Ct., ER 1.15(a)-(f), 1.16(d), 5.1 and Rule 43:

Standard 7.3

Reprimand is generally appropriate when a lawyer engages in conduct that is a violation of a duty owed as a professional, and causes injury or potential injury to a client, the public or the legal system.

Rule 42, Ariz. R. Sup. Ct., ER 8.4(d):

Standard 7.3

Reprimand is generally appropriate when a lawyer engages in conduct that is a violation of a duty owed as a professional, and causes injury or potential injury to a client, the public or the legal system.

The duty violated

Respondent's conduct violated his duty to the client, the profession, the legal system and the public.

The lawyer's mental state

Respondent negligently failed to comply with the trust account rules, failed to act diligently and reasonably communicate with his clients, failed to maintain client confidences and protect the client's legal interests after the termination of the representation, failed to properly supervise his associate attorneys, and engaged in

conduct prejudicial to the administration of justice, all in violation of the Rules of Professional Conduct.

The extent of the actual or potential injury

There was actual or potential harm to the client, the profession, the legal system and the public.

Aggravating and mitigating circumstances

The presumptive sanction is Reprimand with Probation. The parties conditionally agree that the following aggravating and mitigating factors should be considered:

In aggravation:

a) 9.22(c) a pattern of misconduct; and

b) 9.22(d) multiple offenses.

In mitigation:

a) 9.32(a) absence of a prior disciplinary record;

b) 9.32(c) personal or emotional problems [See Exhibit C - filed under seal]; and

c) 9.32(e) full and free disclosure to disciplinary board or cooperative attitude toward proceedings [On or before May 15, 2020, Respondent voluntarily contacted State Bar attorney Roberta Tepper to address the various law office

management issues identified as causing or contributing to the above-referenced violations. On or about May 20, 2020, Ms. Tepper virtually met with Respondent and discussed the bar charges and office management issues. They also discussed his supervision issues with law firm associates, his overwhelming caseload and his difficulty balancing work and family issues. On June 8, 2020, Respondent again met virtually with Ms. Tepper and informed her that he had reduced his caseload and scheduled weekly meetings with his staff to discuss the status of cases and client communication. Shortly thereafter, Respondent provided Ms. Tepper with a copy of his office manual containing his newly implemented employment policies and procedures.]

Discussion

The parties conditionally agree that upon application of the aggravating and mitigating factors the presumptive sanction is appropriate. The parties conditionally agree that a greater or lesser sanction is not appropriate.

This agreement is based on the following:

Respondent is a seventeen-year lawyer with no prior history. As set forth in the Mitigation Memorandum contemporaneous filed under seal, the misconduct occurred during a period of time when Respondent was receiving treatment for his

personal and emotional family problems. Since the State Bar investigation into these matters, Respondent has taken several steps to rectify the law office management issue triggering the misconduct including, but not limited to, hiring a qualified bookkeeper to assist with the law firm's trust account, reverting back to a solo law firm model by reducing his staff and caseload, voluntarily consult with the State Bar LOMAP coordinator, creating and implementing written office policies and procedures, enrolling his father (a retired Arizona attorney) to assist him as a part-time mentor, and continuing his mental health treatment.

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. 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 with Probation and the imposition of costs and expenses. A proposed form of order is attached hereto as Exhibit B.

DATED this 7th day of January 2021.

STATE BAR OF ARIZONA

/s/ Craig D. Henley
Craig D. Henley
Senior Bar Counsel

This agreement, with conditional admissions, is submitted freely and voluntarily and not under coercion or intimidation.

DATED this 7th day of January, 2021.

Adam K. Zickerman
Respondent

DATED this 7th day of January, 2021.

Robert Brewster Van Wyck
Jason D. Lamm
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 8th day of January, 2021.

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

Robert Brewster Van Wyck
8 Charles Lane
Raymond, Maine 04071-6372
Email: rbvw4k@gmail.com

Jason D. Lamm, Bar No. 018454
2501 N. Seventh Street
Phoenix, Arizona 85006
jlamm@cyberlawaz.com
Respondent's Counsel

Copy of the foregoing hand-delivered
this 8th day of January, 2021, to:

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

by: /s/ Karen E. Calcagno

CDH/kec

EXHIBIT A

Statement of Costs and Expenses

In the Matter of a Member of the State Bar of Arizona
Adam K. Zickerman, Bar No. 022320, Respondent

File No(s). 19-0827, 19-3106, 20-0353, 20-0750, 20-1070, 20-1448

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

Total for additional costs	$ 0.00
Total Costs and Expenses for each matter over 5 cases where a violation is admitted or proven.	$ 240.00
TOTAL COSTS AND EXPENSES INCURRED	$ 1,440.00

EXHIBIT B

BEFORE THE PRESIDING DISCIPLINARY JUDGE

IN THE MATTER OF A MEMBER OF THE STATE BAR OF ARIZONA, **ADAM K. ZICKERMAN,** **Bar No. 022320,**	**PDJ 2021-** **FINAL JUDGMENT AND ORDER** State Bar File No. 19-0827, 19-3106, 20-0750, 20-1448, 20-0353 and 20-1070

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, **Adam K. Zickerman**, 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 is placed on probation for a period of two (2) years. The terms of probation are:

a) TAEEP: Respondent shall attend a half-day Trust Account Ethics Enhancement Program (TAEEP). Respondent shall contact the State Bar

Compliance Monitor at (602) 340-7258, within 10 days from the date of service of this Order, to schedule attendance at the next available class. Respondent will be responsible for the cost of attending the program.

b) LOMAP (including, but not limited to, an LRO Trust Account Records Review): Respondent shall contact the State Bar Compliance Monitor at (602) 340-7258, within 10 days from the date of service of this Order. Respondent shall submit to a LOMAP examination of all of their office policies and procedures. Respondent shall sign terms and conditions of participation, including any reporting requirements, which shall be incorporated herein.

In addition to any terms and conditions determined as a result of the LOMAP examination regarding office policies and procedures, the LOMAP terms shall also include an LRO Trust Account Records Review requiring Respondent to submit any and all specified trust account records on a quarterly basis. Respondent shall also be required to undergo a quarterly review of his/her trust account records and shall timely complete any and all follow up deemed necessary as a result of those reviews. Respondent will be responsible for any costs associated with LOMAP.

c) LRO MAP: Respondent shall contact the State Bar Compliance Monitor at (602) 340-7258, within 10 days from the date of service of this Order, to schedule an assessment. The Compliance Monitor shall develop terms and conditions of participation if the results of the assessment so indicate and the terms, including reporting requirements, shall be incorporated herein. Respondent will be responsible for any costs associated with participation with compliance.

6. CLE: In addition to annual MCLE requirements, Respondent shall complete the following Continuing Legal Education ("CLE") program(s) within 90 days from the date of service of this Order:

Practice Management Essentials: Tools For Avoiding Nasty Surprises; Avoiding Ethical Pitfalls; Candor, Courtesy & Confidences: Common Courtroom Conundrums; and The Solo Practitioner & Small Firm Institute - Day 2.

Respondent shall provide the State Bar Compliance Monitor with evidence of completion of the program(s) by providing a copy of handwritten notes and certificate of completion. Respondent should contact the Compliance Monitor at 602-340-7258 and make arrangements

to submit this evidence. Respondent will be responsible for the cost of the CLE.

d) Respondent shall commit no further violations of the Rules of Professional Conduct.

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

DATED this _____ day of January, 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 January, 2021.

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

Robert Brewster Van Wyck
The Van Wyck Law Firm
8 Charles Lane
Raymond, Maine 04071-6372
Email: rbvw4k@gmail.com

Jason D. Lamm, Bar No. 018454
2501 N. Seventh Street
Phoenix, Arizona 85006
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(602) 222-2299 Facsimile
jlamm@cyberlawaz.com
Respondent's Counsel

Copy of the foregoing emailed/hand-delivered
this ____ day of January, 2021, to:

Craig D. Henley
Senior Bar Counsel
State Bar of Arizona
4201 N 24th Street, Suite 100
Phoenix, Arizona 85016-6266
Email: LRO@staff.azbar.org

Copy of the foregoing hand-delivered
this ____ day of January, 2021 to:

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

by:_____

FILED UNDER SEAL

EXHIBIT C