

**BEFORE THE PRESIDING DISCIPLINARY JUDGE**

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

**SHEREE D. WRIGHT  
Bar No. 035265,  
  
Respondent.**

**PDJ 2024-9028**

**FINAL JUDGMENT AND ORDER**

(State Bar Nos. 22-1988, 22-2795, 23-0014  
and 23-2722)

**FILED AUGUST 15, 2024**

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

**IT IS ORDERED** that **SHEREE D. WRIGHT, Bar No. 035265**, is reprimanded for her conduct in violation of the Arizona Rules of Professional Conduct, as described in the consent documents.

**IT IS FURTHER ORDERED** placing Respondent on probation for two years with the following terms:

- a) LOMAP (FULL ASSESSMENT): Respondent shall contact the State Bar Compliance Monitor at (602) 340-7258, within 10 days to schedule an initial Law Office Management Assistance Program (LOMAP) assessment meeting. Respondent shall participate in the LOMAP assessment and complete all follow-up deemed necessary by LOMAP, including any needed follow-up meetings throughout the period of participation. Respondent shall sign terms

and conditions of participation, including reporting requirements, which shall be incorporated herein. Respondent is responsible for any costs associated with LOMAP.

- b) Respondent shall commit no further violations of the Rules of Professional Conduct or Rules of the Supreme Court of Arizona.

**IT IS FURTHER ORDERED** that Respondent pay the costs and expenses of the State Bar of Arizona in the amount of \$1,511.82 within 30 days. There are no costs or expenses incurred by the office of the Presiding Disciplinary Judge in these proceedings.

**DATED** this 15<sup>th</sup> day of August, 2024.

Margaret H. Downie  
**Margaret H. Downie**  
**Presiding Disciplinary Judge**

Copy of the foregoing e-mailed  
this 15<sup>th</sup> day of August, 2024 to:

Sheree D. Wright  
[sheree@ibflaw.com](mailto:sheree@ibflaw.com)

Craig D Henley  
[LRO@staff.azbar.org](mailto:LRO@staff.azbar.org)

by: MSmith

**BEFORE THE PRESIDING DISCIPLINARY JUDGE**

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

**SHEREE D. WRIGHT  
Bar No. 035265,  
  
Respondent.**

**PDJ 2024-9028**

**ORDER ACCEPTING AGREEMENT  
FOR DISCIPLINE BY CONSENT**

(State Bar Nos. 22-1988, 22-2795, 23-0014  
and 23-2722)

**FILED AUGUST 15, 2024**

On April 3, 2024, the parties submitted an Agreement for Discipline by Consent (“Agreement”) pursuant to Rule 57(a), Ariz. R. Sup. Ct. The State Bar of Arizona is represented in these proceedings by Senior Bar Counsel Craig D. Henley. Respondent Sheree D. Wright is self-represented.

The Agreement resolves four bar charges for which no probable cause order or formal complaint has been filed. After the Agreement was submitted, the Presiding Disciplinary Judge (PDJ) requested additional information on three separate occasions. The parties submitted the final piece of requested information on July 26, 2024.

As required by Rule 53(b)(3), Ariz. R. Sup. Ct., notice of the Agreement was sent to the complainants. The PDJ has reviewed an objection submitted by Kimberly Igbinovia -- the complainant in State Bar File No. 22-1988, which is discussed *infra*. No other objections to the Agreement have been provided to the PDJ.

Contingent on approval of the proposed form of discipline, Ms. Wright has voluntarily waived her right to an adjudicatory hearing, as well as all motions, defenses, objections, or requests that could be asserted. The Agreement details a factual basis in support of Ms. Wright's conditional admissions and is incorporated by reference. *See* Rule 57(a)(4), Ariz. R. Sup. Ct. As a sanction, the parties agree to the imposition of a reprimand, probation with specified terms, and payment of costs to the State Bar.

The Agreement describes in detail the factual background for the conditionally admitted ethical violations. As to Count One (State Bar File No. 22-1988 – Complainant Igbinovia), Ms. Wright conditionally admits violating ER 1.3, ER 1.4, ER 1.9(c)(2), ER 1.16(d), and ER 8.4(d). Ms. Wright represented Ms. Igbinovia in a family court matter. During the course of that representation, she failed to: submit a court-ordered settlement conference memorandum, timely respond to client requests for information, keep the client adequately apprised, correctly file a dissolution decree, or properly withdraw from representation. After the representation ended, Ms. Wright filed a complaint against Ms. Igbinovia with the Arizona State Board of Nursing and disclosed information about the representation, in violation of ER 1.9(c)(2).

As to Count Two (State Bar File Nos. 22-1795 – Complainant Miranda and 23-0014 – Complainant Blasé), Ms. Wright conditionally admits violating ER 1.3, ER 1.4, ER 1.5(b), ER 3.1, ER 3.2, ER 5.3(a), and ER 8.4(d). In that matter, Ms. Wright represented a client in civil litigation. She failed to provide the client with a writing comporting with ER 1.5(b), filed pleadings deemed “defective” by the superior court, failed to adequately

supervise non-lawyer staff or adequately review staff work product before filing it with the court, failed to respond to a motion to dismiss, and failed to keep her client apprised of developments in her case.

As to Count Three (State Bar File No. 23-2722—Complainant Robinson), Ms. Wright conditionally admits a lack of diligence, in violation of ER 1.3, and a lack of adequate communication with her family law client, in violation of ER 1.4.

Sanctions imposed against lawyers “shall be determined in accordance with the American Bar Association’s *Standards for Imposing Lawyer Sanctions*” (“ABA Standards”). Rule 58(k), Ariz. R. Sup. Ct. In evaluating the propriety of an agreed-upon sanction, the PDJ 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.

The parties agree that Ms. Wright negligently violated duties owed to clients, the legal system, and the public, resulting in actual and potential harm. To support the agreed-upon sanction, they rely on the following ABA Standards:

- 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.
- Standard 4.63: Reprimand is generally appropriate when a lawyer negligently fails to provide a client with complete information, and causes injury or potential injury to a client.
- 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.

- Standard 4.33: Reprimand is generally appropriate when a lawyer is negligent in determining whether the representation of a client may be materially affected by the lawyer's own interests, or whether the representation will adversely affect another client, and causes injury or potential injury to a client.
- Standard 6.23: Reprimand is generally appropriate when a lawyer negligently fails to comply with a court order or rule, and there is injury or potential injury to a client or a party, or interference or potential interference with a legal proceeding.
- Standard 7.3: Reprimand is generally appropriate when a lawyer negligently 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.
- Standard 8.3: Reprimand is generally appropriate when a lawyer:
  - (a) negligently violates the terms of a prior disciplinary order and such violation causes injury or potentially serious injury to a client, the public, the legal system, or the profession; or
  - (b) has received an admonition for the same or similar misconduct, and intentionally or knowingly engages in further acts of misconduct that cause injury or potential injury to a client, the public, the legal system, or the profession.

In setting forth presumptive sanctions for given ethical violations, though, the ABA Standards do not account for multiple counts of misconduct, as exist here.

The parties stipulate to the existence of two aggravating factors: (1) prior disciplinary offenses: In SB21-1983, Ms. Wright received an admonition and one year of probation for violating Rule 41(b)(3) and (7), Ariz. R. Sup. Ct., and Rule 42, Ariz. R. Sup. Ct., ER 3.1, ER 8.2(a), and ER 8.4(d); and (2) multiple offenses. They stipulate to two

mitigating factors: (1) personal or emotional problems (the PDJ requested information explaining the application of this factor, which was provided under seal); and (2) inexperience in the practice of law.

As is apparent from the repeated requests for supplemental information, the PDJ struggled with the agreed-upon sanction, which appeared facially inadequate given the multiple counts and violations, as well as the fact Ms. Wright was on disciplinary probation when some of the misconduct at issue in these proceedings occurred. After reviewing the conduct at issue in Count One and Ms. Igbinovia's detailed objection to the Agreement, the PDJ's concerns were heightened.

The PDJ recognizes that consent agreements typically reflect a compromise between the State Bar and the respondent lawyer. And in this case, the PDJ must accept Bar Counsel's avowal that the State Bar lacks clear and convincing evidence to establish some of the additional allegations advanced by complainant Igbinovia. Thus, although the agreed-upon sanction appears lenient, the PDJ will accept the negotiated terms – particularly because Ms. Wright will serve a two-year term of probation with specified terms, including “no further violations of the Rules of Professional Conduct.

**IT IS ORDERED** accepting the Agreement for Discipline by Consent. A final judgment and order is separately filed this date.

**DATED** this 15<sup>th</sup> day of August, 2024.

Margaret H. Downie  
**Margaret H. Downie**  
**Presiding Disciplinary Judge**

Copy of the foregoing e-mailed  
this 15<sup>th</sup> day of August, 2024, to:

Sheree D. Wright  
[sheree@ibflaw.com](mailto:sheree@ibflaw.com)

Craig D Henley  
[LRO@staff.azbar.org](mailto:LRO@staff.azbar.org)

by: MSmith

Craig D. Henley, Bar No. 018801  
Senior Bar Counsel  
State Bar of Arizona  
4201 N. 24<sup>th</sup> Street, Suite 100  
Phoenix, Arizona 85016-6266  
Telephone (602) 340-7278  
Email: LRO@staff.azbar.org

**BEFORE THE PRESIDING DISCIPLINARY JUDGE**

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

**SHEREE D. WRIGHT  
Bar No. 035265**

Respondent.

**PDJ 2024-9028**

**NOTICE OF SATISFACTION OF  
JUDGMENT**

State Bar No. 22-1988, 22-2795, 23-  
0014 and 23-2722

The State Bar of Arizona, by undersigned bar counsel, hereby provides the PDJ notice of the Satisfaction of Judgment filed by the law firm of Denton Peterson in the Maricopa County Superior Court consolidated cases of *Shaibu/Igbinovia v. Wright/IBF*, CV2022-095309/094986. *See* Exhibit A.

**DATED** this 26<sup>th</sup> day of July 2024.

**STATE BAR OF ARIZONA**

*/s/ Craig D. Henley*

---

Craig D. Henley  
Senior Bar Counsel



# **Exhibit A**

Brad A. Denton, #016454  
[Brad@DentonPeterson.com](mailto:Brad@DentonPeterson.com)

Justin B. Folsom, #038313  
[Justin@DentonPeterson.com](mailto:Justin@DentonPeterson.com)



1930 N. ARBOLEDA ROAD, SUITE 200  
MESA, ARIZONA 85213  
TELEPHONE: (480) 325-9900  
FACSIMILE: (480) 325-9901

*Attorneys for Judgment Creditor Kimberly Shaibu,  
AKA, Kimberly Igbonovia*

**IN THE SUPERIOR COURT OF  
MARICOPA COUNTY, STATE OF ARIZONA**

Kimberly Shaibu, AKA, Kimberly Igbonovia,

Plaintiff,

vs.

IBF Law Group,

Defendant.

Sheree Wright,

Plaintiff,

vs.

Kimberly Shaibu, AKA, Kimberly Igbonovia,

Defendant.

WELLS FARGO BANK,

Garnishee.

No. CV2022-095309  
CV2022-094986

**NOTICE OF SATISFACTION OF  
JUDGMENT**

Plaintiff/Judgment Creditor, by and through undersigned counsel, hereby gives notice that the Judgment in the above-captioned matter entered by this court on June 1, 2023, is hereby satisfied.

1 RESPECTFULLY SUBMITTED this 26<sup>th</sup> day of July, 2024.

2  
3 **DENTON PETERSON DUNN, PLLC**

4 /s/ Justin B. Folsom

5 Justin B. Folsom

6 1930 N. Arboleda Road, Suite 200

7 Mesa, AZ 85213

8 *Attorneys for Judgment Creditor Kimberly Shaibu,  
AKA, Kimberly Igbonovia*

9 ORIGINAL of the foregoing e-filed

10 this 26<sup>th</sup> day of July, 2024 and

11 COPY of the foregoing mailed this same day to:

12 IBF Law Group

13 c/o Sheree Wright

14 3101 N Central Avenue, Suite 1250

15 Phoenix, AZ 85012

16 /s/ Shellie Gibson

BEFORE THE PRESIDING DISCIPLINARY JUDGE

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

SHEREE D. WRIGHT  
Bar No. 035265,

Respondent.

PDJ 2024-9028

ORDER REQUESTING  
MODIFICATION OF AGREEMENT  
FOR DISCIPLINE BY CONSENT

(State Bar Nos. 22-1988, 22-2795, 23-0014,  
23-2722)

FILED JUNE 24, 2024

After reviewing the record – including the supplemental information submitted by the parties – the Presiding Disciplinary Judge is willing to accept the pending Agreement for Discipline by Consent with one modification: that Respondent satisfy the \$5,486.60 judgment entered against her and in favor of her former client/complainant, Kimberly Igbinovia, within 90 days of entry of the Final Judgment and Order in these proceedings.

**IT IS ORDERED** that the parties advise whether they are agreeable to this modification of the consent agreement by July 9, 2024. If no such agreement is reported, the PDJ will issue an order rejecting the pending agreement.

**DATED** this 24<sup>th</sup> day of June, 2024.

Margaret H. Downie  
**Margaret H. Downie**  
**Presiding Disciplinary Judge**

Copy of the foregoing e-mailed  
this 24<sup>th</sup> day of June, 2024, to:

Sheree D. Wright  
[sheree@ibflaw.com](mailto:sheree@ibflaw.com)

Craig D Henley  
[LRO@staff.azbar.org](mailto:LRO@staff.azbar.org)

by: SHunt

Craig D. Henley, Bar No. 018801  
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Respondent

**BEFORE THE PRESIDING DISCIPLINARY JUDGE**

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

**SHEREE D. WRIGHT,**  
**Bar No. 035265,**

Respondent.

**PDJ 2024-9028**

**CONSENT AGREEMENT  
SUPPLEMENT**

[State Bar No. 22-1988, 22-2795, 23-  
0014, 23-2722]

Pursuant to this court's order dated April 22, 2024, the parties submit this supplemental information regarding the Consent Agreement dated April 3, 2024.

### **I. June 30, 2021 Motion to Continue (Paragraph 17 of the Agreement)**

As outlined in paragraphs 16 and 19 of the proposed Consent Agreement, Complainant Kimberly Igbinovia contacted Respondent's former messaging service to request that Respondent "cancel" the June 30<sup>th</sup> trial and reschedule the matter for mediation.

Further, Igbinovia called Respondent the next day to determine whether Respondent cancelled the trial as requested.

In her response to the screening investigation, Respondent consistently claimed that Igbinovia stated that she was experiencing a medical issue that would prevent or impair her ability to appear at trial. Accordingly, Respondent claims that her June 30<sup>th</sup> motion to continue was true.

The messaging service note merely reflects that Igbinovia was concerned that "they are not ready" and there are no billing records documenting the occurrence or substance of the conversation between Respondent and Igbinovia.

While Respondent's assistant was present in the room during the phone call, she was not a direct participant in the phone call. Respondent's assistant states that she and Respondent discussed the call shortly afterwards and she also understood

that Igbinovia was experiencing a medical issue which would prevent her trial appearance or participation.

Based on the irreconcilable versions of the telephone discussion and other factors, the State Bar does not believe that clear and convincing evidence exists to determine whether the accuracy of Respondent's motion to continue.

## **II. Causal Connection between Medical Records and Mitigating Factor**

Respondent was diagnosed with mental health issues in 2017 and has received psychiatric care since her diagnosis. *See* Exhibit A - A true and accurate copy of a letter from her treating psychiatric care provider, Luis Fong, DNP PMHNP Denova Integrated Collaborative Healthcare.

The parties therefore request that the PDJ find the requested mitigating factor of "personal or emotional problems" applicable and provide it with the weight determined by the PDJ.

## **III. Respondent's Probation Status at the Time of Misconduct**

On June 5, 2019, Respondent was licensed to practice law in the State of Arizona. The conditionally admitted misconduct outlined in the three-count Consent Agreement arguably occurred between 2021 and 2023.

On January 25, 2022, Respondent received an Admonition and placed on one year of probation in *In re: Sheree M. Wright*, SB21-1983 for violating Rule 41(b)(3) and (7), Ariz. R. Sup. Ct. and Rule 42, Ariz. R. Sup. Ct., ERs 3.1, 8.2(a) and 8.4(d). On January 23, 2023, Respondent completed all the terms of probation.

On November 16, 2022, the State Bar received Igbinoia's written bar charge against Respondent (Count One). The initial screening letter was sent to Respondent on November 21, 2022.

On December 30, 2022, the State Bar received Miranda's written bar charge against Respondent (Count Two). The initial screening letter was sent to Respondent on January 24, 2023.

On June 1, 2023, the State Bar filed a Notice of Successful Completion of Probation.

#### **IV. June 3, 2022 E-Mail (Igbinoia Objection)**

The State Bar received two copies of the June 3, 2022 e-mail; one from Respondent and one from Igbinoia. The copies were purportedly of the same e-mail but contained minor differences.

When asked to resolve the difference between the two, Respondent alleged that her computer had been compromised or hacked and her submitted e-mail must have been the product of the compromise or hack.

As part of the State Bar's investigation, Respondent submitted the following documents and information evidencing her investigation into the alleged computer compromise or hack, Respondent:

- Obtained an affidavit from Shamar Wright, her brother and certified computer technician regarding his inspection of her computer;
- Obtained assistance from a Google Workspace Support technician;
- Filed a police report documenting her concerns and beliefs; and
- Filed the Maricopa County Superior Court Injunction Against Harassment action (CV 2022-095309).

The State Bar does not believe that clear and convincing evidence to prove an ethical violation based solely on Respondent's submission of the June 3, 2022 e-mail.

#### **V. Injunction Against Harassment/Judgment (Count One)**

On June 5, 2023, the Maricopa County Superior Court issued an order dismissing Respondent's Injunction Against Workplace Harassment in CV 2022-

095309. The court also granted an attorney's fee award of \$5,486.60 against Respondent and in favor of Igbinovia.

On July 5, 2023, Respondent filed, but subsequently withdrew, an appeal of the court's order. She has recently filed a motion requesting relief from the judgment.

While the court award remains unpaid, Respondent submitted a claim regarding the judgment with her insurance carrier on March 21, 2024. The insurance claim is still under review as of the date of this filing.

## **VI. Conclusion**

Based on the provable conduct, and having provided the requested supplemental information, the parties request that the PDJ conclude that the negotiated Consent Agreement is sufficient to achieve the recognized purposes of the attorney discipline system and accept the Consent Agreement dated April 3, 2024.

**DATED** this 15<sup>th</sup> day of May 2024.

**STATE BAR OF ARIZONA**

*/s/ Craig D. Henley*

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Craig D. Henley

Senior Bar Counsel



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Sheree D. Wright  
Respondent

Original filed with the Disciplinary Clerk of  
the Office of the Presiding Disciplinary Judge  
of the Supreme Court of Arizona  
this 15<sup>th</sup> day of May, 2024.

Copy of the foregoing emailed  
this 15<sup>th</sup> day of May, 2024, to:

The Honorable Margaret H. Downie  
Presiding Disciplinary Judge  
Supreme Court of Arizona  
1501 West Washington Street, Suite 102  
Phoenix, Arizona 85007  
E-mail: [officepdj@courts.az.gov](mailto:officepdj@courts.az.gov)

Copy of the foregoing mailed/emailed  
this 15<sup>th</sup> day of May, 2024, to:

Sheree D. Wright  
IBF Law Group PLLC  
3101 N. Central Avenue, Suite 1250  
Phoenix, Arizona 85012-2670  
Email: [sheree@ibflaw.com](mailto:sheree@ibflaw.com)  
Respondent

Copy of the foregoing hand-delivered  
this 15<sup>th</sup> day of May, 2024, to:

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

by: /s/ Lori Palmer  
CDH/lp

**BEFORE THE PRESIDING DISCIPLINARY JUDGE**

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

**SHEREE D. WRIGHT,  
Bar No. 035265**

**Respondent.**

**PDJ 2024-9028**

**ORDER TO SUPPLEMENT  
CONSENT AGREEMENT**

[State Bar Nos. 22-1988, 22-2795, 23-  
0014, 23-2722]

**FILED APRIL 22, 2024**

The parties filed an Agreement for Discipline by Consent on April 3, 2024, pursuant to Rule 57(a), Ariz. R. Sup. Ct. An objection was filed by the Complainant in Count One – Kimberly Igbinovia. Before determining whether to accept the Agreement, the Presiding Disciplinary Judge requires additional information.

Paragraph 17 of the Agreement addresses Count One and states:

On June 30, 2021, Respondent filed a Motion to Continue requesting that the trial be reset by 30 days “for the purpose of [Igbinovia] having a medical emergency.”

The Agreement does not state whether the above-quoted representation to the court was true or false. Clarification of that point is required.

Additionally, the Agreement relies on the mitigating factor of “personal or emotional problems” and is accompanied by 62 pages of medical records filed under seal (primarily consisting of prescribed drugs and test results, with minimal narrative comments). Based on the current record, the PDJ cannot discern which medical conditions are relied on in mitigation or how such conditions have a causal connection to

the conditionally admitted misconduct. If this mitigating factor is to be accepted, additional information must be provided under seal.

Next, the parties should clarify whether Respondent was on probation from a prior disciplinary matter at the time of the conditionally admitted misconduct in each of the three counts. They shall further advise whether Respondent successfully completed probation and, if so, the date her probation was terminated.

The parties should also address the following allegation included in Complainant Igbinovia's objection to the Agreement:

I filed my initial complaint during September, 2022. On 11/7/2022, I received an email from the Intake Bar Counsel, Reid Potter informing me that my complaint was being dismissed. In the body of that email, Mr. Potter included and quoted an email in which Ms. Wright sent him which was deceptively written and dated 6/3/2022. Upon reading Mr. Potter's email on 11/7/22, I responded informing that I did not receive the quoted, descriptive email which was forwarded by Ms. Wright to Mr. Potter and in return, I forwarded the original, untampered, single lined email to Mr. Potter which is also dated 6/3/2022. Because of the differences between both emails, Mr. Potter did his due diligence and re-opened the bar complaint.

Finally, the parties should advise whether the superior court in fact dismissed the injunction against workplace harassment Respondent obtained against Ms. Igbinovia after an evidentiary hearing and whether Respondent has paid the judgment issued against her (and in favor of Ms. Igbinovia) in that proceeding.

**IT IS ORDERED** that the requested information be provided by May 17, 2024.

**DATED** this 22<sup>nd</sup> day of April, 2024.

Margaret H. Downie  
**Margaret H. Downie**  
**Presiding Disciplinary Judge**

Copy of the foregoing emailed  
this 22<sup>nd</sup> day of April, 2024, to:

Craig D. Henley  
[lro@staff.azbar.org](mailto:lro@staff.azbar.org)

Sheree D. Wright  
[sheree@ibflaw.com](mailto:sheree@ibflaw.com)

by: SHunt

Craig D. Henley, Bar No. 018801  
Senior Bar Counsel  
State Bar of Arizona  
4201 N. 24<sup>th</sup> Street, Suite 100  
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E-mail: sheree@ibflaw.com  
Respondent

**BEFORE THE PRESIDING DISCIPLINARY JUDGE**

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

**SHEREE D. WRIGHT  
Bar No. 035265**

Respondent.

**PDJ 2024- 9028**

**AGREEMENT FOR DISCIPLINE  
BY CONSENT**

State Bar File Nos. 22-1988,  
22-2795, 23-0014 and 23-2722

The State Bar of Arizona, and Respondent, Sheree D. Wright, who has chosen not to seek the assistance of counsel, 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 complainant(s) by e-mail on April 1, 2024. Complainant(s) 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 her conduct, as set forth below, violated:

Count One: Rule 42, Ariz. R. Sup. Ct., ERs 1.3, 1.4, 1.9(c)(2), 1.16(d) and 8.4(d);

Count Two: Rule 42, Ariz. R. Sup. Ct., ERs 1.3, 1.4, 1.5(b), 3.1, 3.2, 5.3(a) and 8.4(d); and

Count Three: Rule 42, Ariz. R. Sup. Ct. ERs 1.3 and 1.4.

Upon acceptance of this agreement, Respondent agrees to accept imposition of the following discipline: Reprimand with Probation.

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.<sup>1</sup>

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

## FACTS

### GENERAL ALLEGATIONS

1. On June 5, 2019, Respondent was licensed to practice law in the State of Arizona.

#### **COUNT ONE (File No. 22-1988/Igbinovia)**

2. In July 2020, Kimberly Igbinovia (aka Shaibu) hired Respondent to represent her in the Maricopa County Superior Court case of *Kimberly Shaibu v. Emmanuel Shaifu*, FN2020-003010.

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<sup>1</sup> 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.

### **March 25, 2021 Settlement Conference**

3. On December 15, 2020, the parties appeared for a Resolution Management Conference and were ordered the parties to participate in a settlement conference scheduled for March 25, 2021. The Court also set an April 29, 2021 trial date and ordered that the parties filed a Joint Pretrial Statement no later than 7 days before trial.

4. The Court contemporaneously issued a separate written order to appear at the March 25<sup>th</sup> settlement order before Judge *Pro Tempore* Ashley Donovan.

5. The written order required the parties to submit a detailed Settlement Conference Memorandum to Judge Donovan at least seven days prior to the settlement conference addressing eight specific issues including an avowal “[t]hat all discovery *necessary to engage in comprehensive settlement negotiations* has been completed and there are no outstanding discovery disputes” and “[t]hat counsel has met or otherwise conferred with the client prior to the conference regarding the Settlement Conference process”. [Emphasis in original]

6. The order also required that the parties submit a Joint Certification “confirming that all discovery *necessary to engage in comprehensive settlement*

*negotiations* is complete or that the parties and the Judge *Pro Tempore* have agreed upon a continued Settlement Conference date to allow for preparation completion...”. [*Emphasis in original*]

7. On March 23, 2021, the parties filed the Joint Certification.

8. While the opposing counsel submitted the Court-ordered Settlement Conference Memorandum, Respondent did not.

9. On March 24, 2021, the Settlement Officer vacated the settlement conference based on Respondent’s failure to submit the required Settlement Conference Memorandum.

10. Later that afternoon, Igbinovia sent Respondent a text message requesting the location of the March 25<sup>th</sup> settlement conference. Respondent did not respond to the text message that day.

11. On March 25, 2021, Respondent informed Igbinovia that the settlement conference had been cancelled.

12. While Respondent authorized the signing and filing of the required Joint Certification on March 23<sup>rd</sup>, Respondent explained her failure to file a motion to continue or notice to vacate the March 25<sup>th</sup> settlement conference by stating:

“...That’s a good question...I don’t know why I didn’t do that. If I look back now... at the time I was also a very new attorney, but if I were to do it now I would do it differently because I know that [Complainant] is the type of person who wants to destroy me anyway. So it’s like, if I had known then I would have been on my p’s and q’s and not followed what she was saying.”

#### **Communication Regarding the Trial Date**

13. On December 15, 2020, the Court initially scheduled an April 29, 2021 trial date but reschedule it to June 30, 2021, on the Court’s own motion.

14. Igbinovia states that she did not have any contact with Respondent after the March 25, 2021 settlement conference cancellation.

15. Igbinovia further states that she was not informed of the June 30<sup>th</sup> trial date until a day or two before the June 30<sup>th</sup> trial date and she did not believe that they were ready for trial.

16. Accordingly, Igbinovia left the following message (as taken and transcribed by Respondent’s former answering service, Money Penny) on June 29, 2021:

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**Money Penny - Kimberly Shaibu**

1 message

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**Money Penny** <message.return@money Penny.com>  
To: cheryl@ibflaw.com, sheree@ibflaw.com

Tue, Jun 29, 2021 at 9:25 AM

Dear

ATTN: Urgent

Kimberly Shaibu called in regards to her trial at 230PM and they are not ready, she is trying to find out if you could cancel the trial and reschedule the ADR mediation hearing.

Please could you call back on 773-495-2583

Money Penny

Date: 6/29/2021

Time: 09:24 MST

Caller Number: 7734952583

17. On June 30, 2021, Respondent filed a Motion to Continue requesting that the trial be reset by 30 days “for the purpose of [Igbinovia] having a medical emergency.”

18. Respondent’s billing records do not contain any entries reflecting communications between Respondent and Igbinovia during the January 2021 and September 2021 time frame.

19. Respondent’s case notes also do not reflect any substantive communications between Respondent and Igbinovia during the January 2021 and September 2021 time frame:

<p>☛ Communicate (other outside counsel) Negotiations</p>	PAID I-228	9/17/2021	0.2	\$275.00
<p>☛ Communicate (with client) Called, no answer.</p>	NOT BILLABLE	7/6/2021	0.2	\$0.00
<p>☛ Communicate (with client) Text</p>	NOT BILLABLE	6/30/2021	0.2	\$0.00
<p>☛ Communicate (with client) Text</p>	NOT BILLABLE	3/24/2021	0.2	\$0.00
<p>☛ Communicate (with client) Text</p>	NOT BILLABLE	2/26/2021	0.2	\$0.00
<p>☛ Communicate (other outside counsel)</p>	PAID I-228	1/6/2021	0.2	\$275.00

20. Respondent states that she relies upon her staff to provide clients notice of upcoming hearings and trial dates and that, most of Respondent's direct communications with clients typically occur by undocumented phone calls.

21. Later, Igbinovia e-mailed Respondent requesting an explanation of the case going to trial without mediation. Respondent failed to respond to the e-mail.

22. On July 1, 2021, the Court found good cause based on Respondent's motion to continue and reset the trial to September 22, 2021.

23. Respondent states her assistant notified Igbinovia of the new trial date over the phone. Igbinovia denies that she was notified of the new trial date.<sup>2</sup>

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<sup>2</sup> Respondent explains that generally her assistant was responsible for notifying clients of new court dates but failed to document the conversation.

24. On July 30, 2021, Respondent sent a text message to Igbinovia requesting that she schedule an appointment with Respondent's assistant.

25. Igbinovia responded informing her of some upcoming scheduling complications (dental appointments and travel out of the country) and asked if they had another court date coming up. Respondent did not respond.

26. Igbinovia states that she only became aware of the date after consulting with other prospective attorneys in August 2021.

#### **Drafting of the Decree**

27. On September 21, 2021, the parties filed a Notice of Settlement.

28. On September 22, 2021, the Court requested that the parties appear as Igbinovia contacted the Court directly and indicated that she did not agree with the proposed settlement.

29. When the Court cautioned Respondent not to reveal any confidential information in explaining the status of the case, Respondent explained that the parties had reached an agreement.

30. The Court vacated the trial date and placed the matter on the Inactive Calendar for dismissal on November 5, 2021, unless the parties took certain action,

such as entering a proper written consent decree. The Court later continued the case on the inactive calendar until February 28, 2022, by stipulation.

31. Between November 2<sup>nd</sup> and December 15<sup>th</sup> Igbinovia e-mailed Respondent regarding her dispute with the proposed percentages of responsibility regarding certain outstanding debts.

32. Shortly thereafter, Respondent attempted to negotiate the amount of Igbinovia's ex-husband's monthly payments.

33. On December 21, 2021, Igbinovia hired Arizona attorney Warren Heaton ("Warren") to assist finalizing the proposed Consent Decree explaining Respondent's and Warren's role as follows:

Hi Sheree,

Please be advised that I have hired Attorney Warren Heaton to assist with negotiating my divorce settlement. To help keep down my legal cost, we have agreed to keep you as the attorney on record; however, Attorney Warren will be communicating with Cliff going forward beginning next week (Last week of December, 2021). We plan to keep you in the loop of all decisions made.

Cliff,

Please be advised that Attorney Warren plans to reach out to you beginning from next week to discuss the divorce settlement.

Attorney Warren,

It was a pleasure meeting you this evening. As requested, attached is the initial petition filed by Sheree on my behalf last year. In addition, attached is a copy of a decree drafted by Cliff in which Sheree is aware of.

I've included everyone's contact information which is listed below.

Thanks in advance and Happy Holidays!

34. On January 24, 2022, Igbinovia e-mailed Respondent and told her that Warren had completed negotiations.

35. On February 8, 2022, the Decree was submitted to the Court signed by Warren.

36. On March 18, 2022, the Court issued a minute entry acknowledging receipt of the parties' proposed Decree but stated "the attorney who signed the proposed Decree as representing [Complainant] is not the counsel of record in the court file."

37. Accordingly, the Court ordered the parties to file proper notice with the Court to clarify the issue within 10 days or the Decree would be rejected.

38. On March 22, 2022, Igbinovia e-mailed Respondent asking "Can you help fix this issue before the decree is rejected? How much will it cost to file a proper notice?"

39. On March 24, 2022, Respondent e-mailed Complainant: "I believe the best thing to do here is for me to file it with my signature, which would require that I have a copy of the consent decree."

40. On March 29, 2022, Respondent physically provided the Court with a copy of the Decree, but the Court did not "file" or "docket" the Decree.

41. On April 1, 2022, Igbinovia e-mailed Respondent requesting to know whether the Decree had been filed and Respondent stated that it had.

42. Igbinovia followed up again about whether the Decree was filed indicating she had not heard back from Respondent. Respondent did not respond.

43. Respondent explained her failure to respond to Igbinovia as follows:

“I didn’t feel like I needed to respond to her as I wasn’t her attorney anymore. I did what I needed to do and I needed to get off of [Complainant’s] case. [Complainant] has made my life a living hell for two years. I’ve had to move offices and apartments and homes for [Complainant]. So, keeping away from [Complainant]... I was no longer her attorney. I did not want anything to do with her. When I filed that consent decree, it was me trying to protect myself and my safety and I just wanted her away from me. So, when I didn’t respond to her, I didn’t get anything from the court. It takes 48 hour for our firm... I am not a large law firm. I am one person. I am human. So when I responded to her e-mails it takes sometimes takes 48 hours... it is notice that every client has that it takes 48 hours for me to get back to you via e-mail.”

44. On May 9, 2022, Igbinovia e-mailed Respondent:

I called the clerk’s office this morning. I found out that the e-file that you submitted on 3/29/22 was rejected and per conversation with one of the clerks (I forgot to write down her name) you were notified of the rejection via email during the first week in April.

In any event, I was told that the following is needed:

1. File a motion to reinstate the dismal date (4/22/22). Two copies are needed. One copy goes to the clerk’s office on the 1st floor and the 2nd copy is to go to the 3rd floor.

2. In addition to the above, 3 copies of the consent decree and 2 self addressed envelopes will need to go to the 3rd floor.

45. On the same day, Igbinovia sent a text message to Respondent asking her to please check her e-mail. Respondent messaged Igbinovia “it’s already on the judges [sic] desk. [Court staff] confirmed last week.”

46. On May 4, 2022, the Court accepted the Decree.

47. On July 13, 2022, Igbinovia filed a *pro per* Petition to Enforce and other documents requesting that her name be changed and reimbursement for certain medical expense.

48. On July 15, 2022, the Court ordered that the parties “and counsel, if represented, appear in person and attend a conference...” on August 30, 2022.

49. On July 21, 2022, the Court issued the following minute entry:

REQUEST DENIED

The Court has received and reviewed Petitioner’s pleading entitled *Name Change Request*, filed on July 14, 2022. The Court deems this motion a Rule 83 motion to alter or amend a judgment. Normally such a motion must be filed within 25 days of entry of judgment. However, the Court finds that Rules 83(c)(1) and 4(b)(2)(B - C) would permit an extension of time and this motion would be deemed timely. Nevertheless, the motion fails to allege facts that qualify as grounds to permit the Court to alter or amend the judgment pursuant to Rule 83(a)(1)(A-H).

Further, A.R.S. § 25-325 only permits the family court to change a party’s name upon request “at any time **before** the signing of the decree of dissolution.” (emphasis added). Once a decree of dissolution is signed, the family court no longer has jurisdiction over the issue and a party must comply with A.R.S. § 12-601, et al.

Accordingly, because the final decree of dissolution was entered and there are no facts permitting this Court to amend or alter the judgment,

**IT IS ORDERED** denying Petitioner’s *Name Change Request*. Petitioner may wish to pursue such request in line with the civil law process.

50. While Respondent was endorsed on the minute entry as attorney of record, Igbinovia states that she only became aware of the Court ruling after calling the Court's staff.

51. On August 11, 2022, Respondent filed a Notice of Withdrawal as Counsel incorrectly stating that there were no pending hearings, trials, or other proceedings before the Court.

52. By minute entry dated August 29, 2022, the Court vacated the August 30<sup>th</sup> hearing and began identifying Igbinovia as a *pro per* litigant.

53. The parties continued litigating the remaining issues until the Court's issuance of a minute entry dated March 16, 2023.

54. On March 17, 2023, Respondent submitted a complaint to the Arizona State Board of Nursing alleging, in pertinent part, "...Kimberly has been the epitome of the 'red flag client' such that our law firm moved office locations twice due to security and safety concerns." Respondent also provided details regarding allegations and an ongoing a dispute between Igbinovia and Respondent about a certain e-mail dated June 3, 2022, during the representation.

55. In her response to the State Bar, Respondent states that she believed that Igbinovia's allegations against her qualified as a waiver of the attorney-client

privilege and did not fully understand the ethical ramifications of her obligation of confidentiality.

**COUNT TWO (File No. 22-1795/Miranda and 23-0014/Blasé)<sup>3</sup>**

1. Respondent was hired by Arizona Senator Catherine Miranda (“Client”) *pro bono* to represent her in a defamation suit against Cipriano Miranda (“Miranda”).

2. Client was a State Representative from 2010 to 2014 and a State Senator from 2014 to 2018. Miranda is the nephew of Client’s deceased husband.

3. Respondent did not provide Client with a writing comporting with Rule 42, Ariz. R. Sup. Ct., ER 1.5(b) and did not charge Client for the representation as they are very close friends.

4. On September 7, 2022, Respondent sent Miranda a cease-and-desist letter in anticipation of Client’s defamation lawsuit.

5. Former staff member, Vincenzo DiMaio, was the staff member responsible for drafting the cease-and-desist letter and, later, a Complaint initiating

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<sup>3</sup> Complainant Belinda DeeDee Garcia Blasé submitted a bar charge with the same allegations as Complainant Cipriano Miranda but was not involved in the underlying civil case and is not further referenced in the factual findings of this report.

the Maricopa County Superior Court case of *Catherine Miranda v. Cipriano Miranda*, CV2022-053014.

6. DiMaio was a visiting attorney from Italy working for Respondent between April 2021 and December 2022 through an exchange visitor visa.

7. On September 23, 2022, Respondent filed the complaint generally alleging that Miranda defamed Client through social media outlets and televised media platforms.

8. Under a section titled “First Cause of Action”, the Complaint included several subsections with caselaw on defamation related to public figures.

9. The complaint does not comply with Rule 10(b), Ariz. R. Civ. Pro. and is primarily an unnumbered recitation of the general elements of defamation and related caselaw.

10. Respondent contemporaneously filed an Application for Temporary Restraining Order, Preliminary Injunction, and Order to Show Cause, Without Notice generally alleging that:

- a. The Court should issue a Temporary Restraining Order (TRO) to prevent Miranda from “defamatory actions to any and all media outlets”, and

b. Miranda intended to publish an unspecified article on or about Monday, September 26. There were no details provided about the content of the alleged article or purported damages and merely stated that Client would “lose everything she has worked so hard for” and Client “is currently in the running for Senante [sic] and of [sic] Defendant continues to probe war against [Client] and defame her character with these false accusations, then she will ultimately lose her standing and position.”

11. On October 7, 2022, the Court held an Order to Show Cause Return Hearing identifying the following defects and constitutional concerns:

a. “In reviewing your application, I have to tell you I am very concerned. Number one, it’s defective in that it’s not verified and there is no declaration filed to accompany it. Number two, this is clearly going to implicate the First Amendment.”

b. “I am not going to grant a TRO based on what was filed. Number one, I do not think that the Application satisfies the requirement. Number two, I think that it would be a serious potential violation of

the First Amendment to chill speech, especially speech that considers political matters.”

12. The Court then ordered Respondent to file an Amended Application for Temporary Restraining Order and Preliminary Injunction on or before October 12, 2022. The Court also scheduled the parties to appear on October 21, 2022, to discuss the anticipated amended application.

13. The Client and case notes from the client file confirm that Client requested that Respondent withdraw the request for a TRO following the TRO hearing.

14. On October 17, 2022, Miranda filed his Answer, *pro per*. The Answer listed his defenses and denials and requested that the Court dismiss for failure to state a claim of relief.

15. Miranda also alleged that the complaint was copied verbatim from a legal article prepared by Robert D. Mitchell, an attorney at the Tiffany & Bosco law firm.

16. While Respondent admits that her Complaint contains the verbatim language of the Tiffany & Bosco article, Respondent claims that she relied on

DiMaio to perform the necessary research and prepare the Complaint which she then reviewed before filing.

17. Respondent also submitted a copy of a report dated September 21, 2022 from Copyleaks, a computer application that checks for plagiarism.

18. Respondent claims that, during the time applicable to this case, she “consistently utilizes” the application before filing documents in court but has since stopped using Copyleaks.

19. Respondent claims that her typical practice is to rely on the staff member preparing the document to run a report through Copyleaks and then verbally report to her the percentage provided and the number of results found.

20. Also on October 17, 2022, Miranda filed a *pro per* Motion to Dismiss.

21. On October 20, 2022, Respondent filed a Motion to Withdraw the TRO in accordance with the Client’s directive, but she did not file a response to the Motion to Dismiss.

22. During a State Bar interview, Client stated that she thought Respondent filed a Response to the Motion to Dismiss and denied that she ever abandoned the lawsuit as she has consistently wanted protection from Complainants’ political attacks – “even today”.

23. Client also stated that she believes that the Miranda “quit” his pursuit of the lawsuit by filing the Motion to Dismiss. Client also stated that she believes that lawsuit is still pending and that she could pursue some level of relief if the attacks continued in future elections.

24. On December 8, 2022, the Court dismissed the civil suit in its entirety stating, in pertinent part:

**Order Granting Motion to Dismiss, Entry of Dismissal Judgment**

The Court has considered Defendant’s Motion to Dismiss, and Supporting Memorandum filed on October 17, 2022. Plaintiff did not file a Response, which the Court deems as a consent to the granting of the Motion. Ariz. R. Civ. P. 7.1(b). The Court has reviewed the Motion and it provides a legal and factual basis for the relief requested.

**IT IS ORDERED** granting Defendant’s Motion to Dismiss, and Supporting Memorandum filed on October 17, 2022.

**IT IS FURTHER ORDERED** dismissing the Complaint for the failure to state a claim for relief in accordance with Rule 12(b)(6), Arizona Rules of Civil Procedure.

25. Respondent terminated DeMaio in December 2022.

**COUNT THREE (File No. 23-2722/Robinson)**

1. On or about September 19, 2022, Lissette Robinson hired Respondent to represent her in the Maricopa County Superior Court case of *John C. Robinson v. Lissette E. Robinson*, FC2013-070801.

2. On January 20, 2023, Respondent and the parties appeared at a Resolution Management Conference (RMC).

3. Following the brief hearing, the Court set the matter for dismissal on March 20, 2023, unless the parties filed a Decree, stipulation or other appropriate paperwork resolving the remaining issues.

4. On February 13, 2023, Respondent e-mailed Robinson and her assistant requesting that they coordinate a 30-minute discussion regarding the case and apologizing for the delayed communication claiming that she became ill following the RMC hearing. Respondent's assistant sent Robinson an e-mail that same day providing Robinson with her phone number.

5. Respondent's billing records confirm the February 13<sup>th</sup> e-mails to Robinson, and support Robinson's claim that she did not have any communication from Respondent or her law firm until receiving an e-mail dated April 17, 2023.

6. Respondents' written fee agreement for the representation contains certain "minimum" time and charge for certain identified activities regardless of the actual time spent for the activity. While most of the "minimum" charges are not facially unreasonable, Respondent charges a minimum of .5 hours for all "Court Document Preparation".

7. On April 16, 2023, Respondent filed a Motion to Continue on the Inactive Calendar substantively comprised of one five sentence paragraph.

8. In accordance with her “minimum” charges, Respondent charged Robinson \$450.00 for the Motion to Continue reflecting a purported 1.5 hours of legal services.

9. The motion was granted, and the case was continued on the inactive calendar until June 7, 2023.

10. On May 15, 2023, Respondent propounded certain Requests for Production and blank Affidavit of Financial Information (AFI) on the opposing party.

11. On June 6, 2023, Respondent filed Robinson’s AFI and provided the opposing party a copy along with Robinson’s financial documents.

12. That same day, Respondent also e-mailed the opposing party requesting the status of the outstanding Request for Production.

13. Later that month, the opposing party indicated that he was having trouble electronically sending the requested documents.

14. On July 5, 2023, the opposing party provided Respondent’s office with documents that were not responsive to the Request for Production.

15. After receiving an additional continuance on the inactive calendar, Respondent filed a Motion to Withdraw on August 22, 2023, citing “Arizona Rules of Professional Conduct, Rule 1.16(b)(1), (5), and (6)”.

16. At the time, Robinson prepaid fees were purportedly in arrears in the amount of \$1900.61.

### **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 because of coercion or intimidation. Respondent conditionally admits that she violated:

Count One: Rule 42, Ariz. R. Sup. Ct., ERs 1.3, 1.4, 1.9(c)(2), 1.16(d) and 8.4(d);

Count Two: Rule 42, Ariz. R. Sup. Ct., ERs 1.3, 1.4, 1.5(b), 3.1, 3.2, 5.3(a) and 8.4(d); and

Count Three: Rule 42, Ariz. R. Sup. Ct. ERs 1.3 and 1.4.

### **CONDITIONAL DISMISSALS**

The State Bar has not conditionally agreed to dismiss any of the bar charges.

### **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 sanctions are appropriate:

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

1. LOMAP (FULL ASSESSMENT): Respondent shall contact the State Bar Compliance Monitor at (602) 340-7258, within 10 days from the date this order is executed to schedule an initial Law Office Management Assistance Program (LOMAP) assessment meeting. Respondent shall then participate in the LOMAP assessment and shall complete all follow up deemed necessary by LOMAP, including any needed follow-up meetings throughout the period of participation. Respondent shall sign terms and conditions of participation, including reporting requirements, which shall be incorporated herein. Respondent will be responsible for any costs associated with LOMAP.

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. *Standard 1.3, In re Pappas*, 159 Ariz. 516, 768 P.2d 1161 (1988). 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 the appropriate *Standards* given the facts and circumstances of this matter:

Rule 42, Ariz. R. Sup. Ct., ER 1.3, 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 1.5:

*Standard 4.63*

Reprimand is generally appropriate when a lawyer negligently fails to provide a client with complete information, 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 1.9:

*Standard 4.33*

Reprimand is generally appropriate when a lawyer is negligent in determining whether the representation of a client may be materially affected by the lawyer's own interests, or whether the representation will adversely affect another client, and causes injury or potential injury to a client.

Rule 42, Ariz. R. Sup. Ct., ER 3.4(c) and 8.4(d):

*Standard 6.23*

Reprimand is generally appropriate when a lawyer negligently fails to comply with a court order or rule, and there is injury or potential injury to a client or a party, or interference or potential interference with a legal proceeding.

Rule 42, Ariz. R. Sup. Ct., ERs 1.16(d) and 5.3:

*Standard 7.3*

Reprimand is generally appropriate when a lawyer negligently 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.

Prior Discipline Orders

*Standard 8.3*

Reprimand is generally appropriate when a lawyer:

- (a) negligently violates the terms of a prior disciplinary order and such violation causes injury or potentially serious injury to a client, the public, the legal system, or the profession; or
- (b) has received an admonition for the same or similar misconduct, and intentionally or knowingly engages in further acts of misconduct that cause injury or potential injury to a client, the public, the legal system, or the profession.

**The duty violated**

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

**The lawyer's mental state**

As set forth above, Respondent negligently failed to act diligently, reasonably communicate with her clients, and engaged in conduct prejudicial to the

administration of justice in all three counts. Respondent also negligently failed to, among other things, timely comply with a court order and disclosed confidential information regarding her prior representation of a client in Count 1; and failed to obtain a writing documenting her representation in Count 2, all in violation of the cited Rules of Professional Conduct.

**The extent of the actual or potential injury**

There was actual and potential harm to the client, the legal system, and the public resulting from Respondent's violations of the cited ethical rules.

**Aggravating and mitigating circumstances**

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

**In aggravation:**

- a) 9.22(a) prior disciplinary offenses; and
- SB21-1983 - Respondent received an admonition and one year of probation for violating Rule 41(b)(3) and (7), Ariz. R. Sup. Ct. and Rule 42, Ariz. R. Sup. Ct., ERs 3.1, 8.2(a) and 8.4(d).
- b) 9.22(d) multiple offenses.

**In mitigation:**

- a) 9.32(c) personal or emotional problems (separately under seal); and
- b) 9.32(f) inexperience in the practice of law.

**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:

During the time of the underlying representations, Respondent was a recent lawyer of two-three years with personal and emotional issues (described more fully by the contemporaneously filed medical records). Similarly, Respondent admits that she did not have a complete understanding of the ethical implications of her obligation of confidentiality.

Also, two of the three representation involved contentious family law cases and Respondent has voluntarily stopped practicing in that arena.

Finally, Respondent attributes some of the misconduct to her use of inadequate computer technical software regarding communication, filings and billing.

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 1<sup>st</sup> day of April 2024.

**STATE BAR OF ARIZONA**

*/s/ Craig D. Henley*

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Craig D. Henley  
Senior Bar Counsel

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

**DATED** this 2nd day of April, 2024.



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Sheree D. Wright  
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 3rd day of April, 2024.

Copy of the foregoing e-mailed  
this 3<sup>rd</sup> day of April, 2024, to:

The Honorable Margaret H. Downie  
Presiding Disciplinary Judge  
Supreme Court of Arizona  
1501 West Washington Street, Suite 102  
Phoenix, Arizona 85007  
E-mail: [officepdj@courts.az.gov](mailto:officepdj@courts.az.gov)

Copy of the foregoing mailed/e-mailed  
this 3<sup>rd</sup> day of April, 2024, to:

Sheree D. Wright  
IBF Law Group PLLC  
3101 N. Central Avenue, Suite 1250  
Phoenix, Arizona 85012-2670  
E-mail: [sheree@ibflaw.com](mailto:sheree@ibflaw.com)  
Respondent

Copy of the foregoing hand-delivered  
this 3<sup>rd</sup> day of April, 2024, to:

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

by: Jackie Salazar  
CDH/js

**EXHIBIT A**

## Statement of Costs and Expenses

In the Matter of a Member of The State Bar of Arizona,  
Sheree D. Wright, Bar No. 035265, Respondent.

File Nos. 22-1988, 22-2795, 23-0014, and 23-2722

### 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

03/31/23	Computer investigation report (Accurint)	\$ 26.82
03/15/24	Deposition and Transcripts	\$ 285.00
Total for additional costs		<u>\$ 311.82</u>

TOTAL COSTS AND EXPENSES INCURRED \$1,511.82

**EXHIBIT B**

**BEFORE THE PRESIDING DISCIPLINARY JUDGE**

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

**SHEREE D. WRIGHT  
Bar No. 035265,**

**PDJ**

**FINAL JUDGMENT AND  
ORDER**

State Bar No. 22-1988, 22-2795, 23-  
0014 and 23-2722

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, Sheree D. Wright, is Reprimanded for her 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) LOMAP (FULL ASSESSMENT): Respondent shall contact the State Bar Compliance Monitor at (602) 340-7258, within 10 days from the date this

order is executed to schedule an initial Law Office Management Assistance Program (LOMAP) assessment meeting.

Respondent shall then participate in the LOMAP assessment and shall complete all follow up deemed necessary by LOMAP, including any needed follow-up meetings throughout the period of participation. Respondent shall sign terms and conditions of participation, including reporting requirements, which shall be incorporated herein. Respondent will be responsible for any costs associated with LOMAP.

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 April, 2024.

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**Margaret H. Downie,**  
**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 April, 2024.

Copies of the foregoing mailed/e-mailed  
this \_\_\_\_\_ day of April, 2024, to:

Sheree D. Wright  
IBF Law Group PLLC  
3101 N. Central Avenue, Suite 1250  
Phoenix, Arizona 85012-2670  
E-mail: sheree@ibflaw.com  
Respondent

Copy of the foregoing e-mailed/hand-delivered  
this \_\_\_\_\_ day of April, 2024, to:

Craig D Henley  
Senior Bar Counsel  
State Bar of Arizona  
4201 N. 24<sup>th</sup> Street, Suite 100  
Phoenix, Arizona 85016-6266  
E-mail: [LRO@staff.azbar.org](mailto:LRO@staff.azbar.org)

Copy of the foregoing hand-delivered  
this \_\_\_\_ day of April, 2024 to:

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

by: \_\_\_\_\_