BEFORE THE PRESIDING DISCIPLINARY JUDGE

IN THE MATTER OF A MEMBER OF THE STATE BAR OF ARIZONA, **CHRISTOPHER P. CORSO, Bar No. 022398** Respondent.	**PDJ-2015-9098** **FINAL JUDGMENT AND ORDER** [State Bar No. 14-1557, 14-2077, 14-2610, and 14-2946] **FILED OCTOBER 5, 2015**

The Presiding Disciplinary Judge of the Supreme Court of Arizona, having reviewed the Agreement for Discipline by Consent filed on September 2, 2015, under Rule 57(a), Ariz. R. Sup. Ct., accepts the parties' proposed agreement.

Accordingly:

IT IS HEREBY ORDERED Respondent, **Christopher P. Corso**, is reprimanded for his conduct in violation of the Arizona Rules of Professional Conduct, as outlined in the consent documents, effective the date of this Order.

IT IS FURTHER ORDERED Mr. Corso shall be placed on probation for a period of two (2) years, subject to early termination solely at the discretion of the State Bar if it is determined that Probation is no longer necessary.

IT IS FURTHER ORDERED Mr. Corso shall contact the State Bar Compliance Monitor at (602) 340-7258, within ten (10) days from this Order. Mr. Corso shall submit to a LOMAP examination of their office procedures. Mr. Corso shall sign terms and conditions of participation, including reporting requirements, which shall be

incorporated herein. The probation period shall be effective the date of this Order and shall conclude two (2) years from that date, subject to early termination solely at the discretion of the State Bar. Mr. Corso shall be responsible for any costs associated with LOMAP.

IT IS FURTHER ORDERED Mr. Corso shall initiate fee arbitration with clients in Count One through Count Four, within thirty (30) days from the date of this Order and shall timely pay any fee arbitration award.

IT IS FURTHER ORDERED Mr. Corso shall pay the costs and expenses of the State Bar of Arizona for $1,200.00, within thirty (30) days from the date of this Order. There are no costs or expenses incurred by the disciplinary clerk and/or Presiding Disciplinary Judge's Office in these disciplinary proceedings.

DATED this 5th day of October, 2015.

William J. O'Neil

William J. O'Neil, Presiding Disciplinary Judge

Copies of the foregoing mailed/emailed
this 5th day of October, 2015.

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by: MSmith

BEFORE THE PRESIDING DISCIPLINARY JUDGE

IN THE MATTER OF A MEMBER OF THE STATE BAR OF ARIZONA, **CHRISTOPHER P. CORSO, Bar No. 022398** Respondent.	**No. PDJ-2015-9098** **DECISION AND ORDER ACCEPTING AGREEMENT FOR DISCIPLINE BY CONSENT** [State Bar File Nos. 14-1557, 14-2077, 14-2610 and 14-2946] **FILED OCTOBER 5, 2015**

An Agreement for Discipline by Consent ("Agreement") was filed on September 2, 2015, and submitted under Rule 57(a)(3), of the Rules of the Arizona Supreme Court. A Probable Cause Order was filed on June 23, 2015, and the Agreement was reached before a formal complaint was filed. Upon filing such Agreement, the presiding disciplinary judge, "shall accept, reject or recommend modification of the agreement as appropriate."

Rule 57(a)(2) 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.

Under Rule 53(b)(3), complainant(s) were notified of this Agreement by letter on July 29, 2015, and given the opportunity to file any objections within five (5) business days. No objection was filed. The misconduct is briefly summarized.

In Count One, Mr. Corso conditionally admits to numerous trust account violations by comingling and converting client funds with his firm's operating account for an extended period. Mr. Corso was the *Corso and Rhude* managing partner who had exclusive responsibility for the firm's trust account. The client paid an earned fee upon receipt for the firm's representation related to potential criminal charges resulting from conduct associated with her husband's already charged conduct. The client gave Mr. Corso or his firm additional monies of $5,000 to be set aside in the trust account to be used to post bond should she be arrested on those potential charges. The client was arrested on Wednesday, May 8, 2013. On May 13, 2013, the client requested her bond of $2,500 be posted from the monies held in trust for that purpose. On Wednesday, May 15, 2013, the client signed an authorization to use trust account funds for posting bail. On May 23, 2013, the Court signed an order releasing the client on bond.

Subsequently, the client sought the assistance of the State Bar in determining why the remaining monies that were for the purpose of posting bond had not been returned to her. The firm maintained the client had directed her monies apply to her husband's account, which the client denied. By January 5, 2015 email, the firm's position was it had never transferred the client's funds from the trust account. An audit of the trust account demonstrated the monies were transferred on January 31, 2014. Those funds have since been returned to the client. However, the audit raised additional issues regarding handling the trust account as detailed in the Agreement.

The client also expressed a concern regarding the diligence of the firm in posting the bond for her release. The firm responded to the State Bar that time had been expended until the firm "identified a potential bail bond company and worked with that company to provide funds in an acceptable manner." When this was questioned by the client, the firm acknowledged it used no bail bond company.

Additionally, there was an issue of a conflict of interest surrounding the firm's representation of client and her husband, whom the client had previously hired the firm to represent. Mr. Corso asserted the husband and wife gave a verbal informed consent, there was no written waiver when the firm first learned of the potential conflict. At some point, it appears the wife was offered a plea deal that raised a "likely unwaivable" conflict of interest between the wife and husband. This was not explained to the complainant client and each client continued to be billed. The husband signed a written waiver nearly two months after the claimed verbal waiver. The wife never was presented with a written waiver. Despite the firm's notice of the potential conflict and likely unwaivable conflict, both husband and wife continued to be billed by the firm for matters that included case staffing and case plans, and for attorney appearances at hearings in husband's and wife's individual cases.

In Count Two, Mr. Corso's firm represented a client, who lived in Nevada, in a misdemeanor traffic matter. Associate Robert Gruler was assigned to the matter. Both the firm and client failed to appear for two hearings because the firm failed to review the court docket upon accepting representation and failed to notify the Court it deactivated two firm e-mail addresses previously provided to the Court, and therefore, the assigned firm attorneys did not receive notice and did not appear for scheduled hearings. After the second failure to appear, the court set a contempt

hearing. Mr. Corso, in a filed motion, blamed court staff for the firm's failure to appear and ultimately was admonished and fined by the Court. The Court noted it was not the responsibility of court staff to remind attorneys of hearing dates. Moreover, the court noted the firm's staff had called the court several times to check on pending motions related to the client's appearance. The firm provided the Court with a valid e-mail address to ensure receipt of future notices and minute entries.

In Count Three, Mr. Corso or the firm was hired by client's mother (Complainant) to represent client in a criminal matter in 2012 for a flat fee of $25,000.00. Associate Ryan Cummings was assigned to the matter. The client was arrested for a subsequent criminal matter in 2013, and the firm was retained for the new charges for a flat fee of $10,000.00. The client paid $2,000.00 towards the new charges. Thereafter, the client terminated the representation and the client's mother requested, on two occasions, an accounting and refund of unused fees. The firm maintained it did not receive the letters. After Complainant filed a bar complaint, the firm responded and invoices were provided with the first matter totaling $37,780.00 and $3,916.00 in the second matter. The invoices failed to differentiate between attorney and non-attorney work. The invoices were subsequently updated to reflect the distinction between attorney and non-attorney work and the total fees in both matters were greater than the flat fees collected by the firm.

In Count Four, the firm was hired in a criminal matter in March 2013. Associate James Palestini was initially assigned to the matter and then Robert Gruler. Both left the firm by March 2014. A trial date was set for May 8, 2014. The client was contacted on April 8, 2014, and told to arrive early to speak to his "new attorney."

The attorney arrived on the day of trial and said he had just received the case but could handle it.

The client requested a continuation from the judge to obtain better representation, which was granted. The trial was scheduled for September 11, 2014. The client requested a meeting with managing partner, Mr. Corso, but when the client appeared for the scheduled meeting, Mr. Corso was not present and instead another attorney appeared for the meeting. On the day of trial, associate Jeffrey Kegler appeared three minutes before trial. During trial and unbeknownst to the client, Kegler informed the Court he would call no witness in his client's defense. The client was found guilty of disorderly conduct based on an undisputed fact that the sheriff's office called the SWAT team to the scene caused by the client.

Mr. Corso conditionally admits violations of Rule 42, ERs 1.1 (competence), 1.3 (diligence), 1.4 (communication), 1.5 (fees), 1.7 (conflict of interest/current clients), 1.15(a) (safekeeping client property), 1.16(d) (terminating representation), 5.1(a) and (b) (responsibility of partners, managers and supervisory lawyers), 5.3(a) (responsibilities of a subordinate lawyer), 8.4(d) (conduct prejudicial to the administration of justice) and trust account Rules 43(a), 43(b)(1)(A) – (C), 43(b)(2)(A) - (D), 43(b)(5) and 43(d)(3).

The parties stipulate to a sanction of reprimand and two (2) years of probation with the State Bar's Law Office Management Program (LOMAP), subject to early termination, the initiation of fee arbitration in all counts within thirty (30) days, and the payment of costs within thirty (30) days. The parties agree that *Standard* 4.42, *Lack of Diligence*, of the American Bar Association's *Standards for Imposing Lawyer Sanctions* (*Standards*) applies to Mr. Corso's misconduct. Mr. Corso negligently

violated his duty to his clients, the profession, the legal system, and the public. His misconduct caused actual harm to his clients and the legal system and potential harm to the profession. Aggravating factors include: 9.22(c) (pattern of misconduct) and 9.22(d) multiple offenses. In mitigation is factor 9.32(e) full and free disclosure to disciplinary Board or cooperative attitude toward proceedings.

The Agreement recognizes that some of the transgressions arose from the actions of other lawyers at the firm, however, Mr. Corso admits he had supervisory authority and responsibility over those lawyers. Many of the firm's associates were recently admitted attorneys who had practiced less than one year. The firm Corso and Rhude dissolved in the spring of 2015. The Agreement acknowledges that Mr. Corso has since taken CLE classes in trust accounts and changed his current firm's hiring and operating practices, making this misconduct unlikely to reoccur.

Based on these conditional admissions, the PDJ agrees the proposed sanctions are within the range of reasonableness of a sanction and will fulfill the purposes of discipline.

Now Therefore,

IT IS ORDERED incorporating the Agreement and any supporting documents by this reference. The agreed upon sanctions are: reprimand and two (2) years of probation (LOMAP) effective the date of this Order. Mr. Corso shall also initiate fee arbitration, timely pay any arbitration award, and pay the costs and expenses of the disciplinary proceedings totaling $1,200.00, within thirty (30) days from this Order. These financial obligations shall bear interest at the statutory rate.

IT IS FURTHER ORDERED the Agreement is accepted. Costs as submitted are approved for $1,200.00, and shall be paid within thirty (30) days of the final judgment and order. Now therefore, a final judgment and order is signed this date.

Mr. Corso is reprimanded.

DATED this 5th day of October, 2015.

William J. O'Neil

William J. O'Neil, Presiding Disciplinary Judge

Copies of the foregoing mailed/emailed
this 5th day of October, 2015.

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BEFORE THE PRESIDING DISCIPLINARY JUDGE

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

CHRISTOPHER P. CORSO, Bar No. 022398

Respondent.

PDJ 2015 - 9089

State Bar File Nos. [14-1557, 14-2077, 14-2610, and 14-2946]

AGREEMENT FOR DISCIPLINE BY CONSENT

The State Bar of Arizona, through undersigned Bar Counsel, and Respondent, Christopher P. Corso, who is represented in this matter by counsel, Russell Yurk, hereby submit their Agreement for Discipline by Consent, pursuant to Rule 57(a), Ariz. R. Sup. Ct. A probable cause order was entered on June 23, 2015, but no formal complaint has been filed 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 letter on July 29, 2015. 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. No objection has been received.

Respondent conditionally admits that his conduct, as set forth below, violated Rule 42, ERs 1.1, 1.3, 1.4, 1.5, 1.7, 1.15(a), 1.16(d), 5.1(a), 5.1(b), 5.3(a) and Rules 43(a), 43(b)(1)(A), 43(b)(1)(B), 43(b)(1)(C), 43(b)(2)(A), 43(b)(2)(B), 43(b)(2)(C), 43(b)(2)(D), 43(b)(5), and 43(d)(3). Upon acceptance of this agreement, Respondent agrees to accept imposition of the following discipline: Reprimand with two years' probation, subject to early termination solely at the discretion of the State Bar, and to initiate fee arbitration in all counts. Respondent also agrees to pay the costs and expenses of the disciplinary proceeding, within 30 days from the date of this order, and 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.

FACTS

GENERAL ALLEGATIONS

1. Respondent was licensed to practice law in Arizona on December 16, 2003. At all times relevant, he was a managing partner in the law firm of Corso and Rhude ("the firm") with exclusive responsibility for the firm's trust account.

[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.

COUNT ONE (File no. 14-1557/«MAT_CmpInnt_Last»)

2. On April 24, 2013, Bernice Hoefer ("Bernice") hired the firm to represent her husband on charges of sexual conduct with a minor. Bernice signed an earned upon receipt flat fee agreement for pretrial work for $12,000. $9,000 of the fee was paid up-front and a $3,000 balance remained. The fee agreement indicated that, in the event of early termination, legal fees would be charged at $350/hr.

3. Two days later, on April 26, 2013, Bernice retained the firm on potential criminal charges she faced for failing to report her husband's alleged conduct. The fee agreement in that matter was for an earned upon receipt flat fee of $10,000 for all pretrial work. Bernice paid the full amount in cash. The firm assigned associate Ryan Cummings to Bernice's husband's case.

Trust Account Violations

4. At the start of her representation, Bernice provided the firm with an additional $5,000 to be placed in the firm's trust account. The money was to be used to post her bond in the event that she was arrested for her failure to report her husband's conduct.

5. Bernice was later arrested and $2,500 of the trust money was used by the firm for payment of her bond. In late 2014, when she had not received a refund of the unused $2,500 set aside for bond money, Bernice asked the Bar to inquire as to the status of the funds.

6. On December 23, 2014, the firm, in writing, indicated to the Bar that, during the representation, Bernice had directed the firm to use the remaining $2,500

as partial payment for her husband's unpaid balance. Bernice denies that she gave that direction.

7. On January 5, 2015, the firm, through counsel, further indicated to the Bar that, at some point, Bernice verbally authorized the firm to apply the remaining $2,500 to her husband's flat fee with the understanding that her husband's account would be deemed paid in full. In the same email, the firm's counsel stated: "For unknown reasons Corso & Rhude never transferred the $2,500 from Bernice Hoefer's trust account" and "the balance will remain in the trust account pending this investigation." The firm also indicated that the invoice for Bernice's husband's account remains open with a $3,000 balance.

8. On January 26, 2015, bar counsel requested a copy of the firm's bank records and trust account ledger for Bernice Hoefer. The following day, the firm amended its position concerning the funds stating:

> During an end-of-year reconciliation, Corso & Rhude recently discovered that the $2,500 trust account balance for Bernice Hoefer was transferred to the operating account by the office manager on January 31, 2014 on the understanding that the case was concluded and because a balance remained on her account. However, as we previously advised, the $2,500 transfer was not applied to Bernice Hoefer's account (or any account) and was not distributed. It remains in the operating account.

9. Following receipt of the email, Bar Counsel requested that the trust account examiner perform a review of the firm's trust account records.

10. On January 28, 2015, the firm, through counsel, notified Bar Counsel that they intended to transfer the $2,500 back into the trust account. Bar Counsel advised that it had no objection to the intended transfer.

11. The trust account review uncovered the following concerning Bernice's case:

a. On or about April 29, 2013, $15,000 was deposited into Bank of America IOLTA 8711.

b. On or about April 30, 2013, $10,000 was disbursed for earned fees into business account 5297.

c. On or about May 16, 2013, $2,500 was withdrawn as cash from IOLTA 8711 for payment of the bond.

d. On or about June 21, 2013, IOLTA 8711 was closed by withdrawal/cashier's check, payable to the firm, for the entire account balance in the amount of $36,482.06. These funds were then deposited on the same day into IOLTA 542.

e. On or about January 31, 2014, $2,500 was transferred online from IOLTA 542 as earned fees into business account 472.

f. On January 28, 2015, $2,500 was transferred from business account 472 into IOLTA 542.

12. At the Bar's direction, the law firm returned Bernice's $2,500 trust account balance to her by mail on April 6, 2015.

13. In carrying out the above transactions, the firm potentially commingled client funds for approximately one year. If Bernice is correct that she did not authorize use of her $2,500 trust account balance to pay the balance due on her husband's account, then that $2,500 balance was due as a refund, but instead, the funds were transferred from IOLTA 542 to Business 472 as earned fees. If the law firm is correct that Bernice authorized the $2,500 trust account deposit balance to pay the balance due on her husband's account then the funds were not comingled. In addition, if those

funds should have been held on deposit in Business 472, the account balance fell below $2,500, indicating conversion of client funds on the following occasions:

a. On July 23, 2014, when the balance was $2,030,45
b. On July 31, 2014, when the balance was $2,391.21
c. On December 30, 2014, when the balance was $129.91

14. During the trust account examiner's investigation, the following additional issues were brought to light:

a. In carrying out online transfers from Business 5927 to IOLTA 8711 from April 1, 2013 through June 21, 2013, the firm deposited funds received by credit card that were intended to be held in trust into the business account because only the business account was capable of receiving credit card deposits and then immediately transferred those funds into the trust account. In doing so, the firm potentially commingled unearned client funds in the operating account, but only momentarily, for an indeterminate number of clients. Respondent's position is that he contacted the State Bar ethics hotline in 2007 and received authorization to handle credit card transactions in the manner described.

b. Regarding two online transfers from Business 472 to IOLTA 542 during January 2015 and six online transfers during June 2013, the firm deposited money into the operating account and then immediately transferred the amounts into the trust account. In doing so, the firm potentially commingled unearned client funds in the operating account, but only momentarily, during this period of time for an indeterminate number of clients.

c. Bernice's individual client ledger does not include the unexpended balance after each transaction. However, the firm has explained to the State Bar that reports printed by the firm at any given time would include a balance as of the last transaction. Respondent acknowledges that this, however, falls short of what Rule 43 requires.

d. Limitations on the software used by the firm limited the firm's ability to print trust account individual client ledgers for the period of review for the Bank of America and Arizona Bank & Trust IOLTAs.

e. The firm produced trust account bank statements with handwritten reconciliation notations in lieu of a separate internal trust account general ledger for the period of review for the Bank of America and Arizona Bank & Trust IOLTAs.

f. The firm produced receipts for Terry Hoefer's $5,000 deposit, but was unable to produce a copy of the duplicate deposit record for that transaction.

g. The firm produced trust account bank statements with handwritten reconciliation notations, but, due to software limitations, was unable to print monthly reconciliations for previous months, including the period of review, for the Bank of America and Arizona Bank & Trust IOLTAs.

h. The firm disbursed from IOLTA 8711 on May 16, 2013 by teller cash withdrawal and not by pre-numbered check or electronic transfer.

i. The firm routinely disbursed from the IOLTA 8711 by online transfer during the period of review for credit card transactions that were momentarily deposited in the operating account and did not maintain the records for such disbursements.

j. The firm failed to provide a complete copy of the bank account statement(s) into which client Terry Hoefer payments totaling $9,000 were deposited, along with copies of the deposit slips or teller receipts, asserting that there were initially two credit card payments of $2,040.00 (includes $40 for transaction costs) made on April 24, 2013. An additional cash payment of $5,000.00 was made on April 25, 2013. Therefore, the total amount paid on client Terry Hoefer's account was $9,000.00, all of which was considered earned upon receipt. This left a balance [due] of $3,000.00 on client Terry Hoefer's account. The firm does not have any record of a subsequent $3,000.00 payment made on this account. Instead, Corso & Rhude attached credit card transaction records for the two $2,040.00 credit card payments and a cash payment receipt for $5,000.00 reflecting these payments. Although the firm produced a receipt for the $5,000 cash payment, it could not locate a bank account deposit slip for that deposit.

15. In addition to her concerns regarding the firm's handling of her payments, Bernice complained in her bar charge that she remained in jail for an excessive period of time after providing the firm with money to cover her bond. The firm, through counsel, responded as follows:

> Ms. Hoefer was originally detained on Wednesday, May 8, 2013. On Monday, May 13, 2013, five days after being detained, Ms. Hoefer requested that Corso & Rhude post bail from her trust account funds. On Wednesday, May 15,

> 2013, Ms. Hoefer signed an authorization to use trust account funds for posting bail. Over the next few days, Corso & Rhude identified a potential bail bond company and worked with that company to provide funds in an acceptable manner. Bond ultimately was posted three business days later, on Monday, May 20, 2013. The Court signed a release order on Thursday, May 23, 2013. Although my clients sympathize with Ms. Hoefer for having to spend 7-8 days in jail, the time between when Ms. Hoefer authorized use of trust account funds for her bail and the ultimate date of her release is not uncommon in my clients' experience.

16. When apprised of the firm's position, Bernice indicated that she was unaware that a bail bond company had been used.

17. The Bar then asked the firm for the name of the bail bond company referenced in in the firm's response. In response, the firm explained that its original response stated only that a Bail Bond company had been considered, but ultimately had not been used:

> Corso & Rhude posted a cash bond for Bernice Hoefer. They originally contacted bail bond companies, but certain terms they attempted to impose were unacceptable. Corso & Rhude then contacted the court and verified that they could post a cash bond. At that point, Corso & Rhude received Ms. Hoefer's written consent to use trust account funds for the cash bond and they posted the cash bond with the Sherriff's Office. Ms. Hoefer was released only a few days later, which in my clients' experience is faster than normal.

Conflict of Interest

18. On May 7, 2013, a firm attorney called the ethics hotline and left a voicemail concerning the potential conflict of interest related to the representation of both husband and wife. The call was returned on May 9, 2013, and the firm was informed that representation of both husband and wife was permissible if the clients' interests were aligned and informed consent was obtained.

19. On May 14, 2013, firm associate Robert Gruler filed a notice of appearance for Bernice. Gruler had been admitted to the State Bar on January 15, 2013, four months earlier, but had worked as an intern at the firm through his three years in law school. Bernice has indicated that she was surprised Gruler was assigned to her case because she left her initial meeting with John Rhude, believing that he would be handling her case, "not a first year attorney."

20. The firm's policy and practice was to assign supervising attorneys to associates and conduct weekly case management meetings. The firm explained that Gruler was supervised by managing attorney Courtney Boyd, a former prosecutor. Weekly case management meetings included not only Boyd, but also Respondents Christopher Corso and John Rhude, both of whom are former Deputy County Attorneys for the Maricopa County Attorney's Office.

21. Although the firm's position is that Bernice's husband provided verbal informed consent to the joint representation shortly after May 9, 2013, he did not sign a written waiver until July 2, 2013.

22. Although the firm's position is that Bernice provided verbal informed consent to the joint representation shortly after May 9, 2013, she was never presented with a written waiver.

23. On October 7, 2013, the prosecutor, who had been assigned to prosecute both cases, emailed attorney Robert Gruler and stated, "I think Bernice Hoefer's plea would at a minimum include a stipulated FB [factual basis] about her knowledge of her husband's conduct." The email created a likely unwaivable conflict of interest.

24. On October 11, 2013, an attorney for the firm attended a pretrial conference in Bernice's husband's case and billed 1.5 hours.

25. On October 15, 2013, in Bernice's case, a staffing meeting attended by both Respondent and Rhude took place regarding a case management hearing that had taken place on October 2, 2013. The meeting was billed at .5 hours.

26. On October 22, 2013, in Bernice's husband's case, an attorney staffing with Respondent and Rhude took place and was billed at .3 hours.

27. On October 29, 2013, a staffing took place in Bernice's husband's case with Rhude and Respondent regarding "case plan." The meeting was billed at .4 hours.

28. On October 30, 2013, in Bernice's case, the firm billed 2 hours for attending a pretrial conference.

29. On October 30, 2013, an attorney for the firm contacted the ethics hotline to inquire whether withdrawal was necessary in light of the prosecutor's email. A State Bar employee returned the call on November 4, 2013, indicating that the situation presented an unwaivable conflict of interest and would require the firm to withdraw from representing both clients. The firm billed 1 hour for the phone calls with the State Bar.

30. On November 4, 2013, Rhude and Respondent met to discuss "possible conflict and result of communication with State Bar prior to attorney staffing." The meeting was billed at .5 hours.

31. On November 5, 2013, Respondent and Rhude met regarding the conflict and possibly withdrawing from the matter. The meeting was billed at .5 hours.

32. Billing records indicate that on November 6, 2013, a firm attorney spent .5 hours reviewing the case.

33. The same day, November 6, 2013, associate Ryan Cummings met with Bernice's husband and explained the conflict and the need for the firm to withdraw.

34. On November 7, 2013 an associate attorney billed 2.5 hours for an appearance at a case management conference in Bernice's husband's case at which he orally moved to withdraw based upon the conflict.

35. Respondent's position is that the firm made no representations between October 7, 2013 and November 7, 2013 where the interests of Bernice and her husband were not aligned.

36. On November 12, 2013, an attorney for the firm billed 1.5 hours for attending a status conference in Bernice's case. During the hearing, the court granted the firm's motion to withdraw from the case and appointed new counsel.

37. The firm has provided an accounting to the bar indicating that in Bernice's husband's case, the firm billed 44.9 lawyer hours at $350/hr and 2.4 paralegal hours at $95/hr. The firm's billing amounted to $15,917.50.

38. The Firm's accounting in Bernice's case amounts to $13,948.

Rule Violations

39. In Count One, Respondent conditionally admits to violating ERs 1.1, 1.3, 1.4, 1.5, 1.7, 1.15(a), 1.16(d), 5.1(a), 5.1(b), 5.3(a) and Rule 43(a), 43(b)(1)(A), 43(b)(1)(B), 43(b)(1)(C), 43(b)(2)(A), 43(b)(2)(B), 43(b)(2)(C), 43(b)(2)(D), 43(b)(5) and 43(d)(3).

COUNT TWO (File no. 14-2077 Judicial Referral)

40. On March 3, 2014, the firm was hired by client Yasmin Norman, a Nevada resident, after she was charged with a misdemeanor following her failure to appear for a hearing related to a criminal traffic ticket in Seligman Justice Court.

41. Associate Robert Gruler was assigned to the case.

42. On March 5, 2014, the firm filed a Notice of Appearance/Motion to Waive Defendant's Presence and Set Telephonic Pretrial Conference and a Motion to Quash Arrest Warrant.

43. On April 2, 2014, the Court denied the Motion to Quash Arrest Warrant.

44. On April 4, 2014, the firm and client failed to appear for a telephonic status conference that had been set prior to the beginning of the representation. This resulted because the firm had failed to review the court docket upon taking on the case.

45. On April 8, 2014, the firm learned that the Court had denied the Motion to Quash when firm staff called the Court. During this call, Court staff stated that no hearing date had been set and that the Court had not yet ruled on the Motion to Waive Defendant's Presence and Set Telephonic Pretrial Conference. Firm staff called the Court again on April 10, 11, and 15 to ask whether the Court had ruled on the Motion to Waive Defendant's Presence and Set Telephonic Pretrial Conference. On April 15, 2014, Court staff advised that the Court had not yet ruled on the pending motion, and also stated that the Court had issued an Order to Show Cause because Defendant had

not appeared for the April 4, 2014 hearing. Firm staff advised the Court that they had not been aware of the hearing and requested that the Court reset the hearing.

46. As a result, the Court set an April 28, 2014, hearing requiring both the client and an attorney from the firm to appear telephonically to show cause as to why sanctions should not be imposed. The firm, however, failed to appear for that hearing because it did not receive actual notice. This occurred because the firm had not notified the Court that it had deactivated two email addresses that it had previously provided to the Court.

47. The firm appeared before Judge Kulp for three other matters on April 28, 2014, but was unware that the Court had set the Order to Show Cause hearing. Neither the Court nor Court staff referenced any other hearing during those appearances.

48. On April 30, 2014, firm staff again called the Court regarding the status of the pending Motion to Waive Defendant's Presence and Set Telephonic Pretrial Conference and their April 15, 2014 request to reset the hearing on an Order to Show Cause. Judge Kulp's clerk advised that the firm and Defendant had failed to appear for the Order to Show Cause hearing. It is at this point that Judge Kulp's clerk explained that the Court had been emailing notices to the email addresses the firm had deactivated. The firm subsequently activated one of those email addresses to ensure receipt of future notices.

49. On May 9, 2014, the Court issued an order setting a contempt hearing for June 11, 2014, requiring the client and either Respondent or Rhude to appear in person.

50. The firm filed a Motion to Vacate Contempt Order on May 30, 2014. The firm's motion, drafted and signed by Respondent, argued that during phone calls with the court "Counsel was not informed by any of the staff at the Court that an appearance was also required in relation to an Order to Show Cause for the matter pending against Ms. Norman." In later addressing this argument on the record, the Court admonished Respondent and Rhude that it is not Court staff's responsibility to remind attorneys of hearing dates.

51. John Rhude appeared for the June 11, 2014, contempt hearing. The client did not. According to Respondent, the client, a Nevada resident, told the firm that she could not attend the hearing in person because of employment and familial obligations.

52. The Court voiced concern that Respondent's motion blamed court staff for its failures and noted on the record: "The problems aren't going away and that's a concern."

53. During the same hearing, the Court pointed out that a firm associate, William Parven had previously called court staff four times to find the phone number for the State in advance of a status conference, even though the number was listed in the order. Parven had been admitted to practice a few months earlier on January 24, 2014.

54. The Court waived the $250 fine with respect to Rhude, but not with respect to Respondent.

55. A plea agreement was signed by the State on June 25, 2014 and provided to the firm.

56. On June 27, 2014, the firm mailed a copy of the plea agreement along with instructions to the client.

57. The Court scheduled a contempt hearing for the client to occur on August 13, 2014.

58. On August 13, 2014, the client appeared with an associate for the firm named Jeffrey Kegler, who had been admitted to practice on January 24, 2013.

59. The Court also inquired as to whether the client had been advised of the June 11, 2014, hearing prior to June 5, 2014. The client indicated that the firm told her that the Court had not gotten back to it concerning whether she needed to appear at the hearing. She indicated that the firm told her it would appear for her and let the Court know that she could not be present. The client also indicated that she was given the impression that it was not imperative to appear.

60. The client indicated that she had never been informed by the firm that she could appear telephonically for the hearings that preceded the June 11, 2014, contempt hearing. Respondent's position is that the firm did not inform the client that she could appear telephonically because it did not have actual notice of the hearings as a result of failing to obtain or receive relevant minute entries.

61. When the Court attempted to have the State and the defendant discuss a possible plea agreement, Kegler informed the Court that he did not have a copy of the plea agreement. He stated, "I was not provided with one, I apologize. It was my firm's bad, I just started there." The Court responded, "And now we are sitting here today with a client who has come all the way from Las Vegas with children, a job, a hardship, and no file, no original plea agreement."

62. The Court took a recess to allow Mr. Kegler to go over the plea agreement with the client and the client signed the agreement.

Rule Violations

63. In Count Two, Respondent conditionally admits to violating ERs 1.1, 1.3, 1.4, 1.5, 5.1(a), 5.1(b), 5.3(a), and 8.4(d).

COUNT THREE (File no 14-2610/Swarm)

64. In March of 2012, Complainant Mary Swarm's daughter, Holly Kast, was arrested and charged with manslaughter as a result of an auto accident that took place while she was under the influence of alcohol.

65. Kast's mother hired the firm to represent her daughter, and paid a flat fee of $25,000. Firm associate Ryan Cummings entered his appearance for Kast on March 25, 2012. At the time he had been practicing law for approximately 9 months, having been admitted to the State Bar in June of 2011. Cummings had been the initial contact for Kast as he had specifically been recommended to Kast by a friend.

66. In June of 2013, Kast was arrested for a second DUI accident involving her children and another vehicle with children in it. She retained the firm on the new charges and paid $2,000 on a $10,000 flat fee in the new matter.

67. In August of 2013, Kast terminated the representation.

68. On November 12, 2013, Kast's mother wrote a letter to the firm requesting a detailed billing statement and a refund of unused money within 7 days. The firm alleges that they never received the letter.

69. When the firm failed to respond to the letter, on December 17, 2013, Kast's mother sent the firm a certified letter renewing the request for a detailed billing statement and a refund of unused money. When the firm failed to respond, she filed the subject bar charge. The firm alleges that it never received the certified letter, and that it was signed by an individual unknown to the firm. The address on the certified mail receipt was inaccurate with respect to the final four digits of a nine digit zip code.

70. After the bar charge was submitted, the firm provided Kast's mother with billing records in the two cases. The invoice for the first case totaled $31,780. Hourly rates included in the draft billing record did not differentiate between work performed by lawyers and work performed by non-lawyers.

71. The billing record for the second matter totaled $3,916. Hourly rates included in the draft billing record did not differentiate between work performed by lawyers and work performed by non-lawyers.

72. The firm later provided the State Bar with billing records in both matters differentiating between attorney and non-attorney work. The total in both matters was greater than the flat fee collected in the matters.

Rule Violations

73. In Count Three, Respondent conditionally admits to violating ER 1.5.

COUNT FOUR (File no. 14-2946 Browning)

74. Complainant Danny Browning was arrested in March of 2013 and charged with disorderly conduct and resisting arrest. On March 6, 2013, he hired the firm to represent him. Browning paid $4,000 for the representation.

75. The firm assigned James Palestini, a firm associate, to represent Browning. Palestini had been admitted to practice approximately four months earlier in November of 2012. Palestini was supervised by managing attorney, Courtney Boyd.

76. In February of 2014, Browning was contacted by the firm and told that Palestini no longer worked for the firm, and that Browning could either continue with Palestini as his lawyer at a new firm, remain with the firm, or seek representation by another lawyer. Browning elected to stay with the firm and attorney Robert Gruler was assigned to represent him.

77. Gruler left the firm the following month.

78. On April 8, 2014, Browning received a call informing him of a trial date of May 8, 2014, and informing him that one of the owners of the firm would represent him.

79. Browning's matter was set for trial in May of 2014. Shortly before trial, Browning was contacted by a firm staff member and told to arrive early to speak to his "new attorney."

80. On the day of trial, an attorney Browning had never met showed up a few minutes before court and informed him that he had just received the case, but was capable of handling it. Browning told him that he was unhappy with being assigned to an attorney he had never met and requested that the judge grant him additional time to retain "better representation." The trial was continued until September 11, 2014.

81. The day that the continuance was granted, Browning called the firm and scheduled a meeting with Respondent.

82. When he appeared for the meeting, Respondent was not present. Instead, an attorney Browning had never met appeared and told him that he thought he could get the case thrown out on First Amendment grounds.

83. On July 30, 2014 Browning got a call from the firm telling him that all charges had been dropped after the court granted the firm's Motion to Dismiss. Browning later received a call from the firm indicating that the Court had misidentified the case and that the Motion to Dismiss had not been granted.

84. On September 11, 2014, the day of trial, Respondent was met at the court house by an associate of the firm, Jeffrey Kegler, whom he had talked to on several occasions, but had never met in person. Kegler had been admitted to practice

on January 24, 2014, less than eight months earlier. When Kegler informed Browning that he was his lawyer, Browning made a comment about how it would have been nice to meet before trial.

85. The firm's position is that it was unable to meet personally with Browning because Browning was working out of State prior to the trial.

86. Kegler arrived at Court early to meet Browning before trial, but Browning chose to remain outside the courthouse until three minutes before trial.

87. According to Browning he was frustrated and surprised when, during trial, Kegler indicated to the Court that he was not going to call any witnesses in Browning's defense. Mr. Kegler has testified by affidavit that he advised Browning to not testify because it would likely be more harmful than helpful to his case and Browning agreed to not testify. Kegler, after consultation and advice from the firm's managing attorneys, chose to not call any witnesses in Browning's defense.

88. Kegler defended the charges against Browning through cross examination of the State's witnesses, eliciting evidence of bias and inconsistency, and through closing argument.

89. Browning was found guilty of disorderly conduct because of an undisputed fact – that Maricopa County Sheriff's Officers called a SWAT team to the scene of the disturbance caused by Browning.

Rule violations

90. In Count Four, Respondent conditionally admits to violationing ERs 1.1, 1.3, 1.4, 5.1(a) and 5.1(b).

CONDITIONAL ADMISSIONS

Respondent's admissions are being tendered conditionally in exchange for the form of discipline stated below and are submitted freely and voluntarily and not as a result of coercion or intimidation.

RESTITUTION

Respondent will initiate fee arbitration with the clients in all four of the above referenced counts within 30 days of the effective date of the Judgment and Order in this matter. Respondent will also timely pay any fee arbitration award entered against him or against the firm.

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 and two years of probation to LOMAP.

PROBATION (LOMAP)

Respondent shall contact the State Bar Compliance Monitor at (602) 340-7258, within 10 days from the date of service of this Agreement. Respondent shall submit to a LOMAP examination of his office procedures. Respondent shall sign terms and conditions of participation, including reporting requirements, which shall be incorporated herein. The probation period will begin at the time this agreement is served on Respondent and will conclude two years from that date, subject to early termination solely at the discretion of the State Bar. Respondent will be responsible for any costs associated with LOMAP.

If Respondent violates any of the terms of this agreement, further disciplinary proceedings may be brought.

NON-COMPLIANCE LANGUAGE

In the event that Respondent fails to comply with any of the foregoing probation terms, and information thereof, is received by the State Bar of Arizona, 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 a term of probation has been breached and, if so, to recommend an appropriate sanction. If there is an allegation 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.

LEGAL GROUNDS IN SUPPORT OF SANCTION

In determining an appropriate sanction, the parties consulted the American Bar Association's *Standards for Imposing Lawyer Sanctions (Standards)* pursuant to Rule 57(a)(2)(E). The *Standards* are designed to promote consistency in the imposition of sanctions by identifying relevant factors that courts should consider and then applying those factors to situations where lawyers have engaged in various types of misconduct. *Standards* 1.3, Commentary. The *Standards* provide guidance with respect to an appropriate sanction in this matter. *In re Peasley,* 208 Ariz. 27, 33, 35, 90 P.3d 764, 770 (2004); *In re Rivkind*, 162 Ariz. 154, 157, 791 P.2d 1037, 1040 (1990).

In determining an appropriate sanction consideration is given to the duty violated, the lawyer's mental state, the actual or potential injury caused by the

misconduct and the existence of aggravating and mitigating factors. *Peasley*, 208 Ariz. at 35, 90 P.3d at 772; *Standard* 3.0.

The parties agree that *Standard* 4.42 is the appropriate *Standard* given the facts and circumstances of this matter. *Standard* 4.42 provides that 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.

The duty violated

As described above, Respondent's conduct violated his duty to his clients, the profession, the legal system and the public.

The lawyer's mental state

For purposes of this agreement the parties agree that Respondent negligently engaged in the misconduct described above and that his conduct was in violation of the Rules of Professional Conduct.

The extent of the actual or potential injury

For purposes of this agreement, the parties agree that there was actual harm to clients and the legal system and potential harm to the profession.

Aggravating and mitigating circumstances

The presumptive sanction in this matter is Reprimand. The parties conditionally agree that the following aggravating and mitigating factors should be considered.

In aggravation:

Standard 9.22(c): pattern of misconduct

Standard 9.22(d): multiple offenses

In mitigation:

Standard 9.32(e): full and free disclosure to disciplinary board or cooperative attitude toward proceedings

Discussion

The parties have conditionally agreed that, upon application of the aggravating and mitigating factors to the facts of this case, the presumptive sanction is appropriate. 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. Moreover, although Respondent undertook some of the acts at issue, many of the acts described in this Consent Agreement were undertaken by other lawyers at the firm over whom Respondent had supervisory responsibility. It is also noted that while negotiating a settlement in this matter, the State Bar was made aware that during the spring of 2015, the firm of Corso and Rhude broke up and is no longer an ongoing entity. Respondent is continuing to operate a law firm under a new name and has given assurances that he has taken a State Bar CLE class in trust accounts and has made substantial changes to his hiring and operating practices.

CONCLUSION

The object of lawyer discipline is not to punish the lawyer, but to protect the public, the profession and the administration of justice. *Peasley, supra* at ¶ 64, 90 P.3d at 778. Recognizing that determination of the appropriate sanction is the prerogative of the Presiding Disciplinary Judge, the State Bar and Respondent believe that the objectives of discipline will be met by the imposition of the proposed sanction of Reprimand with two years of Probation and the imposition of costs and expenses. A proposed form order is attached hereto as Exhibit B.

DATED this 2nd day of September, 2015

STATE BAR OF ARIZONA

Hunter F. Perlmeter
Staff Bar Counsel

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

DATED this _____ day of August, 2015.

Christopher P. Corso
Respondent

DATED this _____ day of August, 2015.

Jennings Haug & Cunningham

Russell Yurk
Counsel for Respondent

Approved as to form and content

Maret Vessella
Chief Bar Counsel

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

DATED this 1st day of ~~August~~ September, 2015.

Christopher P. Corso
Respondent

DATED this 1st day of ~~August~~ September, 2015.

Jennings Haug & Cunningham

Russell Yurk
Counsel for Respondent

Approved as to form and content

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 _____ day of August, 2015.

Copies of the foregoing mailed/emailed
this _____ day of August, 2015 to:

Russell Yurk
Jennings Haug & Cunningham
2800 North Central Avenue, Suite 1800
Phoenix, Arizona 85004-1049
Email: rry@jhc-law.com
Respondent's Counsel

Original filed with the Disciplinary Clerk of
the Office of the Presiding Disciplinary Judge
of the Supreme Court of Arizona
this 2nd day of September, 2015.

Copies of the foregoing mailed/emailed
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Russell Yurk
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2800 North Central Avenue, Suite 1800
Phoenix, Arizona 85004-1049
Email: rry@jhc-law.com
Respondent's Counsel

Copy of the foregoing emailed
this 2nd day of September, 2015, to:

William J. O'Neil
Presiding Disciplinary Judge
Supreme Court of Arizona
Email: officepdj@courts.az.gov

Copy of the foregoing hand-delivered
this 2nd day of September, 2015, to:

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

by: HPP/jgo

BEFORE THE ATTORNEY DISCIPLINE PROBABLE CAUSE COMMITTEE OF THE SUPREME COURT OF ARIZONA

IN THE MATTER OF A MEMBER OF THE STATE BAR OF ARIZONA, **CHRISTOPHER P. CORSO** **Bar No. 022398** Respondent.	Nos. 14-1557, 14-2077, 14-2610, and 14-2946 **PROBABLE CAUSE ORDER**

The Attorney Discipline Probable Cause Committee of the Supreme Court of Arizona ("Committee") reviewed this matter on June 12, 2015, pursuant to Rules 50 and 55, Ariz. R. Sup. Ct., for consideration of the State Bar's Report of Investigation and Recommendation and Respondent's Response.

By a vote of 8-0-1[1], the Committee finds probable cause exists to file a complaint against Respondent in File Nos. 14-1557, 14-2077, 14-2610, and 14-2946.

IT IS THEREFORE ORDERED pursuant to Rules 55(c) and 58(a), Ariz. R. Sup. Ct., authorizing the State Bar Counsel to prepare and file a complaint with the Disciplinary Clerk.

Parties may not file motions for reconsideration of this Order.

DATED this 23 day of June, 2015.

Lawrence F. Winthrop

Judge Lawrence F. Winthrop, Chair
Attorney Discipline Probable Cause Committee
of the Supreme Court of Arizona

[1] Committee member Bill J. Friedl did not participate in this matter.

Original filed this 23rd day
of June, 2015, with:

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

Copy mailed this 24th day
of June, 2015, to:

Russell Yurk
Jennings Haug & Cunningham
2800 N. Central Avenue, Suite 1800
Phoenix, Arizona 85004-1049
Respondent's Counsel

Copy emailed this 24th day
of June, 2015, to:

Attorney Discipline Probable Cause Committee
of the Supreme Court of Arizona
1501 West Washington Street, Suite 104
Phoenix, Arizona 85007
E-mail: ProbableCauseComm@courts.az.gov

Lawyer Regulation Records Manager
State Bar of Arizona
4201 N. 24th St., Suite 100
Phoenix, Arizona 85016-6266
E-mail: LRO@staff.azbar.org

by: Samantha Stanley

EXHIBIT A

Statement of Costs and Expenses

In the Matter of a Member of the State Bar of Arizona,
Christopher P. Corso, Bar No. 022398, Respondent

File No(s). 14-1557, 14-2077, 14-2610, and 14-2946

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.

Staff Investigator/Miscellaneous Charges

Total for staff investigator charges	$ 0.00
TOTAL COSTS AND EXPENSES INCURRED	$1,200.00

Sandra E. Montoya 7-30-15

Sandra E. Montoya
Lawyer Regulation Records Manager

Date

EXHIBIT B

BEFORE THE PRESIDING DISCIPLINARY JUDGE

IN THE MATTER OF A MEMBER OF THE STATE BAR OF ARIZONA, **Christopher P. Corso, Bar No. 022398,** Respondent.	**PDJ 2015 -____** **FINAL JUDGMENT AND ORDER** [State Bar No. 14-1557, 14-2077, 14-2610, and 14-2946]

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

IT IS HEREBY ORDERED that Respondent, **Christopher P. Corso**, is hereby Reprimanded for his conduct in violation of the Arizona Rules of Professional Conduct, as outlined in the consent documents, effective 30 days from the date of this order or _____.

IT IS FURTHER ORDERED that Respondent shall be placed on probation for a period of two years, subject to early termination solely at the discretion of the State Bar if it is determined that Probation is no longer necessary.

IT IS FURTHER ORDERED that Respondent shall contact the State Bar Compliance Monitor at (602) 340-7258, within 10 days from the date of service of this Order/Agreement. Respondent shall submit to a LOMAP examination of their office procedures. Respondent shall sign terms and conditions of participation, including reporting requirements, which shall be incorporated herein. The diversion/probation

period will begin at the time this Order/agreement is served on Respondent and will conclude one year from that date. Respondent will be responsible for any costs associated with LOMAP.

NON-COMPLIANCE LANGUAGE

In the event that Respondent fails to comply with any of the foregoing probation terms, and information thereof, is received by the State Bar of Arizona, 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 a term of probation has been breached and, if so, to recommend an appropriate sanction. If there is an allegation 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.

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 September, 2015

_____

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 September, 2015.

Copies of the foregoing mailed/emailed
this _____ day of September, 2015.

Russell Yurk
Jennings Haug & Cunningham
2800 North Central Avenue, Suite 1800
Phoenix, AZ 85004-1049
Email: rry@jhc-law.com
Respondent's Counsel

Copy of the foregoing emailed/hand-delivered
this _____ day of September, 2015, to:

Hunter F. Perlmeter
Staff Bar Counsel
State Bar of Arizona
4201 North 24th Street, Suite 100
Phoenix, Arizona 85016-6266
Email: LRO@staff.azbar.org

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this _____ day of September, 2015 to:

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

by:_____