BEFORE THE PRESIDING DISCIPLINARY JUDGE

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

KENNETH W. WELSH
Bar No. 020953,

Respondent.

PDJ 2025-9102

FINAL JUDGMENT AND ORDER

[State Bar No. 25-1535]

FILED MAY 22, 2026

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

IT IS ORDERED that **KENNETH W. WELSH, Bar No. 020953**, is Suspended for a period of six (6) months, effective July 1, 2026, for his conduct in violation of the Arizona Rules of Professional Conduct.

IT IS FURTHER ORDERED pursuant to Rule 57(a)(5)(B), Kenneth W. Welsh shall **immediately** comply with the requirements of Rule 72, Ariz. R. Sup. Ct., relating to notification of clients and others.

IT IS FURTHER ORDERED that Respondent Welsh shall pay the costs and expenses of the State Bar of Arizona in the amount of $2,427.30 within 30 days. There are no costs or expenses incurred by the Office of the Presiding Disciplinary Judge in these proceedings.

DATED this 22nd day of May, 2026.

Lisa A. VandenBerg
Hon. Lisa A. VandenBerg
Presiding Disciplinary Judge

Copy of the foregoing emailed
this 22nd day of May, 2026, to:

Katherine L. Hyde
LRO@staff.azbar.org

Jon Weiss
jweiss@pswmlaw.com
Respondent's Counsel

by: CLopez

BEFORE THE PRESIDING DISCIPLINARY JUDGE

IN THE MATTER OF A MEMBER OF THE STATE BAR OF ARIZONA **KENNETH W. WELSH** **Bar No. 020953,** **Respondent.**	**PDJ 2025-9102** **ORDER ACCEPTING AGREEMENT FOR DISCIPLINE BY CONSENT** [State Bar No. 25-1535] **FILED MAY 22, 2026**

On May 13, 2026, the parties filed an Agreement for Discipline by Consent ("Agreement") pursuant to Rule 57(a), Arizona Rules of Supreme Court ("Ariz. R. Sup. Ct."). The State Bar of Arizona is represented by Staff Bar Counsel Katherine L. Hyde. Respondent Kenneth W. Welsh is represented by Counsel Jon Weiss. The Agreement seeks to address State Bar No. 25-1535. A formal complaint was filed on December 24, 2025.[1]

Contingent upon approval of the proposed form of discipline, Mr. Welch voluntarily waives his right to an adjudicatory hearing, as well as all motions, defenses, objections, or requests that could be asserted. Pursuant

[1] The Attorney Discipline Probable Cause Committee ("ADPCC") entered an order of probable cause on November 18, 2025.

to Rule 53(c)(3), Ariz. R. Sup. Ct., the State Bar provided Notice of the Agreement and an opportunity to file a written objection to the Complainant by email on May 5, 2026. The Presiding Disciplinary Judge ("PDJ") was not provided any objection(s).

The Agreement details a factual basis in support of Respondent Welsh's conditional admissions and is incorporated by reference.[2] Kenneth W. Welsh conditionally admits his conduct violated Ariz. R. Sup. Ct., Rule 42, ER 1.15(a) and (d) (failure to safekeep client's property), and ER 5.3 (responsibilities regarding nonlawyers) of the Rules of Professional Conduct. As a sanction, the parties agree to suspension for a period of six (6) months. Mr. Welsh also agrees to pay the costs and expenses of the disciplinary proceeding, within 30 days from the date of this order.

The State Bar has agreed to dismiss the allegation that Mr. Welsh violated Rule 42, ER 8.4(c), Ariz. R. Sup. Ct. Restitution is not an issue in this matter.[3]

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[2] *See* Rule 57(a), Ariz. R. Sup. Ct.

[3] The Cincinnati Insurance Companies' Assistant Vice President who manages the company's outside counsel relations has written a letter to the State Bar stating that "Cincinnati has been paid in full for its share of the attorney fees and has not suffered any damage because of the admitted mistake resulting in a delayed payment." *See* Exhibit B.

Generally speaking, the issues arose regarding Mr. Welsh's handling of funds during the course of representing a commercial client in arbitration. Mr. Welsh's client was successful in arbitration, and the arbitrator awarded Mr. Welsh's client attorney's fees and costs in the amount of $104,086.33 in total (which included two insurance companies recouped fees and costs). Mr. Welsh notified the involved insurance companies in April of 2024 that, "The check [the amount of $104,086.33] was received last week. It is in the Trust account and has a hold until 4/11." However, the check was in fact deposited instead into the firm's operating account. The improper comingling of these funds with firm monies created a number of issues. Mr. Welsh used an outside vendor to manage bookkeeping and the firm accounts without formalized policies and procedures regarding third party funds or proper supervision. The firm's operating account dropped below the total award amount of $104,086.33 frequently between receipt in April and the end of July 2024. One of the insurance companies began reaching out about their portion of the funds in September 2024. Despite the funds being made available for disbursement in April 2024, they were not received from Mr. Welsh until July 10, 2025.

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 determining an appropriate sanction, the PDJ has considered: the duties violated, the lawyer's mental state, the actual or potential injury caused by the misconduct, and the existence of aggravating and mitigating factors. ABA *Standard* 3.0.

Mr. Welsh agrees that he should have known that he was dealing improperly with third-person funds held in connection with the representation. The Agreement also indicates that the Mr. Welsh negligently failed to make reasonable efforts to ensure that the conduct of nonlawyers engaged in legal services was compatible with his professional obligations. The Agreement further reflects that Mr. Welsh violated his duties to third persons, the profession, the legal system, and the public, causing injury or potential injury to third persons, the profession, the legal system, and the public.

The Agreement relies on ABA *Standards* 4.12 (*Failure to Preserve the Client's Property),* and *Standard 7.3 (Violations of Other Duties Owed as a Professional)* as the appropriate *Standards* given the facts and circumstances of this matter. More specifically:

Standard 4.12 states:

> Suspension is generally appropriate when a lawyer knows or should know that he is dealing improperly with client property and causes injury or potential injury to a client.

Standard 7.3 states:

> 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.

The Agreement recites one (1) aggravating factor: 9.22(i) substantial experience in the practice of law.[4] The Agreement identifies three (3) mitigating factors: 9.32(a) absence of a prior disciplinary record: 9.32(g) character or reputation;[5] and 9.32(l) remorse.

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[4] Respondent was licensed to practice law in Arizona on May 24, 2001, and has been an Arizona attorney for 24 years,

[5] Exhibit C attached to the Agreement is a character letter from a long-time commercial client.

In re Abrams, 227 Ariz. 248, 250–51, ¶ 15 (2011):

> The purpose of professional discipline is twofold: (1) to protect the public, the legal profession, and the justice system, and (2) to deter others from engaging in misconduct. *In re Scholl,* 200 Ariz. 222, 227 ¶ 29 (2001). Attorney discipline also aims "to instill public confidence in the Bar's integrity." *In re Phillips,* 226 Ariz. 112, 117 ¶ 28, (2010). Although not meant to punish the attorney, discipline may have that incidental effect. *In re White–Steiner,* 219 Ariz. 323, 325 ¶ 9 2009); (citation omitted).

After reviewing the matters presented, the PDJ concludes that the Agreement achieves appropriate protections to the public and the other recognized purposes of the lawyer discipline process.

IT IS ORDERED accepting the Agreement for Discipline by Consent.

A final judgment and order is separately filed this date.

DATED this 22nd day of May, 2026.

Lisa A. VandenBerg
Hon. Lisa A. VandenBerg
Presiding Disciplinary Judge

Copy of the foregoing e-mailed
this 22nd day of May, 2026 to:

Katherine L. Hyde
LRO@staff.azbar.org

Jon Weiss
jweiss@pswmlaw.com
Respondent's Counsel

by: CLopez

OFFICE OF THE PRESIDING DISCIPLINARY JUDGE
FILED
05-13-2026

C.LOPEZ
DISCIPLINARY CLERK

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Respondent's Counsel

BEFORE THE PRESIDING DISCIPLINARY JUDGE

IN THE MATTER OF A MEMBER OF THE STATE BAR OF ARIZONA, **KENNETH W. WELSH** **Bar No. 020953** Respondent.	**PDJ 2025-9102** **AGREEMENT FOR DISCIPLINE BY CONSENT** State Bar File No. **25-1535**

The State Bar of Arizona, and Respondent Kenneth W. Welsh who is represented in this matter by counsel, Jon Weiss, hereby submit their Agreement for Discipline by Consent pursuant to Rule 57(a), Ariz. R. Sup. Ct. A probable cause order was entered on November 18, 2025. A formal complaint was filed on December 24, 2025. 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(c)(3), Ariz. R. Sup. Ct., notice of this agreement was provided to the complainant by email on May 5, 2026. Complainant has been notified of the opportunity to file a written objection to the agreement with the State Bar within five (5) business days of bar counsel's notice. Copies of Complainant's objections, if any, have been or will be provided to the presiding disciplinary judge.

Respondent conditionally admits that his conduct, as set forth below, violated Rule 42, ER 1.15(a) & (d) and ER 5.3. Upon acceptance of this agreement, Respondent agrees to accept imposition of the following discipline: **Suspension for six (6) months**.

Respondent also agrees to pay the costs and expenses of the disciplinary proceeding, within 30 days from the date of this order. If costs are not paid within the 30 days interest will begin to accrue at the legal rate.[1] The State Bar's Statement of Costs and Expenses is attached hereto as Exhibit A.

FACTS

1. Respondent was licensed to practice law in Arizona on May 24, 2001.

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[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.

2. Respondent represented Caliente Construction, Inc. in an arbitration (*Regency House Association v. Caliente Construction*; AAA 01-21-0016-7386).

3. Caliente Construction tendered the defense of the claims in arbitration to two insurance companies (The Cincinnati Insurance Companies and The Hartford).

4. The Cincinnati Insurance Companies agreed to pay 60% of the attorneys' fees and costs, and The Hartford agreed to pay 40% of the attorneys' fees and costs.

5. Caliente Construction prevailed in the arbitration.

6. The arbitrator awarded attorneys' fees and costs to Caliente Construction in the amount of $104,086.33 in total (including $81,123.00 for attorneys' fees, binding dispute resolution proceeding costs of $17,202.50, and taxable costs of $5,760.83).

7. The applicable insurance policies provided that if the insured (Caliente Construction) tendered the defense, then the insurance companies were entitled to recoup the award for fees and costs.

8. The opposing party sent a check in the amount of $104,086.33 payable to Respondent's firm in April 2024.

9. Respondent was required to disburse the entire $104,086.33 award to The Cincinnati Insurance Companies and The Hartford in accordance with their payment instructions.

10. On April 8, 2024, Respondent sent an email to the insurance companies to let them know he had received the check from the opposing party and asked them to provide payment instructions, stating, “The check was received last week. It is in the Trust account and has a hold until 4/11.”

11. The check in the amount of $104,086.33 was not deposited into the Respondent’s trust account.

12. Respondent’s statement in the email dated April 8, 2024 was inaccurate because the check had not been deposited in the trust account.

13. Respondent deposited the check in the amount of $104,086.33 into the firm’s operating account (BMO account ending in x9439) on April 11, 2024.

14. By depositing the check in the amount of $104,086.33 in his law firm’s operating account, Respondent commingled those third person funds with his firm’s funds.

15. This check should have been deposited into the trust account for disbursement to the payees.

16. Respondent's withdrawals from the operating account during the period from April 11, 2024 through May 22, 2024 included payments for various law firm expenses.

17. Respondent sent check number 8296 dated July 25, 2024 to The Hartford in the amount of $41,634.53, which was 40% of the $104,086.33, and it cleared on August 9, 2024.

18. The bank account statements for BMO checking account ending in x9439 show that the available balance in the operating account dropped below $104,086.33 on numerous occasions between April 11, 2024 and July 25, 2024.

19. Kendra Audette was an employee of The Cincinnati Insurance Companies.

20. Ms. Audette emailed Respondent in September 2024 to ask when The Cincinnati Insurance Companies would receive payment.

21. On September 28, 2024, Respondent sent an email to Ms. Audette stating, "We did send those out a while ago… I requested the check number and status from my accounting folks."

22. Respondent's firm used an outside vendor (4L Managed Accounting) to handle bookkeeping, payroll, accounts receivable, and accounts payable.

23. Respondent did not have written policies and procedures regarding how third person funds held in connection with a representation would be

safeguarded and promptly delivered by his firm and/or the vendor handling bookkeeping, accounts receivable, and accounts payable.

24. Respondent did not provide appropriate instruction and supervision to the vendor handling bookkeeping, accounts receivable, and accounts payable to ensure prompt delivery of the funds to The Cincinnati Insurance Companies and The Hartford.

25. Respondent did not require the vendor handling bookkeeping, accounts receivable, and accounts payable to keep complete records regarding third person funds held in connection with a representation.

26. Respondent did not require the vendor handling bookkeeping, accounts receivable, and accounts payable to retain copies of cover letters sent with outgoing checks, proof of mailing for outgoing checks, or copies of communications related to accounts receivable and accounts payable.

27. On November 3, 2024, Respondent sent an email to Ms. Audette stating, “The check remains outstanding/uncashed[.] It was sent from the firm May 26th, check number 7491.”

28. On November 4, 2024, Ms. Audette requested that a new check be reissued.

29. On December 9, 2024, Respondent told Ms. Audette: “A new check is issued and headed your way. Check no. 8312.”

30. On January 13, 2025, Ms. Audette sent an email to Respondent because she had not received the check.

31. Ms. Audette sent a letter dated February 26, 2025, to Respondent, stating, "We spoke on January 29, 2025, and you advised you were shipping Cincinnati's portion of the arbitration award to our office in Fairfield, Ohio. We have not received it to date."

32. On April 1, 2025, Ms. Audette received operating account check no. 8375 dated March 26, 2025.

33. On April 18, 2025, the check was returned by the bank because of a stop payment instruction.

34. In the written response dated July 2, 2025, Respondent stated that a stop payment instruction was placed on the check because of "fraudulent activity on the firm's operating account."

35. The BMO checking account ending in x9439 has not been closed, and the bank account number has not been changed.

36. Ms. Audette sent a letter dated May 7, 2025, to Respondent, stating, "We received your payment of our arbitration award on April 1, 2025. You subsequently advised you placed a stop payment on this check. Our portion of the arbitration award $52,043.16 should be sent to the address below at your earliest convenience …."

37. Ms. Audette sent a letter dated May 20, 2025, to Respondent regarding the missing payment.

38. On July 2, 2025, Respondent sent Ms. Audette check number 8391 dated July 2, 2025 in the amount of $52,043.16 by overnight delivery.

39. The operating account bank statement shows that check number 8391 was negotiated on July 10, 2025.

40. The funds belonging to The Cincinnati Insurance Companies in the amount of $52,043.16 were available for disbursement in April 2024 but were not received until July 10, 2025.

41. Between April 11, 2024 and July 2, 2025, the daily balance in the operating account repeatedly fell below $52,043.16.

42. On February 13, 2026, Respondent sent check number 7200 in the amount of $10,408.63 payable from his IOLTA account to The Cincinnati Insurance Companies.

43. The payment in the amount of $10,408.63 was for a portion of the Cincinnati Insurance Companies' share of the attorneys' fee award Respondent received in connection with his representation of Caliente Construction, Inc.

44. The additional funds belonging to The Cincinnati Insurance Companies in the amount of $10,408.63 were available for disbursement in April 2024 but were not sent until February 13, 2026.

CONDITIONAL ADMISSIONS

Respondent's admissions are being tendered in exchange for the form of discipline stated below and are submitted freely and voluntarily and not as a result of coercion or intimidation. Respondent conditionally admits that he violated Rule 42, Ariz. R. Sup. Ct., specifically ER 1.15(a) & (d) and ER 5.3.

CONDITIONAL DISMISSALS

The State Bar has conditionally agreed to dismiss the alleged violation of ER 8.4(c) because the evidence of knowing misstatements to third parties is insufficient to meet the requisite burden of proof.

RESTITUTION

Restitution is not an issue in this matter. The Cincinnati Insurance Companies' Assistant Vice President who manages the company's outside counsel relations has written a letter to the State Bar stating that "Cincinnati has been paid in full for its share of the attorney fees and has not suffered any damage because of the admitted mistake resulting in a delayed payment." The letter is attached hereto as Exhibit B.

SANCTION

Respondent and the State Bar of Arizona agree that based on the facts and circumstances of this matter, as set forth above, the following sanction is appropriate: **Suspension for six (6) months**.

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 appropriate given the facts and circumstances of this matter:

Standard 4.12: Suspension is generally appropriate when a lawyer knows or should know that he is dealing improperly with client property and causes injury or potential injury to a client.

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.

The duty violated

Respondent's conduct violated his duties to third persons, the profession, the legal system, and the public.

The lawyer's mental state

Respondent should have known that he was dealing improperly with third person funds held in connection with a representation by depositing the third person funds in his firm's operating account rather than a separate account and failing to promptly deliver the funds.

Respondent negligently failed to make reasonable efforts to ensure that the conduct of nonlawyers engaged in activities assisting him in providing legal services was compatible with his professional obligations.

The extent of the actual or potential injury

There was injury or potential injury to third persons, the profession, the legal system, and the public.

Aggravating and mitigating circumstances

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

In aggravation:

a) 9.22(i) substantial experience in the practice of law; [Respondent has been an Arizona attorney for 24 years]

In mitigation:

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

b) 9.32(g) character or reputation; [Character letter from Edward Campbell attached as Exhibit C]

c) 9.32(l) remorse; [Respondent's response to the bar charge admits that the failure to promptly deliver the third person funds was "a massive failure by me and I take full responsibility for this error."]

Discussion

The parties conditionally agree that upon application of the aggravating and mitigating factors the presumptive sanction of suspension 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.

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 Suspension for six (6) months and the imposition of costs and expenses. A proposed form of order is attached hereto as Exhibit D.

DATED this 12th day of May 2026.

STATE BAR OF ARIZONA

Katherine Hyde

Katherine L. Hyde
Staff Bar Counsel

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

DATED this ______ day of May, 2026.

Kenneth W. Welsh
Respondent

DATED this ______ day of May, 2026.

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 Suspension for six (6) months and the imposition of costs and expenses. A proposed form of order is attached hereto as Exhibit D.

DATED this ______ day of May 2026.

STATE BAR OF ARIZONA

____
Katherine L. Hyde
Staff Bar Counsel

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

DATED this 12th day of May, 2026.

____
Kenneth W. Welsh
Respondent

DATED this 12th day of May, 2026.

Papetti Samuels Weiss McKirgan LLP

____
Jon Weiss
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 May, 2026.

Copy of the foregoing emailed
this ___ day of May, 2026, to:

Honorable Lisa A. VandenBerg
Presiding Disciplinary Judge
Supreme Court of Arizona
1501 West Washington Street, Suite 102
Phoenix, Arizona 85007
E-mail: officepdj@courts.az.gov

Jon Weiss
Papetti Samuels Weiss McKirgan LLP
16430 N Scottsdale Rd, Ste 290
Scottsdale, AZ 85254-1866
Email: jweiss@pswmlaw.com

Papetti Samuels Weiss McKirgan LLP

____
Jon Weiss
Counsel for Respondent

Approved as to form and content

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 13th day of May, 2026.

Copy of the foregoing emailed
this 13th day of May, 2026, to:

Honorable Lisa A. VandenBerg
Presiding Disciplinary Judge
Supreme Court of Arizona
1501 West Washington Street, Suite 102
Phoenix, Arizona 85007
E-mail: officepdj@courts.az.gov

Jon Weiss
Papetti Samuels Weiss McKirgan LLP
16430 N Scottsdale Rd, Ste 290
Scottsdale, AZ 85254-1866
Email: jweiss@pswmlaw.com

Respondent's Counsel

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

by: */s/Odalys Leon Valdez*
KLH/olv

EXHIBIT A

Statement of Costs and Expenses

In the Matter of a Member of
The State Bar of Arizona, Kenneth W. Welsh
Bar No. 020953, Respondent.

File No. 25-1535

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

04/08/2026 Alliance Reporting / Deposition of Respondent	$ 1,227.30
Total for additional costs	$ 1,227.30

TOTAL COSTS AND EXPENSES INCURRED $ 2,427.30

EXHIBIT B

The Cincinnati Insurance Company ▪ The Cincinnati Indemnity Company
The Cincinnati Casualty Company ▪ The Cincinnati Specialty Underwriters Insurance Company
The Cincinnati Life Insurance Company

Laurence J.W. Tooth, Esq.
Assistant Vice President, HQ Claims Resource Operations

March 23, 2026

State Bar of Arizona
4201 N. 24th Street, Suite 100
Phoenix, Arizona 85016

Re: Kenneth Welsh, Welsh, Wales & Fry, PLC

To Whom it May Concern:

I am the Assistant Vice President, HQ Claims Resource Operations for The Cincinnati Insurance Companies in Fairfield, Ohio (hereinafter "Cincinnati"). The department I lead, Claims Legal Operations, manages outside counsel relationships for the Cincinnati companies.

On or around March 11, 2026, I learned of the complaint filed on or around June 24, 2025, regarding Kenneth Welsh of Welsh, Wales & Fry and alleging the late payment of arbitrator-awarded fees to Cincinnati. After investigating further, Cincinnati does not support the complaint filed by a former associate. Attorney Welsh and his firm remain on Cincinnati's panel of defense attorneys. Welsh, Wales & Fry is handling at least 43 litigation matters for Cincinnati companies in Arizona and elsewhere. Attorney Welsh has worked with Cincinnati for almost 20 years and has handled hundreds of litigated matters during this time.

Furthermore, Cincinnati has been paid in full for its share of the attorney fees and has not suffered any damage because of the admitted mistake resulting in a delayed payment. Accordingly, on behalf of Cincinnati, I respectfully request that the complaint be withdrawn and/or dismissed.

Respectfully,

Laurence J.W. Tooth, Esq.
Assistant Vice President, HQ Claims Resource Operations

cc: Kenneth Welsh, kwelsh@wwf-law.com

EXHIBIT C

PDI CONSTRUCTION
A division of Paramount Designs, Inc.
DRY UTILITY SERVICES SINCE 1950

March 23, 2026

Letter of Reference

To Whom It May Concern,

My name is Ed Campbell. I am the President of PDI Construction. We are an Arizona-based contractor primarily specializing in the construction of dry utilities including electric and communications.

This letter is meant to express to you the professional and personal integrity I have experienced in every interaction with Kenneth Welsh.

I have known Mr. Welsh since 1993. He is not only one of the kindest people I know, but also sincere, professional and honest.

While he has been my dear friend for over 30 years, he has also provided my company with legal advice regarding contracts and other legal consultation.

In every instance, he has displayed absolute integrity, professionalism, accountability, and responsiveness. He is honest, ethical and transparent in all interactions.

He is detail oriented and always works hard to achieve the best possible results.

I would also like to add that Mr. Welsh is one of the most honest people I have ever known.

Feel free to contact me if you have any questions.

(602)432-8269 Mobile Phone

Sincerely,

Edward Campbell

Edward Campbell
President

5001 W. Watkins St., Phoenix, AZ 85043 Main (602) 258-7544 Fax (602)254-9309 www.pdiconstruction.com
ROC221434 | ROC169951

EXHIBIT D

BEFORE THE PRESIDING DISCIPLINARY JUDGE

IN THE MATTER OF A MEMBER OF THE STATE BAR OF ARIZONA, **KENNETH W. WELSH** **Bar No. 020953** Respondent.	**PDJ 2025-9102** **FINAL JUDGMENT AND ORDER** State Bar No. 25-1535

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, **Kenneth W. Welsh**, is Suspended for six (6) months for his conduct in violation of the Arizona Rules of Professional Conduct, as outlined in the consent documents, effective July 1, 2026.

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

IT IS FURTHER ORDERED that Respondent pay the costs and expenses of the State Bar of Arizona in the amount of $2,427.30, within 30 days from the date of service of this Order. If not paid within the 30 days interest will begin to accrue at the legal rate.

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. If not paid within the 30 days interest will begin to accrue at the legal rate.

DATED this ______ day of May, 2026.

____

Honorable Lisa A. VandenBerg,
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 May, 2026.

Copies of the foregoing emailed
this ______ day of May, 2026, to:

Jon Weiss
Papetti Samuels Weiss McKirgan LLP
16430 N SCOTTSDALE RD STE 290
SCOTTSDALE, AZ 85254-1866
Email: jweiss@pswmlaw.com
Respondent's Counsel

Katherine L. Hyde
Staff Bar Counsel
State Bar of Arizona
4201 N 24th Street, Suite 100
Phoenix, Arizona 85016-6266
Email: LRO@staff.azbar.org

by:____________________