

BEFORE THE PRESIDING DISCIPLINARY JUDGE

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

PATRICK K. GREENE,
BAR NO. 022881

Respondent.

PDJ 2017-9003

AMENDED
FINAL JUDGMENT AND ORDER

[State Bar No. 15-3221]

FILED February 1, 2017

The Presiding Disciplinary Judge of the Supreme Court of Arizona, having reviewed the Agreement for Discipline by Consent filed on January 6, 2017, pursuant to Rule 57(a), Ariz. R. Sup. Ct., hereby accepts the parties' proposed agreement. Accordingly:

IT IS ORDERED Respondent, **Patrick K. Greene**, is reprimanded effective the date of this order for his conduct in violation of the Arizona Rules of Professional Conduct, as outlined in the consent documents.

IT IS FURTHER ORDERED as a term of probation, Mr. Greene shall pay restitution to Deborah Lieberman in the amount of two-hundred dollars (\$200.00) with interest at the legal rate commencing November 1, 2015, within ten (10) days from the date of this amended order.

IT IS FURTHER ORDERED Mr. Greene shall be placed on probation for a period of one (1) year.

IT IS FURTHER ORDERED Mr. Greene shall contact the director of the State Bar's Law Office Management Assistance Program (LOMAP), at 602-340-7332, within thirty (30) days of the date of this order. Mr. Greene shall submit to a LOMAP examination of his office's procedures, including, but not limited to, compliance with ERs 1.15(a) and 1.15(d). The director of LOMAP shall develop "Terms and Conditions of Probation", and those terms shall be incorporated herein by reference. The probation period will commence at the time of the entry of the judgment and order and will conclude one (1) year from that date. Mr. Greene shall be responsible for any costs associated with LOMAP.

IT IS FURTHER ORDERED as a term of probation, Mr. Greene shall attend a half-day Trust Account Ethics Enhancement Program (TAEEP). Mr. Greene must contact the TAEEP Program Coordinator, State Bar of Arizona, at (602) 340-7278, within twenty (20) days from the date of this order. Mr. Greene shall be responsible for the cost of attending the program.

IT IS FURTHER ORDERED Mr. Greene shall pay the costs and expenses of the State Bar of Arizona in the amount of \$ 1,200.00, within thirty (30) days from the date of this order. If costs are not paid within thirty (30) days, interest will begin to accrue at the legal rate. There are no costs or expenses incurred by the disciplinary clerk and/or Presiding Disciplinary Judge's Office in connection with these disciplinary proceedings.

DATED this 1st day of February, 2017.

William J. O'Neil

William J. O'Neil, Presiding Disciplinary Judge

Copies of the foregoing mailed/mailed
this 1st day of February, 2017, to:

Patrick K. Greene, Bar No. 022881
Patrick K. Greene, Attorney at Law
P.O. Box 1609
410 E. Toughnut Street
Tombstone, Arizona 85638
Email: pkGreenelaw@gmail.com

Meredith Vivona
Independent Bar Counsel
Office of the Arizona Commission on Judicial Conduct
1501 W. Washington St., Suite 229
Phoenix, Arizona 85007
mvivona@courts.az.gov

Lawyer regulation Records Manager
State Bar of Arizona
4201 North 24th Street, Suite 100
Phoenix, Arizona 85016-6266
lro@staff.azbar.org

by: AMcQueen

**BEFORE THE PRESIDING DISCIPLINARY
JUDGE**

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

PATRICK K. GREENE,
Bar No. 022881

Respondent.

PDJ 2017-9003

**DECISION AND ORDER
ACCEPTING DISCIPLINE BY
CONSENT**

[State Bar File No. 15-3221]

FILED JANUARY 30, 2017

The State Bar of Arizona, through undersigned Independent Bar Counsel, and Respondent, Patrick K. Greene, filed on January 6, 2017, their direct Agreement for Discipline by Consent (Agreement), pursuant to Rule 57(a), Ariz. R. Sup. Ct., prior to the filing of a probable cause order and formal complaint. The Presiding Disciplinary Judge (PDJ) has concerns regarding the stipulation of a negligent state of mind when the admissions appear to submit a knowing state of mind. Second, Mr. Greene has held monies owed (\$200.00) to the complainant for more than a year.

Rule 57 requires admissions be tendered solely "...in exchange for the stated form of discipline...." Under that rule, the right to an adjudicatory hearing is waived only if the "...conditional admission and proposed form of discipline is approved...." If the agreement is not accepted, those conditional admissions are automatically withdrawn and shall not be used against the parties in any subsequent proceeding. Mr. Greene has voluntarily waives

the right to an adjudicatory hearing, and waives all motions, defenses, objections or requests that could be asserted upon approval of the proposed form of discipline.

Pursuant to Rule 53(b)(3), notice of this Agreement was provided to the Complainant by email on December 20, 2016. Complainant was notified of the opportunity to file a written objection to the agreement within five (5) business days of that notice. No objection has been received. While the absence of objection does not lessen the expressed concerns of the PDJ, the absence of objection under the stipulated facts militates towards acceptance of the agreement.

The Agreement details a factual basis to support the conditional admissions to violations of Rule 42, ERs 1.15(a) and (d) (safekeeping property), 3.1 (meritorious claims and contentions), 3.2 (expediting litigation), 3.3(a)(1) (false statement of material fact for failure to correct false statement) and Rule 43(a), 43(b)(1)(C), 43(b)(2)(A), (B), (C), and (D), and 43(f)(1) (trust accounts). Mr. Greene stipulates to the imposition of the sanction of reprimand, one (1) year of probation (TAEPP and LOMAP), restitution, and costs.

Mr. Greene was hired in November 2014 to represent Mr. Arizpe regarding debts to Ms. Deborah Lieberman that were admitted. Mr. Greene emailed Ms. Lieberman on November 18, 2014 regarding the debt and stated Mr. Arizpe wanted to, but could not, pay the full debt. Because payment was not forthcoming, Ms. Lieberman sued in justice court, CC2015-01254SC and in Superior Court CV2015-003272. After the suits were filed, six unsuccessful attempts to effectuate service were filed.

Ms. Harris was the attorney representing Ms. Lieberman. She contacted Mr. Greene to discuss if he would accept service of the justice court matter involving the admitted debt. Mr. Greene failed to respond to Ms. Harris which caused a motion for alternative service on the admitted debt which was granted and the complaint then alternatively served on Mr. Arizpe. Mr. Greene was contacted by his client regarding that alternative service. Mr. Greene has reason to believe his client was served but declined to follow up with his client. Seven days after Mr. Arizpe was served Mr. Greene emailed Ms. Harris and stated he would accept service.

The application for entry of default was filed and a copy mailed to Mr. Greene. Over two weeks later, on May 15, 2015, Mr. Greene moved to set aside the default, but did not copy the plaintiff or her attorney until the end of May, 2015. The parties stipulate Mr. Greene knew his client had been served and yet in his motion to the court stated his client had not been served and made accusatory statements of misconduct regarding Mr. Greene's misconduct caused a five-month justice court action regarding an admitted debt by his client and a five-month superior court action on an admitted debt.

Mr. Greene misrepresented to the justice court that the defendant was not "properly or legally" served despite knowing his client had been served. His motions filed with the courts had no substantial purpose and lacked a good faith basis in fact and law as his client had no defenses. Mr. Greene acknowledges he denied allegations in the complaint he knew were true and that his conduct was done with express purpose to cause delay.

After the cause was concluded, the client of Mr. Greene made payments to him to pay to Ms. Lieberman. Mr. Greene failed to forward the payments and failed to safe keep client property by timely delivering good faith payments to Ms. Lieberman and failed to adhere to rules and guidelines governing handling client trust accounts. Mr. Greene emailed on September 15, 2015 acknowledging receipt of a payment from his client to pay Ms. Lieberman. He did not pay it until January, 2016. His client sent him another payment for October 2015, which Mr. Greene has still not paid to Ms. Lieberman.

The parties agree Mr. Greene violated his duty to the profession and to the legal system and his misconduct caused harm to his client, the legal system and the profession.

In determining a sanction, the parties consulted the American Bar Association's *Standards for Imposing Lawyer Sanctions (Standards)* pursuant to Rule 57(a)(2)(E). The parties assert *Standard 4.13, Failure to Preserve the Client's Property* applies to Mr. Greene's violations of ERs 1.15(a) and (d); *Standard 6.23, Abuse of the Legal System* applies to Mr. Greene's violations of ERs 3.1 and 3.2; and *Standard 6.12, False Statements, Fraud and Misrepresentation* applies to Mr. Greene's violation of ER 3.3(a)(1).

While it appears the conditional admissions support a knowing violation of ERs 3.1 and 3.2, the appropriate sanction remains reprimand. Mr. Greene admits his actions in filing motions to set aside and delaying the litigation lacked a good faith basis and were filed to allow his client additional time to come up with monies to satisfy the outstanding debt.

The parties stipulate the following aggravating and mitigating factors are present and that based on the mitigating factors, a reduction in the presumptive sanction of suspension

to reprimand is appropriate: *Standard* 9.22(i) substantial experience in the practice of law. In mitigation: *Standard* 9.32(a) absence of prior offenses, 9.32(b) absence of a dishonest or selfish motive, and 9.32(g) character or reputation.

The agreement is accepted and the consent documents incorporated by this reference. The Presiding Disciplinary Judge finds the proposed sanctions of reprimand and probation meets the objectives of attorney discipline. The Agreement is therefore accepted.

IT IS ORDERED incorporating the Agreement and any supporting documents by this reference. The agreed upon sanction are: reprimand, one year of probation (LOMAP), and completion of the State Bar's Trust Account Ethic Enhancement Program (TAEEP). Mr. Greene shall sign terms and conditions of his participation in those programs, including reporting requirements which are incorporated herein. Mr. Greene shall be responsible for any costs associated with those programs. In addition, Mr. Greene shall pay costs and expenses of the disciplinary proceeding totaling \$1,200.00, within thirty (30) days from this date. Restitution of \$200.00 plus interest at the statutory rate commencing November 1, 2015, shall be paid to Ms. Lieberman within ten (10) days from the date of this order. Mr. Greene shall contact the State Bar Compliance Monitor at 602-340-7258 and provide proof of timely payment of that restitution. There are no costs incurred by the office of the presiding disciplinary judge. A judgment is entered this date.

DATED this 30th day of January, 2017.

William J. O'Neil

William J. O'Neil, Presiding Disciplinary Judge

Copies of the foregoing e-mailed/mailed
this 30th day of January, 2017, to:

Meredith Vivona
Independent Bar Counsel
Office of the Arizona Commission on Judicial Conduct
1501 W. Washington St., Suite 229
Phoenix, Arizona 85007
mvivona@courts.az.gov

Patrick K. Greene, Bar No. 022881
Patrick K. Greene, Attorney at Law
P.O. Box 1609
410 E. Toughnut Street
Tombstone, Arizona 85638
Email: pkGreenelaw@gmail.com

Lawyer Regulations Manager
State Bar of Arizona
4201 N. 24th Street, Suite 100
Phoenix, AZ 85016-6266
Email: LRO@staff.azbar.org

by: AMcQueen

Meredith Vivona, Bar No. 023515
Independent Bar Counsel
Office of the Arizona Commission on Judicial Conduct
1501 W. Washington St., Suite 229
Phoenix, Arizona 85007
(602) 452-3216
mvivona@courts.az.gov

Patrick K. Greene, Bar No. 022881
Patrick K. Greene, Attorney at Law
P.O. Box 1609
410 E. Toughnut Street
Tombstone, Arizona 85638
Telephone: (520) 457-3430
Email: pkgreenelaw@gmail.com

OFFICE OF THE
PRESIDING DISCIPLINARY JUDGE
SUPREME COURT OF ARIZONA

JAN 6 2017

FILED
BY 

BEFORE THE PRESIDING DISCIPLINARY JUDGE

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

PATRICK K. GREENE
Bar No. 022881,

Respondent.

PDJ 2017-9003

**AGREEMENT FOR DISCIPLINE
BY CONSENT**

State Bar No. 15-3221

The State Bar of Arizona, through undersigned Independent Bar Counsel, and Respondent, Patrick K. Greene, who is voluntarily representing himself in this matter, hereby submit their Agreement for Discipline by Consent, pursuant to Rule 57(a), Ariz. R. Sup. Ct.

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 Complainant by email on December 20, 2016. Complainant has been notified of the opportunity to file a written objection to the agreement within five (5) business days of the above notice. Complainant has not objected.

Respondent conditionally admits that his conduct, as set forth below, violated the following rules: Rule 42, Ariz. R. Sup. Ct., ERs 1.15(a), 1.15(d), 3.1, 3.2, 3.3(a)(1) and Rules 43(a), 43(b)(1)(A), 43(b)(1)(C), 43(b)(2)(A), 43(b)(2)(B), 43(b)(2)(C), 43(b)(2)(D), 43(f)(1), Ariz. R. Sup. Ct.

Upon acceptance of this agreement, Respondent agrees to accept imposition of the following discipline: reprimand, one (1) year of probation, with terms including Trust Account Ethics Enhancement Program and Law Office Management Assistance Program and restitution of \$200.00 payable to Complainant, Deborah Lieberman. Respondent also agrees to pay the costs and expenses of this 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 as **Exhibit A**.

FACTS

1. At all times relevant, Respondent was a lawyer licensed to practice in the state of Arizona having been first admitted to practice in Arizona on September 1, 2004.
2. Deborah Lieberman is owed money from Mr. Arizpe.
3. Mr. Arizpe hired Respondent to represent him regarding debts owed to Ms. Lieberman on or around November 18, 2014.

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.

4. On November 18, 2014, Respondent sent Ms. Lieberman an email responding to her demand to Mr. Arizpe stating;

- “Mr. Arizpe acknowledges the debt. . . .”
- “I must state to you he [Mr. Arizpe] is just not able to pay the full amount although he most adamantly wishes he could do so.”
- “Mr. Arizpe has authorized me to tell you that when the financing does go through, you will be paid by him out of his personal account.”
- “As soon as funds are available to Mr. Arizpe personally, final payment of the note you hold will be deposited in my attorney trust account from which you will be paid the remaining amount owed including any interest pursuant to the terms of the note.”

5. Nonetheless, as payment was not forthcoming, Ms. Lieberman filed two separate lawsuits against Mr. Arizpe for two related loans. She filed one action in justice court, CC2015-01254SC, and prevailed by default in June 2015. She initiated the second action in superior court on March 5, 2015, CV2015-003272. This matter was resolved by a settlement agreement on July 30, 2015.

Five-Month Long Justice Court Action Regarding Admitted Debt

6. On January 21, 2015, Ms. Lieberman filed her complaint. She also hired a licensed process server who made six (6) unsuccessful attempts to serve Mr. Arizpe.

7. Ms. Lieberman asked Ijana Harris, the attorney representing her in her superior court action against Mr. Arizpe, to contact Respondent and ask if he would accept service.

8. On February 12, 2015, Ms. Harris emailed Respondent asking if he would accept service of the justice court matter and that he respond no later than February 15, 2015, at 5:00pm.

9. Respondent did not respond by February 12, 2015.

10. On February 20, 2015, Ms. Lieberman filed a Motion for Alternative Service, which was granted on March 30, 2015.

11. On April 7, 2015, Ms. Lieberman served Mr. Arizpe by alternative service (a posting on his door and first class mail).

12. Around this time, Mr. Arizpe contacted Respondent and advised that he had received a "letter" from Ms. Lieberman and that he wanted Respondent to "deal with it."

13. Respondent had reason to believe the "letter" Mr. Arizpe received was in fact a complaint, but Respondent declined to follow up with Mr. Arizpe.

14. On April 14, 2015, seven (7) days after Mr. Arizpe was served and sixty (60) days after Ms. Harris' email, Respondent emailed Ms. Harris stating he would accept service. Ms. Lieberman, who already effectuated service, did not serve Respondent a second time.

15. On April 29, 2015, Ms. Lieberman filed an Application for Entry of Default and mailed a copy to Respondent, even though he had not appeared in the justice court action.

16. On May 12, 2015, Respondent filed a Motion to Set Aside Plaintiff's Application for Entry of Default and his Notice of Appearance. Respondent stated in the mailing certificate of the motion that he mailed the pleading on May 12, 2015 to both Ms. Lieberman and Ms. Harris.

17. Although the court received and filed-stamped the motion on May 15, 2015, neither Ms. Lieberman nor her counsel received the motion in a timely manner. Ms. Harris did not receive the document until May 28, 2015, and Ms. Lieberman did not receive the mailing until May 30, 2015.

18. The justice court denied Respondent's motion.

19. On May 27, 2015, Ms. Lieberman filed her Request and Affidavit for Entry of Default Judgment.

20. On May 29, 2015, the Court entered default.

21. On June 5, 2015, Respondent filed Motion to Set Aside Default. In his motion, Respondent argued:

- "Defendant has not been properly and legally served."
- "Counsel never received legal process in this matter."
- "By not serving Defendant's Counsel as to the original Complaint, it is Counsel's hope that Plaintiff has not intentionally tried to sidestep legal service of process in this matter. However, the appearance of the paperwork submitted by Plaintiff gives rise to such a suggestion."

22. For purpose of this consent agreement, Respondent stipulates that he knew Mr. Arizpe had been served a copy of the complaint at the time he made the above statements.

23. In response to Respondent's June 5, 2015 motion, Ms. Lieberman retained Ms. Harris to represent her in her justice court action.

24. On June 17, 2015, Ms. Harris filed Ms. Lieberman's Response to Defendant's Motion to Set Aside Default Judgment. In addition to other things, she argued:

The Defendant and his attorney have made every attempt to delay and increase the stress and costs on the Plaintiff by not being timely in any of their responses. As outlined above, Defendant evaded service six (6) different times. Defendant's attorney waited sixty (60) days before responding to requests to accept service on his client's behalf and only agreed to do so nearly seven (7) days after service had already been accomplished. Furthermore, the Defendant and his attorney have been on notice about this lawsuit for months, and still failed to respond in any way until after the Application for Entry of Default Judgment was filed. For Defendant and his attorney to now claim that they were not properly served, or to argue that Plaintiff has intentionally tried to "sidestep legal service of process in this matter," is in bad faith and arguably conduct which should be sanctioned. Defendant has failed to provide any evidence in support of his claim of mistake as being a valid basis to set aside the default judgment, therefore the default judgment should stand. If the court grants the Motion to Set Aside Default Judgment, it is clear Defendant and his attorney will continue to attempt to protract this litigation without any meritorious defenses.

25. Ms. Harris also argued that Defendant had no defense to the underlying action where he admitted in correspondence he owed the debt.

26. The court denied Respondent's motion and granted Ms. Lieberman a default judgement.

Five-Month Long Superior Court Action on Admitted Debt

27. Ms. Lieberman filed her complaint in the superior court via counsel on March 5, 2015. The complaint alleged breach of contract, along with other claims.

28. Among the allegations in her complaint, Ms. Lieberman alleged and Respondent answered as follows:

- On or about December 13, 2012, Defendant entered into a contract with Plaintiff, in which Defendant agreed to repay Plaintiff \$25,000 plus 10% interest and an additional premium of \$25,000 by March 4, 2013. The promissory note is attached hereto as Exhibit A. (¶24).
 - i. Defendant denies the allegations set forth in paragraph 24 of the Complaint.*
- Defendant accepted all terms of the promissory note and the note was signed by Defendant and witnessed by a notary public. (¶25).
 - i. Defendant denies the allegations set forth in paragraph 25 of the Complaint.*
- Plaintiff has performed all conditions, covenants and promises required on her part to be performed in accordance with the terms and conditions of the promissory note. (¶26).
 - i. Defendant states that he is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 26 of the Complaint.*
- On March 4, 2013, Defendant breached the contract with Plaintiff by failing to repay the loan plus interest and the additional premium by the agreed upon date. (¶27).
 - i. Defendant denies the allegations set forth in paragraph 27 of the Complaint.*
- On May 7, 2014, Defendant signed an additional agreement, attached hereto as Exhibit B, in which he agreed that the original loan of \$25,000 plus interest and the additional \$25,000 was still due and owing to the Plaintiff. (¶28).
 - i. Defendant denies the allegations set forth in paragraph 28 of the Complaint.*
- Defendant agreed further to begin repaying the initial loan plus interest and Plaintiff has demanded repayment. (¶29).
 - i. Defendant denies the allegations set forth in paragraph 29 of the Complaint.*
- Defendant has made only one payment to date in the amount of \$5,000.00 to Plaintiff on October 22, 2014. (¶30).

- i. *Defendant states that he is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 30 of the Complaint.*

29. As litigation progressed, Ms. Lieberman, via Ms. Harris, propounded Requests for Admissions. Despite the deadline to respond based on the Arizona Rules of Civil Procedure, and despite Ms. Harris's follow up, Respondent never responded, creating additional delay and costs for Ms. Lieberman.

30. Respondent and Mr. Arizpe did not resolve the complaint on an admitted debt until just days before the parties' scheduled arbitration. Respondent acknowledge that he "did realize at some point" that Mr. Arizpe had "no defenses" to the debt claim. Respondent was trying to delay the matter, however, to give his client a chance to come up with money owed to Ms. Lieberman.

31. The terms of the parties' settlement agreement were confirmed in a July 30, 2015 email from Ms. Lieberman's counsel to Respondent, as follows:

- "To enter into and sign a stipulated judgment on all counts contained in the original complaint;"
- "for you and your client to sign a document that certifies Deborah Lieberman will be paid first, and within 48 hours of any funding becoming available by bridge loan or otherwise;"
- "A guarantee of Ms. Lieberman's 2% interest in Mr. Arizpe's portion of ECMGII;"
- "An agreement for you to provide bi-monthly updates on the status of the project directly to Ms. Lieberman via email, and copy to myself or Kelly Flood;"
- "Good faith payments of at least \$200.00 per month . . . for August and September. The payments need to be made no later than the 16th of the month sent directly to Ms. Lieberman via cashier's check. If you insist that the payments need to be sent through your trust account, my client requests a cashier's check from you no later than August 20, 2015 and September 20, 2015."

32. Respondent replied two hours later stating, "All terms are acceptable except for the trust account cashier's check. Your client may not understand but you certainly know that an attorney's trust account is the sanctum sanctorum."

33. The first and second bullet points above were accomplished. The other items (bullet points 3, 4 and 5), however, have not been completed as contemplated.

34. Regarding the third bullet point of the July 30, 2015 settlement (the 2% interest of the ECMGII agreement) to date, the parties have not executed an agreement. Although Respondent promised in two emails (first on Sept. 11, 2015, and again on October 26, 2015) to provide an agreement that reflected the parties' understanding, he has not.

35. Regarding the fourth bullet point, the bi-monthly updates, Respondent did not provide bi-monthly updates for October, November or December 2015.

36. Regarding the fifth bullet point, the \$200.00 payments, although Ms. Lieberman received the first payment (for August 2015), she did not receive the second payment until after asserting her bar complaint. More specifically, the following communications took place:

- 9-21-15 email from Respondent to Flood²: "I have received the second \$200.00 payment from my client. Upon the check clearing my trust account, I will be sending the money directly to Ms. Lieberman."
- 10-5-15 email from Ms. Lieberman to Respondent: "Please advise as to status of payment to me from your trust account."
- 10-8-15 email from Respondent to Ms. Lieberman: "The check has been deposited into my trust account. I am checking the account each day. When it has cleared, I will send it out with email confirmation of having done so."
- 10-14-15 email from Respondent to Ms. Lieberman: "The \$200.00 check has cleared and is being mailed to you today."
- 10-26-15 email from Respondent to Ms. Lieberman: "My deepest apologies. I just came back from the Tombstone Post Office and was shocked to find the envelope with your check in my box. Apparently, I failed to either place a stamp on the envelope or failed to make sure it was adhered to the envelope. Anyway, it took this long for it to be returned. Again, I'm very sorry. This was my error. I am sending it back out today. You can be assured I will check and recheck to make sure the stamp is on it."
- 11-16-15 email from Ms. Lieberman to Respondent: "It is Monday, November 16. I still have NOT received the check you were re-sending 2 weeks ago."

² Attorney Kelly Flood stepped in to cover this case while Attorney Harris was on maternity leave.

- As of her December 3, 2015 bar complaint, Ms. Lieberman had not received the payment and Respondent's check number 1302 remained outstanding.
- On January 19, 2016, Respondent wrote check number 1304 in the amount of \$200, payable to Ms. Lieberman. Respondent intended the check as "making up for the September payment."
- Respondent stopped payment on check 1302 on August 3, 2016.

37. Despite the language in the parties' settlement agreement, in an email to IBC dated January 15, 2016, Respondent stated that Mr. Arizpe owed Ms. Lieberman \$200 for August, September *and* October 2015. In his April 29, 2016 email to IBC, Respondent explained:

This email deals with the issue of the \$200.00 payments. After reviewing my trust account records and the B of A accounting reports, I have come to the conclusion that the October payment is still in my trust account. . . . Check #1304 is the January 2016 payment making up for the September payment. . . .

38. Based on the email, three, \$200 good faith payments were to be made: the August 2015 payment, the September payment, which was not paid until January, 2016 pursuant to Respondent's email, and the October payment, which was made in check number 1302, which Respondent knew failed to clear (and which was ultimately canceled on August 3, 2016). Respondent confirmed it was his client's intent to pay Ms. Lieberman for October as well.

39. To date, Respondent has only made two, \$200 good faith payments to Ms. Lieberman (August 2015, January 2016 to make up for the September 2016 payment) despite concluding that "the October payment is still in my trust account."

Trust Account Issues

40. Respondent indicated that three (3) \$200 deposits were received for the benefit of Ms. Lieberman. Specifically, Respondent indicated that funds were deposited and simultaneously disbursed on or about August 11, 2015, September 21, 2015 and October 14, 2015, however, the records provided only account for a two (2) \$200 deposits into the IOLTA, and three (3) \$200 check disbursements.

41. The general ledger reflects that on August 21, 2015, funds due to Ms. Lieberman were received, and then disbursed by way of check number 1300,

however, the copy of the actual item indicates the check was drafted on August 20, 2015.

42. Respondent did not record any \$200.00 deposit in September. Yet, Respondent emailed Ms. Lieberman on September 21, 2015, advising he received payment from his client. Respondent further stated that “[he] will swear that [he] did in fact write a check to the Complainant in September.” But, no activity is recorded on the general ledger during the month of September 2015, nor is any activity reflected on the corresponding bank statements.

43. Regarding the October \$200.00 payment, Respondent emailed Ms. Lieberman that the funds were received and cleared on October 14, 2015. However, his general ledger shows that he received a \$200.00 deposit on October 13, 2015, and that he disbursed \$200.00 in check number 1302 on October 14, 2015. Check 1302 remained outstanding until August 3, 2016, when Respondent placed a stop order on the check.

44. Respondent failed to maintain individual client ledgers for each entity who held funds on deposit in the IOLTA.

45. Respondent also failed to retain copies of all cancelled checks.

46. Respondent failed to provide duplicate deposit slips or the equivalent for all items deposited into the IOLTA.

47. Respondent failed to perform a monthly three-way reconciliation of the account.

48. Respondent failed to maintain an administrative funds/bank charges ledger accounting for the funds held on deposit.

49. Regarding other abnormalities with Respondent’s trust account:

- Respondent identified the August 2015 beginning balance of \$172.07, as originating from a \$150 administrative funds deposit that grew with interest. However, pursuant to Rule 43(f)(3), interest earned on a trust account is to be remitted to the Arizona Foundation for Legal Services and Education (AZFLSE). Though the interest remittance reports for the account do not reflect any recent interest remittance, prior years do reflect remittance to the AZFLSE. Thus, it appears the account was established correctly, which makes it unlikely that interest earnings were retained in the IOLTA. And, the remittance reports indicate that as of January 2013 the trust account held an average daily balance of \$72.07 until approximately September 2013, at which point the average balance is reflected as \$172.07. (Indicating that the August 2015 balance

originated from unexpended funds in the trust account rather than interest earned.)

- Respondent erred in recording a \$10,000 deposit (from a different client) twice.
- Regarding check number 1301 (unrelated to this case), Respondent was unable to provide clarification for the disbursement, nor the reason for why the item remained outstanding. Subsequently, Respondent stated that the funds were disbursed in an attempt to settle a contract dispute; however, according to Respondent the recipient refused payment and the check was returned uncashed. Respondent stated that, upon receipt, he placed check number 1301 in the corresponding client's file "but made no notation in the client ledger." Respondent indicated that the client has advised him that the funds should remain in the trust account for future expenses related to the ongoing matter.

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 his conduct violated the following ethical rules:

- Rule 42, Ariz. R. Sup. Ct., ER 1.15(a) [Safekeeping Property]

Respondent failed to maintain complete trust account records.

- Rule 42, Ariz. R. Sup. Ct., ER 1.15(d) [Safekeeping Property]

Respondent failed to promptly deliver payments his client made to him, that were intended for Ms. Lieberman, to Ms. Lieberman. Respondent admits that he caused injury to Ms. Lieberman, who has not timely received all three \$200.00 good faith payments she is owed. *See In re Riggs*, 869 P.2d 170 (Ariz. 1994)(sloppy and inadequate financial management practices supported finding that conduct was

negligent rather than intentional and warranted censure, along with one-year probation).

- Rule 42, Ariz. R. Sup. Ct., ER 3.1 [Meritorious Claims and Contentions]

In the superior court action, prior to filing his March 24, 2015 Answer denying a debt his client's owed, Respondent acknowledged his client admitted the debt owed and wished to pay it in correspondence dated November 18, 2014. Respondent lacked a good faith basis in fact or law to deny paragraphs 24-30 of Ms. Lieberman's complaint. He acknowledged that although he knew his client had no defenses, he was attempting to delay resolution of the case to provide his client with time to obtain the funds necessary to pay off the debt owed. Respondent's denial of the debt contributed to Ms. Lieberman's increased litigation expense. *See In re Bowen*, 178 Ariz. 283, 287 (1994)(finding that respondent violated ER 3.1 and 3.3 where "Respondent knowingly filed an answer to the plaintiff's complaint specifically denying his clients' indebtedness. The record shows, however, that respondent knew C and D were liable for the debt-or at least part of it-when he filed the answer. Undoubtedly, knowingly submitting this false statement harmed the opposing party in its pursuit of collect the debt.").

Similarly, Respondent's May 12, 2015 and June 5, 2015 motions to set aside in the justice court action were brought without a good faith basis. As evidenced by Respondent's November 18, 2015 correspondence to Ms. Lieberman, Respondent did not have a meritorious defense to the action and lacked a good faith basis to defend the action on a debt his client admitted he owed and wished to pay. Respondent's

pleadings delayed the legal proceeding, required the judge to rule on motions that were not well founded wasting judicial resources and increasing Ms. Lieberman's costs as Ms. Lieberman had to hire counsel to respond to Respondent's pleadings.

- Rule 42, Ariz. R. Sup. Ct., ER 3.2 [Expediting Litigation]

Ms. Lieberman filed her complaint in justice court on January 21, 2015 on a debt Respondent admitted his client owed in a November 18, 2014 communication. The litigation was delayed where Respondent filed motions to set aside on both May 12, 2015 and June 5, 2015. Respondent had no substantial purpose to file either of these motions other than delay. Respondent acknowledged that he sought to provide his client time to obtain the funds owed. *See Matter of Shannon*, 179 Ariz. 52, 67, 876 P.2d 548, 563 (1994) ("In analyzing whether a respondent violated ER 3.2, "[t]he question is whether a competent lawyer acting in good faith would regard the course of action as having some substantial purpose other than delay."").

- Rule 42, Ariz. R. Sup. Ct., ER 3.3(a)(1) [Candor Toward the Tribunal]

Respondent represented to the justice court in his June 5, 2015 Motion to Set Aside Default that, "Defendant has not been properly and legally served." But, Defendant had been properly and legally served by alternative service.

- Rule 43(a), Ariz. R. Sup. Ct.

Respondent failed to keep funds belonging in whole or in part to a client/third person in connection with a representation in one or more trust accounts that are labeled as such.

- Rule 43(b)(1)(A), Ariz. R. Sup. Ct.

Respondent failed to exercise due professional care in the performance of the lawyer's duties.

- Rule 43(b)(1)(C), Ariz. R. Sup. Ct.

Respondent failed to maintain adequate internal controls under the circumstances to safeguard funds or other property held in trust.

- Rule 43(b)(2)(A), Ariz. R. Sup. Ct.

Respondent failed to maintain on a current basis, complete records of the handling, maintenance, and disposition of all funds, securities, and other property belonging in whole or in part to a client/third person in connection with a representation. These records shall include the records required by ER 1.15 and cover the entire time from receipt to the time of final disposition by the lawyer of all such funds, securities, and other property.

- Rule 43(b)(2)(B), Ariz. R. Sup. Ct.

Respondent failed to maintain or cause to be maintained an account ledger or the equivalent for each client, person, or entity for which funds have been received in trust, showing: (i) the date, amount, and payor of each receipt of funds; (ii) the date, amount, and payee of each disbursement; and (iii) any unexpended balance.

- Rule 43(b)(2)(C), Ariz. R. Sup. Ct.

Respondent failed to make or cause to be made a monthly three-way reconciliation of the client ledgers, trust account general ledger or register, and the trust account bank statement.

- Rule 43(b)(2)(D), Ariz. R. Sup. Ct.

Respondent failed to retain, in accordance with this rule, all account trust statements, cancelled pre-numbered checks (unless recorded on microfilm or stored electronically by a bank or other financial institution that maintains such records for the length of time required by this rule), other evidence of disbursements, duplicate deposit slips or the equivalent (which shall be sufficiently detailed to identify each item), and client ledgers.

- Rule 43(f)(1), Ariz. R. Sup. Ct.

Respondent failed to hold funds received that belong in whole or in part to a client or third person in connection with a representation in a proper (pooled IOLTA or separate trust) interest-bearing or dividend-earning account.

CONDITIONAL DISMISSALS

The State Bar has conditionally agreed to dismiss the following allegations/rule violations:

- Rule 42, Ariz. R. Sup. Ct., Rule 3.3(a)(1) violation based on the allegation that despite representations made to the court in his mailing certification, that Respondent deliberately failed to timely mail his Motion to Set Aside Plaintiff's Application for Entry of Default and Notice of Appearance in the justice court matter. If this matter went to hearing, bar counsel has evidence of the postmark date, which differs from the date Respondent declared to have made the mailing. But, Respondent is expected to testify that the subject United States Post Office has undergone significant turnover and that it was the fault of

the post office that his motion made it to the court, but not to Ms. Lieberman or her counsel.

- Rule 42, Ariz. R. Sup. Ct., ERs 8.4(a)(c) and (d). Although IBC expects to prove these violations if this matter went to a hearing, IBC believes the underlying misconduct at issue is addressed through more specific rule violations.

RESTITUTION

The parties agree that restitution is appropriate as follows: Two Hundred Dollars (\$200.00) payable to Deborah Lieberman.

SANCTION

Respondent and the State Bar of Arizona agree that based on the facts and circumstances of this matter, as set forth above, the following sanction is appropriate: reprimand and probation for one year, the terms of which are as follows: participation in the State Bar's Trust Account Ethics Enhancement Program and Law Office Management Assistance Program and restitution payment of \$200.00 to Ms. Lieberman.

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

Trust Account Ethics Enhancement Program

Respondent shall attend a half-day Trust Account Ethics Enhancement Program (TAEHP). Respondent shall contact the State Bar Compliance Monitor at (602) 340-7258, within 10 days from the date of service of this Order, to schedule

attendance at the next available class. Respondent will be responsible for the cost of attending the program.

Law Office Management Assistance Program

Respondent shall contact the State Bar Compliance Monitor at (602) 340-7258, within 10 days from the date of service of this Order. Respondent shall submit to a LOMAP examination of their office procedures. Respondent shall sign terms and conditions of participation, including reporting requirements, which shall be incorporated herein. Respondent will be responsible for any costs associated with LOMAP.

Restitution

Respondent shall pay restitution to Deborah Lieberman in the amount of \$200.00 within 10 (ten) days from the date of service of this Order, unless otherwise specified herein. Respondent shall contact the State Bar Compliance Monitor at 602-340-7258, to provide proof of timely payment of restitution.

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).

"The Standards provide presumptive sanctions for misconduct that depend on the lawyer's mental state when violating a particular duty and the resulting injury or potential injury. After the presumptive sanction is identified, the Court considers any aggravating and mitigating factors to determine the appropriate sanction. Standards, Preface, § I(B). The Standards do not account for multiple findings of misconduct but suggest that, at a minimum, the imposed sanction align with the sanction for the most serious finding. Standards, Theoretical Framework, § II." See *In re Alexander*, 232 Ariz. 1, 13, ¶ 50, 300 P.3d 536, 548 (2013).

The parties agree that the following Standards are the appropriate Standards given the facts and circumstances of each violation:

- Rule 42, Ariz. R. Sup. Ct., ERs 1.15(a) and 1.15(d) [Safekeeping Property]

Standard 4.13.

Reprimand is generally appropriate when a lawyer is negligent in dealing with client property and causes injury or potential injury to a client.

- Rule 42, Ariz. R. Sup. Ct., ER 3.1 [Meritorious Claims and Contentions]

Standard 6.23.

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

- Rule 42, Ariz. R. Sup. Ct., ER 3.2 [Expediting Litigation]

Standard 6.23.

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

- Rule 42, Ariz. R. Sup. Ct., ER 3.3(a)(1) [Candor Toward the Tribunal]

Standard 6.12

Suspension is “generally appropriate when a lawyer knows that false statements or documents are being submitted to the court or that material information is improperly being withheld, and takes no remedial action, and causes injury or potential injury to a party to the legal proceedings, or causes an adverse or potentially adverse effect on the legal proceeding.”

The duty violated

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

The lawyer's mental state

For purposes of this agreement the parties agree that Respondent negligently pursued non-meritorious defenses to debts owed in both the justice court and superior court actions, without a good faith basis; that Respondent negligently created unnecessary delay of the justice court action; that Respondent knowingly misrepresented that his client had not been "properly and legally" served in the justice court action and that Respondent negligently failed to properly maintain his trust accounts. The parties further agree that Respondent's 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 Ms. Lieberman, the profession and the legal system.

Aggravating and mitigating circumstances

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

In aggravation:

Standard 9.22(i) Substantial experience in the practice of law.

In mitigation:

Standard 9.32(a) Absence of a prior disciplinary record. Respondent has practiced for a total of thirty-two (32) years (the past twelve (12) of which, has been in Arizona). Prior to this matter, Respondent has not been the subject of formal discipline.

Standard 9.32(b) Absence of a dishonest or selfish motive. Respondent was not paid for his work in representing Mr. Arizpe and did not engage in the above conduct for any personal gain or selfish motive.

Standard 9.32(g) Character or reputation.

In May 2013, Respondent was elected by his peers to serve a three-year term on the Board of Governors of the Arizona State Bar Association. Respondent was re-elected to the Board of Governors for a second, three year term by his Cochise County peers in May, 2016. He has and continues to serve on several sub-committees, including the following: Persons with Disabilities in the Legal Profession and, Bar Human Resources. He endeavors to improve the practice of law through this service.

In December 2013, Respondent was appointment by the President of the Board of Governors to serve a three-year term on the Board of Directors for the Arizona Foundation for Legal Service & Education promoting accessibility of the legal system to consumers. In January 2014, both the President of the Board of Governors and the CEO of the Foundation selected Respondent to chair a liaison committee and prepare a Memorandum of Understanding and Cooperation, which both entities adopted. In summer of 2015, the Board of Governors appointed Respondent to represent the

Board at the ABA sponsored 800th anniversary of the Magna Carta in London, England.

Respondent is presently in his third year acting as the Tombstone City Prosecutor, a part-time position made by the appointment of the Mayor and Council. Prior to his appointment as prosecutor, Respondent represented indigent defendants as appointed by the Tombstone Magistrate Court pursuant to a reduced fee schedule or on a pro bono basis.

Pursuant to the Respondent's résumé which is on file and is available for review, he has a history of also being very involved in numerous activities to improve the practice of law and his community for his twenty (20) years of practice in the State of Ohio, prior to his practice in Arizona

On a more personal note, Respondent has been an active member of the Tombstone Community Congregational Church since 2003 serving both on the Church Council and Board of Trustees. For the past eight (8) years he has also helped resolve disputes among community members serving as a Church Moderator. Respondent also re-established the Tombstone Food Bank, a non-profit 501(c)(3) organization serving over 800 individuals and families in Cochise County. Respondent also volunteers as an adjunct teacher at the Tombstone High School for the Academic Decathlon class, coaches students, and regularly endeavors to improve the lives of the members of his community.

Finally, Respondent was appointed by the Cochise County Board of Supervisors for a five (5) year non-paid position on the Cochise County Planning &

Zoning Commission. He is currently serving his second year as Chairman as elected by his eight (8) fellow commissioners.

Discussion

The parties have conditionally agreed that, upon application of the aggravating and mitigating factors to the facts of this case, reprimand is the appropriate sanction.

The parties have conditionally agreed that although the most severe applicable standard is suspension, the mitigating factors support a lesser sanction of reprimand. Specifically, the fact that Respondent has been practicing for 32 years and has no prior disciplinary history suggests that the facts of this case were an isolated incident and that a reprimand will protect the public. Further, reprimand is the presumptive sanction for the majority of Respondent's conditionally admitted violations set forth herein. This agreement was based on the facts and conditional agreements set forth above.

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, 41, 90 P.3d 764, 778. Recognizing that determination of the appropriate sanction is the prerogative of the Presiding Disciplinary Judge, IBC and Respondent believe that the objectives of discipline will be met by the imposition of the proposed sanction of

reprimand, one year of probation, with terms including Trust Account Ethics Enhancement Program and Law Office Management Assistance Program and restitution of \$200.00 payable to Deborah Lieberman. A proposed form order is attached hereto as **Exhibit B**.

DATED this 6th day of January, 2017.

Independent Bar Counsel
State Bar of Arizona


Meredith L. Vivona

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 3rd day of January, 2017.


Patrick K. Greene
Respondent

Approved as to form and content


George Riemer
Executive Director, Commission on Judicial Conduct

Original filed with the Disciplinary Clerk of
the Office of the Presiding Disciplinary Judge
of the Supreme Court of Arizona
this 6th day of January 2017.

Copies of the foregoing mailed/mailed
this 6th day of January 2017 to:

Patrick K. Greene
Patrick K. Greene, Attorney at Law
P.O. Box 1609
410 E. Toughnut Street
Tombstone, Arizona 85638
Email: pkgreenelaw@gmail.com

Copy of the foregoing emailed
this 6th day of January, 2017, to:

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

Copy of the foregoing hand-delivered
this 6th day of January, 2017, to:

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

by: 

EXHIBIT A

Statement of Costs and Expenses

In the Matter of a Member of the State Bar of Arizona,
Patrick K, Greene, Bar No. 022881, Respondent

File No. 15-3221

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

EXHIBIT B

BEFORE THE PRESIDING DISCIPLINARY JUDGE

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

PATRICK K. GREENE
BAR NO. 022881,

Respondent.

PDJ 2016-_____

FINAL JUDGMENT AND ORDER

State Bar No. 15-3221

The Presiding Disciplinary Judge of the Supreme Court of Arizona, having reviewed the Agreement for Discipline by Consent filed on January ____, 2017, pursuant to Rule 57(a), Ariz. R. Sup. Ct., hereby accepts the parties' proposed agreement.

Accordingly:

IT IS HEREBY ORDERED Respondent, **Patrick K. Greene**, is reprimanded effective the date of this order for his conduct in violation of the Arizona Rules of Professional Conduct, as outlined in the consent documents.

IT IS FURTHER ORDERED as a term of probation, Mr. Greene shall pay restitution to Deborah Lieberman in the amount of two-hundred dollars (\$200.00) within ten (10) days from the date of service of this Order.

IT IS FURTHER ORDERED Mr. Greene shall be placed on probation for a period of one year.

IT IS FURTHER ORDERED Mr. Greene shall contact the director of the State Bar's Law Office Management Assistance Program (LOMAP), at 602-340-

7332, within thirty (30) days of the date of the final judgment and order. Mr. Greene shall submit to a LOMAP examination of his office's procedures, including, but not limited to, compliance with ERs 1.15(a) and 1.15(d). The director of LOMAP shall develop "Terms and Conditions of Probation", and those terms shall be incorporated herein by reference. The probation period will commence at the time of the entry of the judgment and order and will conclude one year from that date. Mr. Greene shall be responsible for any costs associated with LOMAP.

IT IS FURTHER ORDERED as a term of probation, Mr. Greene shall attend a half-day Trust Account Ethics Enhancement Program (TAEPP). Mr. Greene must contact the TAEPP Program Coordinator, State Bar of Arizona, at (602) 340-7278, within twenty (20) days from the date of the final judgment and order. Mr. Greene shall be responsible for the cost of attending the program.

IT IS FURTHER ORDERED that Mr. Greene shall pay the costs and expenses of the State Bar of Arizona in the amount of \$ 1,200.00, within thirty (30) days from the date of service of this Order. If costs are not paid within thirty (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 _____.

DATED this ____ day of _____, 2016.

William J. O'Neil, Presiding Disciplinary Judge

Copies of the foregoing mailed/mailed
this ____ day of _____, 2017, to:

Patrick K. Greene, Bar No. 022881
Patrick K. Greene, Attorney at Law
P.O. Box 1609
410 E. Toughnut Street
Tombstone, Arizona 85638
Email: pkgreenelaw@gmail.com

Meredith Vivona
Independent Bar Counsel
Office of the Arizona Commission on Judicial Conduct
1501 W. Washington St., Suite 229
Phoenix, Arizona 85007
mvivona@courts.az.gov

Lawyer regulation Records Manager
State Bar of Arizona
4201 North 24th Street, Suite 100
Phoenix, Arizona 85016-6266
lro@staff.azbar.org