

**BEFORE THE PRESIDING DISCIPLINARY JUDGE**

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

**DAVID WAYNE MIZE, JR.,**  
**Bar No. 030409**

Respondent.

**PDJ 2017-9105**

**FINAL JUDGMENT AND  
ORDER**

[State Bar Nos. 16-1645, 17-0144]

**FILED OCTOBER 5, 2017**

The Presiding Disciplinary Judge having reviewed the Agreement for Discipline by Consent filed on September 13, 2017, under Rule 57(a), Ariz. R. Sup. Ct., accepts the parties' proposed Agreement. Accordingly:

**IT IS ORDERED** Respondent, **David Wayne Mize, Jr.**, 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. Mize shall be placed on probation for a period of two (2) years (LOMAP).

**IT IS FURTHER ORDERED** Mr. Mize shall contact the State Bar Compliance Monitor at (602) 340-7258, within ten (10) days from the date of this order. Mr. Mize shall submit to a LOMAP examination of his office procedures. Mr. Mize shall sign terms and conditions of participation, including reporting

requirements, which shall be incorporated herein. Mr. Mize shall be responsible for any costs associated with LOMAP.

**IT IS FURTHER ORDERED** Mr. Mize 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. There are no costs or expenses incurred by the disciplinary clerk and/or Presiding Disciplinary Judge's Office with these disciplinary proceedings.

**DATED** this 5th day of October, 2017.

*William J. O'Neil*

---

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

Copies of the foregoing mailed/mailed  
this 5th day of October, 2017, to:

J. Scott Rhodes  
Jessica L. Beckwith  
Jennings, Strouss & Salmon, PLC  
One East Washington Street, Suite 1900  
Phoenix, Arizona 85004-2554  
Email: [MinuteEntries@jsslaw.com](mailto:MinuteEntries@jsslaw.com)  
Respondent's Counsel

Bradley F. Perry  
Staff Bar Counsel  
State Bar of Arizona  
4201 N 24<sup>th</sup> Street, Suite 100  
Phoenix, Arizona 85016-6266  
Email: [LRO@staff.azbar.org](mailto:LRO@staff.azbar.org)

by: AMcQueen

**BEFORE THE PRESIDING DISCIPLINARY JUDGE**

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

**DAVID WAYNE MIZE, JR.,**  
**Bar No. 030409**

Respondent.

**PDJ-2017-9105**

**DECISION AND ORDER  
ACCEPTING DISCIPLINE BY  
CONSENT**

[State Bar Nos. 16-1645, 17-0144]

**FILED OCTOBER 5, 2017**

Probable Cause orders issued on July 21, 2017. The parties filed their Agreement for Discipline by Consent filed on September 13, 2017 pursuant to Rule 57(a), Ariz. R. Sup. Ct., prior to the issuance a formal complaint.

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. Mize has voluntarily waived the right to an adjudicatory hearing, and waived all motions, defenses, objections or requests that could be asserted upon approval of the proposed form of discipline. Notice of this Agreement and an

opportunity to object as required by Rule 53(b)(3), Ariz. R. Sup. Ct., was provided by letter to the complainant(s) on September 8, 2017. No objections have been filed.

The Agreement details a factual basis to support the conditional admissions. Mr. Mize conditionally admits he violated Rule 42, ERs 1.4 (communication) and 1.6 (confidential information). The agreed upon sanctions include a reprimand and two (2) years of probation with the State Bar Law Office Management Assistance Program (LOMAP), and costs totaling 1,200.00 within thirty (30) days from this order. The conditional admissions are briefly summarized.

While practicing law in private consumer debt relief, Mr. Mize admits he gave access to his representation agreement forms to debit relief companies. Mr. Mize admits he negligently permitted non-attorneys to ask potential clients to sign representation agreements hiring him for legal services and making payment without first being given an option to speak to him directly. Mr. Mize did not authorize the debit relief companies making the referral to tell potential clients they needed to sign an engagement agreement before speaking with Mr. Mize. Mr. Mize further provided identifying client information and information regarding attorney fees to a factoring company.

Rule 58(k) provides sanctions shall be determined under the *American Bar Association Standards for Imposing Lawyer Sanctions*, (“Standards”).

The parties agree *Standard 4.43, Lack of Diligence* applies to Mr. Mize's violation of ER 1.4 and provides that reprimand is 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.

As stipulated, Mr. Mize negligently permitted non-attorneys to ask potential clients to sign representation agreements for his legal services without first being given an option to speak with Mr. Mize. This caused potential harm to potential clients.

*Standard 4.42, Failure to Preserve the client's Confidences* applies to Mr. Mize's violation of ER 1.6 and provides suspension is generally appropriate when a lawyer knowingly reveals information relating to the representation of a client not otherwise lawfully permitted to be disclosed, and this disclosure causes injury or potential injury to a client.

Mr. Mize knowingly provided client information to a factoring company by providing the factoring company with client identifying information and information regarding Mr. Mize's attorney fees and caused potential harm to potential clients.

The parties stipulate that *Standard 4.33* (reprimand) is controlling given potential harm occurred with Mr. Mize's violation of ER 1.4.

The parties agree aggravating factor 9.22(d) multiple offenses is present. The factors present in mitigation are *Standard 9.32(a)* absence of prior disciplinary

record, 9.32(e) cooperative attitude toward proceedings, and 9.32(1) inexperience in the practice of law.

The parties agree to a reprimand and two (2) years of probation (LOMAP). Mr. Mize shall also pay the State Bar's costs and expenses totaling \$1,2000.00 within thirty (30) days.

There are multiple shortfalls in the actions of Mr. Mize. Under the admitted facts, he did not meet initially with clients but apparently received signed fee agreements before any initial meeting that might have occurred. A reasonable person would make inquiry. The signed fee agreements also came with payment. The appearance is payment caused a blind eye to ethical performance. It might be conceivable that a lawyer would receive a signed fee agreement with payment in full on one occasion and negligently fail to make inquiry. Negligence swiftly shifts to knowingly when the event of misconduct multiples. Mr. Mize may have never told the consumer debt companies what to tell the referred clients, but the appearance is he profited by his silence.

Mitigating factors are important considerations in discipline proceedings. Attorney discipline protects the public, the profession and the administration of justice. Discipline holds no goal of punishment, but it holds the hope for rehabilitation, guidance, and the preclusion of future misconduct because of

increased awareness and knowledge. A cooperative approach to those goals is significant mitigation. The objective of discipline is met by the reprimand.

Now therefore,

**IT IS ORDERED** accepting and incorporating the Agreement and any supporting documents by this reference. The agreed upon sanctions are reprimand, probation and costs. There are no costs incurred by the Office of the Presiding Disciplinary Judge. A final judgment and order is signed this date.

**DATED** this 5<sup>th</sup> day of October, 2017.

*William J. O'Neil*  

---

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

COPY of the foregoing e-mailed/mailed  
on this 5<sup>th</sup> day of October 2017, to:

Bradley F. Perry  
Bar Counsel  
State Bar of Arizona  
4201 N 24<sup>th</sup> Street, Suite 100  
Phoenix, Arizona 85016-6266  
Email: [LRO@staff.azbar.org](mailto:LRO@staff.azbar.org)

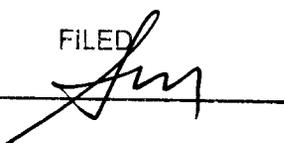
J. Scott Rhodes  
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One East Washington Street, Suite 1900  
Phoenix, AZ 85004-2554  
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Respondent's Counsel

by: AMcQueen

Bradley F. Perry, Bar No. 025682  
Staff Bar Counsel  
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OFFICE OF THE  
PRESIDING DISCIPLINARY JUDGE  
SUPREME COURT OF ARIZONA

SEP 13 2017

FILED  
BY 

J. Scott Rhodes, Bar No. 016721  
Jessica L. Beckwith, Bar No. 027228  
Jennings, Strouss & Salmon, PLC  
One East Washington Street, Suite 1900  
Phoenix, Arizona 85004-2554  
Attorneys for Respondent  
Email: [MinuteEntries@jsslaw.com](mailto:MinuteEntries@jsslaw.com)

**BEFORE THE PRESIDING DISCIPLINARY JUDGE**

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

**DAVID WAYNE MIZE,  
Bar No. 030409,**

Respondent.

PDJ 2017-9105

State Bar File Nos. 16-1645, 17-0144

**AGREEMENT FOR DISCIPLINE  
BY CONSENT**

The State Bar of Arizona, through undersigned Bar Counsel, and Respondent, David Wayne Mize, Jr., who is represented in this matter by counsel, J. Scott Rhodes and Jessica L. Beckwith, hereby submit their Agreement for Discipline by Consent, pursuant to Rule 57(a), Ariz. R. Sup. Ct. A Probable Cause

Order was entered in both 16-1645 and 17-0144 on July 21, 2017, but no formal complaint has been filed in either matter. Respondent voluntarily waives the right to an adjudicatory hearing, unless otherwise ordered, and waives all motions, defenses, objections or requests which have been made or raised, or could be asserted thereafter, if the conditional admission and proposed form of discipline is approved.

Pursuant to Rule 53(b)(3), Ariz. R. Sup. Ct., notice of this Agreement was provided to the complainant(s) by letter on September 8, 2017. Complainants have been notified of the opportunity to file a written objection to the agreement with the State Bar within five (5) business days of Bar Counsel's notice. Copies of Complainants' objections, if any, have been or will be provided to the presiding disciplinary judge.

Respondent conditionally admits that his conduct, as set forth below, violated Rule 42, ERs 1.4 (Communication) and 1.6 (Confidential Information). Upon acceptance of this Agreement, Respondent agrees to accept imposition of the following discipline: reprimand and two years of probation, which shall include participation in the Law Office Management Assistance Program (LOMAP). 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.<sup>1</sup> 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 August 13, 2013.

2. At times relevant to this matter, Respondent practiced in the area of consumer debt relief. Respondent states that he is in the process of ending that area of practice.

3. Respondent allowed third-party consumer debt relief companies that only offered federal student loan consolidation services to offer Respondent's services, which focused on advice relating to private student loan debt, to prospective clients, if those clients requested debt relief services related to private

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<sup>1</sup> Respondent understands that the costs and expenses of the disciplinary proceeding include the costs and expenses of the State Bar of Arizona, the Disciplinary Clerk, the Probable Cause Committee, the Presiding Disciplinary Judge, and the Supreme Court of Arizona.

student loans. Respondent did not pay the debt relief companies any fee for the potential referral information.

4. When Respondent began receiving referrals from these debt relief companies, he gave the companies access to his representation agreement for informational purposes only. Respondent did this so that the companies could understand the scope of services he offered clients.

5. The debt relief companies provided prospective clients with Respondent's representation agreement, an account agreement that authorized a payment processing company to withdraw monthly payments from the client's bank account, and a verbal explanation of the documents and Respondent's services.

6. The amount of the monthly payments was generally determined by the amount of debt owed by the client.

7. A prospective client could elect to sign the representation agreement and enter into an attorney/client relationship without speaking to Respondent. After obtaining a client, Respondent sold the client's account to a factoring company. The factoring company paid Respondent thirty percent of the gross receivable

value of the account, calculated as the total of the monthly payments, and the factoring company then received the ongoing monthly payments.

8. Respondent provided the factoring company with the client's personal identifying information and information about the loan when the client's account was sold.

9. Respondent's clients were told that if the client chose to stop making payments on his or her loans, the lenders may be incentivized to negotiate the debt. Respondent learned through experience that, if a client did not have other grounds by which Respondent could successfully negotiate a settlement (*e.g.*, exigent and serious personal health or similar circumstances), and if the debtor felt it was necessary to try to re-negotiate debt repayment terms, most lenders would not settle a debt if the debtor was making regular payments.

10. In certain cases, once a client was delinquent on his or her loan payments, Respondent attempted to re-negotiate the debt repayment terms or to settle the debt for a lesser amount. If the case was appropriate for litigation, at the client's request, Respondent would introduce the client to a litigation attorney who could handle the litigation.

**COUNT ONE (File No. 16-1645/ Taboada)**

11. Tony Taboada was contacted by Go2Finance, a consumer debt relief company specializing in federal student loan debt relief, which offered to help Mr. Taboada with his federal student loan debt.

12. Go2Finance asked Mr. Taboada for his personal identifying information, which Mr. Taboada provided over the phone. Mr. Taboada told Go2Finance that he had private student loan debt. Because Go2Finance does not assist consumers with private student loan debt, Go2Finance suggested that Mr. Taboada retain Respondent.

13. Go2Finance then sent Mr. Taboada documents via email for his review and signature, including an attorney engagement agreement for Respondent.

14. Go2Finance was under no contractual obligation to refer potential clients, like Mr. Taboada, to Respondent, nor did Go2Finance receive any consideration for doing so.

15. The representative from Go2Finance informed Mr. Taboada that Respondent would send a cease and desist letter to the creditor, initiate the process for legal action, and that Mr. Taboada would no longer have to make loan

payments. Mr. Taboada was told that the only fee he would have to pay was Respondent's fee.

16. Mr. Taboada asked to speak with Respondent prior to signing the documents, but was informed by the Go2Finance representative that he needed to make a \$700.00 payment before speaking with Respondent.

17. Respondent never authorized Go2Finance to tell potential clients, including Mr. Taboada, that they needed to make payments before they could speak to Respondent.

18. Mr. Taboada declined Respondent's services and never paid any fees to Respondent.

**COUNT TWO** (File No. 17-0144/Martin)

19. Gene Martin was contacted via telephone by a representative from DocuPrep Center, a private consumer debt relief company specializing in federal student loan debt relief. Mr. Martin told DocuPrep Center that he had private student loan debt. Because DocuPrep Center does not assist consumers with private student loan debt, DocuPrep Center suggested that Mr. Martin retain Respondent.

20. The representative provided Mr. Martin with two documents to review and sign, entitled, “DebtPay Secure Account Service Account Agreement and Disclosure Statement” and “David Mize Law PLLC Attorney Engagement Agreement.”

21. DocuPrep Center was under no contractual obligation to refer potential clients, like Mr. Martin, to Respondent, nor did DocuPrep Center receive any consideration for doing so.

22. The Account Agreement authorized Secure Account Service (SAS) to withdraw \$708.23 per month from Mr. Martin’s account for 12 months, for a total of \$8,498.76. The payments would then be disbursed to GST Factoring Company within 3 days.

23. The Engagement Agreement states Respondent would represent Mr. Martin in “efforts to eliminate (or reduce, as the facts of [the] case dictate) student loan debt and/or unsecured debts, primarily through negotiations with your lenders...” Representation includes “a letter of representation to any third party with whom Client has allegedly entered into a student loan contract or other unsecured debt,” “evaluation of documents that are produced by Client, and/or [creditors or debt collectors],” “analysis of Client’s rights and remedies,”

representing Client in litigation or assisting Client in retaining local counsel, and “negotiation and drafting of settlement and release agreements.”

24. Signing the engagement agreement confirms that a client “(a)...read and understood this letter in its entirety,” (b) “obtained such separate counsel as you deem necessary for consideration of this letter,” (c) consents “to the terms of the attorney’s representation,” and (d) understands they “have the absolute right to seek the advice of independent counsel with respect to your decision concerning this representation.”

25. Mr. Martin states he reviewed the documents, called the DocuPrep Center representative back, and requested to speak with Respondent prior to signing. Mr. Martin was initially informed that he could not speak to Respondent until he signed the documents. However, Mr. Martin was later able to speak with Respondent.

26. Respondent never authorized DocuPrep Center to tell potential clients, including Mr. Martin, that they needed to make payments before they could speak to Respondent.

27. Mr. Martin declined Respondent’s services and never paid any fees to Respondent.

## **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 Rule 42, Ariz. R. Sup. Ct., specifically ERs 1.4 and 1.6.

## **RESTITUTION**

Restitution is not an issue in this matter.

## **SANCTION**

Respondent and the State Bar of Arizona agree that based on the facts and circumstances of this matter, as set forth above, the following sanctions are appropriate: reprimand and two years of probation, which shall include participation in LOMAP.

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

## **NON-COMPLIANCE LANGUAGE**

In the event that Respondent fails to comply with any 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.

Regarding the violation of ER 1.4, the parties agree that *Standard* 4.43 is the appropriate *Standard* given the facts and circumstances of this matter. *Standard* 4.43 provides that reprimand is 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.

Regarding the violation of ER 1.6, the parties agree that *Standard* 4.22 is appropriate. *Standard* 4.22 states that suspension is generally appropriate when a lawyer reveals information relating to the representation of a client not otherwise permitted to be disclosed, and this disclosure causes injury or potential injury to a client.

The parties agree that *Standard* 4.43 should control in this matter as the potential harm of engaging an attorney without first speaking to him or her is greater than the potential harm of having identifying and loan information provided to a factoring company. Additionally, Mr. Taboada and Mr. Martin did not engage

Respondent's services and therefore their information was not provided to the factoring company.

**The duty violated**

As described above, Respondent's conduct violated his duty to his clients.

**The lawyer's mental state**

For purposes of this Agreement, the parties agree that by giving debt relief companies access to his representation agreement, Respondent negligently allowed non-attorneys to ask Mr. Taboada and Mr. Martin to sign representation agreements employing Respondent's services without first being given an option to speak with Respondent. Respondent never authorized the consumer debt companies making referrals to tell these or any other potential clients that potential clients needed to sign an engagement agreement before Respondent would speak with the potential client. Respondent also knowingly provided client information to a factoring company by providing the factoring company with client identifying information and information about the amount of fees Respondent was receiving from a particular matter. 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 potential harm to potential clients, not actual harm.

**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(d)* – Multiple offenses.

**In mitigation:**

*Standard 9.32(a)* Absence of a Prior Disciplinary Record

*Standard 9.32(e)* Cooperative attitude toward proceedings

*Standard 9.32(f)* Inexperience in the Practice of Law

**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.

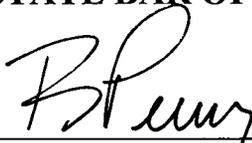
Based on the *Standards* and in light of the facts and circumstances of this matter, the parties conditionally agree that the sanction set forth above is within the range of appropriate sanction and will serve the purposes of lawyer discipline.

### 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 a reprimand, two years of probation with LOMAP, and the imposition of costs and expenses. A proposed form order is attached hereto as Exhibit B.

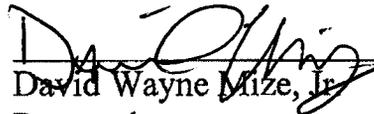
DATED this 8<sup>th</sup> day of September 2017.

STATE BAR OF ARIZONA

  
\_\_\_\_\_  
Bradley F. Perry  
Staff Bar Counsel

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

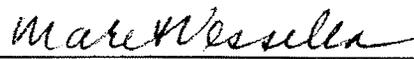
**DATED** this 11<sup>th</sup> day of September, 2017.

  
\_\_\_\_\_  
David Wayne Mize, Jr.  
Respondent

**DATED** this 13<sup>th</sup> day of September, 2017.

  
\_\_\_\_\_  
J. Scott Rhodes, Esq.  
Jessica L. Beckwith, Esq.  
Respondent's Counsel

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 September, 2017.

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

**DATED** this \_\_\_\_\_ day of September, 2017.

\_\_\_\_\_  
David Wayne Mize, Jr.  
Respondent

**DATED** this \_\_\_\_\_ day of September, 2017.

\_\_\_\_\_  
J. Scott Rhodes, Esq.  
Jessica L. Beckwith, Esq.  
Respondent's Counsel

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 13<sup>th</sup> day of September, 2017.

Copy of the foregoing emailed  
this 13<sup>th</sup> day of September, 2017, to:

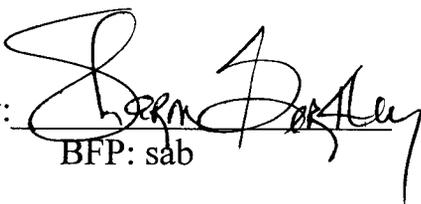
The Honorable William J. O'Neil  
Presiding Disciplinary Judge  
Supreme Court of Arizona  
1501 West Washington Street, Suite 102  
Phoenix, Arizona 85007  
E-mail: [officepdj@courts.az.gov](mailto:officepdj@courts.az.gov)

Copy of the foregoing mailed/emailed  
this 13<sup>th</sup> day of September, 2017, to:

J. Scott Rhodes, Bar No. 016721  
Jessica L. Beckwith, Bar No. 027228  
Jennings, Strouss & Salmon, PLC  
One East Washington Street, Suite 1900  
Phoenix, Arizona 85004-2554  
Attorneys for Respondent  
Email: [MinuteEntries@jsslaw.com](mailto:MinuteEntries@jsslaw.com)

Copy of the foregoing hand-delivered  
this 13<sup>th</sup> day of September, 2017, to:

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

by:   
BFP: sab

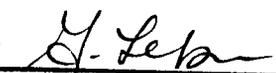
BEFORE THE ATTORNEY DISCIPLINE  
PROBABLE CAUSE COMMITTEE  
OF THE SUPREME COURT OF ARIZONA

FILED

JUL 21 2017

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

No. 16-1645

BY 

DAVID WAYNE. MIZE  
Bar No. 030409

PROBABLE CAUSE ORDER

Respondent.

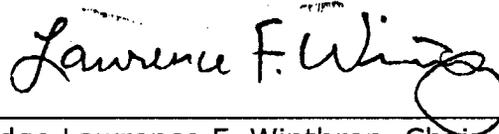
The Attorney Discipline Probable Cause Committee of the Supreme Court of Arizona ("Committee") reviewed this matter on July 7, 2017, pursuant to Rules 50 and 55, Ariz. R. Sup. Ct., for consideration of the State Bar's Report of Investigation and Recommendation.

By a vote of 8-0-1<sup>1</sup>, the Committee finds probable cause exists to file a complaint against Respondent in File No. 16-1645.

**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 21 day of July, 2017.



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

<sup>1</sup> Committee member Charles Muchmore did not participate in this matter.

Original filed this 21<sup>st</sup> day  
of July, 2017, with:

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

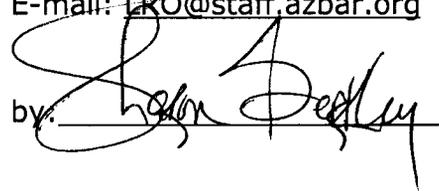
Copy mailed this 24<sup>th</sup> day  
of July, 2017, to:

David Wayne Mize, Jr.  
2415 East Camelback Road, Suite 700  
Phoenix, Arizona 85016-9294  
Respondent

Copy emailed this 24<sup>th</sup> day  
of July, 2017, 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](mailto:ProbableCauseComm@courts.az.gov)

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4201 North 24<sup>th</sup> Street, Suite 100  
Phoenix, Arizona 85016-6266  
E-mail: [LRO@staff.azbar.org](mailto:LRO@staff.azbar.org)

by: 

**FILED**

JUL 21 2017

**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,**

No. 17-0144

BY



**DAVID WAYNE MIZE,  
Bar No. 030409,**

**PROBABLE CAUSE ORDER**

Respondent.

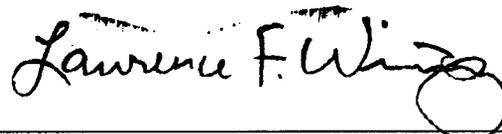
The Attorney Discipline Probable Cause Committee of the Supreme Court of Arizona ("Committee") reviewed this matter on July 7, 2017, pursuant to Rules 50 and 55, Ariz. R. Sup. Ct., for consideration of the State Bar's Report of Investigation and Recommendation.

By a vote of 8-0-1<sup>1</sup>, the Committee finds probable cause exists to file a complaint against Respondent in File No. 17-0144.

**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 21 day of July, 2017.



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

<sup>1</sup> Committee member Charles Muchmore did not participate in this matter.

Original filed this 21<sup>st</sup> day  
of July, 2017, with:

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

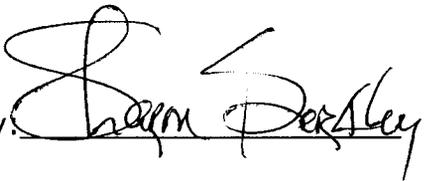
Copy mailed this 24<sup>th</sup> day  
of July, 2017, to:

David Wayne Mize, Jr.  
2415 East Camelback Road, Suite 700  
Phoenix, Arizona 85016-9294  
Respondent

Copy emailed this 24<sup>th</sup> day  
of July, 2017, 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](mailto:ProbableCauseComm@courts.az.gov)

Lawyer Regulation Records Manager  
State Bar of Arizona  
4201 North 24<sup>th</sup> Street, Suite 100  
Phoenix, Arizona 85016-6266  
E-mail: [LRO@staff.azbar.org](mailto:LRO@staff.azbar.org)

by: 

# **EXHIBIT A**

## Statement of Costs and Expenses

In the Matter of a Member of the State Bar of Arizona,  
David Wayne Mize, Bar No. 030409, Respondent

File Nos. 16-1645 & 17-0144

### 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 MEMBER  
OF THE STATE BAR OF  
ARIZONA,**

**DAVID WAYNE MIZE, JR.,  
Bar No. 030409,**

Respondent.

PDJ 2017-\_\_\_\_\_

**FINAL JUDGMENT AND  
ORDER**

[State Bar No. 16-1645, 17-0144]

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, **David Wayne Mize, Jr.**, is hereby reprimanded for his conduct in violation of the Arizona Rules of Professional Conduct, as outlined in the consent documents.

**IT IS FURTHER ORDERED** that Respondent shall be placed on probation for a period of two years.

**IT IS FURTHER ORDERED** that, LOMAP: 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.

**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, 2017.

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**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, 2017.

Copies of the foregoing mailed/mailed  
this \_\_\_\_\_ day of September, 2017, to:

J. Scott Rhodes, Bar No. 016721  
Jessica L. Beckwith, Bar No. 027228  
Jennings, Strouss & Salmon, PLC  
One East Washington Street, Suite 1900  
Phoenix, Arizona 85004-2554  
Attorneys for Respondent  
Email: [MinuteEntries@jsslaw.com](mailto:MinuteEntries@jsslaw.com)

Copy of the foregoing emailed/hand-delivered  
this \_\_\_\_\_ day of September, 2017, to:

Bradley F. Perry  
Staff Bar Counsel  
State Bar of Arizona  
4201 N 24<sup>th</sup> Street, Suite 100  
Phoenix, Arizona 85016-6266  
Email: [LRO@staff.azbar.org](mailto:LRO@staff.azbar.org)

Copy of the foregoing hand-delivered  
this \_\_\_\_\_ day of September, 2017 to:

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

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

