

BEFORE THE PRESIDING DISCIPLINARY JUDGE

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

AARON CRANE,
Bar No. 021732

Respondent.

PDJ 2018-9124

**FINAL JUDGMENT AND
ORDER**

[State Bar Nos. 17-3645 & 18-0462]

FILED MARCH 11, 2019

The Presiding Disciplinary Judge accepted the Agreement for Discipline Consent filed by the parties on February 13, 2019.

Accordingly:

IT IS ORDERED Respondent **AARON CRANE, Bar No. 021732**, is suspended for six (6) months and one (1) day for his conduct in violation of the Arizona Rules of Professional Conduct, as outlined in the consent documents, effective thirty (30) days from the date of this order.

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

IT IS FURTHER ORDERED Respondent shall be subject to any additional terms imposed by the Presiding Disciplinary Judge as a result of reinstatement hearings held.

IT IS FURTHER ORDERED Respondent 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 in these disciplinary proceedings.

DATED this 11th day of March, 2019.

William J. O'Neil

William J. O'Neil, Presiding Disciplinary Judge

Copies of the foregoing mailed/emailed
this 11th day of March, 2019, to:

David L Sandweiss
Senior Bar Counsel
State Bar of Arizona
4201 N 24th Street, Suite 100
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Email: LRO@staff.azbar.org

Aaron Crane
846 La Vina Ln.
Altadena, CA 91001-3754
Email: aarcrane1@gmail.com
Respondent

by: AMcQueen

BEFORE THE PRESIDING DISCIPLINARY JUDGE

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

AARON CRANE,
Bar No. 021732

Respondent.

PDJ-2018-9124

**DECISION ACCEPTING
DISCIPLINE BY CONSENT**

[State Bar Nos. 17-3645 & 18-0462]

FILED MARCH 11, 2019

Under Rule 57(a), Ariz. R. Sup. Ct.,¹ an Agreement for Discipline by Consent (“Agreement”), was filed on February 13, 2019. Probable Cause Orders issued on October 31, 2018, and the formal complaint was filed on December 11, 2018. Mr. Crane is self-represented, and the State Bar of Arizona is represented by Senior Bar Counsel David L. Sandweiss.

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. Crane has voluntarily waived the right to an adjudicatory hearing, and waived all

¹ Unless otherwise stated all Rule references are to the Ariz. R. Sup. Ct.

motions, defenses, objections or requests that could be asserted upon approval of the proposed form of discipline. Under Rule 53(b)(3), notice and an opportunity to object was provided to the Complainant(s) by letter and email on February 11, 2019. One objection was filed on February 19, 2019 stating that disbarment is a more appropriate sanction based on the harm that occurred in his case, and that compensation is appropriate for his injuries, loss of career, pain and suffering, and the wrongful death of his wife.

In considering this agreement the PDJ has noted, considered, and not ignored the objection. It has merit. Notwithstanding, the Court has held that consequences such as monetary damages and restitution are best left to civil courts. Restitution through the attorney discipline system should not be a substitute for a malpractice action. *Matter of Murphy*, 188 Ariz. 375, 936 P.2d 1269 (1997). However, nothing within this ruling is a comment on whether monetary damages should be awarded to Complainant(s). Such awards are not available in disciplinary proceedings and clients may seek redress in the form of a malpractice claim or civil lawsuit.

The Agreement details a factual basis to support the conditional admissions. It is incorporated by this reference. Mr. Crane admits to violating Rule 42, ER 1.2 (scope of representations), ER 1.3 (diligence), ER 1.4 (communication), ER 3.2 (expediting litigation), ER 7.1 (communication concerning a lawyer's services), ER 8.4(c) conduct involving dishonesty, deceit, fraud or misrepresentations), and ER 8.4(d) (conduct

prejudicial to the administration to the administration of justice). Upon acceptance of the agreement the parties stipulate to a six (6) month and one (1) day suspension and the payment of costs of \$1,200.00 within thirty (30) days from the date of this order.

The misconduct is briefly summarized. Mr. Crane represented clients in personal injury and civil litigation. In multiple matters, he failed to adequately communicate with clients and diligently represent them. Specifically, Mr. Crane failed to draft or file a lawsuit on behalf of clients and misrepresented the status of the matters to clients. He made false statements to other clients and opposing counsel to cover up his lack of diligence and deleted critical emails from clients and the Court. His lack of diligence caused one matter to be dismissed and the statute of limitations to run in another matter. In a separate matter, he failed to convey a settlement offer and allowed the acceptance deadline to expire.

Mr. Crane further falsified financial documents as part of his loan rehabilitation packet when seeking aid regarding his student loans. Specifically, he provided false information regarding his monthly income in violation of the U.S. Criminal Code and 20 U.S.C 1097. In addition, he presented a false resume to multiple employers which contained inconsistencies and omissions.

The parties agree Mr. Crane's mental state involved intentional, knowing and negligent misconduct and that the following *Standards* are applicable:

Standard 4.41, Lack of Diligence is applicable to Mr. Crane's violation of ERs 1.2, 1.3, and 1.4 and provides that disbarment is generally appropriate when a lawyer knowingly fails to perform services for a client and causes serious or potentially serious injury to a client; or a lawyer engages in a pattern of neglect with respect to client matters and causes serious or potentially serious injury to a client.

Standard 5.11, Failure to Maintain Personal Integrity is applicable to Mr. Crane's violation of ER 8.4(c) and provides that disbarment is appropriate when a lawyer engages in any intentional conduct involving dishonesty, fraud, deceit, or misrepresentation that seriously adversely reflects on the lawyer's fitness to practice.

Standard 6.22, Abuse of the Legal Process is applicable to Mr. Crane's violation of ER 3.2 and provides that suspension is appropriate when a lawyer knowingly violates a court order or rule, and there is injury or potential injury to a client or a party, or interference or potential interference with a legal proceeding.

Standard 7.2 Violations of Other Duties Owed as a Professional is applicable to his violation of ER 7.1 and provides that suspension is generally appropriate when a lawyer knowingly engages in conduct that is a violation of a duty owed as a professional and causes injury or potential injury to a client, the public, or the legal system.

The parties further agree Mr. Crane's conduct violated his duty to clients, the legal profession, the legal system, and the public. His misconduct caused actual and

potential harm to clients, the legal profession, the legal system and the public. The presumptive sanction is disbarment.

In aggravation, the parties' stipulate factors 9.22(b) selfish or dishonest motive, 9.22(c) pattern of misconduct, 9.22(d) multiple offenses, 9.22(g) refusal to acknowledge wrongful nature of misconduct, 9.22(i) substantial experience in the practice of law, and 9.22(k) illegal conduct are present in the record. In mitigation are factors 9.32(a) absence of prior disciplinary offenses, 9.32(c) personal or emotional problems,² 9.32(e) full and free disclosure to disciplinary board or cooperative attitude towards proceedings, and 9.32(h) physical disability.³

The parties further stipulate that based on the mitigating factors present, a reduction in the presumptive sanction of disbarment to suspension is justified. Consent agreements bring certainty in cases that have both seen and unforeseen difficulties. This agreement achieves certainty.

Now Therefore,

² Sealed medical records were offered in support of this factor.

³ No nexus was established between the misconduct and Respondent's physical disability. *See In re Peasley*, 208 Ariz. 27, P.3d 764 (2004), which held that a direct causal connection is necessary between the physical disability and the misconduct. In addition, the records from Respondent's Oncologist were not received. The PDJ determined that more is needed than a "but for" analysis for application of this factor. Respondent's significant health issues shall be considered under mitigating factor 9.32(c) and given appropriate weight.

IT IS ORDERED accepting the Agreement and incorporating it with any supporting documents by this reference. A final judgment and order is signed this date.

DATED this 11th day of March 2019.

William J. O'Neil

William J. O'Neil, Presiding Disciplinary Judge

COPY of the foregoing e-mailed/mailed
on this 11th day of March 2019, to:

David L. Sandweiss
Senior Bar Counsel
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4201 N 24th Street, Suite 100
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Email: LRO@staff.azbar.org

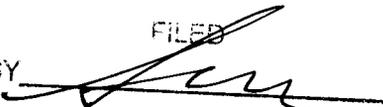
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by: AMcQueen

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OFFICE OF THE
PRESIDING DISCIPLINARY JUDGE
SUPREME COURT OF ARIZONA

FEB 13 2019

FILED
BY 

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Telephone 602-647-3328
Email: aarcra1@gmail.com
Respondent

BEFORE THE PRESIDING DISCIPLINARY JUDGE

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

**AARON CRANE,
Bar No. 021732,**

Respondent.

PDJ 2018-9124

**AGREEMENT FOR DISCIPLINE
BY CONSENT**

State Bar Nos. 17-3645 and 18-0462

The State Bar of Arizona and Respondent Aaron Crane, who has chosen not to seek the assistance of counsel, hereby submit their Agreement for Discipline by Consent pursuant to Rule 57(a), Ariz. R. Sup. Ct.¹ Respondent voluntarily waives the right to an adjudicatory hearing, unless otherwise ordered, and waives all

¹ All references herein to rules are to the Arizona Rules of the Supreme Court.

motions, defenses, objections or requests which have been made or raised, or could be asserted thereafter, if the conditional admissions and proposed form of discipline are approved.

Pursuant to Rule 53(b)(3), notice of this agreement was provided to the complainants by letter and email on February 11, 2019. 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 1.2, 1.3, 1.4, 3.2, 7.1, 8.4(c), and 8.4(d). Upon acceptance of this agreement, Respondent agrees to accept imposition of a suspension for six months and one day. Respondent also agrees to pay the costs and expenses of the disciplinary proceeding within 30 days from the date of this order; if costs are not paid within the 30 days interest will begin to accrue at the legal rate.² The State Bar's Statement of Costs and Expenses is attached hereto as Exhibit A.

² Respondent understands that the costs and expenses of the disciplinary proceeding include the costs and expenses of the State Bar of Arizona, the

FACTS

1. At all times relevant, Respondent was a lawyer licensed to practice law in the state of Arizona having been first admitted to practice on October 22, 2002.

COUNT ONE of TWO (File no. 17-3645/ Cantor)

2. Respondent was an associate at the law firm of Cantor Simon from December 11, 2006 to December 28, 2009. He practiced exclusively in personal injury and civil litigation. After leaving the firm, Respondent was diagnosed with cancer and obtained chemotherapy.

3. When Complainant reconnected with Respondent in January 2016, Respondent had completed his chemotherapy and was undergoing final checkups to determine if he was in remission.

4. Complainant and Respondent formed Cantor Crane, PLC in January 2016. The firm practiced exclusively personal injury and civil litigation until they broke up in late September 2017. Respondent's role was to supervise an associate attorney and staff, and handle his civil cases and clients.

Disciplinary Clerk, the Probable Cause Committee, the Presiding Disciplinary Judge and the Supreme Court of Arizona.

5. Respondent discussed his medical progress with office staff in March 2016. Respondent revealed that he had been on but was weaning off of numerous medications for his "cancer treatment" including Xanax, Ambien, Gabapentin, Clonazepam, Trazodone, and Remeron.

6. At that time Complainant did not know what those medications were for other than that they helped with the chemotherapy and its side effects. Complainant subsequently learned that Xanax is used to treat anxiety disorders, panic disorders, and anxiety caused by depression; Ambien treats sleep disorders; Gabapentin treats nerve pain and potential seizures; Clonazepam is used for panic attacks; Trazodone is an anti-depressant; Remeron is also used to treat seizures and depression. Complainant believed that Respondent did not fully wean off all of the drugs Respondent had been using.

7. In late May 2017 the two paralegals who worked for Respondent complained that Respondent was "checked out" and was not returning phone calls, speaking with clients, or working his files. Respondent retorted that the paralegals were lazy and not doing their jobs. Respondent assured Complainant that all files were being worked on and that the paralegals were merely disgruntled employees.

8. Through the summer of 2017, Respondent was absent a lot and routinely called in sick or left work early. In August 2017 Respondent twice cancelled the same depositions for which it appeared that he had not prepared, he was not returning calls to clients or opposing counsel, and he was not diligently working his files.

9. Complainant and his criminal law partner Christine Whalin assured Respondent that if he needed time off to address personal or medical issues, he could do so. Respondent denied that he had any such issues and that he was merely sick with a virus. Respondent insisted that his work performance was up to par with no missed deadlines or lack of diligence. A short time later Respondent called in sick again for two consecutive days and it appeared that he was trying to avoid speaking with an upset client.

10. The associate attorney, Barry Shalen, prepared a memo detailing multiple problems and potential issues with Respondent's cases. Notes in the firm's document management system, TimeMatters for the prior 20 months did not reflect the detail of work that Respondent was supposed to have been doing.

11. Complainant discovered that in May 2017 Respondent had the firm's IT consultant remove his paralegal from receiving copies of his incoming and outgoing emails.

12. At the next office meeting, Respondent denied having any medical or psychological issues. Complainant informed Respondent that they would be parting ways as partners and that he did believe Respondent had serious medical, mental, emotional, and potential medication abuse issues.

13. Complainant and Respondent agreed to tell the clients that they would be parting ways due to Respondent's "past medical issues with cancer which have now resulted in current medical issues." This broad statement purposefully omitted reference to mental health and medication abuse issues in order to protect Respondent's privacy as much as possible. Complainant told Respondent he felt that Respondent was not fit to practice law or handle cases.

14. Client C.N. -- During the meeting, Complainant and Respondent discussed one of the issues Complainant discovered a few days earlier while Respondent was "out sick." Complainant accused Respondent of lying to Complainant and a client, C.N. Respondent had told both of them that he had filed a lawsuit against the Salt River Police Department immediately after a court

accepted a police officer's guilty plea for sexually abusing C.N. in the back of a patrol car.

15. Respondent had neither prepared nor filed a complaint for C.N. Respondent admitted that he "didn't get around to it" (i.e., he did not "get around to" filing a complaint for C.N.

16. Deletion of Critical Client Emails -- After Respondent departed the firm Complainant discovered that there were hardly any incoming or outgoing emails in Respondent's former computer regarding any of his cases. The firm's IT consultant investigated and found that Respondent tried to delete emails permanently. The consultant was able to recover over 17,000 deleted emails including 6,700 that Respondent tried to delete permanently. The evidence showed that Respondent tried to delete 17,000 emails during the 30 days between the parting ways meeting in August 2017 and when Respondent left the firm in September 2017.

17. Clients S.G., W.A., C.P., J.S., and T.C.; Opposing Party/Prosecutor Pierce Sargeant III -- After the 17,000 deleted emails were recovered, they were linked to their respective files in TimeMatters, and printed and inserted in the

client files. Ms. Whalin read all 17,000 emails and prepared a detailed memo regarding issues and potential ethical violations contained within them.

18. She discovered that Respondent made very specific false statements to certain clients and an opposing counsel to cover up for his lack of diligence. Respondent routinely emailed clients and opposing counsel that he was "in the process of drafting" pleadings. The IT consultant reviewed the entire server to see what pleadings Respondent drafted or had begun drafting, and found none of the ones Respondent had told clients or counsel were in process.

19. Client T.S. – One of the deleted emails included an order from the Mohave County Superior Court dated August 2, 2017 that Respondent received on August 3, 2017, warning that the Client T.S. case would be dismissed if a summons was not served or if the case did not have any further activity. A subsequent email that Respondent received on September 8, 2017 showed that the court dismissed the case on September 6, 2017. Respondent did not inform Client T.S. or Complainant of this.

20. Upon discovery of the court's dismissal of the Client T.S. matter Complainant hired outside counsel to try to salvage the case pursuant to the Savings Clause, and informed the client of this development. Despite having

“grave reservations” about allowing the client to resuscitate the case when he had a remedy against Respondent and Complainant’s firm for malpractice, the judge granted the client’s Savings Clause motion. Complainant made full disclosure of the circumstances to his malpractice insurer and the client.

21. Clients Mr. R.M and Mrs. R.M. – Clients Mr. R.M and Mrs. R.M. were involved in a motor vehicle accident caused by the driver of a Coca-Cola truck. While the client’s suit against Coca-Cola was pending Client Mrs. R.M. died allegedly from injuries suffered in the accident. Respondent did not inform Client Mr. R.M. about his ability to recover medical bills (approximately \$300,000.00) paid on his now-deceased wife's behalf by Mr. R.M.’s parents. This could have been accomplished by filing a claim on behalf of Mrs. R.M.’s estate after she passed away.

22. Instead, Respondent told Client Mr. R.M. to accept a settlement of \$10,000.00 for his injuries, and he could recover his lost wages, lost future earnings, and Mrs. R.M.’s medical bills in a new wrongful death claim against Coca-Cola. That advice was wrong and the statute of limitations for filing a complaint on behalf of Mrs. R.M.’s estate expired.

23. As to the wrongful death lawsuit to be filed against Coca-Cola on Mr. R.M.'s behalf, Respondent falsely told Complainant he had filed the complaint on May 24, 2017. Respondent prepared a "Check Request Form" and presented it to the firm's controller, instructing her to prepare a check for the filing fee of \$319.00 "ASAP". The firm's policy was that filing fee checks are only prepared after a complaint is completed in final, file-ready form. Respondent prepared and signed check number 5941.

24. After Respondent left the firm, Complainant found the check and Check Request Form in Respondent's office desk drawer, four months after his "ASAP" request. He had not drafted or filed a complaint. Complainant has briefed Client R.M. on these issues and had to take remedial measures.

25. Letter to the firm's Malpractice Carrier Re: Clients I.A., N.J., R.M., T.S., T.McD., and J. and M.W. -- As Complainant discovered issues regarding Respondent's mishandling of cases, he immediately contacted the firm's insurance agent. The agent advised Complainant to conduct a detailed review of all of Respondent's files and report the incidents in writing to the insurance carrier. Complainant did so on October 26, 2017. Complainant informed all potentially affected clients of potential case issues and potential malpractice Respondent

committed. In many of the cases Complainant managed to take remedial measures which salvaged the overall case.

26. Client M.N. – Respondent had taken action on some cases without having received prior authorization from his clients. Client M.N. called Barry Shalen on October 30, 2017 upset about the status of his case. According to information in the firm's case file the case had settled prior to Respondent's departure from the firm. Client M.N. said he had not authorized Respondent to settle his tort motor vehicle case and he refused to sign the settlement documentation. Complainant is conducting an asset search to see if the liable driver has any money beyond his policy limits with which to compensate Client M.N. Complainant also reported the potential claim to the firm's malpractice insurance carrier.

27. Client K.C-M. – While preparing for a mediation Barry Shalen discovered that the opposing party had offered to settle the case for \$154,258.00 on May 15, 2017 with an acceptance deadline of May 31, 2017. Respondent did not convey that offer to Client K.C-M. and the offer expired. The defense served an Offer of Judgment for \$154,258.00 in July 2017, which expired 30 days later.

Respondent did not convey that offer to Client K.C-M., either. Mr. Shalen immediately informed Client K.C-M. of these circumstances.

28. At a subsequent mediation on November 10, 2017, Client K.C-M. agreed to accept only \$100,000.00 with the understanding that Complainant's firm would waive its entire fee (approximately \$40,000.00). If the original offer of approximately \$155,000.00 were accepted, Client K.C-M. would have netted about \$94,000.00 after fees. By receiving the full \$100,000.00 gross settlement, Client K.C-M. was satisfied with the firm's remediation of the situation. Complainant reported that potential issue to his malpractice insurance carrier.

29. Falsification of Financial Document/Federal Violation -- During the firm's cleanup of Respondent's office they discovered evidence that he misrepresented his financial position when he sought aid over his student loans. They found a "Notice Prior to Wage Withholding" letter dated February 1, 2016 from the State of South Carolina State Education Assistance Authority (S.E.A.A.) indicating Respondent owed \$191,732.87 in past due student loan payments. This letter was sent to Respondent's former employer at Phillips and Associates.

30. During the 20 months that Respondent partnered with Complainant he received a law firm check for \$4,167.00 on the first and fifteenth of each month,

totaling \$8,334.00 per month or \$100,000 per year. No taxes were withheld (he and Complainant deemed his compensation a “distribution”), and he was responsible to pay his own taxes at the end of the year.

31. The letter from the S.E.A.A. gave Respondent the option of avoiding wage garnishment "by entering into a written repayment agreement with S.E.A.A. to establish a satisfactory schedule for the repayment of this debt." On February 8, 2017, 53 weeks later, Respondent received an Educational Credit Management Corporation (ECMC) Student Loan Rehabilitation checklist and packet of documents. Respondent completed the packet and faxed it back to the ECMC – Complainant has the FAX record.

32. It is conspicuously stated on the packet: “WARNING: Any person who knowingly makes a false statement or misrepresentation on this form or on any accompanying document is subject to penalties that may include fines, imprisonment, or both, under the U.S. Criminal Code and 20 U.S.C. 1097.”

33. Under "MONTHLY INCOME" Respondent claimed to receive only \$3,000.00 per month (as opposed to the truthful amount of \$8,334.00). This false statement is a federal crime. Complainant notified the ECMC of Respondent’s falsified student loan rehabilitation package.

34. Identical Issues with Previous Employer, Goldman and Zwilling -- After Respondent's departure from his partnership with Complainant, Ms. Whalin received a call on November 14, 2017, from Respondent's previous employer, Mark Goldman. Mr. Goldman relayed that he encountered similar problems with Respondent during the 81 days that Respondent was employed at Goldman and Zwilling. This included lack of contact with clients, lack of diligence working files, deletion of emails, lying to clients, lying to Mr. Goldman, and presenting a false resume.

35. Falsified Resume presented to David Cantor -- Shortly after Respondent and Complainant started Cantor Crane PLC, the firm's human resources manager asked Respondent to provide a resume to complete his HR file. Respondent did so. Upon subsequent inspection Complainant discovered that Respondent claimed he worked for Beus Gilbert for 19 months from May 2005 to December 2006 when in reality he only worked there for 15 months, until August 2006.

36. Complainant discovered that Respondent omitted his four-month employment with Winsor Law Group from August 2006 to December 2006.

37. Respondent also falsely stated he worked for two separate law firms in 2016 (Lerner & Rowe and Goldman & Zwillinger) when in fact he had been forced to resign from Lerner and Rowe in February 2015, and he abruptly resigned without notice from Goldman and Zwillinger on August 20, 2015.

38. Two Falsified Resumes presented to Christy Thompson – In November 2017, Mr. Shalen received a call informing him that attorney Christy Thompson received two different resumes from Respondent within a two week period. Mr. Shalen obtained the resumes from Ms. Thompson and shared them with Ms. Whalin.

39. The first resume, which Ms. Thompson received via email directly from Respondent, stated he worked at Cantor Simon from August 2006 - December 2009 (three years and four months), when in fact he worked there only from December 2006 – December 2009 (three years). Respondent also omitted his employment at Winsor Law Group from August 2006 - December 2006. In addition, Respondent claimed he worked at Phillips & Assoc. from February 2015 - April 2015 (two months) and excluded his employment at Goldman & Zwillinger from June 2015 - August 2015.

40. The second resume Respondent sent to Ms. Thompson was via Zip Recruiter.com. Respondent claimed that he worked at Lerner and Rowe until March 2015 (as opposed to February 2015) and omitted his employment with both Phillips & Assoc. and Winsor Law Group. Respondent also claimed he worked for Goldman & Zwillinger from May 2015 to "present" (30 months) when in fact he worked there only for 81 days. Respondent omitted his four-month employment with Marc Victor and his 20 month partnership at Cantor Crane.

41. Slurred Voice Mail and Voice Message Regarding Psychiatric Treatment -- After Respondent's departure from his partnership with Complainant, Respondent sent numerous text and Facebook messages to Mr. Shalen and other employees at the firm. Those contacts came late at night and often included numerous misspellings. At one point, Respondent left a voicemail for paralegal Carolyn Button in which his voice was slurred and he sounded impaired. On October 4, 2017, the firm received a voice mail intended for Respondent from Redemption Psychiatry regarding his apparent inquiry into treatment for depression and anxiety.

42. Respondent did not address his physical, mental, or emotional state, or his drug use; his failure to communicate with clients or exercise diligence on their

behalf; his deletion of firm emails; or some of the specific client matters to which Complainant alluded in his charge.

COUNT TWO of TWO (File no. 18-0462/Trombley)

43. Complainant is a paralegal at the law firm Goldman & Zwillinger. Respondent worked at that firm from June 1-August 20, 2015. In that short time Respondent frequently was absent from work. Mark Goldman suspected Respondent was using drugs and terminated Respondent's employment.

44. In early 2018, Complainant received multiple calls from other law firms who were checking Respondent's references as part of his job search. Specifically, Respondent circulated resumés falsely stating that he currently was a "senior litigation attorney" at Complainant's firm. In fact, Respondent was not then employed at that firm, and he was not a "senior litigation attorney" when he was employed there in 2015.

45. In February 2018, State Bar intake counsel sent an email to Respondent seeking clarification:

Mr. Crane,

Ms. Trombley, who is a paralegal at the Goldman & Zwillinger PLLC firm, contacted us about a resume provided to her. It reflects that you are currently employed at their firm when you

are not. The resume and your current LinkedIn profile are attached. According to her and your LinkedIn profile you were a litigation attorney at the firm from May 2015 to August 2015. She also noted you were not a "Senior Litigation Attorney" while at the firm, as represented in your resume. I also note your LinkedIn profile does not include your employment at Wilkes and McHugh or Lerner and Rowe for some reason.

Please confirm whether this is your current resume and whether you have presented it on any job website or to any potential employer. If so, please explain why listing Goldman & Zwilling PLLC as your current employer is not in violation of ER 8.4(c).

Respondent did not reply.

46. Complainant provided a different version of Respondent's resumé that she obtained from Indeed.com, an employment website. On it, Respondent omitted his employment at Complainant's firm in 2015 and instead claimed that during that time he was employed by Phillips Law Group.

47. Upon further investigation, Complainant learned that Respondent circulated an even different resumé on ZipRecruiter.com.

48. The inconsistencies are:

Maricopa County Attorney's Office – Jan. 2002-May 2005 on LinkedIn; Aug. 2002-May 2005 on ZipRecruiter; Oct. 2002-May 2005 on Indeed.com;

Cantor Simon – Dec. 2006-Dec. 2010 on LinkedIn; Aug. 2006-Dec. 2009 on ZipRecruiter and Indeed.com;

Beus Gilbert – Jan. 2010-Aug. 2012 on LinkedIn; May 2005-Aug. 2006, and Jan. 2010-July 2012 on ZipRecruiter and Indeed.com;

Wilkes & McHugh – Omitted on LinkedIn; July 2012-Apr. 2013 on ZipRecruiter and Indeed.com;

Lerner & Rowe – Omitted on LinkedIn; Apr. 2013-Mar. 2015 on ZipRecruiter; Apr. 2013-Jan 2015 on Indeed.com;

Goldman & Zwillinger – May 2015-Aug. 2015 on LinkedIn; May 2015-“present” (Feb. 2018) on ZipRecruiter; omitted from Indeed.com;

Phillips Law Group – Omitted from LinkedIn and ZipRecruiter; Feb. 2015-Aug. 2015 on Indeed.com;

Marc Victor – Omitted from LinkedIn and ZipRecruiter; Sept. 2015-Jan. 2016 on Indeed.com;

Cantor Crane – Jan. 2016-Sept. 2017 on Linked In; omitted from ZipRecruiter and Indeed.com.

49. Combining Respondent’s inconsistent resumés, Respondent professed to work simultaneously at Cantor Crane and Goldman & Zwillinger from Jan.-Sept. 2017, and all of 2016; Cantor Crane, Goldman & Zwillinger, and Marc Victor in Jan. 2016; Goldman & Zwillinger and Marc Victor from Sept-Dec. 2015; Lerner & Rowe and Phillips Law Group from Feb.-March 2015; and Goldman & Zwillinger and Phillips Law Group from May-Aug. 2015.

50. In his undated response to Complainant’s charge, Respondent wrote:

I will keep my response short. I apologize for not responding sooner and I apologize for not responding to Mr. McCauley's email as I did not see. First of all I have no idea who Nikki Trombley is. With regards to whatever resume she is complaining about, I can assure that every employer I have worked for since I left Goldman and Zwillinger I received a correct and updated resume. Every employer in the past three years has known every place I have worked. With that said, I have not violated any ethical rules and would request that this charge be dismissed.

51. Respondent misrepresented to the State Bar that he had "no idea who Nikki Trombley is." In his email to Respondent that later was included in the screening materials, intake counsel identified Ms. Trombley as a paralegal at Goldman & Zwillinger. On the written bar charge the State Bar sent to Respondent, Ms. Trombley is identified by her "gzlawoffice.com" email address and her statement that Respondent was employed "at the law firm I work for."

52. Respondent did not address any of the inconsistencies, omissions, and conflicts inherent in his three resumés. It is fair to infer that Respondent did not want prospective employers to know his complete work history for fear of generating bad references.

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, ERs 1.2, 1.3, 1.4, 3.2, 7.1, 8.4(c) and (d).

RESTITUTION

Restitution is not an issue in this case.

SANCTION

The parties agree that based on the facts and circumstances of this matter a suspension for six months and one day is appropriate. If Respondent violates any of the terms of this agreement, further discipline proceedings may be brought.

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. 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. *Standards* 3.0.

The duty violated

Respondent violated his duties to his clients, the legal profession, the legal system, and the public.

The lawyer's mental state

Respondent variously acted intentionally, knowingly, and negligently in connection with the foregoing violations.

The extent of the actual or potential injury

The parties agree that there was actual and potential harm to clients, the legal profession, the legal system, and the public.

To determine the presumptive sanction, the following *Standards* are relevant:

Standard 4.41 - Disbarment is generally appropriate when: . . . (b) a lawyer knowingly fails to perform services for a client and causes serious or potentially serious injury to a client; or (c) a lawyer engages in a pattern of neglect with respect to client matters and causes serious or potentially serious injury to a client.

Standard 5.11 - Disbarment is generally appropriate when: . . . (b) a lawyer engages in any other intentional conduct involving dishonesty, fraud, deceit, or misrepresentation that seriously adversely reflects on the lawyer's fitness to practice.

Standard 6.22 - Suspension is generally appropriate when a lawyer knows that he or she is violating a court order or rule, and causes

injury or potential injury to a client or a party, or causes interference or potential interference with a legal proceeding.

Standard 7.2 - Suspension is generally appropriate when a lawyer knowingly engages in conduct that is a violation of a duty owed as a professional and causes injury or potential injury to a client, the public, or the legal system.

The standards do not account for multiple charges of misconduct. The ultimate sanction imposed should at least be consistent with the sanction for the most serious instance of misconduct among a number of violations; it might well be and generally should be greater than the sanction for the most serious misconduct. *Standards*, II. Theoretical Framework. The presumptive sanction in this matter is disbarment. The parties conditionally agree that the following aggravating and mitigating factors should be considered:

Aggravating and mitigating circumstances

Aggravating factors include *Standard 9.22*--

- (b) dishonest or selfish motive;
- (c) a pattern of misconduct;
- (d) multiple offenses;
- (g) refusal to acknowledge wrongful nature of conduct;
- (i) substantial experience in the practice of law;
- (k) illegal conduct.

Mitigating factors include *Standard 9.32*--

- (a) absence of a prior disciplinary record;
- (c) personal or emotional problems (see “Discussion” below);
- (e) full and free disclosure to disciplinary board or cooperative attitude toward proceedings;
- (h) physical disability (see “Discussion” below).

Discussion

The parties conditionally agree that upon application of the aggravating and mitigating factors the presumptive sanction should be mitigated to a suspension for six months and one day. Filed separately under seal with an accompanying Motion to Seal are copies of treatment records obtained from Respondent’s primary care physician, orthopedic specialist, oncologist, and psychiatrist. Generally, the records document that during the time relevant to this case, Respondent was diagnosed and treated for non-Hodgkin’s lymphoma and related sequelae, a left knee surgical reconstruction with ensuing prescriptions for pain medication, and psychiatric disorders. The psychiatric note for October 2013 documents Respondent’s worries regarding his job and career, and the April 2017 note alludes to Respondent’s report that he did not enjoy his work. Neither party has gone to the expense of obtaining a medical report establishing a “but for” connection between Respondent’s health issues and his behaviors; for consent and mitigation purposes,

however, the State Bar is satisfied that Respondent's medical and psychiatric conditions and treatment negatively impacted his conduct and probably contributed to his violations. If Respondent applies for reinstatement when his suspension ends, he will have the burden of proof on all reinstatement issues, including whether he has successfully addressed the manner in which his physical and mental conditions affect his behavior. In the meantime, a suspension that requires a formal reinstatement hearing will suffice to 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, 90 P.3d 764, 778 (2004). Recognizing that determination of the appropriate sanction is the prerogative of the Presiding Disciplinary Judge, the State Bar and Respondent believe that the objectives of discipline will be met by the imposition of the proposed sanction of a long-term suspension of six months and one day and the imposition of costs and expenses. A proposed form of order is attached hereto as Exhibit B.

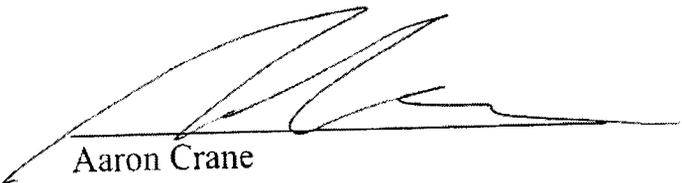
DATED this _____ day of February 2019.

STATE BAR OF ARIZONA

David L. Sandweiss
Senior Bar Counsel

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

DATED this 11th day of February, 2019.



Aaron Crane
Respondent

Approved as to form and content

Maret Vessella
Chief Bar Counsel

DATED this 13th day of February 2019.

STATE BAR OF ARIZONA



David L. Sandweiss
Senior Bar Counsel

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

DATED this _____ day of February, 2019.

Aaron Crane
Respondent

Approved as to form and content



Maret Vessella
Chief Bar Counsel

Original filed with the Disciplinary Clerk of
the Office of the Presiding Disciplinary Judge
of the Supreme Court of Arizona
this 13th day of February, 2019.

Copy of the foregoing emailed
this 13th day of February, 2019, 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

Copy of the foregoing mailed/emailed
this 13th day of February, 2019, to:

Aaron Crane
846 La Vina Ln.
Altadena, CA 91001-3754
Email: aarcra1@gmail.com
Respondent

Copy of the foregoing hand-delivered
this 13th day of February, 2019, to:

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

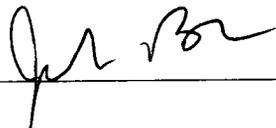
by: 

EXHIBIT A

Statement of Costs and Expenses

In the Matter of a Member of the State Bar of Arizona,
Aaron Crane Bar No. 021732, Respondent

File Nos. 17-3645 and 18-0462

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.

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,**

**AARON CRANE,
Bar No. 021732,**

Respondent.

PDJ 2018-9124

**FINAL JUDGMENT AND
ORDER**

State Bar Nos. 17-3645 and 18-0462

The Presiding Disciplinary Judge, having reviewed the Agreement for Discipline by Consent, pursuant to Rule 57(a), Ariz. R. Sup. Ct., accepts the parties' proposed agreement. Accordingly:

IT IS ORDERED that Respondent **Aaron Crane** is suspended for six months and one day for his conduct in violation of the Arizona Rules of Professional Conduct, as outlined in the consent documents, effective 30 days from the date of this order or _____.

IT IS FURTHER ORDERED that Respondent shall be subject to any additional terms imposed by the Presiding Disciplinary Judge as a result of reinstatement hearings held.

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

IT IS FURTHER ORDERED that Respondent pay the costs and expenses of the State Bar of Arizona in the amount of \$ _____, within thirty (30) days from the date 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 February, 2019.

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 February, 2019.

Copies of the foregoing mailed/mailed
this _____ day of February, 2019, to:

Aaron Crane
846 La Vina Ln.
Altadena, CA 91001-3754
Email: aarcrane1@gmail.com
Respondent

Copy of the foregoing emailed/hand-delivered
this _____ day of February, 2019, to:

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

Copy of the foregoing hand-delivered
this _____ day of February, 2019 to:

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

by: _____