BEFORE THE PRESIDING DISCIPLINARY JUDGE

IN THE MATTER OF A MEMBER OF THE STATE BAR OF ARIZONA, **EDWARD W. MATCHETT, Bar No. 010057**	**PDJ 2019-9064** **FINAL JUDGMENT AND ORDER** [State Bar No. 18-2538] **FILED OCTOBER 24, 2019**

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

Accordingly:

IT IS ORDERED Respondent, **EDWARD W. MATCHETT, Bar No. 010057,** is suspended from the practice of law for six (6) months for his conduct in violation of the Arizona Rules of Professional Conduct, as outlined in the consent documents, effective November 1, 2019.

IT IS FURTHER ORDERED between the date of entry of this judgment, order of suspension, and the effective date Respondent "shall not engage in the practice of law, except that during the period between entry and the effective date of the order, Respondent may complete on behalf of any client all matters that were pending on the entry date." Rule 72(d), Ariz. R. Sup. Ct. During the above-defined interval, Respondent shall wind down his practice but shall not

accept new clients or legal matters, or charge or collect new fees for such clients or matters.

IT IS FURTHER ORDERED upon reinstatement, Respondent shall be placed on up to one (1) year of probation with the State Bar's Law Office Management Assistance Program (LOMAP) to assist Respondent in closing his law office and retiring from the practice of law by June 2020.

IT IS FURTHER ORDERED Respondent shall pay the balance of restitution to Richele Mailand in the amount of $4,000.00 as a prerequisite condition for applying for reinstatement.

IT IS FURTHER ORDERED Respondent shall be subject to any additional terms, including but not necessarily limited to probation, imposed by the Presiding Disciplinary Judge as a result of his reinstatement.

IT IS FURTHER ORDERED Respondent shall not commit any violations of the Rules of Professional Conduct while on probation.

NON-COMPLIANCE WITH PROBATION

If Respondent fails to comply with any of the foregoing probation terms, and the State Bar of Arizona receives information thereof, Bar Counsel shall file a notice of noncompliance with the Presiding Disciplinary Judge, pursuant to Rule 60(a)(5). The Presiding Disciplinary Judge may conduct a hearing within 30 days to determine whether Respondent breached a term of probation and, if

so, whether to assess an appropriate sanction. If Bar Counsel alleges that Respondent failed to comply with any of the foregoing terms, the burden of proof shall be on the State Bar of Arizona to prove noncompliance by a preponderance of the evidence.

IT IS FURTHER ORDERED 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 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 the Presiding Disciplinary Judge's Office in these disciplinary proceedings.

DATED this 24th day of October 2019.

William J. O'Neil

William J. O'Neil, Presiding Disciplinary Judge

Copies of the foregoing mailed/emailed
this 24th day of October 2019, to:

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

Janet Hong Linton
Udall Law Firm LLP
4801 E. Broadway Blvd., Suite 400
Tucson, AZ 85711-3638
Email: jlinton@udalllaw.com
Respondent's Counsel

by: MSmith

BEFORE THE PRESIDING DISCIPLINARY JUDGE

IN THE MATTER OF A MEMBER OF THE STATE BAR OF ARIZONA, **EDWARD W. MATCHETT, Bar No. 010057** Respondent.	**PDJ 2019-9064** **DECISION ACCEPTING DISCIPLINE BY CONSENT** [State Bar No. 18-2538] **FILED OCTOBER 24, 2019**

Under Rule 57(a), Ariz. R. S. Ct.,[1] an Agreement for Discipline by Consent ("Agreement"), was filed on August 28, 2019. A Probable Cause Order issued on July 25, 2019, but no formal complaint has been filed. Mr. Matchett is represented by Janet Linton, Udall Law Firm, LLP. The State Bar of Arizona is represented by Senior Bar Counsel David L. Sandweiss. On October 8, 2019, the Presiding Disciplinary Judge recommended a modification of the Agreement to clarify that payment of the remaining restitution to complainant be a prerequisite for applying for reinstatement. On October 22, 2019, the parties stipulated to the modification.

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...."

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

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. Matchett 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 the Agreement and an opportunity to object pursuant to Rule 53(b)(3), was sent by email and letter to the Complainant on August 28, 2019. Complainant objects to the Agreement stating the sanction is insufficient for the harm caused and because Mr. Matchett was on probation when the violations in the instant matter occurred. Complainant further stated the $3,500.00[2] Mr. Matchett refunded her was inadequate. A six-month suspension however, is a significant sanction for negligent misconduct and full restitution shall be made as a condition to applying for reinstatement.

The Agreement details a factual basis to support the conditional admissions. It is incorporated by this reference. Mr. Matchett admits he violated Rule 42, specifically, ERs 1.1 (competence), 1.3 (diligence), 1.4 (communications), 1.5(d)(3) (fees), 3.2 (expediting litigation), and 8.4(d) (conduct prejudicial to the administration of justice).

---

[2] Originally, Mr. Matchett was to refund Complainant an additional $4,000 "when he is able". *See* Agreement, p. 25. However, per the parties' stipulation, complete restitution shall now occur before any application for reinstatement is filed.

The parties stipulate to a six-month suspension, and upon reinstatement, up to one year of probation (LOMAP), and payment of costs of $1,200.00 within 30 days.

For purposes of the agreement, the parties stipulate Mr. Matchett overall failed to competently represent and adequately communicate with his client in a probate matter. He failed to analyze any statute of limitation issues or advise the client of those issues. His fee agreement did not contain the language required by rule regarding a refund for a fixed fee agreement and he failed to expedite litigation consistent with the interests of the client. His negligent conduct violated his duty to his client and the legal system and caused actual harm to the client and the legal system. The presumptive sanction is reprimand, however, given Respondent's prior disciplinary offenses involve similar misconduct and occurred while on probation, the parties agree a short-term suspension is appropriate.

The parties further agree aggravating factors 9.22(a) prior disciplinary offenses, 9.22(c) pattern of misconduct, 9.22(d) multiple offenses, and 9.22(i) substantial experience in the practice of law are present. The parties further agree mitigating factors 9.32(b) absence of dishonest or selfish motive, 9.32(c) personal or emotional problems,[3] 9.32(e) full and free disclosure and cooperative attitude towards proceedings, 9.32(g) character or reputation, and 9.32(l) remorse are present.[4]

---

[3] Evidence in support of this factor was filed under seal.
[4] Letters were offered in support of factors 9.32(g) and (l).

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 24th day of October 2019.

William J. O'Neil

William J. O'Neil, Presiding Disciplinary Judge

COPY of the foregoing e-mailed/mailed
on this 24th day of October 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

Janet Hong Linton
Udall Law Firm LLP
4801 E. Broadway Blvd., Suite 400
Tucson, AZ 85711-3638
Email: jlinton@udalllaw.com
Respondent's Counsel

by: MSmith

OFFICE OF THE
PRESIDING DISCIPLINARY JUDGE
SUPREME COURT OF ARIZONA

OCT 22 2019

FILED

BY Pension

UDALL LAW FIRM, LLP
ATTORNEYS AT LAW
4801 E. BROADWAY BLVD., SUITE 400
TUCSON, ARIZONA 85711-3638
(520) 623-4353
jlinton@udalllaw.com

Janet Linton, SBN 24818
Attorneys for Respondent Ed Matchett

BEFORE THE PRESIDING DISCIPLINARY JUDGE

IN THE MATTER OF A MEMBER OF THE STATE BAR OF ARIZONA,	PDJ 2019-9064 State Bar File No. 18-2538
EDWARD W. MATCHETT, Bar No. 010057, Respondent.	**STIPULATION TO MODIFY CONSENT AGREEMENT**

Respondent Edward W. Matchett, represented by counsel Janet Linton, and the State Bar of Arizona, hereby stipulate to modify the Agreement for Discipline by Consent, filed on August 28, 2019, to include the provision that payment to complainant of the remaining $4,000.00 of restitution is a prerequisite for applying for reinstatement, as set forth in the Recommended Modification of Agreement, attached hereto as Exhibit 1, and incorporated herein by reference. The parties accept and stipulate to the original Agreement for Discipline by Consent with the foregoing modification.

DATED this 16th day of October, 2019.

STATE BAR OF ARIZONA

By _____
David L. Sandweiss
Senior Bar Counsel

RESPONDENT

By Edward W. Matchett
Edward W. Matchett

UDALL LAW FIRM, LLP

By _____
Janet Linton
Attorneys for Respondent Ed Matchett

ORIGINAL of the foregoing e-mailed and mailed this 21st day of October, 2019, to:

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

COPY of the foregoing e-mailed and mailed this 21st day of October, 2019, to:

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

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

By _____

UDALL LAW FIRM, LLP
4801 E. BROADWAY BLVD., SUITE 400
TUCSON, ARIZONA 85711-3638
520.623-4353

Exhibit 1

BEFORE THE PRESIDING DISCIPLINARY JUDGE

IN THE MATTER OF A MEMBER OF THE STATE BAR OF ARIZONA, **EDWARD W. MATCHETT, Bar No. 010057** Respondent.	**PDJ 2019-9064** **RECOMMENDED MODIFICATION OF AGREEMENT** [State Bar No. 18-2538] **FILED OCTOBER 8, 2019**

Under Rule 57(a), Ariz. R. S. Ct.,[1] an Agreement for Discipline by Consent ("Agreement"), was filed on August 28, 2019. A Probable Cause Order issued on July 25, 2019, but no formal complaint has been filed. Mr. Matchett is represented by Janet Linton, Udall Law Firm, LLP. 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. Matchett 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.

Notice of the Agreement and an opportunity to object pursuant to Rule 53(b)(3), was sent by email and letter to the Complainant on August 28, 2019. Complainant objects to the Agreement stating the sanction is insufficient for the harm caused and because Mr. Matchett was on probation when the violations occurred. Complainant further stated the $3,500.00 Mr. Matchett refunded her was inadequate. However, Mr. Matchett under the agreement "agreed to refund $7,500 to her." Yet in the next sentence in the agreement it is stated he has "committed to pay the balance when he is able." The Agreement thereafter states he "is attending to restitution as described above." [Agreement, p. 25.] A six-month suspension is a significant sanction. Civil monetary damages are consequences left to civil courts. *Matter of Murphy*, 188 Ariz. 375, 936 P.2d 1269 (1997).

Mr. Matchett agreed to refund the monies and as a condition of reinstatement must keep his agreement with his client to seek reinstatement. That may have been the intent of the parties. If so, it must be clarified. The agreement otherwise is acceptable over the objection of complainant.

IT IS RECOMMENDED that payment to complainant of the remaining $4,000 of restitution be made a prerequisite condition for applying for reinstatement.

If accepted, the parties shall submit a signed modified agreement stating the parties have accepted the modification and that the original agreement and this proposed modification are incorporated by reference. Alternatively, if such modification is not filed by October 23, 2019, the agreement shall be deemed rejected.

DATED this 8th day of October 2019.

William J. O'Neil

William J. O'Neil, Presiding Disciplinary Judge

COPY of the foregoing e-mailed/mailed
on this 8th day of October 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

Janet Hong Linton
Udall Law Firm LLP
4801 E. Broadway Blvd., Suite 400
Tucson, AZ 85711-3638
Email: jlinton@udalllaw.com
Respondent's Counsel

by: MSmith

OFFICE OF THE
PRESIDING DISCIPLINARY JUDGE
SUPREME COURT OF ARIZONA

SEP 06 2019

BY

UDALL LAW FIRM, LLP
ATTORNEYS AT LAW
4801 E. BROADWAY BLVD., SUITE 400
TUCSON, ARIZONA 85711-3638
(520) 623-4353
jlinton@udalllaw.com

Janet Linton, SBN 24818
Attorneys for Respondent Ed Mattchet

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF PIMA

IN THE MATTER OF A MEMBER OF THE STATE BAR OF ARIZONA,	PDJ 2019 -9064
	State Bar File No. 18-2538
EDWARD W. MATCHETT, Bar No. 010057,	**SUPPLEMENT TO AGREEMENT FOR DISCIPLINE BY CONSENT**
Respondent.	

Respondent Edward W. Matchett, by and through undersigned counsel, hereby supplements Exhibit C to the Agreement for Discipline by Consent with the attached character and reputation letter in further support of mitigation as set forth therein. State Bar counsel has indicated he has no objection to this submission.

DATED this 4th day of September, 2019.

UDALL LAW FIRM, LLP

By _____
Janet Linton
Attorneys for Respondent Ed Matchett

ORIGINAL of the foregoing e-mailed and mailed this 4th day of September, 2019, to:

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

COPY of the foregoing e-mailed and mailed this 4th day of September, 2019, to:

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

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

By _____

UDALL LAW FIRM, LLP
4801 E. BROADWAY BLVD., SUITE 400
TUCSON, ARIZONA 85711-3638
520.623-4353

Washington Federal.

1001-5 G Ave
Douglas, AZ 85607
o: 520-364-2451
f: 520.364.6441

August 15, 2019

To Whom it may concern:

I am writing this letter to state that our local Attorney Ed Matchett has done a great job serving our community for several years now. I have had the pleasure of knowing Mr. Matchett for over 10 years. With his upcoming retirement I believe it is necessary to have someone taking on the responsibility. It would be to the best interest of the community to look into filling this position to provide legal services. I also know that Mr. Matchett will do everything possible to make it happen.

Best regards,

Araceli Quiñonez

Branch Manager

OFFICE OF THE
PRESIDING DISCIPLINARY JUDGE
SUPREME COURT OF ARIZONA

AUG 28 2019

FILED

BY

David L. Sandweiss, Bar No. 005501
Senior Bar Counsel
State Bar of Arizona
4201 N. 24th Street, Suite 100
Phoenix, Arizona 85016-6266
Telephone (602)340-7272
Email: LRO@staff.azbar.org

Janet Hong Linton, Bar No. 024818
Udall Law Firm LLP
4801 E. Broadway Blvd., Ste. 400
Tucson, AZ 85711-3638
Telephone 520-623-4353
Email: jlinton@udalllaw.com
Respondent's Counsel

BEFORE THE PRESIDING DISCIPLINARY JUDGE

IN THE MATTER OF A MEMBER OF THE STATE BAR OF ARIZONA, **EDWARD W. MATCHETT, Bar No. 010057,** Respondent.	**PDJ 2019** -9064 **State Bar File No. 18-2538** **AGREEMENT FOR DISCIPLINE BY CONSENT**

The State Bar of Arizona and Respondent Edward W. Matchett who is represented by counsel Janet Hong Linton hereby submit their Agreement for

Discipline by Consent pursuant to Rule 57(a), Ariz. R. Sup. Ct.[1] A probable cause order was entered on July 25, 2019, but a formal complaint has not been filed. 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 admissions and proposed form of discipline are approved.

Pursuant to Rule 53(b)(3), bar counsel furnished notice of this agreement to the complainant by letter and email on August 28, 2019. Complainant has been notified of the opportunity to file a written objection to the agreement with the State Bar within five (5) business days of bar counsel's notice. Copies of Complainant's objections, if any, have been or will be provided to the presiding disciplinary judge.

Respondent conditionally admits that his conduct, as set forth below, violated Rule 42, ERs 1.1, 1.3, 1.4, 1.5(d)(3), 3.2, and 8.4(d). Upon acceptance of this agreement, Respondent agrees to accept imposition of the following discipline: A suspension for six (6) months with probation (LOMAP) for up to one year upon

[1] All references to rules are to the Arizona Rules of the Supreme Court unless noted otherwise.

reinstatement to assist Respondent to close his law practice and retire from practicing law. The parties conditionally agree that the effective date of Respondent's suspension shall be November 1, 2019 on the condition that between the date of entry of the judgment and order of suspension and the effective date Respondent shall not engage in the practice of law, except that during the period between entry and the effective date of the order Respondent may complete on behalf of any client all matters that were pending on the entry date. Rule 72(d). During that time Respondent may wind down his practice but may not accept new clients or legal matters, or charge or collect new fees for such clients or matters.

CAUTION RE NON-COMPLIANCE WITH PROBATION

If Respondent fails to comply with any of the foregoing probation terms, and the State Bar of Arizona receives information thereof, Bar Counsel shall file a notice of noncompliance with the Presiding Disciplinary Judge, pursuant to Rule 60(a)(5). The Presiding Disciplinary Judge may conduct a hearing within 30 days to determine whether Respondent breached a term of probation and, if so, whether to assess an appropriate sanction. If Bar Counsel alleges 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.

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.

FACTS

COUNT ONE (File no. 18-2538/ Mailand)

1. Respondent was licensed to practice law in Arizona on May 18, 1985.

2. At all relevant times Respondent was on probation following his reinstatement from a 30-day suspension in State Bar matter nos. 15-0088, 15-0226, and 15-0088-R, PDJ nos. 2016-9003 and 2016-9107-R.

3. Margaret Mailand died in 2013. She was survived by five daughters, one of whom is Complainant Richele Mailand. Complainant believed that beginning in 2014 two of her sisters stole their mother's property or sold it cheaply at an auction without notice to her, and that the personal representative (PR) (Jonnie Holland), and the PR's lawyers (father-in-law James Holland and husband

---

[2] 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.

Jared Holland) ignored her complaints and mishandled the probate. Complainant asserted that her mother's property had significant sentimental value.

4. In the years following Margaret's death, Complainant wrote letters to the Cochise County probate judge complaining about her perceived mistreatment but obtained no relief. Toward the end of February 2018, she contacted Respondent. He told her that he would have to review "the probate court documents" and other of Complainant's relevant documents before being able to recommend a course of action. Complainant agreed and gave Respondent her documents toward the end of March 2018.

5. The documents Complainant gave Respondent included court filings from 2014-2016, emails and correspondence from 2014, and a 2014 contract for the sale of Margaret's home. Among the court filings was a "Stipulated Order Resolving Objection to Petition for Approval of Final Accounting" filed April 14, 2016. The certificate of service displays a "cc:" to Complainant although in a June 8, 2018 telephone conversation she told Respondent that she did not receive that document at the time it was entered, and she was not among the stipulating parties. In that order the court prescribed auction procedures by which to liquidate some property held in a storage facility and other property that the PR already possessed.

Complainant's materials did not include communications with the PR or the PR's attorney regarding the auction although later she did provide such materials to Respondent.

6. Respondent told Complainant he would have to charge to review the documents. Complainant agreed but Respondent did not send her a fee agreement. So, on March 28, 2018, Complainant emailed Respondent this note (excerpted):

> Mr. Matchett, I haven't received a retainer agreement yet. So I am going to go ahead and mail a check for $500.00 to start. I would like you to file something so the judge can read the letter and packet I sent last September and the letter I wrote this February. I would like him to be able to read my letters as soon as possible. . . . Thanks, Richele

In follow-up discussions, Complainant and Respondent agreed that Complainant would pay Respondent $600 to review the documents. Respondent received Complainant's check and on April 6, sent Complainant confirmation of the scope of services: "As you and I discussed and agreed, I will review all of the file documents and make recommendations to you on how best to move forward. This initial agreement is limited in scope to do the research and come up with all of the facts needed to move forward." Although he had not finished his review, he predicted that he would offer "alternative potential approaches . . . that certainly will involve filing pleadings in Court to get the Judge involved in the absurd,

inappropriate and in my view illegal way the probate has been handled." He acknowledged the need to enter into a separate fee agreement for litigation. "Based on what I know at this time, I have never in my career seen a probate handled so ineptly and so contrary to legal requirements. The people at fault will not be happy but they absolutely deserve to be held accountable."

7. By that point (April 2018), Respondent knew that Margaret died in 2014, a formal probate court case was opened, Complainant alleged that the PR and her attorneys violated the law and court procedures, and that he agreed with at least some of Complainant's allegations. Nevertheless, from the materials provided (that included Respondent's case file) there is no indication that Respondent recognized or even considered that the passage of time since Margaret's death may have made time of the essence in taking some type of court action. Also, Respondent did not visit the Cochise County Superior Court probate clerk's office to examine the court file for potential time-sensitive issues.

8. Respondent finished his review of Complainant's documents and wrote to her on May 31, 2018. He criticized the PR and Complainant's sisters for negligent and perhaps fraudulent mishandling of the probate, and recommended court action. He estimated that legal fees could exceed $15,000 and required an

advance fee "retainer" of $7,500 to be applied toward his $250 hourly rate. "I am ready to move forward on this immediately as soon as you and others [innocent sisters] who may choose to join you can come up with the retainer."

9. In his response to screening Respondent (through counsel) stated: "It was apparent from the documents that were sent that Ms. Mailand was very focused on events that occurred in 2014 and certain items that were never accounted for by the PR." Despite this, Respondent did not analyze any limitation of action issues or, if he did, he did not advise Complainant regarding them. In a later conversation he told her merely that her complaints about 2014 events "would not likely go anywhere" owing to the passage of time. From later emails between Complainant and Respondent, it is evident that both believed there was a two-year limitations period for actions against a PR and for breach of fiduciary duty.

10. On June 5, 2018, Complainant sent Respondent a check for $7,500.00. In their June 8 conversation, Respondent asked Complainant when she first learned that the auctions prescribed in the April 14, 2016 Stipulated Order occurred. Complainant did not recall when she first learned that the auctions occurred other than that it was "months later." Later, however, she furnished to Respondent a

letter from counsel for her sisters dated July 13, 2016, enclosing a check from the auctioneer for her portion of the proceeds of sale of jewelry and coins.

11. Also during their June 8 conversation, Complainant and Respondent discussed how best to proceed. Complainant was concerned with finances and did not want to sue. The PR had filed a "Petition for Approval of Accounting, Complete Settlement of the Estate, and Discharge of Personal Representative" on May 24, 2018, set for a June 25 hearing. In it, the PR (through counsel) asserted that the time for presenting claims had expired. Not yet being counsel of record for Complainant, Respondent did not receive a copy so he asked her to send him one. They agreed that the best strategy was to object to the PR's petition for which Respondent agreed to charge the already-paid $7,500 as a flat fee. Respondent sent Complainant a fee agreement to that effect that she signed and returned on June 17.

12. The fee agreement does not quite comply with ER 1.5(d)(3). In relevant part, it reads: "The fixed fee is $7,500.00 .... It is earned when received .... <u>Even though this is a fixed fee agreement, under certain circumstances client may be entitled to a refund</u> [emphasis in original]." Respondent does not understand that the required refund language applies to fees that are "earned when received,"

not merely to fixed fees. Also, Respondent does not include all the language mandated by ER 1.5(d)(3).

13. Respondent included this language in his fee agreement: "Client's interests and entitlements have been ignored in this probate action and all of these issues will be brought to the attention of the Court and the Personal Representative of the probate estate. There certainly has been gross neglect of the client's interests and also intentional conduct adverse to her interests."

14. Starting on June 12, Complainant and Respondent exchanged prodigious emails, to the following effect: On June 12 Respondent filed a Notice of Appearance and a motion to continue the June 25 hearing—his office was closed June 23-July 2 for the SBA convention and office remodeling. The PR and the sisters opposed Respondent's motion. The court moved the hearing to August 6, at 3:00 p.m. Complainant obtained documents from the court and the PR and emailed all 138 pages of them to Respondent. She complained that she had not previously received many of them from the PR for which she blamed the PR, the PR's attorneys, and her sisters. Respondent told her they had to review the documents together "with a fine tooth comb." On June 21, Complainant told Respondent she

had not previously received the April 2016 Stipulated Order so "I don't see how there could be a time limit that would apply."

15. On June 22, Complainant emailed Respondent acknowledging that she had received an email from the PR's attorney on July 1, 2016. In that email the PR's attorney told Complainant about the April 2016 Stipulated Order in which auction procedures were described and attached a copy of it to the email. He also told Complainant that because the sisters' attorney was handling the auctions that attorney should have notified Complainant of them. Thus, both Complainant and Respondent were aware as of June 22, 2018, that Complainant discovered on July 1, 2016 that she had been victimized and that the applicable limitation period may expire on July 1, 2018, with nine days to go. Complainant ended her June 22 email to Respondent: "[Y]our filing of June 12th is under the 'two year' time frame, since I suppose that would be July 1st. I hope we can sock it to all of them!"

16. Respondent's June 12, 2018 filing was merely a notice of appearance and a motion to continue a hearing, but he did not dispel Complainant's erroneous belief that he had timely filed something to avoid expiration of the deadline.

17. Complainant reviewed more newly obtained documents and, through July 2018, forwarded her complaints to Respondent. He did not, however, file

anything until August 6, 2018, at 2:40 p.m., 20 minutes before the start of the hearing on the PR's Petition for Approval, that arguably would have avoided the limitations bar: An objection to the PR's May 24, 2018 filing, due to be considered at 3:00 p.m. When Complainant arrived at Respondent's office in Bisbee to prepare for the hearing she discovered Respondent had not filed an objection. She demanded that he do so. Respondent prepared an objection to the Petition for Approval. Since it did not cover all of the issues Complainant wanted the court to address, he prepared a separate "Statement of Concerns" for her to file. Caught by surprise in court the PR was unprepared to argue Respondent's objection. Judge Kelliher continued the hearing to August 22, ordered Respondent to serve a copy of his and Complainant's objection by August 8, gave the opposing parties to August 10 to file a response, and he gave Respondent to August 16 to file a reply.

18. The procedure Respondent followed complied with the relevant rules. Rule 17, Ariz. R. Prob. Proc., does not require that an objecting party file a written objection to a petition. It does provide that a party filing a written objection must do so within three days of a hearing; if the objecting party files the objection less than three days before the hearing the objection is not to be stricken; and the objecting party must appear at the hearing and tell the court they filed an objection.

However, Respondent failed to file an objection or any other document by July 1, 2018, that would have improved Complainant's chance of avoiding a limitations bar to the assertion of her rights.

19. In the objection, Respondent raised four of the PR's specific failures: a) she allegedly distributed to Complainant only $58,000 of the $136,000 in a wealth management account Margaret devised to Complainant; b) she did not remedy a $600.00 NSF check; c) she failed to account for or pay Complainant's fair share of the proceeds of the jewelry and coins auction; and d) she failed to account for a "Commerative [*sic*] Rifle" allegedly worth $18,000-$30,000. Complainant's separate statement of concerns added to the PR's failures: a) To reimburse Complainant for storage fees incurred to house family photos, slides, films, and a projector; b) to safeguard Complainant's childhood photos, wedding album, and winning fourth grade art contest entry ("I had asked my mom two years earlier if I could have it and she had said, 'No.'"); c) to safeguard her "first drafting work from seventh grade ("I cannot express how hurtful that was and still is to this day. I had no idea that my sister Kara hated me."); d) to safeguard missing items such as Margaret's doll, two Indian lithographs, her father's flushing toilet bank, an antique milking stool that great grandpa Mailand brought from Holland,

grandma's lace crochets, a necklace "my Indian grandfather made for my mom," and a typewriter. She concluded:

> I have soldiered on for more than four years of what has often been hell for the opportunity to have some pieces of good family memories. Instead of that, I have our mother's death, two file drawers full of paperwork and debt. I didn't even get a pair of socks. I do have a pair of pajamas I borrowed from my dad on the last trip out before he died and sometimes I do take them out and look at them and even wear them.

20. On August 9, 2018, the PR filed a motion for summary judgment (MSJ) and request for attorney's fees. She claimed that Complainant's share of Margaret's wealth account passed outside of probate and the rest of Complainant's claims were barred by a two-year statute of limitations that began to run in 2014 when Complainant first alerted the PR that her sisters removed estate assets. She argued that she unsuccessfully sought funds to finance litigation against the sisters, plus she owed a fiduciary duty to the sisters to be sued. She had recommended to Complainant that she independently pursue claims against the sisters.

21. Respondent emailed the PR's MSJ to Complainant and on August 12 she replied:

> You assured me on the phone when we discussed your fees that you would be able to get the court to return the monies paid the Hollands for their "services." If the judge decides the two years to protest is up, then we are in trouble. I assume you would have seen or interpreted

> that in the court file I sent you back in April and paid you $600.00 to read and advise me on. I need you to figure out a reason why the two year time frame is not up. Do you need to find someone to assist you in these matters?

On August 14, she added:

> I am very concerned that we provide an appropriate response to the [MSJ]. Based on prior experience regarding preparedness for hearing I have attempted to provide some possible arguments to the Hollands' petition. These are not designed to substitute for any legally appropriate response(s) to the MFSJ. It is too late in the process for me to substitute attorneys especially considering the court already indulged our request for a continuance. Please provide me with your work product to date and going forward so that I can be assured that my rights are not further jeopardized.

She added a question about the proper format in which to respond to an MSJ. Respondent replied that he planned to include a section in his response to the MSJ to the effect that Complainant's many illnesses and surgeries, to which she alluded in her separate statement of concerns in response to the PR's Petition for Approval, supported assertion of the equitable tolling doctrine.

22. On August 15, two sisters joined the PR's MSJ. The same day, Complainant asked Respondent again about the format for a response to an MSJ: "I asked that question twice yesterday. I am trying to work on a proper legal response to the Hollands' petition and really need to know what format I am supposed to have it in." On August 16, she added:

> Here is additional information. I have had three surgeries in the last four years and have gone through additional spinal procedures during that time. I had to run from the Thomas Fire here in California and was evacuated for eight days from my home. Upon my return I had to deal with extensive smoke damage to my home and property. Shortly thereafter we had the debris flow in Montecito which killed 22 people including a friend. It destroyed a client's house and it cut me off from work for almost a month (all of my work and office is in Santa Barbara). In addition due to the legal events which occurred between February and June 2016, of which I was not noticed, the case became a challenge to find an attorney willing to take it on. You add legal issues with my personal injury attorney defrauding my med pay and having my newly operated back injured by a physical therapist three months post op, which resulted in being confined to a bed for two months, hoping to minimize the damage the therapist did. I have been through bloody hell. I am leaving some things out because it is just too much. People wouldn't believe what I have gone through. Somehow I have managed to still be standing and get my daughter through college, all on my own. No support from my ex-husband throughout the years. It hasn't been easy and it has taken much time and energy and my resources have been limited as a result of all of it. Some of these things they know and I believe they counted and played on the belief they could get away with whatever they wanted and I would be powerless to defend myself.
>
> I did responses to their motion for summary judgment. I have emails from James Holland and a separate email from Jonnie Holland telling me they planned to deal with the collateral issues at the close of the estate. I also have Jim Holland telling me I was premature and would risk the Judges wrath if I filed anything on the subject prematurely. When I have been able to refine my responses I will send it to you.

23. In a separate email, Complainant asked Respondent if their response to the MSJ was due "by tomorrow" (August 17). Respondent replied that originally

the response was due "yesterday" (August 15) but the due date was extended to "today" (August 16). It is not clear why Respondent thought that his response originally was due August 15 or, later, on August 16. The PR's MSJ was filed on August 9. Probate court rules apply the Rules of Civil Procedure to MSJs. Rule 56, Ariz. R. Civ. P., gave Respondent 30 days after the MSJ was served (plus five days for service by mail)—to September 13, 2018—by which to file a response. Complainant and Respondent did have an August 16 deadline, but it was to file a reply re: their objection to the Petition for Approval and had nothing to do with the MSJ. He added that he did not believe the PR's statute of limitations argument was meritorious. Such statutes limit the time within which to file new suits. All Complainant wanted was to bring her concerns to the court's attention in an already-pending case.

24. Due to scanner, email, and FAX difficulties, Complainant and Respondent did not communicate well. For her statement of facts opposing the PR's statement, Complainant wanted to submit her version of facts to the court. Respondent agreed to do so but claimed he did not receive Complainant's version as an email attachment in time to meet what he believed to be an August 16 filing

deadline. He left his Douglas office at 4:00 p.m. to file the response in Bisbee so he agreed to file Complainant's statement of facts later, after he received it.

25. Respondent filed a response to the PR's MSJ on August 16. He did not include a Separate Statement of Facts rebutting the PR's such statement or offering additional facts relevant to the motion and his response. He did argue that A.R.S. §14-3935 applied, giving Complainant six months following the PR's filing of a closing statement within which to sue the PR. He did not argue that the two-year tort limit did not apply; instead, he argued that it should be equitably tolled due to all of Complainant's personal hardships during the years following Margaret's death. Respondent did not enumerate the PR's many alleged fraudulent actions. Rather, he merely stated in conclusory form: "In certain instances addressed in one or more of Petitioner's sworn statements, communication directed at Petitioner from a fiduciary or those representing a fiduciary would appear to constitute extrinsic fraud as described in Arizona cases including . . . [citations omitted]."

26. Complainant wanted to see what Respondent filed. On the night of August 16, she emailed him confirming that he filed his paperwork with the court and faxed it to opposing counsel. "Did you also file my responses with the court?...

Can you please forward the documents you filed in court today." On August 17, at 3:46 a.m.: "Ed, Here is the revised response to [the PR's MSJ]. I don't think you filed the other one yesterday so please be sure to file and send out this revised set." She attached her "Revised" response and several supporting exhibits to the MSJ. At 3:52 a.m. she emailed Respondent again with some edits and expressed concern over whether he "correctly and strongly addressed" the statute of limitations issue. Later that morning, Respondent emailed Complainant that he could not file her documents by closing time on August 16 but he did receive them as her email attachments, faxed them to opposing counsel, and agreed to file the originals as soon as he received them from her.

27. In an email exchange, Complainant complained that Respondent did not send her a copy of what he filed. Respondent insisted that both he and his assistant did send his filing to Complainant; the four emails show the attachments. Complainant finally received one email from Respondent's office with the attached response to the MSJ.

28. Late on Friday, August 17, Respondent filed a "Notice of Service and Document With Exhibit Served Attached." Attached was the responsive Statement of Facts that Complainant composed and sent to Respondent. Concurrently,

Respondent filed a second "Notice of Service and Document With Exhibit Served Attached." The attachment was an amalgamated "Amended Pleading" comprised of Complainant's response to the PR's MSJ that included cut-and-pasted emails, and Respondent's response (that he filed the day before).

29. Complainant asked Respondent for a copy of the new filings three times. He sent her a copy of the PR's reply and told her he filed what she had sent him without any changes. On Monday, August 20, Complainant told Respondent she already had the reply; "what I'm trying to get from you are the documents that you filed on my behalf with the court on Friday." Respondent answered Complainant's email but did not attach copies of the filings or state that he did. On Tuesday, August 21, Complainant replied: "I don't understand what the problem is—just provide me with a copy of the documents in their entirety that were filed on Friday. You sent them to the other attorney, I also want to see the documents in final form." In a later email she challenged Respondent's decision to focus on her personal hardships as a strategy to address the PR's time-bar defense and reiterated her prior seven demands for copies of her own filings--"I need to know what situation we are walking into tomorrow" at the hearing (which was only on the PR's Petition for Approval, not her MSJ). That evening, Respondent answered by

attaching a copy of the PR's reply memorandum, but not the documents Complainant requested. She asked him to call her. In a lengthy email Respondent outlined Complainant's case but still did not attach the requested copies of filings. She retorted, "I asked you to call me, not write some irrelevant email."

30. From the PR's reply memorandum Complainant gleaned that Respondent's filings were inept. She emailed him criticizing his failure to include any of the arguments he discussed in his recent email to her. She judged the PR's MSJ and reply memorandum to be far superior. "I would like to know why you chose not to put the appropriate responses into the pleading. Why did you throw my chance of receiving some kind of equity out the window? How can you possibly legally undo the harm you have done?"

31. On the morning of oral argument on Complainant's objection to the PR's Petition for Approval, but which Respondent (and hence, Complainant) believed also to be the time to argue the MSJ, Complainant emailed Respondent that she would file a bar charge, and to mitigate the harm of his dereliction he should "consider asking for a side-bar with the Judge, pray for him to forego ruling on the motion today, confess your incompetency, and ask to be removed from the case so that you play no further part in jeopardizing the case." Respondent replied

that he was more than prepared for oral argument and that he tried to call Complainant but she did not answer. After leaving a business meeting, she replied, again criticizing Respondent and told him, "I instructed you earlier today what I wanted you to do clearly you have failed to do that as well."

32. While Respondent was driving to the Bisbee courthouse Complainant called him. She told him that if, during argument, he felt like they were winning, he should continue with the argument, but if he felt that they were losing he should move to withdraw and confess his incompetence. Respondent asked her if that was what she really wanted; she replied, "Yes." Minutes from the courthouse, Respondent claims he was shocked and did not know what else to say. In view of her recent antagonism, he believed he could not adequately represent Complainant and decided to move to withdraw at the hearing and to move to continue the matter to let Complainant obtain new counsel.

33. At the hearing, Judge Kelliher first held a meeting with counsel only. Then, with all parties present either in person or on the phone (Complainant appeared telephonically), Respondent moved to withdraw as counsel for Complainant. In answer to the court's questions, Complainant did not object so the court granted Respondent's motion. Complainant asked for a continuance but

Judge Kelliher denied it, so Complainant had to argue her own position without knowing what Respondent actually filed for her. The court granted the PR's MSJ and Petition for Approval and calendared October 1, 2018 to decide the attorney's fees issue.

34. After the hearing, Judge Kelliher spoke with Respondent and told him that Complainant had called his chambers prior to the hearing and asked to speak directly with him. After being told she could not speak to the judge, she tried to call him two or three more times. Complainant charged that Respondent told court personnel not to respond to her requests for information but Respondent denies that charge and there is no evidence to support it.

35. In a subsequent exchange of emails, Complainant lambasted Respondent over his ineptitude; she referred to his "quite the tricky move you pulled on me" (according to Complainant he was supposed to argue the case but withdraw only if it sounded like the judge was against them on the MSJ); Respondent told her he had malpractice insurance and that a representative would contact her; and by August 30, 2018, Respondent had not refunded fees in response to Complainant's demand. Also, Complainant had not heard from a claim representative.

36. The court granted the PR's request for an award of attorney fees and ordered Complainant to pay $8,165.00, to be deducted from her share of the remaining estate. Complainant hired new counsel and filed a Motion for Reconsideration of the court's August 22 rulings and an objection to the PR's application for administrative expenses. Judge Kelliher granted the PR's motion to strike Complainant's Motion for Reconsideration because Complainant's motion merely reiterated arguments already presented in Complainant's August 6 filing and argued on August 22. He granted the PR's application for administrative expenses and concluded:

> The Court further finds that Richele Mailand has instigated and improperly maintained "unjustified Court proceedings" and "unreasonable or excessive demands" made on the Personal Representative . . . . [Her sisters] should not bear the Personal Representative's expenses and Attorneys' Fees incurred as a result of Richele Mailand's unjustified Court proceedings and unreasonable and excessive demands.

37. Starting on December 13, 2018, Respondent saw Dr. Brian Walker, Ph.D., in counseling sessions. A copy of Dr. Walker's self-explanatory letter to Respondent's counsel dated July 26, 2019, is filed herein under seal as Ex. B and is accompanied by a Motion for Protective Order to seal the report from Complainant and the public.

38. The PR filed a Closing Statement on February 12, 2019. Complainant retained new counsel but has not filed a malpractice claim.

39. On August 16, 2019, Respondent wrote a letter of apology to Complainant in care of her attorney. He conceded that "I was not performing at my best when I was representing you" and agreed to refund $7,500 to her. With his letter Respondent enclosed a check for $3,500 and committed to pay the balance when he is able.

40. Respondent intends to close his practice and retire from practicing law in or by June 2020.

CONDITIONAL ADMISSIONS

Respondent's admissions are being tendered in exchange for the form of discipline stated below and are submitted freely and voluntarily and not as a result of coercion or intimidation. Respondent conditionally admits that he violated Rule 42, ERs 1.1, 1.3, 1.4, 1.5(d)(3), 3.2, and 8.4(d).

RESTITUTION

Respondent is attending to restitution as described above.

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: Suspension of six (6) months and probation (LOMAP) for up to one year following reinstatement, as is more specifically detailed above . If Respondent violates any of the terms of this agreement, the State Bar may bring further discipline proceedings.

LEGAL GROUNDS IN SUPPORT OF SANCTION

In determining an appropriate sanction, the parties consulted the American Bar Association's *Standards for Imposing Lawyer Sanctions (Standards)* pursuant to Rule 57(a)(2)(E). The *Standards* are designed to promote consistency in the imposition of sanctions by identifying relevant factors that courts should consider and then applying those factors to situations where lawyers have engaged in various types of misconduct. *Standards* 1.3, Commentary.

In determining an appropriate sanction the Court considers the duty violated, the lawyer's mental state, the actual or potential injury caused by the misconduct and the existence of aggravating and mitigating factors. *Standard* 3.0.

The duty violated

Respondent's conduct violated his duty to the client and the legal system.

The lawyer's mental state

Respondent acted negligently in the manner he conducted himself as described above.

The extent of the actual or potential injury

There was actual harm to the client and the legal system.

The parties agree that the following *Standards are relevant:*

ERs 1.3 and 1.4
***Standard* 4.43** Reprimand is generally appropriate when a lawyer is negligent and does not act with reasonable diligence in representing a client, and causes injury or potential injury to a client.

ER 1.5(d)(3)
***Standard* 4.64** Admonition is generally appropriate when a lawyer engages in an isolated instance of negligence in failing to provide a client with accurate or complete information, and causes little or no actual or potential injury to the client.

ERs 3.2 and 8.4(d)
***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.

Aggravating and mitigating circumstances

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

In aggravation: *Standard* 9.22--

(a) prior disciplinary offenses—

- 2016, 15-0088 and 15-0226, suspended for 30 days (reinstated later in 2016) and probation for two years (LOMAP, practice monitor, implement Lynda Shely's recommendations, restitution for $1,800, and CLE on Rules of Civil Procedure with focus on federal rules re: motions for summary judgment), ERs 1.1-1.4, 1.5(d)(3), 3.1, 3.4(c), 8.4(d), and Rule 54(c).

- 2014, 13-0767, Admonition with probation (six hours of CLE in probate), ERs 1.3 and 8.4(d).

- 2007, 06-1774, Informal Reprimand (currently, Admonition) and Probation (LOMAP assessment and compliance with ensuing recommendations), ERs 1.3 and 1.4. Respondent violated ER 1.3 by failing to diligently pursue a defense on behalf of his client. He did not try to get to trial before his client was already jailed for longer than the maximum possible punishment, consult with her family about her mental condition and defense, or visit her in jail even once to discuss her case. Respondent's failure to visit his client in jail also violated ER 1.4. Had he communicated with her, he would have known more about her mental health and done more to defend her.

(c) a pattern of misconduct;

(d) multiple offenses;

(i) substantial experience in the practice of law.

In mitigation: *Standard* 9.32--

(b) absence of a dishonest or selfish motive;

(c) personal or emotional problems (see Dr. Walker's report);

(e) full and free disclosure to disciplinary board or cooperative attitude toward proceedings;

(g) character or reputation (see four letters attached hereto collectively as Ex. C);

(l) remorse (letter of apology and restitution, although not "timely" for purposes of mitigating factor (d), show remorse).

Discussion

Aggravating factors outweigh mitigating factors. Respondent's discipline history arose in the context of similar subject matters: Motions for Summary Judgment and Probate. He was on probation while representing Complainant. Whatever lessons Respondent learned from his prior discipline and probation, they were not sufficient to protect the public. The presumptive sanction of reprimand should be aggravated to a suspension for six months, the maximum length necessary without requiring Respondent to undergo formal reinstatement proceedings under Rule 65(b)2. Coupled with probation designed to help Respondent close his practice and retire from the practice of law by June 2020, this form of discipline will satisfy the purposes of lawyer regulation.

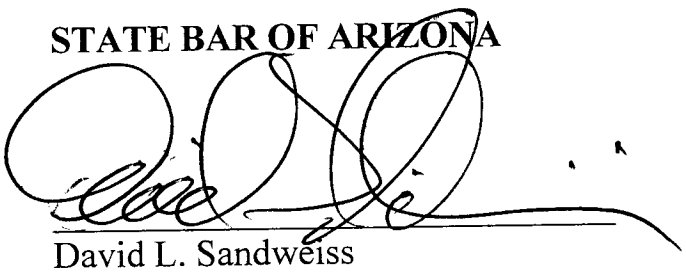
Based on the *Standards* and in light of the facts and circumstances of this matter, the parties conditionally agree that the sanction set forth above is within the range of appropriate sanction and will serve the purposes of lawyer discipline.

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 64 (2004). Recognizing that determination of the appropriate sanction is the prerogative of the Presiding Disciplinary Judge, the State Bar and Respondent believe that the objectives of discipline will be met by the imposition of the proposed sanction of suspension with probation and the imposition of costs and expenses. A proposed form of order is attached hereto as Exhibit D.

DATED this 28th day of August 2019.

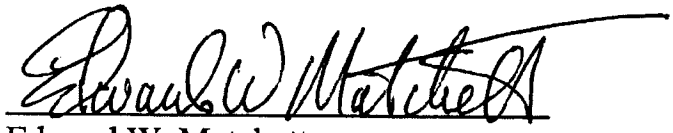
STATE BAR OF ARIZONA



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 23rd day of August, 2019.



Edward W. Matchett
Respondent

DATED this _____ day of August, 2019.

Udall Law Firm LLP

_____
Janet Hong Linton
Counsel for Respondent

Approved as to form and content this _____ day of August, 2019.

_____
Maret Vessella
Chief Bar Counsel

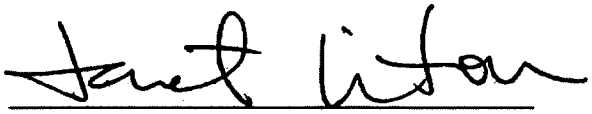
This agreement, with conditional admissions, is submitted freely and voluntarily and not under coercion or intimidation. I acknowledge my duty under the Rules of the Supreme Court with respect to discipline and reinstatement. I understand these duties may include notification of clients, return of property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

DATED this _____ day of August, 2019.

_____
Edward W. Matchett
Respondent

DATED this 26th day of August, 2019.

Udall Law Firm LLP



Janet Hong Linton
Counsel for Respondent

Approved as to form and content this _____ day of August, 2019.

_____
Maret Vessella
Chief 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 August, 2019.

_____
Edward W. Matchett
Respondent

DATED this _____ day of August, 2019.

Udall Law Firm LLP

_____
Janet Hong Linton
Counsel for Respondent

Approved as to form and content this _____ day of August, 2019.

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 28th day of August, 2019.

Copy of the foregoing emailed
this 28th day of August, 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 28th day of August, 2019, to:

Janet Hong Linton
Udall Law Firm LLP
4801 E. Broadway Blvd., Ste. 400
Tucson, AZ 85711-3638
Email: jlinton@udalllaw.com
Respondent's Counsel

Copy of the foregoing hand-delivered
this 28th day of August, 2019, to:

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

by: _____
DLS/js

EXHIBIT A

Statement of Costs and Expenses

In the Matter of a Member of the State Bar of Arizona
Edward W. Matchett, Bar No. 010057, Respondent

File No(s). 18-2538

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**
TOTAL COSTS AND EXPENSES INCURRED	$ 1,200.00

EXHIBIT B
(FILED UNDER SEAL)

EXHIBIT C

August 14, 2019

To whom it may concern,

I have known Ed Matchett for three years. Ed is a man of integrity and kindness. I own and operate Estrada Immigration Services and really enjoy having him as a neighbor. I value his professional advice and personal opinions. Edward W. Matchett, is the only attorney I personally recommend to my clients and the public. If you have any questions, please call me directly to further discuss my personal and professional experiences with Ed. Thank you!

Regards,

Omar N. Estrada
Estrada Immigration Services
1048 N. G Ave.
Douglas, AZ 85607
520-368-7405

August 13, 2019

To whom it may concern:

Edward Matchett has been an attorney in Douglas, Arizona for many years and has helped many members of our community. He is also a board member for SEAFCU, and has been helpful in assisting with legal questions.

Mr. Matchett is a bright and personable individual who likes to be involved in his community. He has demonstrated through personal and professional challenges that he is an overcomer and is well capable of reaching goals.

If you have any questions, please do not hesitate in contacting me.

Sincerely,

Elisa Watson
E_Sin05@yahoo.com

Valeria Osuna
Customer Service Rep.
State Farm Insurance
99 Bisbee Rd.
Bisbee Az. 85603

August 13th, 2019

To whom it may concern,

My name is Valeria Osuna and I work at State Farm Insurance in both Douglas and Bisbee AZ. I've worked at this company for 6 years by now and I've known Mr. Edward Matchett since then. We've had the chance to also work together on a legal case last year which was simple and smoothly handled due to his professionalism and expertise.
For any questions or concerns, please feel free to get in contact with me at 520-432-5411

Sincerely,

Valeria Osuna

Valeria Osuna.

FARMERS
INSURANCE

08/13/2019

To Whom It May Concern,

I Sarah Villalobos, Farmers Agency Owner, have known Ed Matchett for over 10 years. Ed is a trustworthy and kind person. Ed has been a great friend and lends a helping hand when asked. I would recommend Ed in personal and business affairs. If you have any additional questions I may be reached at the number below.

Sarah E. Villalobos, Agent
1009 N. G Ave
Douglas, AZ 85607
O: 520-364-3446
F: 520-364-8801

EXHIBIT D

BEFORE THE PRESIDING DISCIPLINARY JUDGE

IN THE MATTER OF A MEMBER OF THE STATE BAR OF ARIZONA, **EDWARD W. MATCHETT,** **Bar No. 010057,**	**PDJ** **FINAL JUDGMENT AND ORDER** State Bar No. 18-2538

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

Accordingly:

IT IS ORDERED that Respondent, **Edward W. Matchett**, is Suspended for six (6) months for his conduct in violation of the Arizona Rules of Professional Conduct, as outlined in the consent documents, effective November 1, 2019. Between the date of entry of this judgment and order of suspension and the effective date Respondent "shall not engage in the practice of law, except that during the period between entry and the effective date of the order Respondent may complete on behalf of any client all matters that were pending on the entry date." Rule 72(d), Ariz. R. Sup. Ct. During the above-defined interval Respondent

may wind down his practice but may not accept new clients or legal matters, or charge or collect new fees for such clients or matters.

IT IS FURTHER ORDERED that following reinstatement Respondent shall be placed on probation for up to one year to participate with the State Bar's Law Office Management Assistance Program (LOMAP) to assist Respondent in closing his law office and retiring from the practice of law by June 2020.

IT IS FURTHER ORDERED that Respondent shall be subject to any additional terms, including but not necessarily limited to probation, imposed by the Presiding Disciplinary Judge as a result of his reinstatement.

IT IS FURTHER ORDERED that Respondent shall not commit any violations of the Rules of Professional Conduct while on probation.

CAUTION RE NON-COMPLIANCE WITH PROBATION

If Respondent fails to comply with any of the foregoing probation terms, and the State Bar of Arizona receives information thereof, Bar Counsel shall file a notice of noncompliance with the Presiding Disciplinary Judge, pursuant to Rule 60(a)(5). The Presiding Disciplinary Judge may conduct a hearing within 30 days to determine whether Respondent breached a term of probation and, if so, whether to assess an appropriate sanction. If Bar Counsel alleges that Respondent failed to

comply with any of the foregoing terms, the burden of proof shall be on the State Bar of Arizona to prove noncompliance by a preponderance of the evidence.

IT IS FURTHER ORDERED that, 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 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 August, 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 August, 2019.

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

Janet Hong Linton
Udall Law Firm LLP
4801 E. Broadway Blvd., Ste. 400
Tucson, AZ 85711-3638
Email: jlinton@udalllaw.com
Respondent's Counsel

Copy of the foregoing emailed/hand-delivered
this ____ day of August, 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 August, 2019 to:

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

by:_____