

BEFORE THE PRESIDING DISCIPLINARY JUDGE

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

JEFFREY A. MCKEE,
Bar No. 012279,

Respondent.

PDJ 2018-9087

**FINAL JUDGMENT AND
ORDER**

[State Bar No. 17-0949]

FILED JANUARY 15, 2019

The Presiding Disciplinary Judge accepted by separate decision the Agreement for Discipline by Consent filed by the parties on December 17, 2018.

Now Therefore,

IT IS ORDERED imposing the sanction of Admonition with one (1) year of Probation effective this date on Respondent, **JEFFREY A. McKEE, Bar No. 012279**, for his conduct in violation of the Arizona Rules of Professional Conduct.

IT IS FURTHER ORDERED Mr. McKee shall complete, at his cost, the CLE program *10 Deadly Sins of Conflict* within ninety (90) days from this date. Mr. McKee shall provide the State Bar Compliance Monitor with proof of completion of the program by delivering a copy of his handwritten notes. He shall contact the Compliance Monitor at 602-340-7258 to arrange to submit this evidence.

IT IS FURTHER ORDERED Mr. McKee 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 15th day of January, 2019.

William J. O'Neil

William J. O'Neil, Presiding Disciplinary Judge

Copy of the foregoing mailed/emailed
this 15th day of January, 2019, to:

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

Ralph W. Adams
Adams & Clark, PC
520 East Portland Street
Phoenix, Arizona 85004-1843
Email: ralph@adamsclark.com

by: AMcQueen

BEFORE THE PRESIDING DISCIPLINARY JUDGE

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

JEFFREY A. MCKEE,
Bar No. 012279

Respondent.

PDJ 2018-9087

**DECISION ACCEPTING
DISCIPLINE BY CONSENT**

[State Bar No. 17-0949]

FILED JANUARY 15, 2019

Under Rule 57(a), Ariz. R. Sup. Ct.,¹ an Agreement for Discipline by Consent (“Agreement”), was filed on December 17, 2018. A Probable Cause Order issued on August 30, 2018 and the formal complaint was filed on October 2, 2018. Mr. McKee is represented by Ralph Adams, *Adams & Clark, PC*, and the State Bar of Arizona is represented by Staff Bar Counsel Rebecca N. Kennelly.

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. McKee 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 within five (5) days pursuant to Rule 53(b)(3), was discussed with the complainant by phone on December 11, 2018. No objections have been filed.

The Agreement details a factual basis to support the conditional admissions and are briefly summarized. It is incorporated by this reference. Mr. McKee admits to violating Rule 42, specifically, ERs 1.2 (scope of representation), 1.4 (communication), 1.5(b) (fees), 1.6 (confidentiality of information), 1.7 (conflict of interest/current clients), and 1.9 (duties to former clients). The parties stipulate to the imposition of an admonition with one year of probation to include continuing legal education (CLE). Mr. McKee also agrees to pay costs in the amount of \$1,200.00 within 30 days from the date of this order.

For purposes of the Agreement, the parties stipulate that in early 2012, Mr. McKee represented client (Lee) in relation to a residential construction project. He had been referred by Arthur Costello who was an unlicensed contractor performing the construction work for Lee. Costello was an existing client who had previously utilized Mr. McKee for legal services.

Lee hired Mr. McKee to assist with interactions with inspectors regarding installment of a firewall in the client's garage and any permit issues. Mr. McKee did not send Lee an engagement letter or advise Lee about possible conflicts. Lee paid each

of the monthly bills for services sent by Mr. McKee. In January 2012, the Registrar of Contractors (ROC) began an investigation into Mr. Costello and the project. It sent Lee a letter regarding the project and utilizing an unlicensed contractor. Lee, who knew Mr. Costello was unlicensed when she hired him, provided the letter to Costello who then provided the ROC letter to Mr. McKee. Mr. McKee thereafter, failed to avoid a conflict interest by having discussions with the ROC investigator to resolve the matter without consulting Lee.

The ROC requested copies of any payments made by Lee to Costello. It also requested copies of any contracts or purchase orders. Without asking Lee if she possessed such evidence, Mr. McKee told the investigator that Lee had no such evidence when in fact Lee and Costello had a written contract. At the suggestion of the investigator, Mr. McKee convinced Lee to complete a W-4 form to verify that Costello was her employee. He did not consult with Lee about this W-4 plan. He did not tell Lee that the ROC was also investigating whether the other workers for Lee were aiding and abetting the Costello as an unlicensed contractor. Instead he only spoke with Costello about those letters.

After completion of the project, issues arose regarding the work, overspending on the project, and payment. Costello received a demand letter from a separate attorney that Lee hired. Costello consulted with Mr. McKee about the demand letter. Mr. McKee failed to avoid a conflict of interest by sending a letter to Lee's attorney. Mr.

McKee's letter included statements that were averse to Lee's potential lawsuit against Costello. Costello asked Mr. McKee to represent him regarding allegations of overspending and payment. Mr. McKee sought for Lee to waive the conflict of interest, however, Lee would not waive the conflict and Mr. McKee subsequently had no further involvement in the dispute.

The parties agree Mr. McKee negligently violated his duties to the client and the profession by failing to avoid conflicts of interest and his misconduct caused potential harm to the client.

The parties further agree aggravating factor 9.22(i) (substantial experience in the practice of law) is present, and in mitigation are factors 9.32(a) (absence of prior disciplinary offenses), 9.32(b) (absence of dishonest motive), (e) full and free disclosure to disciplinary board or cooperative attitude toward proceedings), and 9.32(j) (delay in disciplinary proceedings). Upon application of these factors, the parties stipulate that a reduction from the presumptive sanction of reprimand to admonition is appropriate.

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 15th day of January 2019.

William J. O'Neil

William J. O'Neil, Presiding Disciplinary Judge

COPY of the foregoing e-mailed/mailed
on this 15th day of January 2019, to:

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

Ralph Adams
Adams & Clark, PC
520 E. Portland Street
Phoenix, AZ 85004-1843
Email: karen@adamsclark.com
Respondent

by: AMcQueen

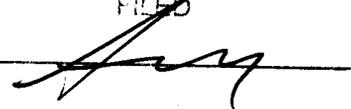
Rebecca Nicole Kennelly, Bar No. 025597
Staff Bar Counsel
State Bar of Arizona
4201 N. 24th Street, Suite 100
Phoenix, Arizona 85016-6266
Telephone (602)340-7247
Email: LRO@staff.azbar.org

OFFICE OF THE
PRESIDING DISCIPLINARY JUDGE
SUPREME COURT OF ARIZONA

DEC 17 2018

FILED

BY



Ralph W. Adams, Bar No. 015599
Adams & Clark PC
520 E. Portland St
Phoenix, AZ 85004-1843
Telephone 602-258-3542
Email: ralph@adamsclark.com
Respondent's Counsel

BEFORE THE PRESIDING DISCIPLINARY JUDGE

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

**JEFFREY A. MCKEE
Bar No. 012279**

Respondent.

PDJ 2018-9087

State Bar No. 17-0949

**AGREEMENT FOR DISCIPLINE
BY CONSENT**

The State Bar of Arizona, through undersigned Bar Counsel, and Respondent, Jeffrey A. McKee, who is represented in this matter by counsel, Ralph W. Adams, hereby submit their Agreement for Discipline by Consent, pursuant to Rule 57(a), Ariz. R. Sup. Ct. On August 30, 2018, the Attorney Discipline Probable Cause

Committee (ADPCC) entered an Order of Admonition, Probation (TEN DEADLY SINS), and Costs. On September 10, 2018, Respondent filed a Demand for Formal Proceedings. On September 13, 2018, the ADPCC entered an Order Vacating the Order of Admonition, Probation (TEN DEADLY SINS), and Costs, and directed the State Bar to prepare and file a complaint against Respondent. The formal complaint was filed on October 2, 2018.

Respondent voluntarily waives the right to an adjudicatory hearing, unless otherwise ordered, and waives all motions, defenses, objections or requests which have been made or raised, or could be asserted thereafter, if the conditional admission and proposed form of discipline is approved.

Pursuant to Rule 53(b)(3), Ariz. R. Sup. Ct., notice of this Agreement was provided to Complainant by telephone on December 11, 2018. 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, Ariz. R. Sup. Ct., ERs 1.2, 1.4, 1.5(b), 1.6, 1.7, and 1.9. Upon acceptance

of this Agreement, Respondent agrees to accept imposition of the following discipline: an Order of Admonition with Probation, the term of which shall be for twelve (12) months and include completion of the CLE program 10 Deadly Sins of Conflict. Respondent also agrees to pay the costs and expenses of the disciplinary proceeding, within 30 days from the date of this order, and if costs are not paid within the 30 days, interest will begin to accrue at the legal rate.¹ The State Bar's Statement of Costs and Expenses is attached hereto as Exhibit A.

FACTS

GENERAL ALLEGATIONS

1. Respondent was licensed to practice law in Arizona on October 21, 1988.

COUNT ONE (File No. 17-0949/Lee)

2. Carol Sue Lee (Lee) hired Arthur Costello (Costello) in 2011 to assist her with a residential construction project. Lee understood that Costello did not possess a current contractor's license. Lee knew Costello because he had worked on a prior

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

construction project for her; therefore, Lee had confidence in Costello's work product and trusted his advice.

3. In the early stages of the construction, Lee signed for a permit as "Owner/Builder" and entered into a written consulting agreement dated October 7, 2011 with a licensed general contractor, J-MAC Builders.

4. In early 2012, Costello recommended that Lee confer with Respondent about a possible installment of a firewall in her garage.

5. Costello was an existing client whom Respondent had represented in a couple of collection matters. Respondent knew from prior conversations with Costello that Costello had let the ROC terminate his contractor's license.

6. Costello introduced Respondent to Lee over the phone, and Lee engaged Respondent's services to confer with inspectors and resolve the firewall permitting issues. Respondent never met Lee in person. Based on Respondent's initial conversation with Lee and those he had thereafter, he understood that Lee trusted Costello and relied on him to guide her through the project to conclusion. Respondent was also given Lee's permission to communicate directly with Costello to resolve issues impeding construction of the project.

7. Respondent did not provide Lee with any consultation or advice regarding use of an unlicensed contractor for her construction project.

8. Respondent did not advise Lee of the potential conflict of interest that could exist based on his concurrent representation of both Lee and Costello.

9. During Respondent's initial conversation with Lee and Costello, Respondent discussed his hourly rate for services and that Respondent would email his bill each month with a description of his time.

10. Respondent did not send Lee a formal engagement agreement or letter. In similar situations, Respondent's normal practice is to send a new client an email confirming the terms of the representation. However, because of the passage of time (over 4 years), Respondent's old emails have been deleted from the system due to the memory capacity in Respondent's computer. Because Respondent cannot access his old emails, he does not know for sure if he sent such a confirming email.

11. Respondent does not possess a copy of a fee agreement or any written communication detailing the scope of Lee's representation and the basis or rate of Respondent's fees and expenses.

12. Lee has no record of receiving a representation agreement, or any written communication, detailing the scope of the representation and the basis or rate of Respondent's fees and expenses.

13. Respondent did send Lee monthly bills with a description of his services, and Lee promptly paid Respondent's legal fees, without question or objection.

14. On January 18, 2012, the Registrar of Contractors (ROC) sent Lee a letter advising her that "Arthur Francis Costello is not licensed with the Arizona Registrar of Contractors and may have contracted with you in violation of Arizona State statutes". The ROC's investigation threatened to stop work on Lee's project.

15. Lee provided the ROC letter to Costello.

16. Costello contacted Respondent about the ROC letter and told Respondent that Lee wanted Respondent to contact the ROC investigator. Costello informed Respondent that he was not acting as Lee's contractor, but rather was helping Lee as her construction manager, agent/spokesperson, and that she had applied for permits as the "owner/builder" of the property.

17. The ROC's January 18, 2012, letter requested that Lee provide: "copies of any proposals, contracts, or purchase orders relating to your case"; "A copy of both sides of any check(s) paid to the suspect as partial or full payment of your

project”; and “A copy of any other evidence of payment, such as credit card billings if applicable.”

18. On January 31, 2012, Respondent sent the ROC a letter on Lee’s behalf and noted that Lee did “not have any items of evidence responsive to [ROC’s] requests.” Respondent had not asked Lee if she possessed such evidence and was unaware of any written agreement between Lee and Costello until many months after the construction project had been completed. The written agreement provided for payment to Costello after completion of the project.

19. On February 2, 2012, Steven Willoughby, the ROC’s investigator, contacted Respondent to discuss the complaint, his investigation, and how to resolve the complaint to avoid stoppage of the project.

20. Respondent did not address any of the potential criminal charges or civil citations against Costello, but focused on Lee’s interests by resolving Mr. Willoughby’s concerns about unlicensed contracting on the project.

21. Mr. Willoughby informed Respondent that he had already interviewed some of the subcontractors on the project, as well as John McKown from J-MAC Builders, who verified that they were receiving their direction not from Costello but from Lee, and that Costello was working for Lee. Mr. Willoughby suggested to

Respondent that if Costello was Lee's employee rather than acting as a contractor, the ROC would terminate the investigation and allow the project to continue.

22. Respondent contacted Costello and suggested that Costello get together with Lee to complete a W-4 form, in which Lee would verify that Costello was her employee, and then deliver the W-4 form to the ROC.

23. Respondent did not consult with Lee about the plan to submit the W-4 form to the ROC as proof that Costello was an employee.

24. Respondent did not consult with Lee regarding correspondence he received from Costello regarding ROC complaints that Lee's other workers received. These complaints alleged that Lee's workers were aiding and abetting an unlicensed contractor. Respondent only spoke to Costello and the ROC about the letters.

25. Costello met with Lee, who signed and addressed the W-4 form, and then Costello delivered the form to the ROC. Following receipt of the W-4 form, the ROC immediately terminated the investigation.

26. Respondent communicated with Lee via email and had 3-4 telephone conversations, but most of Respondent's communications were with Costello, as the

construction manager, on Lee's behalf. Some of Respondent's communication with Costello included information relating to Respondent's representation of Lee.

27. Respondent communicated with Jack Judd, a manager with the Yavapai County Development Services, and worked through permitting problems. In early March, 2012, Respondent successfully completed disclosures to, and negotiations with, the county, and all applicable permits were issued, paving the way for completion of the job.

28. Respondent did not consult with Lee before completing and submitting the Permit Application Sheet.

29. Lee was satisfied with Respondent's work and paid Respondent's bill in full. There was no dispute over payment for Respondent's services. Over the 6-week engagement, Respondent billed Lee and she timely paid a total of \$1,592.50.

30. Having completed his representation, Respondent had no further involvement with or representation of Lee.

31. Approximately 2-3 months later, Costello approached Respondent and told him that the project was completed to Lee's satisfaction, but Lee refused to pay him. Costello explained that he and Lee had entered into a contract in 2011 under which she promised to pay him a lump sum payment of about \$110,000.00 upon

completion of the project. Costello shared with Respondent ledgers of payments to subcontractors on the project. Lee accused Costello of pocketing funds that were intended to pay these subcontractors, and Lee was refusing to pay Costello.

32. Costello received a demand letter from attorney Alex Vakula dated August 14, 2013, whom Lee hired to represent her.

33. Respondent believed that he could assist in clearing up what he believed to be a misunderstanding between Lee and Costello. On August 22, 2013, Respondent authored an email to Mr. Vakula and stated in part:

I am not communicating with you on behalf of Chip [Costello] against Sue [Lee], and cannot represent Chip if this matter cannot be settled and a lawsuit occurs. However, I was involved in the project, and therefore can give you some relevant and helpful information.[] Again, I cannot represent Chip against Sue, but I can convey the facts to you and urge the parties to honor their commitments.

34. Respondent made statements in his correspondence that were adverse to Lee's potential lawsuit against Costello, including that Lee "has not paid, and [Costello] has not received, a dime of the \$110,000 promised him." Respondent also stated in writing that Lee "never paid" Costello, that Lee "overspent on the project," and that Lee "needs to have a serious conversation with [Lee's husband] about what

the excess money was spent on, but she needs to honor her commitment to [Costello].”

35. Respondent had not discussed the statements regarding Costello’s pay or overspending on the project with Lee prior to authoring the correspondence to her attorney.

36. After a complaint was filed against Costello, Costello asked Respondent to represent him to refute the accusations. Respondent told him that because he had represented Lee, there was a conflict, and that Lee would have to waive the conflict before Respondent could help him.

37. On December 5, 2013, Respondent asked Mr. Vakula if Lee would waive the conflict. Lee declined. Therefore, Respondent confirmed that he would have no further involvement in the dispute. Costello engaged another firm to represent him.

CONDITIONAL ADMISSIONS

Respondent’s admissions are being tendered in exchange for the form of discipline stated below and are submitted freely and voluntarily and not as a result of coercion or intimidation.

Respondent conditionally admits that his conduct violated Rule 42, Ariz. R. Sup. Ct., specifically ERs 1.2, 1.4, 1.5(b), 1.6, 1.7, and 1.9.

RESTITUTION

Restitution is not an issue in this matter.

SANCTION

Respondent and the State Bar of Arizona agree that based on the facts and circumstances of this matter, as set forth above, the following sanctions are appropriate: Admonition with Probation, the term of which shall be for twelve (12) months and include completion of the CLE program 10 Deadly Sins of Conflict.

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

NON-COMPLIANCE LANGUAGE

In the event that Respondent fails to comply with any of the foregoing probation terms, and information thereof, is received by the State Bar of Arizona, Bar Counsel shall file a notice of noncompliance with the Presiding Disciplinary Judge, pursuant to Rule 60(a)(5), Ariz. R. Sup. Ct. The Presiding Disciplinary Judge may conduct a hearing within 30 days to determine whether a term of probation has been breached and, if so, to recommend an appropriate sanction. If there is an allegation that Respondent failed to comply with any of the foregoing terms, the

burden of proof shall be on the State Bar of Arizona to prove noncompliance by a preponderance of the evidence.

LEGAL GROUNDS IN SUPPORT OF SANCTION

In determining an appropriate sanction, the parties consulted the American Bar Association's *Standards for Imposing Lawyer Sanctions (Standards)* pursuant to Rule 57(a)(2)(E). The *Standards* are designed to promote consistency in the imposition of sanctions by identifying relevant factors that courts should consider and then applying those factors to situations where lawyers have engaged in various types of misconduct. *Standards* 1.3, Commentary. The *Standards* provide guidance with respect to an appropriate sanction in this matter. *In re Peasley*, 208 Ariz. 27, 33, 35, 90 P.3d 764, 770 (2004); *In re Rivkind*, 162 Ariz. 154, 157, 791 P.2d 1037, 1040 (1990).

In determining an appropriate sanction consideration is given to the duty violated, the lawyer's mental state, the actual or potential injury caused by the misconduct and the existence of aggravating and mitigating factors. *Peasley*, 208 Ariz. at 35, 90 P.3d at 772; *Standard* 3.0.

The parties agree that *Standard* 4.33 is the appropriate *Standard* given the facts and circumstances of this matter. *Standard* 4.33 states, "Reprimand is

generally appropriate when a lawyer is negligent in determining whether the representation of a client may be materially affected by the lawyer's own interests, or whether the representation will adversely affect another client, and causes injury or potential injury to a client." Respondent negligently represented Costello in writing the letter to Lee's attorney.

When Respondent learned from Costello that the parties had a dispute over compensation, Respondent authored the letter to Lee's attorney and included statements that were materially adverse to Lee's position.

The duty violated

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

The lawyer's mental state

For purposes of this Agreement, the parties agree that Respondent negligently failed to avoid a conflict of interest. Respondent conditionally admits that his conduct was in violation of the Rules of Professional Conduct.

The extent of the actual or potential injury

For purposes of this Agreement, the parties agree that there was potential harm to Lee.

Aggravating and mitigating circumstances

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

In aggravation:

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

In mitigation:

Standard 9.32(a) Absence of a prior disciplinary record;

Standard 9.32(b) Absence of dishonest motive;

Standard 9.32(e) Full and free disclosure to disciplinary board or cooperative attitude toward proceedings;

Standard 9.32(j) Delay in disciplinary proceedings.

Discussion

The parties have conditionally agreed that, upon application of the aggravating and mitigating factors to the facts of this case, the presumptive sanction should be mitigated to an admonition with probation.

The parties have conditionally agreed that a greater or lesser sanction would not be appropriate under the facts and circumstances of this matter. Based on the

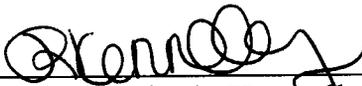
Standards and in light of the facts and circumstances of this matter, the parties conditionally agree that the sanction set forth above is within the range of appropriate sanction and will serve the purposes of lawyer discipline.

CONCLUSION

The object of lawyer discipline is not to punish the lawyer, but to protect the public, the profession and the administration of justice. *Peasley, supra* at ¶ 64, 90 P.3d at 778. Recognizing that determination of the appropriate sanction is the prerogative of the Presiding Disciplinary Judge, the State Bar and Respondent believe that the objectives of discipline will be met by the imposition of the proposed sanction of Admonition with Probation, and Respondent consents to this discipline. A proposed form of order is attached hereto as Exhibit B.

DATED this 13th day of December 2018.

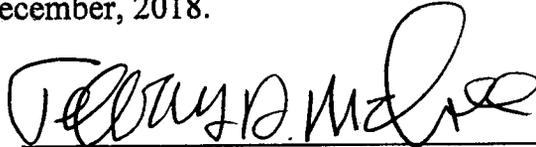
STATE BAR OF ARIZONA



Rebecca Nicole Kennedy
Staff Bar Counsel

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

DATED this 14th day of December, 2018.



Jeffrey A. McKee
Respondent

DATED this _____ day of December, 2018.

Ralph W. Adams
Counsel for Respondent

Approved as to form and content



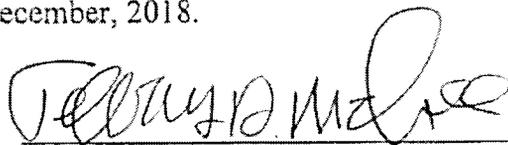
Maret Vessella
Chief Bar Counsel

Original filed with the Disciplinary Clerk of
the Office of the Presiding Disciplinary Judge
of the Supreme Court of Arizona
this ___ day of December, 2018.

Copy of the foregoing emailed
this ___ day of December, 2018, to:

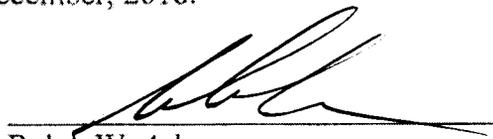
This Agreement, with conditional admissions, is submitted freely and voluntarily and not under coercion or intimidation.

DATED this 14th day of December, 2018.



Jeffrey A. McKee
Respondent

DATED this 14th day of December, 2018.



Ralph W. Adams
Counsel for Respondent

Approved as to form and content



Maret Vessella
Chief Bar Counsel

Original filed with the Disciplinary Clerk of
the Office of the Presiding Disciplinary Judge
of the Supreme Court of Arizona
this ___ day of December, 2018.

Copy of the foregoing emailed
this ___ day of December, 2018, to:

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

DATED this _____ day of December, 2018.

Jeffrey A. McKee
Respondent

DATED this _____ day of December, 2018.

Ralph W. Adams
Counsel for Respondent

Approved as to form and content



Maret Vessella
Chief Bar Counsel

Original filed with the Disciplinary Clerk of
the Office of the Presiding Disciplinary Judge
of the Supreme Court of Arizona
this 17th day of December, 2018.

Copy of the foregoing emailed
this 17th day of December, 2018, 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/mailed
this 17th day of December, 2018, to:

Ralph W. Adams
Adams & Clark PC
520 E Portland St
Phoenix, AZ 85004-1843
Email: ralph@adamsclark.com
Respondent's Counsel

Copy of the foregoing hand-delivered
this 17th day of December, 2018, to:

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

by: 
RNK/sab

EXHIBIT A

Statement of Costs and Expenses

In the Matter of a Member of the State Bar of Arizona,
Jeffrey A. McKee, Bar No. 012279, Respondent

File No. 17-0949

Administrative Expenses

The Supreme Court of Arizona has adopted a schedule of administrative expenses to be assessed in lawyer discipline. If the number of charges/complainants exceeds five, the assessment for the general administrative expenses shall increase by 20% for each additional charge/complainant where a violation is admitted or proven.

Factors considered in the administrative expense are time expended by staff bar counsel, paralegal, secretaries, typists, file clerks and messenger; and normal postage charges, telephone costs, office supplies and all similar factors generally attributed to office overhead. As a matter of course, administrative costs will increase based on the length of time it takes a matter to proceed through the adjudication process.

General Administrative Expenses
for above-numbered proceedings **\$1,200.00**

Additional costs incurred by the State Bar of Arizona in the processing of this disciplinary matter, and not included in administrative expenses, are itemized below.

Staff Investigator/Miscellaneous Charges

Total for staff investigator charges \$ 0.00

TOTAL COSTS AND EXPENSES INCURRED \$ 1,200.00

EXHIBIT B

BEFORE THE PRESIDING DISCIPLINARY JUDGE

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

PDJ 2018-9087

**JEFFREY A. MCKEE
Bar No. 012279**

**FINAL JUDGMENT AND
ORDER**

Respondent.

[State Bar No. 17-0949]

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

IT IS ORDERED that Respondent, **Jeffrey A McKee**, is hereby issued an Order of Admonition with Probation for his conduct in violation of the Arizona Rules of Professional Conduct, as outlined in the Consent documents.

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

IT IS FURTHER ORDERED, Respondent shall participate in the following programs:

1. TEN DEADLY SINS: Respondent shall complete the CLE program 10 Deadly Sins of Conflict within 90 days from the date of service of this Order. Respondent shall provide the State Bar Compliance Monitor with evidence of completion of the program by providing a copy of handwritten notes. Respondent should contact the Compliance Monitor at 602-340-7258 to make arrangements to submit this evidence. Respondent will be responsible for the cost of the CLE.

IT IS FURTHER ORDERED, that Respondent 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.

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 December, 2018.

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 December, 2018.

Copies of the foregoing mailed/emailed
this _____ day of December, 2018, to:

Ralph W. Adams
Adams & Clark PC
520 E Portland St
Phoenix, AZ 85004-1843
Email: ralph@adamsclark.com
Respondent's Counsel

Copy of the foregoing emailed/hand-delivered
this _____ day of December, 2018, to:

Rebecca Nicole Kennelly
Staff 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 December, 2018 to:

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

by: _____
RNK/sab