

**BEFORE THE PRESIDING DISCIPLINARY JUDGE**

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

**THOMAS H. WILSON,**  
**Bar No. 020958**

Respondent.

**PDJ-2019-9041**

**FINAL JUDGMENT AND ORDER**

[State Bar No. 18-1982]

**FILED SEPTEMBER 6, 2019**

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

Accordingly:

**IT IS ORDERED** Respondent, **THOMAS H. WILSON, Bar No. 020958**, is suspended for six (6) months and one (1) day consecutively to his current suspension in PDJ 2017-9119 for his conduct in violation of the Arizona Rules of Professional Conduct, as outlined in the consent documents, effective immediately.

**IT IS FURTHER ORDERED** upon reinstatement, Respondent shall be placed on probation for a period of two (2) years the terms of probation as follows:

- a) Trust Account Ethics Enhancement Program (TAEEP): Respondent shall attend a half-day Trust Account Ethics Enhancement Program (TAEEP).

Respondent shall contact the State Bar Compliance Monitor at (602) 340-7258, within 10 days of reinstatement, to schedule attendance at the next available class. Respondent will be responsible for the cost of attending the program.

- b) Law Office Management Assistance Program (LOMAP): Respondent shall contact the State Bar Compliance Monitor at (602) 340-7258, within ten (10) days of reinstatement. Respondent shall submit to a LOMAP examination of their office procedures. Respondent shall sign terms and conditions of participation, including reporting requirements, which shall be incorporated herein. Respondent shall be responsible for any costs associated with LOMAP.

Respondent shall commit no further violations of the Rules of Professional Conduct.

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

**IT IS FURTHER ORDERED** 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 \$1,483.95, 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 6<sup>th</sup> day of September, 2019.

*William J. O'Neil*

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

Copies of the foregoing mailed/mailed  
this 6<sup>th</sup> day of September, 2019, to:

Thomas H. Wilson  
177 N. Church Avenue, Suite 1001  
Tucson, Arizona 85701-1121  
Email: tom.lawofficetw@gmail.com  
Respondent

Craig D. Henley  
Senior Bar Counsel  
State Bar of Arizona  
4201 N 24<sup>th</sup> Street, Suite 100  
Phoenix, Arizona 85016-6266  
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by: MSmith

**BEFORE THE PRESIDING DISCIPLINARY JUDGE**

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

**THOMAS H. WILSON,**  
**Bar No. 020958**

Respondent.

**PDJ-2019-9041**

**DECISION ACCEPTING  
DISCIPLINE BY CONSENT**

[State Bar No. 18-1982]

**FILED SEPTEMBER 6, 2019**

Under Rule 57(a), Ariz. R. Sup. Ct.,<sup>1</sup> an Agreement for Discipline by Consent (“Agreement”), was filed on August 23, 2019. A Probable Cause Order issued on June 27, 2019 and the formal complaint was filed on July 2, 2019. Mr. Wilson is self-represented, and the State Bar of Arizona is represented by Senior Bar Counsel Craig D. Henley.

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

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<sup>1</sup> Unless otherwise stated all Rule references are to the Ariz. R. Sup. Ct.

motions, defenses, objections or requests that could be asserted upon approval of the proposed form of discipline. Under Rule 53(b)(3), no notice is required as the State Bar is the complainant in this matter.

The Agreement details a factual basis to support the conditional admissions. It is incorporated by this reference. Mr. Wilson admits violating Rule 42, ER 1.15(a), (b)(3), and (c) (safekeeping property) and Rules 43(a), (b) and (c) (trust account) and 54(d)(2) (failure to furnish information). Upon acceptance of the agreement, the parties stipulate to a six (6) month and one (1) day suspension consecutive to Mr. Wilson's suspension imposed in PDJ 2017-9119. Upon reinstatement, Mr. Wilson shall be placed on two (2) years of probation, the terms of which shall be participation in the State Bar's Trust Account Ethics Enhancement Program (TAEEP), Law Office Management Assistance Program (LOMAP), and the payment of costs of \$1,483.95 within thirty (30) days from the date of this order.

Mr. Wilson overall engaged in gross and sustained mismanagement of his client trust account by failing to comply with recordkeeping and accounting obligations mandated by trust account rules. He co-mingled client funds in his operating account and converted client funds. In addition, he failed to cooperate with the State Bar's investigation of this matter.

The parties agree *Standard 4.12, Violation of Duties Owed to Clients*, applies given the facts and circumstances. It provides that suspension is generally appropriate

when a lawyer knows or should know that he is dealing improperly with client property and causes injury or potential injury to a client.

Mr. Wilson's conduct violated his duty to the client, profession, legal system and the public. This caused potential injury to the client and actual harm to the profession and legal system. A long-term suspension is in accordance with the *Standards*. Although a longer suspension may have been appropriate for co-mingling and converting client funds, Mr. Wilson will be required to submit to formal reinstatement proceedings and this agreed upon sanction is consecutive and not concurrent to his suspension imposed in PDJ 2017-9119.

In aggravation, the parties stipulate that *Standard* 9.22(a) prior disciplinary offenses, (c) pattern of misconduct, (e) bad faith obstruction of the disciplinary process by intentionally failing to comply with rules or orders of the disciplinary agency and (i) substantial experience in the practice of law apply. The parties further stipulate there are no mitigating factors.

Now Therefore,

**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 6<sup>th</sup> day of September 2019.

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

Copies of the foregoing mailed/mailed  
this 6<sup>th</sup> day of September 2019, to:

Craig D. Henley  
Senior Bar Counsel  
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4201 N. 24<sup>th</sup> Street, Suite 100  
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Respondent  
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Respondent

by: MSmith

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OFFICE OF THE  
PRESIDING DISCIPLINARY JUDGE  
SUPREME COURT OF ARIZONA

AUG 23 2019

BY  FILED

Thomas H. Wilson, Bar No. 020958  
177 N. Church Avenue, Suite 1001  
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Telephone 520-624-2728  
Email: tom.lawofficetw@gmail.com  
Respondent

**BEFORE THE PRESIDING DISCIPLINARY JUDGE**

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

**THOMAS H. WILSON,  
Bar No. 020958,**

Respondent.

**PDJ 2019-9041**

**AGREEMENT FOR DISCIPLINE  
BY CONSENT**

State Bar File No. 18-1982

The State Bar of Arizona, and Respondent Thomas H. Wilson, who has chosen not to seek the assistance of counsel, hereby submit their Agreement for Discipline by Consent pursuant to Rule 57(a), Ariz. R. Sup. Ct. A probable cause order was entered on June 27, 2019. A formal complaint was filed on July 2, 2019.

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.

The State Bar is the Complainant in this matter, therefore no notice of this agreement is required pursuant to Rule 53(b)(3), Ariz. R. Sup. Ct.

Respondent conditionally admits that his conduct, as set forth below, violated Rule 42, Ariz. R. Sup. Ct., ER 1.15(a), (b)(3) and (c), numerous provisions of Rule 43 (a)-(c), Ariz. R. Sup. Ct. (otherwise known as the "Trust Account Rules") and Rule 54(d)(2), Ariz. R. Sup. Ct.

Upon acceptance of this agreement, Respondent agrees to accept imposition of the following discipline:

**Six (6) months and one (1) day Suspension consecutively to his current suspension in PDJ 2017-9119 [SB 17-0244] and if reinstated shall be placed on two (2) years of Probation.**

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.<sup>1</sup> The State Bar's Statement of Costs and Expenses is attached hereto as Exhibit A.

## FACTS

### GENERAL ALLEGATIONS

1. On May 24, 2001, Respondent was licensed to practice law in the State of Arizona.

#### COUNT ONE (File No. 18-1982/ Trust Account)

2. The State Bar of Arizona received an insufficient funds notice on Respondent's client trust account.

3. On July 2, 2018, check number 1077 in the amount of \$1,818.36 attempted to pay against the account when the balance was zero. The bank returned the check and did not charge an overdraft fee leaving the account balance unchanged.

4. The Trust Account Examiner sent Respondent a copy of the overdraft notice and requested an explanation of the overdraft and copies of the related

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

mandatory records. A response was due no later than July 31, 2018. Respondent failed to timely comply.

5. On August 3, 2018, Respondent left a voicemail message apologizing for missing the deadline, stating that “apparently the letter got misplaced” in his office. Respondent indicated that he was gathering the responsive records and hoped to provide a written response by August 6, 2018. Respondent’s response, however, was not received until August 22, 2018.

6. Despite the delay, Respondent only provided copies of the returned check and page one of bank statements covering the period of December 30, 2017 through July 31, 2018. These all reflect a zero balance with no activity. No other pertinent trust account records were provided.

7. On August 30, 2018, the Trust Account Examiner sent Respondent a request for additional information. A response was due no later than September 19, 2018. Respondent failed to timely comply.

8. On October 9, 2018, the Trust Account Examiner contact Respondent by telephone to inquire on Respondent’s failure to respond. Respondent alleged that he did not receive the request for additional information. That day the Trust

Account Examiner emailed Respondent a scan of the original and asked that he respond no later than October 29, 2018. Respondent failed to timely comply.

9. On November 1, 2018, the Trust Account Examiner attempted to reach Respondent by telephone but was informed by Respondent's assistant that he was unavailable. The Trust Account Examiner left a message with Respondent's assistant requesting a callback. A subsequent callback was not received.

10. On November 5, 2018, the Trust Account Examiner attempted to reach Respondent by telephone but was again informed by Respondent's assistant that he was unavailable. The Trust Account Examiner again left a message with Respondent's assistant requesting a callback. A subsequent callback was not received.

11. By email sent on November 6, 2018, the Trust Account Examiner brought to Respondent's attention his failure to respond to the request for information dated August 30, 2018, and his failure to return the Trust Account Examiner's calls. Respondent was asked to provide a complete response to the request for additional information by November 9, 2018. Respondent provided an incomplete response on that day.

12. Specifically, Respondent was asked to provide bank records covering the period of May 2013 through December 2017. Respondent stated: “I have requested, twice, those 5 years’ worth of statements from the bank but have not received them.” To complete the trust account examination, on November 16, 2018 the State Bar of Arizona issued a subpoena duces tecum to JP Morgan Chase Bank requesting production of the pertinent bank records that Respondent failed to provide.

**Mandatory IOLTA records**

13. Respondent was asked to produce, among other things, copies of the following records required to be maintained pursuant to Rules 42, ER 1.15(a), and 43(b)(2), Ariz. R. Sup. Ct., covering the five-year period subpoenaed from JP Morgan Chase Bank:

- a) Individual client ledgers
- b) Administrative funds ledger
- c) General ledger
- d) Three-way reconciliations

14. Respondent failed to produce the items requested. Instead, Respondent provided copies of billing ledgers to satisfy the request for all four items outlined which were inadequate substitutes for the requested documents.

15. First, billing ledgers were not provided for all clients who had activity transacted in the trust account. Second, the billing ledgers that were provided do not reflect the minimum mandatory transactional information (i.e. payor, payee, transaction date, unexpended balance). Third, the ledgers produced include activity that occurred outside of the JP Morgan Chase IOLTA. Fourth, not all ledger entries are consistent with the dates reflected on the actual items.<sup>2</sup> Fifth, not all transactions are recorded in chronological order.<sup>3</sup> Lastly, in some instances the ledgers lack entries for activity transacted in the JP Morgan Chase IOLTA.<sup>4</sup>

16. On March 19, 2019, the Trust Account Examiner asked Respondent to explain the structure of his practice, specifically, as it relates to the management of

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<sup>2</sup> EXAMPLE 1: The KA billing ledger indicates that on April 28, 2013, Respondent earned \$607.50 in fees. The same day Respondent received \$580.00 from the client. Rather than deposit that payment into the trust account, Respondent removed the difference of \$27.50 by way of check number 2453. The cancelled check reflects it was written on April 26, 2013; two days prior to the date recorded on the billing ledger.

EXAMPLE 2: Check number 1363 was disbursed to the Pima County Court for a \$229.00 fee related to client DA. The check was written on May 14, 2015, yet the corresponding billing entry is dated June 7, 2015.

<sup>3</sup> EXAMPLE: The LA billing ledger reflects a billing entry dated March 20, 2013 amid billing entries dated May 7, 2013 and June 7, 2013.

<sup>4</sup> Example: On January 12, 2017, a \$4,000.00 settlement payment was deposited into trust on behalf of client TA. Subsequently, three disbursements totaling \$2,600.00 are evident on reliance on those funds. Neither the settlement deposit nor associated disbursements are reflected on the billing ledger provided.

client funds. Respondent states that he had a large domestic practice with approximately seventeen employees.<sup>5</sup> Respondent states that his staff would prepare billings and track payments. Still, Respondent, the only signor on the account, handled all banking transactions, which included deposits and disbursements. Respondent states that he transacted the banking activity based on the records prepared by his staff. Respondent states that his practice currently consists of himself, two assistants, and some of-counsel associated lawyers who assist infrequently as needed.

17. The Trust Account Examiner brought to Respondent's attention that on an annual basis Respondent certified that he read, understood, and was in compliance with the trust account rules. The Trust Account Examiner asked Respondent to verify the accuracy of said statements given the lack of compliant records produced. Respondent states that he "may have" certified that, however, Respondent states that he is not fully familiar with the specific language of the certification.

18. The Trust Account Examiner completed a review of Respondent's JP Morgan Chase IOLTA covering the period of April 9, 2013 through July 31, 2018

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<sup>5</sup> Six consisted of associate lawyers.

(period of review). The examination revealed that Respondent regularly transacted client activity outside of the IOLTA (See *Mismanagement* and *Commingling*). Respondent further implemented numerous questionable accounting practices that endangered client funds and hindered the establishment of a proper audit trail.

19. For example, the RA billing ledger reflects that on May 27, 2015, the client made a \$700.00 advance fee payment. Respondent, however, failed to transact a physical deposit. In lieu of depositing the actual payment received, Respondent retained fees earned from other client matters on deposit in the IOLTA to offset the deposit that should have been made. Specifically, on or about May 28, 2015, respondent wrote check number 1370 to himself as a mixed disbursement of earned fees from four clients. The memo portion of the check identifies the total of earned fees to be disbursed as \$2,800.00. The check, however, was written in the amount of \$100.00; \$2,700.00 less. The memo portion of the check specifies a "Deposit" total of \$2,700.00. Of that amount \$700.00 was attributable to RA. The ownership of the additional \$2,000.00 pseudo-deposit could not be verified.

20. Similarly, on or about June 28, 2015, check number 1394 was written payable to Respondent in the amount of \$1,088.25. The memo portion of the

check identifies the disbursement as fees taken on behalf of six clients. The individual amounts listed, however, total \$1,213.25; \$125.00 more than the check amount. Unlike the instance involving RA, the check memo makes no indication of a pseudo deposit. Respondent thereby left \$125.00 in earned fees undisbursed in the trust account for unknown purposes.

21. On March 19, 2019 the Trust Account Examiner asked Respondent to explain why funds were withheld from disbursements rather than depositing the corresponding client funds. The Trust Account Examiner specifically discussed the instance involving RA as an example. Respondent stated: "I see the logic, but I don't recall why."

22. Ultimately, due to a lack of a proper audit trail the Trust Account Examiner was unable to reconcile the IOLTA to the penny. In one instance Respondent removed \$6,000.00 from the trust account by way of a cash withdrawal and not by way of an approved method of disbursement.<sup>6</sup> The funds were converted into Cashier's Check payable to Respondent. The purpose of the disbursement and the corresponding client remain unknown. Moreover, due to Respondent's failure to transact all client activity from the IOLTA, the Trust

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<sup>6</sup> Transacted on September 17, 2013.

Account Examiner was unable to verify the disposition of all client and third-party funds.

23. Nevertheless, the examination revealed gross and sustained mismanagement of funds entrusted to him.

### **Wells Fargo IOLTA**

24. The examination revealed that prior to establishing the JP Morgan Chase Bank account ending 0032, Respondent held a trust account ending 9327 at Wells Fargo Bank NA.

25. On March 19, 2019, Respondent explained by telephone that he banked with Wells Fargo until they lost two deposits. Respondent states that the bank failed to acknowledge fault and take corrective action until approximately two months late. Respondent states that the incident upset him enough to discontinue banking with Wells Fargo, leading to the establishment of the JP Morgan Chase Bank account on April 9, 2013.

26. During April and June of 2013 Respondent transferred some of the balance from the old Wells Fargo IOLTA to the new JP Morgan Chase IOLTA. Respondent, however, left the Wells Fargo account open with some funds such

that, according to Respondent, outstanding checks could clear. During the call the Trust Account Examiner asked Respondent to identify the disposition of the Wells Fargo IOLTA. Respondent, however, explained that he had not looked at the account in more than five years did not know the status. In fact, Respondent had stopped opening the monthly bank statements for that account.

27. During the call Respondent retrieved and opened the February bank statement and informed the Trust Account Examiner that the document reflected an unexpended balance of \$582.11. Respondent states that he assumes those funds correspond to checks that remain outstanding. Respondent thereby, failed to exercise due professional care by essentially abandoning the Wells Fargo IOLTA. Respondent exhibited the same lack of care with the maintenance of the JP Morgan Chase IOLTA.

### **Insufficient Funds Incident**

28. In the instant matter Respondent explained that the overdraft incident was the result of a stale dated check that remained outstanding for approximately five years. The check in question was written on October 17, 2013, made payable to former domestic relations client PA. Respondent indicated that the client held

onto the check until July 2, 2018. It is important to note that the IOLTA held a zero balance for approximately nine months leading up to the day of the insufficient funds incident.

29. Respondent failed to explain why the corresponding funds were not present. Rather, Respondent explained that “[w]hen there had not been any activity in the account in a great deal of time and [he] did not anticipate any future activity to the account, [he] reviewed transactions going back several years and [he] was not able to locate any outstanding/uncashed checks.” Respondent further states that he inquired at the bank “what would occur if there was some outstanding check that was more than a couple years old and was told the bank would not process it as it would be ‘stale’, but would contact [him] first and ask if the check was indeed still valid, prior to processing.”

30. Respondent thereby knew he did not have the proper safeguards in place to allow him to properly account for all client funds. Nonetheless, Respondent took no steps to perform a proper audit of the trust account. Instead, Respondent relied on the bank’s assertion that no action would be taken without his authorization.

31. Respondent states that he spoke with client PA for the first time since 2013 after the check was returned unpaid. Respondent states that the client apologized for not cashing the check sooner and provided a new mailing address. On or about September 14, 2018, Respondent issued a replacement check from an operating account held at Tucson Old Pueblo Credit Union<sup>7</sup> to the client as a replacement for the IOLTA check returned unpaid.<sup>8</sup> That check cleared on or about December 27, 2018.

32. The Trust Account Examiner subsequently discovered that contrary to Respondent's narrative, check 1077 was not a stale dated check. The item in question was negotiated by client PA without incident on October 22, 2013.<sup>9</sup> Respondent thereby needlessly issued a second payment to the client.

33. On March 19, 2019, the Trust Account Examiner brought this to Respondent's attention. Respondent subsequently accused the client of "federal

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<sup>7</sup> Check number 3145 issued from account ending 4732 (one of two operating accounts).

<sup>8</sup> The examination revealed that Respondent issued a check prior to 3145, but the client indicated that she did not receive it. As such, Respondent issued check 3145 as a replacement for the prior replacement check issued but not received.

<sup>9</sup> Check was deposited by way of a mobile banking application which leaves no physical markings on the check to reflect that it was negotiated, as would be the case when presenting the item for deposit by traditional methods.

banking fraud.” In one email Respondent in part stated (emphasis in original): “YOU DID THIS. That you claim it was an ‘accident’ doesn't change what you did. This is a matter the FBI has jurisdiction for.”

34. The Trust Account Examiner spoke with PA who clarified that she was represented by “Lisa” and not Respondent.<sup>10</sup> PA states that in or around July 2018 she found check 1077 while packing in preparation of moving. PA states that when she found the check she believed that she had forgotten to deposit the item in 2013, thus she proceeded to deposit the item. PA states that after it was rejected she contacted Respondent’s office and the staff person she spoke with became upset and told PA that her actions would cause a lot of trouble for Respondent. PA states that she was uncertain at the time of what the individual meant by that. In any event, PA subsequently received check 3145 as a replacement, which she negotiated without incident.

35. PA states that months later without explanation, Respondent contacted her accusing her of fraud, threatening to report her to the FBI, and threatening to pursue legal action against her. PA states that she was shocked at the accusations. PA states that she had no intention of trying to commit fraud and emphasized that

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<sup>10</sup> PA did not recall the attorney’s full name.

if Respondent felt that she was attempting to defraud him then why did Respondent twice issue a replacement check to her for check 1077. PA states that it was “a simple oversight/error by [her]self thinking that [she] had never cashed [the] check.”

36. On or about March 22, 2019, PA returned the duplicate disbursement to Respondent by way of a wire transfer.

### **Mismanagement**

37. Throughout the period of review Respondent exhibited a lack of due professional care and a complete disregard for safekeeping client property. The Trust Account Examiner discovered activity transacted for clients on whose behalf funds were not evident in the IOLTA, thereby indicating conversion occurred. The trust account activity implicates numerous such instances, however, due to the lack of adequate records the Trust Account Examiner was only able to verify twenty-four instances of conversion totaling \$8,523.23

38. The following are notable examples of unverified instances:

- a) On May 6, 2016 Respondent disbursed \$6,194.41 to himself by way of check number 1413 as earned fees related to client IA. The check cleared on May 11, 2016. The disbursement of those funds is not reflected on the client billing. Moreover, the client billing makes

no indication of any unearned funds in that amount being held on deposit in the IOLTA at that time. An offsetting deposit was not evident in the IOLTA.

b) On June 16, 2015 Respondent disbursed \$4,737.50 to client VA by way of check 1375 as a reimbursement of unexpended advanced fees. The check cleared on June 29, 2015. The billing ledger reflects that on April 3, 2015 Respondent received \$5,000.00 on behalf of the client. The only deduction consists of an undated \$262.50 deduction for fees, yielding the balance owed to the client. A corresponding \$5,000.00 deposit, however, was not evident in the IOLTA.

c) On December 15, 2014 Respondent disbursed \$1,266.00 to himself by way of check number 1311 as earned fees related to client FA. The check, a mixed disbursement, cleared on December 18, 2018. The disbursement of those funds is not reflected on the client billing and an offsetting deposit was not evident in the IOLTA. As a result, although the billing ledger reflects an ending balance of zero, the reconstructed activity indicates the client held an ending balance of negative <\$1,266.00>.

39. The examination further revealed thirty instances in which unearned advanced fees were received on behalf of twenty-four different clients, but for which a corresponding deposit was not evident in the IOLTA. The thirty instances identified total \$47,417.10. Approximately threequarters of the instances identified are reflected on the billing ledgers as being received in 2015.

40. On March 19, 2019 the Trust Account Examiner brought to Respondent's attention that numerous unearned advance fee payments were not evident in the IOLTA. As a specific example the Trust Account Examiner brought

to Respondent's attention that the UA billing ledger reflects a \$6,000.00 deposit dated October 1, 2015. No deposits were transacted in the IOLTA during the month of October 2015. Moreover, a corresponding deposit is not evident in the IOLTA on any other day. Respondent alleges that he does not know why said funds would not be evident in the IOLTA for UA or any other client.<sup>11</sup>

41. It should be noted that two of the billing ledgers containing missing deposits indicate those clients maintained unexpended balances at the end of the period of review. Respondent's failure to transact all client activity from the IOLTA kept the Trust Account Examiner from being able to verify the final disposition of those client accounts.

42. Specifically:

A. The MA billing ledger reflects that on April 25, 2016 Respondent received \$3,000.00. On April 30, 2016, \$298.00 is reflected as being expended by way of a filing fee payment. On May 1, 2016, \$127.50 is reflected as being expended to pay a process server. No further activity is reflected, indicating the client should have held an unexpended balance of \$2,574.50 through the end of the period of review. None of the activity is evident in the trust account.

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<sup>11</sup> Respondent reported looking through the UA file while on the phone with the Trust Account Examiner. Respondent advised the Trust Account Examiner that he did not find any pertinent notes that would explain why the client's funds would not have been deposited in the IOLTA.

B. The WA billing ledger reflects that on or about April 25, 2016 Respondent received \$1,500.00. An undated cost of \$193.00 is the only deduction recorded, indicating the client should have held and unexpended balance of \$1,307.00 through the end of the period of review. Yet, neither that balance nor any of the activity is evident in the trust account.

43. The trust account balance was depleted to zero on September 12, 2017 and no further activity transacted through the end of the period of review. The examination revealed that Respondent's failure to reconcile the IOLTA allowed numerous reconciling discrepancies to go unnoticed. As of the end of the period of review, at minimum, five clients appear to be owed a total of \$356.70.<sup>12</sup>

44. The following are examples of some of the reconciling discrepancies discovered:

a) The OA billing ledger reflects that on or about April 8, 2014, Respondent received a \$1,700.00 advance fee from the client. The funds were improperly deposited into the operating account. On April 17, 2014, Respondent deposited an operating account check written in that amount into the trust account. The check in question was mistakenly processed by the bank as a \$700.00 deposit; \$1,000.00 less. There is no indication on the billing ledger that Respondent ever discovered the deficit. On May 14, 2014 Respondent, on reliance on the inflated billing ledger balance of \$2,000.00, disbursed \$1,137.50

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<sup>12</sup> Comprised of: HA – 24¢; JA – \$156.25; XA – 20¢; SA – \$200.00; and CA – 1¢.

to himself by way of check number 1192 for earned fees. The check cleared on May 15, 2014, when the available balance was \$1,000.00, leaving a <\$137.50> deficit. On June 13, 2014 Respondent disbursed \$862.50 to himself by way of check number 1215 for earned fees. The check cleared on June 16, 2014. The billing ledger incorrectly reflects this transaction expended the remaining client balance, when in fact it increased the existing client deficit of <\$137.50> to <\$1,000.00>.

b) The HA billing ledger reflects that on October 31, 2013 Respondent determined that the client was owed a refund of \$635.24 for unexpended advanced fees. The same day Respondent issued check number 1100 payable to the client in the amount of \$635.00; 24¢ less. The check cleared on December 10, 2013. Therefore, the client is owed 24¢.

c) On October 21, 2014, Respondent disbursed \$156.25 to Swat Twelve Enterprises by way of check number 1283 for process services conducted on behalf of client JA. The same day Respondent disbursed \$1,166.75 to himself by way of check number 1285 for earned fees and costs. Check 1285 included \$156.25 as a reimbursement for Swat Twelve Enterprises' services, which as stated herein, was disbursed directly to the provider by way of IOLTA check 1283. The client billing ledger ends with a zero balance. Accordingly, it appears the client was overcharged and is owed \$156.25.

d) On October 31, 2013 Respondent issued check number 1092 to client XA in the amount of \$2,907.20 as a reimbursement of unexpended advanced fees. The check cleared on November 20, 2013, but in the amount of \$2,907.00; 20¢ less. The client is therefore owed that amount.

e) On July 13, 2015, Respondent disbursed \$300.00 by way of check number 1381 to third-party Bryan Daum for unspecified services related to client SA. The check cleared on July 30, 2015. Respondent inexplicably recorded the disbursement on the client's

billing ledger as \$500.00; \$200.00 more.<sup>13</sup> A disbursement to Mr. Daum for the additional \$200.00 is not evident in the trust account. Accordingly, without further documentation it appears Respondent overbilled the client \$200.00. The client is therefore, owed that amount.

f) At the end of May 2013, client CA held an unexpended balance of \$1,837.50. On or about October 23, 2013 Respondent deducted \$362.50 for fees and \$2.27 for unspecified costs. Respondent calculated the unexpended balance after those deductions as \$1,472.72, when the mathematically correct amount is \$1,472.73; 1¢ more. The billing ledger reflects that the remaining funds were owed to the client. Due to the calculation error Respondent apparently only reimbursed \$1,472.72 to the client.<sup>14</sup>

g) Client AA was overbilled \$30.50. During the period of review funds were not held on deposit in the trust account for that client. Nevertheless, the billing records revealed that at the end of August 2012 the client held an unexpended balance of \$2,061.50. On or about October 19, 2012, Respondent deducted \$787.50 as earned fees. Respondent calculated the unexpended balance after that deduction as \$1,274.00, when the mathematically correct amount is \$1,304.00; \$30.00 more. On August 21, 2013, Respondent calculated an outstanding balance of \$815.50, after adding \$112.50 in fees to an outstanding balance of \$702.50. The mathematically correct amount, however, is \$815.00; 50¢ less. The mathematical discrepancies were carried forward on each subsequent calculation. The billing ledger ends with an outstanding balance of \$464.53 as of February 3, 2015, when the mathematically correct balance should have been \$434.03. It is unclear if the client ultimately paid the outstanding amount.

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<sup>13</sup> The billing ledger entry reflects the five was superimposed on a three.

<sup>14</sup> Balance was not reimbursed from the IOLTA, therefore, the Trust Account Examiner was unable to verify the actual amount refunded to the client.

Other billing ledgers specify when amounts were written off. The AA ledger does not.

h) On October 17, 2013, Respondent disbursed \$221.00 to the Pima County Court by way of check number 1150 for a fee related to client GA. The billing ledger makes no reference to that disbursement. Instead it appears Respondent recorded the cost as \$194.00; \$27.00 difference. On October 31, 2013, Respondent issued check number 1095 payable to the client as a refund of unexpended trust funds. The check cleared on November 21, 2013. Thus, it appears that due to the accounting discrepancy the client was issued \$27.00 more than was held on deposit for that client.

### Conversion

45. The examination revealed that Respondent regularly endangered client funds by issuing disbursements before a corresponding deposit was attempted and the funds collected. In some instances, checks disbursed remained outstanding long enough that a corresponding deposit cleared before the disbursement was presented for payment, thereby avoiding an actual instance of conversion.<sup>15</sup>

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<sup>15</sup> EXAMPLE: On December 18, 2013, Respondent disbursed \$84.00 to the Pima County Court by way of check number 1130 for a fee related to client NA. At the time the check was written no funds were held on deposit for that client. A corresponding deposit was not attempted until December 19, 2013. Both the check disbursement and deposit cleared on December 20, 2013. An instance of conversion was thereby avoided.

46. In twenty-four instances, however, a total of \$8,523.23 in other clients' funds were converted. The individual instances of conversion range in amounts from \$27.00 to \$1,737.50. The length of conversion ranges from a single day to thirty-one days. On average funds were converted for eleven days.

47. In all but one of the twenty-four instances of conversion Respondent disbursed on reliance on deposits in which Respondent was the originator of the actual item deposited into the IOLTA (See *Commingling*). Respondent thereby knew, or should have known, that proceeding with those disbursements would result in the conversion of other clients' funds.

48. The following are some examples:

a) On or about November 10, 2014 Respondent received \$1,350.78 on behalf of client BA. The funds were seemingly deposited into Respondent's operating account ending 9796. On November 11, 2014 Respondent wrote operating account check number 6109 to move the funds to the IOLTA. Despite writing that check, Respondent waited until November 18, 2014, before attempting to deposit the check into the IOLTA. Respondent thereby comingled that amount in his operating account for approximately seven days. Nevertheless, on November 14, 2014 Respondent disbursed \$1,475.00 from the IOLTA to himself by way of IOLTA check number 1296<sup>16</sup> as earned fees from client MVB. The check cleared the same day when BA's unexpended trust account balance

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<sup>16</sup> Check was drafted in the amount of \$3,250.00 as mixed disbursement.

was \$124.22. Respondent thereby convert \$1,350.78 of other clients' funds for approximately four days.

b) On or about April 30, 2015 Respondent received \$4,000.00 on behalf of client DA. The funds were seemingly deposited into Respondent's operating account ending 9796. The same day Respondent wrote operating account check number 6264 to move the funds to the IOLTA. Despite writing that check, Respondent waited until June 17, 2015, before attempting to deposit the check into the IOLTA. Respondent thereby comingled that amount in his operating account for approximately forty-eight days. Nevertheless, on May 14, 2015 Respondent disbursed \$229.00 from the IOLTA to the Pima County Court by way of IOLTA check number 1363 for a fee associated to DA. The check cleared on May 20, 2015 when DA's unexpended trust account balance was zero. Respondent thereby convert \$229.00 of other clients' funds for approximately twenty-eight days.

### **Commingling**

49. Throughout the period of review Respondent failed to deposit advanced fees received by way of a credit card directly into the IOLTA. Instead, Respondent deposited credit card payments into an operating account held at Tucson Old Pueblo Credit Union,<sup>17</sup> thereby commingling client funds in his operating account. Respondent states that his credit card terminal was exclusively associated to this operating account. Respondent moved unearned funds to the

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<sup>17</sup> Account ending 9796.

IOLTA by writing operating account checks payable to his firm and then depositing those checks into the IOLTA.

50. In thirty-five instances Respondent did not attempt to remove unearned funds from the operating account until twenty or more days later. Respondent thereby needlessly delayed the deposit of those funds into the IOLTA.

51. The Trust Account Examiner identified no less than \$241,164.86 in unearned client funds originating from Respondents operating account. The individual amounts commingled ranged from \$14.50 to \$4,000.00. The length of time commingled ranged from a single day to forty-eight days.

52. Furthermore, throughout the period of review Respondent failed to maintain client funds on deposit in the IOLTA. The Trust Account Examiner identified twenty-nine client billing ledgers that reflect a total of \$35,224.79 was owed to these clients as refunds for unexpended advanced fees. Corresponding disbursements were not evident to the clients from the IOLTA. Of that amount \$22,909.97, belonging to seventeen clients, was evident as being disbursed from the IOLTA to Respondent by way of sixteen checks.

53. On March 19, 2019 Respondent explained by telephone that reimbursement amounts taken by him were returned to the operating account

because the advanced fee in those matters was originally received by credit card. Respondent states that because of that he needed to issue the reimbursements to the originating credit card. Respondent alleges that it would have been "illegal" for him to refund the balances by any means other than the originating card, in that it would constitute "money laundering."<sup>18</sup>

54. The Trust Account Examiner brought to Respondent's attention that his method of handling unearned credit card payments violated the Rules of the Supreme Court of Arizona, in that among other issues, he failed to deposit and safekeep client property in an IOLTA, and he commingled client funds in his business account. Respondent states that he was unaware that his method was improper.

55. Commingling was not limited to client funds held on deposit in the operating account. Respondent exhibited the same pattern of delaying disbursements from the IOLTA, resulting in commingling when the funds pending disbursement consisted of earned fees/cost.

56. The following examples highlight Respondent's failure to timely remove earned funds:

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<sup>18</sup> The basis for Respondent's illegality assertion remains unclear.

a) Billing records reflect that on September 27, 2012, Respondent held \$332.50 on deposit in the Wells Fargo IOLTA for client QA. On that day Respondent purportedly deducted the entirety of those funds as earned fees. The examination revealed that those funds were not deducted from the prior trust account. Instead those funds were held on deposit in the Wells Fargo trust account until April 10, 2013, on which day \$322.50 was deposited into the Chase account; \$10.00 less. It is unclear if or when the additional \$10.00 was transferred into the Chase account. Nevertheless, on December 12, 2013, Respondent wrote check number 1125 payable to himself in the amount of \$332.50 as a disbursement of the earned fee balance. Respondent thereby, failed to timely remove earned fees, resulting in the commingling of those funds in the Wells Fargo account for approximately 195 days, followed by the commingling of those funds in the Chase account for approximately 446 days.

b) Billing records for client DA reflect that on June 7, 2015, \$2,937.50 of the available balance was determined to be earned by Respondent. A corresponding disbursement was not attempted until August 15, 2015, by way of check number 1390. The check cleared on August 24, 2015. Respondent thereby comingled those funds in the trust account for approximately 78 days.

c) Check number 1394 was written payable to Respondent in the amount of \$1,088.25 on June 28, 2015 as a mixed disbursement of earned funds. The check cleared on August 24, 2015. Respondent thereby comingled those funds in the trust account for approximately 57 days. Furthermore, \$113.25 of the funds disbursed corresponded to client EA. Although the check was written in June, Respondent did not record a corresponding deduction on the billing ledger until after an entry dated July 25, 2015.

### **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, Ariz. R. Sup. Ct., ER 1.15(a), (b)(3) and (c), numerous provisions of Rule 43 (a)-(c), Ariz. R. Sup. Ct. (otherwise known as the “Trust Account Rules”) and Rule 54(d)(2), Ariz. R. Sup. Ct.

### **CONDITIONAL DISMISSALS**

There are no conditional dismissals.

### **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:

**Six (6) months and one (1) day Suspension consecutively to his current suspension in PDJ 2017-9119 [SB 17-0244] and if reinstated shall be placed on two (2) years of Probation.**

If reinstated, the terms of probation will consist of no less than:

1. TAEPP: Respondent shall attend a half-day Trust Account Ethics Enhancement Program (TAEPP). Respondent shall contact the State Bar

Compliance Monitor at (602) 340-7258, within 10 days of reinstatement, to schedule attendance at the next available class. Respondent will be responsible for the cost of attending the program.

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

Respondent shall commit no further violations of the Rules of Professional Conduct.

#### **NON-COMPLIANCE LANGUAGE**

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), Ariz. R. Sup. Ct. The Presiding Disciplinary Judge may conduct a hearing within 30 days to determine whether Respondent breached a term of probation and, if so, to recommend an appropriate sanction. If the State Bar

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.

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. 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 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. *Peasley*, 208 Ariz. at 35, 90 P.3d at 772; *Standard 3.0*.

The parties agree that the following *Standard 4.1 Failure to Preserve the Client's Property* is the appropriate *Standard* given the facts and circumstances of this matter:

*Standard 4.1 Failure to Preserve the Client's Property* provides that Suspension is generally appropriate when a lawyer knows or should know that he is dealing improperly with client property and causes injury or potential injury to a client.

As set forth above, Respondent failed to comply with numerous recordkeeping and accounting obligations mandated by the Trust Account and Safekeeping ethical rules and failed to comply with his cooperation obligations during the State Bar's investigation.

**The duty violated**

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

### **The lawyer's mental state**

Respondent admits that he knowingly failed to comply with numerous recordkeeping and accounting obligations and failed to comply with his obligation to cooperate with the State Bar's investigation and that these failures were violation of the Rules of Professional Conduct.

### **The extent of the actual or potential injury**

There was potential harm to the client, and actual harm to the profession and the legal system.

### **Aggravating and mitigating circumstances**

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

#### **In aggravation:**

- a) 9.22(a) prior disciplinary offenses;
  - PDJ 2017-9119[SB 17-0244] (2019): Respondent received a Suspension for six months and one day, effective May 30, 2019, for violating Rule 42, Ariz. R. Sup. Ct., ERs 4.2, 4.4, 8.2, 8.4(c), 8.4(d) and Rule 41(g) by knowingly sending unprofessional e-mails directly to opposing party and his counsel, even after being directed to stop copying opposing counsel's counsel.
  - SB 13-3159 (2015): Respondent received an Admonition for violating Rule 42, Ariz. R. Sup. Ct., ER 8.1(b) and Rule 54(d) by

failing to timely respond to bar counsel's request for further information, resulting in the State Bar having to subpoena documents from Respondent and subpoena Respondent for his deposition.

- SB 13-3042 (2015): Respondent received an Admonition for violating Rule 42, Ariz. R. Sup. Ct., ERs 1.6 and 5.3 by inadvertently disclosing client information and failing to properly destroy client files.

b) 9.22(c) a pattern of misconduct;

c) 9.22(e) bad faith obstruction of the disciplinary proceedings by intentionally failing to comply with rules or orders of the disciplinary agency;

d) 9.22(i) substantial experience in the practice of law [May 2001 (18 years)]

**In mitigation:**

None.

**Discussion**

The presumptive sanction is Suspension.

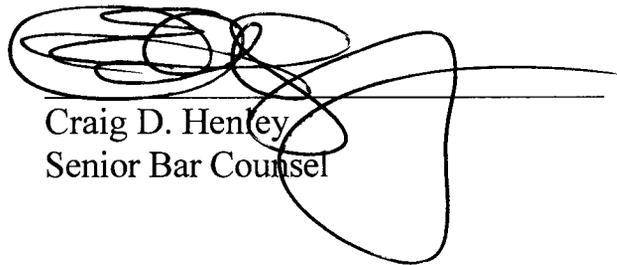
Based on the *Standards* and in light of the facts and circumstances of this matter, the parties conditionally agree that the sanction set forth above is within the range of appropriate sanction and will serve the purposes of lawyer discipline.

## 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 B.

**DATED** this 23<sup>rd</sup> day of August 2019.

**STATE BAR OF ARIZONA**



Craig D. Henley  
Senior Bar Counsel

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

**DATED** this \_\_\_\_\_ day of August, 2019.

---

Thomas H. Wilson  
Respondent

Approved as to form and content



Maret Vessella  
Chief Bar Counsel

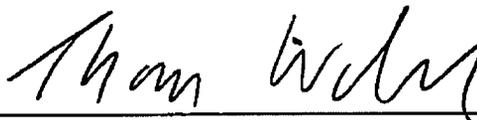
Original filed with the Disciplinary Clerk of  
the Office of the Presiding Disciplinary Judge  
of the Supreme Court of Arizona  
this 23<sup>rd</sup> day of August, 2019.

Copy of the foregoing emailed  
this 23<sup>rd</sup> 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](mailto:officepdj@courts.az.gov)

**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 23 day of August, 2019.



\_\_\_\_\_  
Thomas H. Wilson  
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 August, 2019.

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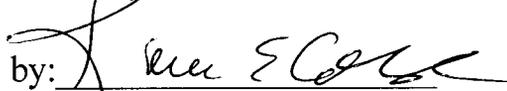
The Honorable William J. O'Neil  
Presiding Disciplinary Judge  
Supreme Court of Arizona  
1501 West Washington Street, Suite 102  
Phoenix, Arizona 85007  
E-mail: [officepdj@courts.az.gov](mailto:officepdj@courts.az.gov)

Copy of the foregoing mailed/mailed  
this 23<sup>rd</sup> day of August, 2019, to:

Thomas H. Wilson, Bar No. 020958  
177 N. Church Avenue, Suite 1001  
Tucson, Arizona 85701-1121  
Telephone 520-624-2728  
Email: tom.lawofficetw@gmail.com  
Respondent

Copy of the foregoing hand-delivered  
this 23<sup>rd</sup> day of August, 2019, to:

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

by:   
CDH/kec

**EXHIBIT A**

## Statement of Costs and Expenses

In the Matter of a Suspended Member of the State Bar of Arizona  
Thomas H. Wilson, Bar No. 020958, Respondent

File No(s). 18-1982

### 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

12/18/2018 JP Morgan Chase Subpoenaed Documents \$ 283.95

TOTAL COSTS AND EXPENSES INCURRED \$ 1,483.95

**EXHIBIT B**

**BEFORE THE PRESIDING DISCIPLINARY JUDGE**

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

**THOMAS H. WILSON,  
Bar No. 020958,**

**PDJ 2019-9041**

**FINAL JUDGMENT AND  
ORDER**

State Bar No. 18-1982

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, **Thomas H. Wilson**, is suspended for six (6) months and one (1) day *consecutively* to his current suspension in PDJ 2017-9119 [SB 17-0244] for his conduct in violation of the Arizona Rules of Professional Conduct, as outlined in the consent documents, effective immediately from the date of this order.

**IT IS FURTHER ORDERED** that, if reinstated, Respondent shall be placed on probation for a period of two (2) years the terms of probation which will consist of no less than:

- a) TAEPP: Respondent shall attend a half-day Trust Account Ethics Enhancement Program (TAEPP). Respondent shall contact the State Bar Compliance Monitor at (602) 340-7258, within 10 days of reinstatement, to schedule attendance at the next available class. Respondent will be responsible for the cost of attending the program.
- b) LOMAP: Respondent shall contact the State Bar Compliance Monitor at (602) 340-7258, within 10 days of reinstatement. Respondent shall submit to a LOMAP examination of their office procedures. Respondent shall sign terms and conditions of participation, including reporting requirements, which shall be incorporated herein. Respondent will be responsible for any costs associated with LOMAP.

Respondent shall commit no further violations of the Rules of Professional Conduct.

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

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

**IT IS FURTHER ORDERED** that Respondent pay the costs and expenses of the State Bar of Arizona in the amount of \$ \_\_\_\_\_, within 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/mailed  
this \_\_\_\_\_ day of August, 2019, to:

Thomas H. Wilson, Bar No. 020958  
177 N. Church Avenue, Suite 1001  
Tucson, Arizona 85701-1121  
Telephone 520-624-2728  
Email: tom.lawofficetw@gmail.com  
Respondent

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

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

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by: \_\_\_\_\_  
CDH/kec