

**BEFORE THE PRESIDING DISCIPLINARY  
JUDGE**

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

**ANDRÉ E. CARMAN,**  
**Bar No. 021448,**

Respondent.

**PDJ 2016-9023**

**FINAL JUDGMENT AND ORDER**

State Bar No. 14-3334

**FILED JULY 19, 2016**

The Presiding Disciplinary Judge of the Supreme Court of Arizona, having reviewed the Agreement for Discipline by Consent filed on July 7, 2016, pursuant to Rule 57(a), Ariz. R. Sup. Ct., hereby accepts the parties' proposed agreement. Accordingly:

**IT IS ORDERED** Respondent, **André E. Carman**, is admonished for his conduct in violation of the Arizona Rules of Professional Conduct, as outlined in the consent documents effective the date of this order.

**IT IS FURTHER ORDERED** Mr. Carman 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 service of this order.

**DATED** this 19th day of July, 2016.

*William J. O'Neil*

---

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

///

Copies of the foregoing mailed/mailed  
this 19th day of July, 2016, to:

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

David L. Sandweiss  
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)

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

by: [AMcQueen](#)

David L. Sandweiss, Bar No. 005501  
Senior Bar Counsel  
State Bar of Arizona  
4201 N. 24<sup>th</sup> Street, Suite 100  
Phoenix, Arizona 85016-6266  
Telephone (602)340-7250  
Email: LRO@staff.azbar.org

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](mailto:ralph@adamsclark.com)  
Respondent's Counsel

**BEFORE THE PRESIDING DISCIPLINARY JUDGE**

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

**ANDRE E. CARMAN,**  
**Bar No. 021448,**

Respondent.

**PDJ 2016-9023**

State Bar File Nos. **14-3334**

**AGREEMENT FOR DISCIPLINE BY  
CONSENT**

The State Bar of Arizona through undersigned Bar Counsel, and Respondent Andre E. Carman who is represented by counsel Ralph W. Adams, hereby submit their Agreement for Discipline by Consent, pursuant to Rule 57(a), Ariz. R. Sup. Ct.<sup>1</sup> The Attorney Discipline Probable Cause Committee issued a probable cause order on January 27, 2016, the State Bar filed a formal complaint on March 11, 2016, and Respondent filed an answer on April 11, 2016. Respondent voluntarily waives the right to an adjudicatory hearing, unless otherwise ordered, and waives all motions,

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<sup>1</sup> All references to rules are to the Arizona Rules of the Supreme Court unless expressly stated otherwise.

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

Pursuant to Rule 53(b)(3), the State Bar notified Complainants of this agreement by letter and email on July 1, 2016. The State Bar also notified Complainants of their right to file a written objection to the agreement with the State Bar within five (5) business days of bar counsel's notice.

Respondent conditionally admits that his conduct, as set forth below, violated Rule 42, ERs 1.4 (Communication) and ER 1.7 (Conflicts-Current Clients). Upon acceptance of this agreement, Respondent agrees to accept imposition of the following discipline: Admonition. The parties agree that it would otherwise have been appropriate to add probation to Respondent's admonition, requiring Respondent to view or attend the State Bar's CLE program entitled, "Ten Deadly Sins of Conflict." Respondent, however, voluntarily viewed or attended that CLE program prior to entering into this consent such that adding a probationary term is unnecessary. Respondent also agrees to pay the costs and expenses of the disciplinary proceeding, within 30 days from the date of this order, and if costs are not paid within the 30 days, interest will begin to accrue at the legal rate.<sup>2</sup> The State Bar's Statement of Costs and Expenses is attached hereto as Exhibit A.

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<sup>2</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.

**COUNT ONE (File No. 14-3333/Jensen and Hargrove)**

**FACTS**

1. Respondent Andre E. Carman was licensed to practice law in Arizona on January 10, 2003.

2. Respondent, while employed by Gallagher & Kennedy at its Prescott office, represented Natalie Orlando as her business lawyer.

3. Starting in 2007, while employed at Gallagher and Kennedy, Respondent assisted Ms. Orlando and her husband Daniel to convert their medical billing business (Tri-City Medical Billing) into an LLC.

4. Respondent continued to represent the Orlandos when he went to work for the Prescott office of Warnock, MacKinlay & Carman, PLC (the "Warnock firm") in early 2009. Respondent's wife, also a lawyer, is co-Respondent Brian Warnock's daughter, and also worked for the Warnock firm.

5. On January 10, 2008, while driving her car Ms. Orlando hit Sally Hargrove who was crossing the street in a crosswalk.

6. Ms. Hargrove, who is elderly, was severely injured.

7. Hargrove retained attorney Chris Jensen who soon learned that Orlando was significantly under-insured for the case with only a \$15,000 liability limit under an American Family Ins. Co. policy.

8. Jensen pursued a personal injury claim on Hargrove's behalf against Orlando and American Family, and filed suit for her in Yavapai County Superior Court (*Hargrove v. Orlando*).

9. American Family appointed attorney Rob Lewis to defend Orlando but Mr. Warnock and Respondent represented the Orlandos personally.

10. *Hargrove v. Orlando* did not settle for the \$15,000 policy limit.

11. While *Hargrove v. Orlando* was pending in Yavapai County Superior Court, on the Orlandos' behalf the Warnock firm sued American Family and the agent who had advised the Orlandos regarding their insurance policies, in Maricopa County Superior Court (the "American Family Litigation").

12. Generally, the suit alleged that the agent negligently failed to advise the Orlandos to buy a higher insurance liability limit.

13. Mr. Warnock was counsel of record for the Orlandos and maintained the American Family litigation file in his Phoenix-area office. Respondent was not counsel of record for the Orlandos in the American Family Litigation.

14. In defending the American Family Litigation, in June 2010, American Family's lawyer, Johnny Sorenson (Sorenson), served on Mr. Warnock an initial disclosure statement informing Warnock that "lawyers, accountants, and other business consultants who worked with Ms. Orlando and Mr. Orlando in the alleged establishment of a small business in the fall of 2007" would be designated as non-parties at fault in the American Family Litigation. Sorenson did not name any specific person.

15. In American Family's Third Supplemental Disclosure Statement, served in December 2010, it elaborated that "lawyer(s), paralegal(s), CPAs, accountant(s), and other professionals that Mr. and Mrs. Orlando consulted with and/or engaged to help her create and/or start her new small business . . . are solely or partially at fault for not advising Ms. Orlando to get larger motor vehicle or business liability policies and/or failing to create corporate entities sufficient to shield Ms. Orlando from personal exposure."

16. Although American Family did not identify Respondent by name as a lawyer non-party at fault, or otherwise strictly comply with the applicable disclosure rule (Rule 26, Ariz. R. Civ. P.), Respondent was the only person who fit the lawyer non-party at fault description, a fact Warnock confirmed in an interrogatory answer. Respondent, however, was not aware that Sorenson had disclosed this assertion until October 2010.

17. The effect of the notice of non-party at fault meant that American Family and its agent might seek to blame Respondent in whole or in part for giving the Orlandos bad legal advice in the formation of their LLC and in failing to acquire sufficient liability insurance.

18. If American Family were successful in that claim, the Orlandos' recovery against American Family would likely be reduced or eliminated unless the Orlandos amended their suit to add Respondent as a defendant.

19. This created a "significant risk" that Respondent, Warnock, and the Warnock firm would have a concurrent, personal interest, conflict of interest (ER 1.7(a)(2)).

20. Although Respondent was not aware of the assertion of third party at fault until October 2010, he did not thereafter obtain a written, informed consent conflict waiver from the Orlandos in the American Family litigation.

21. The conflict was not waivable (ER 1.7(b)(1)); Respondent could not provide the Orlandos competent and diligent legal advice when to do so required advising the Orlandos to assert claims against him.

22. Once he became aware of Sorenson's disclosure, Respondent failed to disclose the notice of non-party at fault to the Orlandos, in violation of ER 1.4.

23. Although Jensen later was substituted in as counsel of record for the Orlandos in the American Family Litigation, Warnock continued to represent the Orlandos as their personal counsel.

24. *Hargrove v. Orlando* went to trial.

25. In September 2010, mid-trial the parties reached a settlement by which the Orlandos assigned all of their interests in the American Family Litigation to Hargrove in exchange for Hargrove's promise not to collect her damages from the Orlandos personally.

26. The agreement was documented in an Assignment and a Covenant Not to Execute Upon Judgment ("Assignment" and "Covenant").

27. The agreement contemplated that the trial would continue, the jury would return a verdict, and, if the verdict were against the Orlandos, Hargrove would not seek to collect the resulting judgment from the Orlandos, and the Orlandos were to furnish "full and complete communication, cooperation, documentation, and, as necessary, sworn testimony to support the assigned claims . . . ."

28. The agreement also granted to Hargrove the right to pursue the assigned claims with counsel of her choice (Jensen).

29. The parties recited the *Hargrove v. Orlando* settlement on the record.

30. After Mr. Lewis recited some terms he then asked Jensen if there were any additional terms. Jensen stated: "Yeah. In addition, we would expect Mr. and Mrs. Orlando to cooperate as part of the covenant to supply us with all documents in their possession or control relating to the claims being assigned."

31. Warnock was not present in court when the settlement was recited on the record.

32. On the final day of trial, after the parties had reached agreement regarding the assignment, Mr. Carman received a call from the court requesting his presence on extremely short notice. Respondent, on the record, acknowledged the terms of the settlement as Mr. Lewis and Mr. Jensen recited them. Respondent, unaware at the time, did not disclose that he had been identified as a non-party at fault, either by name or generically, in the American Family Litigation. There is not clear and convincing evidence that in mid-September 2010, when *Hargrove v. Orlando* settled mid-trial, Respondent knew of American Family's non-party at fault disclosure in the American Family litigation. Accordingly, the State Bar conditionally dismisses the charge that Respondent violated ERs 3.3 and 8.4(c).

33. The jury returned a verdict of \$655,000 in *Hargrove v. Orlando*.

34. After the *Hargrove v. Orlando* Court approved the settlement, Jensen moved to substitute Hargrove for the Orlandos as the named plaintiffs in the American Family Litigation, with him as counsel for Hargrove.

35. American Family objected and the court denied Jensen's motion. The court ruled that the Orlandos should remain the named plaintiffs to avoid confusion, but Jensen would be counsel of record.

36. Jensen learned of American Family's non-party at fault disclosure. To assure that he diligently explored the factual basis for the non-party at fault defense in hopes of defeating it, and, alternatively, to explore the possibility that Respondent may have had some liability to the Orlandos, Jensen sought the Orlandos' client files from Respondent.

37. Respondent was not counsel of record for the Orlandos in the American Family litigation, litigation is a very minor part of his practice, and he referred Jensen's

requests for information and cooperation to Warnock. Warnock, managing partner, whose role included dealing with any complicated issues such as these or instructing his junior partners and associates on how to do so, however, refused to give Jensen unconditional access to the files.

38. This refusal undermined one of the bases for the Assignment and Covenant ("full and complete communication, cooperation, documentation, and, as necessary, sworn testimony to support the assigned claims . . . ."); see also, recitation of the settlement on the court record, above) and put the Orlandos at risk of breaching the Assignment and Covenant contracts, placing their personal assets at risk.

39. Warnock's advice to the Orlandos ultimately led to a breakdown in what should have been a collaborative relationship among Jensen, Warnock, Respondent, Hargrove, and the Orlandos. Eventually, Jensen withdrew from representing Hargrove and the Orlandos, the Warnock firm withdrew from representing the Orlandos, additional law suits were filed (as more fully described in the complaint), and all suits were resolved in a mediation.

40. Over the course of the relevant events Respondent had only limited communications with Jensen, successor counsel, and the Orlandos, as Warnock had sole responsibility for the Orlando litigation matters after the Assignment and Covenant were executed.

41. On April 22, 2013, Warnock told Ms. Hargrove's new lawyer, Timothy Ducar that Ms. Hargrove had one day to respond to a walkaway settlement proposal by which the Orlandos could avoid paying costs and attorney's fees to American Family in the American Family Litigation.

42. Mr. Ducar and Ms. Hargrove did not respond because although Ms. Hargrove was the 100% owner of the assigned claims, she was not a named party in the American Family Litigation. She neither consented to nor authorized a dismissal.

43. Shortly thereafter, the Orlandos as nominal plaintiffs "settled" the American Family Litigation by dismissing it in exchange for American Family's agreement not to seek costs and attorney's fees against them.

44. This effectively ended Hargrove's pursuit of her Assignment and Covenant rights, American Family's need to pursue a non-party at fault defense and, ultimately, any exposure Respondent had to the Orlandos for malpractice relating to his failure to give insurance advice.

45. If the "settlement" were later to unwind, however, such as by a court finding that the Orlandos wrongfully dismissed the American Family litigation, the Orlandos were in jeopardy of having breached the Assignment and Covenant agreements, thereby putting their personal assets at risk to pay the *Hargrove v. Orlando* judgment (\$655,000 plus costs and interest).

46. During an August 1, 2014 hearing on cross-motions to disqualify counsel Respondent, who Warnock requested cover the argument for him on short notice, admitted to the court that Warnock negotiated the settlement for the Orlandos with American Family.

47. Respondent also admitted that he and the Warnock firm received a "significant benefit" when the American Family Litigation was dismissed and he and the Warnock firm were no longer exposed to potential liability.

### **CONDITIONAL ADMISSIONS**

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

Respondent conditionally admits that his conduct violated Rule 42, ERs 1.4 (Communication) and ER 1.7 (Conflicts-Current Clients).

### **CONDITIONAL DISMISSALS**

The State Bar conditionally dismisses the charges that Respondent violated ERs 1.10 (Imputation of Conflicts of Interest), ER 1.16(d) (Duties on Termination of Representation), ER 3.3 (Candor Towards the Tribunal), and ER 8.4 (Misconduct).

### **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, admonition and payment of costs are appropriate. If Respondent violates any of the terms of this agreement, further discipline proceedings may be brought.

### **LEGAL GROUNDS IN SUPPORT OF SANCTION**

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

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

**The lawyer's mental state**

For purposes of this agreement the parties agree that Respondent conducted himself negligently.

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

For purposes of this agreement, the parties agree that there was actual and potential harm and serious harm to Respondent's clients.

The parties agree that the following *Standards* are appropriate to the facts and circumstances of this case:

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

*Standard 4.33* - 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.

### **Aggravating and mitigating circumstances**

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

#### **In aggravation:**

##### Standard 9.22--

- (d) multiple offenses;
- (h) vulnerability of victims;
- (i) substantial experience in the practice of law;

#### **In mitigation:**

##### Standard 9.32--

- (a) absence of a prior disciplinary record;
- (b) absence of dishonest motive;
- (e) full and free disclosure to a disciplinary board or cooperative attitude toward proceedings;
- (g) character/reputation (letters attached).

#### **Discussion**

The parties conditionally agree that, upon application of the aggravating and mitigating factors the presumptive sanction should be mitigated to admonition. Although deemed to know the rules of ethics, Respondent, at the times pertinent hereto, did not engage in a litigation practice. His violations occurred in a litigation context and it was not unreasonable for him to follow the instructions of his managing partner, father-in-law, and mentor, who was a seasoned litigator, and defer to him to represent their clients within the confines of the Rules of Professional Conduct. This does not excuse Respondent's misconduct but it is a dynamic relevant to the sanction. Moreover, Respondent's misconduct was his negligent failure to ensure that the conflict of interest was communicated to the firm's clients after he learned of American Family's nonparty at fault disclosure. Based on the *Standards* and in light of the facts

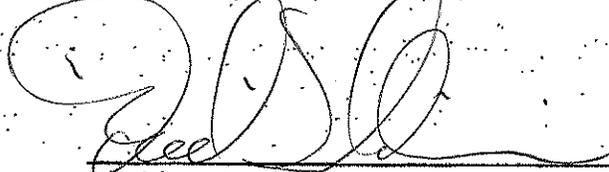
and circumstances of this matter, the parties conditionally agree that admonition is within the range of appropriate sanctions and will serve the purposes of lawyer discipline.

### 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 an Admonition and the assessment of costs and expenses. A proposed form order is attached hereto as Exhibit B.

DATED this 6<sup>th</sup> day of July 2016.

STATE BAR OF ARIZONA



David L. Sandweiss  
Senior Bar Counsel

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

DATED this 1<sup>st</sup> day of July, 2016.



Andre E. Carman  
Respondent

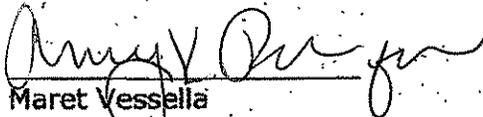
DATED this 4<sup>th</sup> day of July, 2016.

Adams & Clark PC



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 7<sup>th</sup> day of July, 2016.

Copy of the foregoing emailed  
this 7<sup>th</sup> day of July, 2016, to:

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

Copy of the foregoing mailed/emailed  
this 7<sup>th</sup> day of July, 2016, to:

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

Copy of the foregoing hand-delivered  
this 1<sup>st</sup> day of July, 2016, to:

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

by: Jason Brakaw  
DLS:jlb

LAW OFFICES  
**BOYLE, PECHARICH, CLINE, WHITTINGTON & STALLINGS, P.L.L.C.**

Robert S. Pecharich  
Barry B. Cline  
William R. Whittington  
John C. Stallings  
Donald C. Zavala, Jr.  
Hans N. Clugston

125 North Granite Street  
Prescott, Arizona 86301

Telephone: (928) 445-0122  
Facsimile: (928) 445-8021  
www.prescottlawoffices.com

Jonathan A. Millet  
G. Eugene Neil  
Bryon M. Ackerman  
James P. Boyle, Jr. (1913-2003)  
*Serving Arizona since 1950*

June 27, 2016

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

Re: André Carman

To Whom It May Concern:

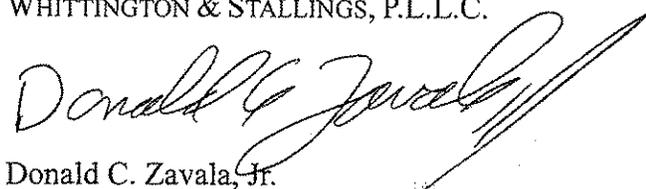
I am very pleased to provide this letter of recommendation on behalf of André Carman. I have known André since 2009, both professionally and personally. There have never been any concerns in our adverse cases together regarding his ethics or professionalism. André has always been competent, professional and ethical.

André is active in our community, volunteers at his church in various capacities and has been an assistant coach of track and basketball. He is well respected and is a valued member of our community.

Please feel free to contact me if you have any questions.

Sincerely,

BOYLE, PECHARICH, CLINE  
WHITTINGTON & STALLINGS, P.L.L.C.



Donald C. Zavala, Jr.

DCZ/les

# PRESCOTT CHRISTIAN CHURCH

To who it may concern,

June 27th, 2016

My name is Jason Price and I am the Lead Pastor of the Prescott Christian Church. I am writing this letter on behalf of Andre Carman. I have known Andre for at least 6 years. We met when he and his family started attending Prescott Christian.

Over the past six years Andre and I have become well acquainted with each other through his volunteering at the church, our attending small group together, playing sports, serving together on an international missions trip, as well as friendly family gatherings.

He is not only active in the church, he has been active throughout our community. Serving as a coach for various school sports teams, as well as local advisory boards.

I have found Andre to be a man who is willing to help those in need. Each time I have ask for his input or expertise to help someone, he has been gracious to do so.

Andre is a gentle and giving man. He has been a blessing in my life and I am grateful for the opportunity to write this letter on his behalf.

I would me more than willing to speak to you personally.

I can be reached at 928.445.0680.

Respectfully,



Jason Price  
Lead Pastor  
Prescott Christian Church



*Yavapai*

7351 E. Civic Circle  
Prescott Valley, AZ 86314

928-771-6144  
928-771-6117 fax  
Yavapai@nau.edu  
nau.edu/yavapai

Scott E Lewis

June 28, 2016

Re: Character Reference for Andre Carman

To Whom It May Concern,

I am happy to give this character reference for Andre Carman. I have known Andre for approximately three years, and he has been an adjunct at our campus for a year now. Since meeting Andre I have known him to be a man of good character and high integrity, and he is well respected by the students. In addition to teaching part-time for our campus, Andre is also involved in a whole host of other outside activities, including volunteering at the local high school as a basketball coach, assisting those in need with legal assistance and guidance, and serving on the board of the local chamber of commerce.

There is no doubt that Andre goes above and beyond the call of duty to help those around him. He has always offered our students assistance when asked, especially with respect to trademarks, copyrights, etc. And he offers this free of charge. His objective is to see and help our students become successful.

Andre is a husband and father of two boys and two girls, and is very active in their activities as well. If you have any questions regarding Andre, please contact me at the email address below.

Sincerely,

A handwritten signature in black ink, appearing to read 'Scott E Lewis'.

Scott E Lewis  
Lead Faculty  
Service, Management and Leadership  
Prescott Valley  
scott.lewis@nau.edu

June 27, 2016

To Whom It May Concern:

In Reference To Andre Carman

I have known Andre since 2006. After retiring from my banking career, I started an in-home child care business and started caring for Andre's children. He and his wife needed a childcare and they found me through a personal friend. Upon first meeting Andre, I was impressed with his demeanor and personality.

In the ten years since that first meeting, I have known him to be a loving, caring husband, father and friend.

Andre is very active with his family, church and our community, in lending his time with youth activities in coaching and mentoring. Andre's reputation in the community is beyond reproach.

In closing, search the word 'integrity' and this is the true description of Andre, as a husband, father, friend and human being.

Please feel free to contact me at any time.

Most sincerely,

A handwritten signature in cursive script that reads "Wanda Aguirre".

Wanda Aguirre  
(retired banker)  
928-420-0030

# **EXHIBIT A**

## Statement of Costs and Expenses

In the Matter of a Member of the State Bar of Arizona,  
ANDRE E. CARMAN, Bar No. 021448, Respondent

File No. 14-3334

### **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
<b><u>TOTAL COSTS AND EXPENSES INCURRED</u></b>		<b><u>\$ 1,200.00</u></b>

# **EXHIBIT B**

**BEFORE THE PRESIDING DISCIPLINARY JUDGE**

---

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

**ANDRE E. CARMAN,**  
**Bar No. 021448,**

Respondent.

**PDJ 2016-9023**

**FINAL JUDGMENT AND ORDER**

State Bar No. 14-3334

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

**IT IS HEREBY ORDERED** that Respondent, **Andre E. Carman**, is hereby admonished for his conduct in violation of the Arizona Rules of Professional Conduct, as outlined in the consent documents.

**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 July, 2016.

**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 July, 2016.

Copies of the foregoing mailed/emailed  
this \_\_\_\_\_ day of July, 2016, 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 July, 2016, to:

David L. Sandweiss  
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)

Copy of the foregoing hand-delivered  
this \_\_\_\_\_ day of July, 2016, to:

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

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