

**BEFORE THE PRESIDING DISCIPLINARY
JUDGE**

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

**J. MARK HELDENBRAND,
Bar No. 011790**

Respondent.

PDJ-2015-9123

FINAL JUDGMENT AND ORDER

[State Bar File No. 14-0951]

FILED DECEMBER 21, 2015

The undersigned Presiding Disciplinary Judge having accepted the Agreement for Discipline by Consent filed on November 30, 2015, under Rule 57(a), Ariz. R. Sup. Ct.

Accordingly:

IT IS ORDERED Respondent, **J. Mark Heldenbrand, Bar No. 011790**, is reprimanded for violation of ERs 1.2, 1.3, 1.4, 4.4, and 8.4(d), Ariz. R. Sup. Ct.

IT IS FURTHER ORDERED Mr. Heldenbrand shall be placed on probation pending the fulfillment of the following terms: six (6) hours of additional¹ CLE courses specifically relating to collecting attorney's fees ethically. Mr. Heldenbrand shall submit notes from the CLE courses he attends to the State Bar.

NON-COMPLIANCE LANGUAGE

In the event that Mr. Heldenbrand fails to comply with any of the foregoing probation terms, and information thereof, is received by the State Bar of Arizona, Bar Counsel shall file a notice of noncompliance with the Presiding Disciplinary Judge, pursuant to Rule 60(a)(5), Ariz. R. Sup. Ct. The Presiding Disciplinary Judge may

¹ In addition to the annual requirement per educational year.

conduct a hearing within 30 days to determine whether a term of probation has been breached and, if so, to recommend an appropriate sanction. If there is an allegation Mr. Heldenbrand failed to comply with any of the foregoing terms, the burden of proof shall be on the State Bar of Arizona to prove noncompliance by a preponderance of the evidence.

IT IS FURTHER ORDERED Mr. Heldenbrand shall pay the costs and expenses of the State Bar of Arizona in the amount of \$ 1,266.20, within thirty (30) days from the date of service of this order. There are no costs or expenses incurred by the disciplinary clerk and/or Presiding Disciplinary Judge's Office in connection with these disciplinary proceedings.

DATED December 21, 2015.

William J. O'Neil

William J. O'Neil, Presiding Disciplinary Judge

Copies of the foregoing mailed/emailed
this 21st day of December, 2015.

Shauna R. Miller
Senior Bar Counsel
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Respondent's Counsel

Lawyer Regulation Records Manager
State Bar of Arizona
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Phoenix, Arizona 85016-6266

by: MSmith

**BEFORE THE PRESIDING DISCIPLINARY
JUDGE**

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

**J. MARK HELDENBRAND,
Bar No. 011790**

Respondent.

PDJ-2015-9123

**DECISION ACCEPTING CONSENT
FOR DISCIPLINE**

[State Bar No. 14-0951]

FILED DECEMBER 21, 2015

An Agreement for Discipline by Consent (“Agreement”) was filed on November 30, 2015, and submitted under Rule 57(a)(3), Ariz. R. Sup. Ct¹. A Probable Cause Order was filed on September 18, 2015. The Agreement was reached before a formal complaint was filed. Upon filing such Agreement, the presiding disciplinary judge, “shall accept, reject or recommend modification of the agreement as appropriate.”

Rule 57(a)(2) 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.

Under Rule 53(b)(3), notice of this Agreement was provided to the complainant by letter dated October 20, 2015. Complainant was notified of the opportunity to file

¹ Unless stated otherwise, all rules referenced are the Arizona Rules of the Supreme Court.

a written objection to the agreement with the State Bar within five (5) days of bar counsel's notice. No objection was received.

Mr. Heldenbrand represented a client in a tax reduction matter and some collections matters which resulted in litigation. Thereafter, Mr. Heldenbrand sought to recover nearly ten times the principle debt of \$600.00 through settlement offers, which were rejected. He further failed to act consistent with his client's direction and failed to keep his client informed regarding the litigation.

Mr. Heldenbrand conditionally admits his misconduct violated Rule 42, ER 1.2 (scope of representation), ER 1.3 (diligence), ER 1.4 (communication), ER 4.4 (respect for rights of others) and 8.4(d) conduct prejudicial to the administration of justice. The parties stipulate to a sanction of reprimand and one (1) year of probation (6 hours of Continuing Legal Education (CLE)) upon reinstatement in addition to the annual requirement per educational year, and the payment of costs and expenses for \$1,266.20 related to the disciplinary proceedings to be paid within thirty (30) days from the date of this order.

Presumptive Sanction

The parties agree reprimand is the presumptive sanction and that *Standards* 4.43 and 4.63 of the American Bar Association's *Standards for Imposing Lawyer Sanctions* ("*Standards*") apply under these conditional admissions. *Standard* 4.43, *Lack of Diligence*, provides:

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.

Mr. Heldenbrand negligently violated his duties owed clients by failing to adequately communicate and diligently represent his client. His misconduct caused actual injury to the client and potential injury to the legal system.

Standard 4.63, Lack of Candor, provides:

Reprimand is generally appropriate when a lawyer negligently fails to provide a client with accurate or complete information, and causes injury or potential injury to the client.

Mr. Heldenbrand negligently sought to recover an unreasonable award of attorney fees through settlement offers, which caused those offers to be rejected and prolonged the litigation. His misconduct cause actual injury to the client and potential injury to the legal system.

Aggravation and Mitigation

Aggravating and mitigating circumstances can serve to either increase or decrease discipline imposed. *Standard 9.21*. Here, the agreed upon aggravating factors include: 9.22(a) prior disciplinary offenses and 9.22(i) substantial experience in the practice of law. There are no mitigating factors.

The object of lawyer discipline is to protect the public, the legal profession, the administration of justice, and to deter other attorneys from engaging in unprofessional conduct. *In re Peasley*, 208 Ariz. 27, 38, 90 P.3d 764, 775 (2004). While attorney discipline is not intended to punish the offending attorney, the sanctions imposed may have that incidental effect. *Id.* The PDJ agrees the proposed sanction of reprimand with CLE meets the objectives of discipline.

IT IS ORDERED incorporating the Agreement and any supporting documents by this reference. The agreed upon sanctions are a reprimand and probation pending

completion of six (6) hours of CLE courses specifically relating to collecting attorney's fees ethically which hours shall be in addition to the annual CLE requirements and costs and expenses of the disciplinary proceedings for \$1,266.20. These financial obligations shall bear interest at the statutory rate.

IT IS FURTHER ORDERED the Agreement is accepted. Costs as submitted are approved for \$1,266.20, and shall be paid within thirty (30) days of the final order. Now therefore, a final judgment and order is signed this date.

DATED 21st day of December, 2015.

William J. O'Neil

William J. O'Neil, Presiding Disciplinary Judge

Copies of the foregoing mailed/emailed
this 21st day of December, 2015.

Shauna R. Miller
Senior Bar Counsel
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OFFICE OF THE
PRESIDING DISCIPLINARY JUDGE
SUPREME COURT OF ARIZONA

NOV 30 2015

BY _____

FILED _____

J. Scott Rhodes, Bar No. 016721
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Respondent's Counsel

**BEFORE THE PRESIDING DISCIPLINARY
JUDGE**

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

**J. MARK HELDENBRAND,
Bar No. 011790**

Respondent.

PDJ 2015 - 9123
[State Bar File No. 14-0951]

**AGREEMENT FOR DISCIPLINE BY
CONSENT**

The State Bar of Arizona, through undersigned Bar Counsel, and Respondent, J. Mark Heldenbrand, who is represented in this matter by counsel, J. Scott Rhodes and Kerry A. Hodges, hereby submit their Agreement for Discipline by Consent, pursuant to Rule 57(a), Ariz. R. Sup. Ct. A probable cause order was entered on September 18, 2015, but no formal complaint has been filed in this matter. Respondent voluntarily waives the right to an adjudicatory hearing, unless otherwise ordered, and waives all motions, defenses, objections or requests which have been made or raised, or could be asserted thereafter, if the conditional admission and proposed form of discipline is approved.

Pursuant to Rule 53(b)(3), Ariz. R. Sup. Ct., notice of this agreement was provided to the complainant, Mel Marcus (Mr. Marcus) by letter on October 20, 2015. Mr. Marcus has been notified of the opportunity to file a written objection to the agreement with the State Bar within five business days of bar counsel's notice.

Respondent conditionally admits that his conduct, as set forth below, violated Rule 42, ERs 1.2, 1.3, 1.4, 4.4, and 8.4(d), Ariz. R. Sup. Ct. Upon acceptance of this agreement, Respondent agrees to accept imposition of the following discipline: Reprimand with Probation. Respondent also agrees to pay the costs and expenses of the disciplinary proceeding, within 30 days from the date of this order, and if costs are not paid within the 30 days, interest will begin to accrue at the legal rate.¹ The State Bar's Statement of Costs and Expenses is attached hereto as Exhibit A.

FACTS

GENERAL ALLEGATIONS

1. Respondent was licensed to practice law in Arizona on January, 05, 1988.

COUNT ONE (File no. 14-0951/ Marcus)

2. Mr. Marcus hired AVS Tax, Inc. to file a tax appeal contesting the value of two properties located in Maricopa County for tax years 2008 and 2009.
3. Mr. Marcus agreed to pay AVS a contingency fee equal to 25% of the savings realized for each tax year.

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

4. AVS filed a tax appeal for both properties for the 2008 tax year, and achieved a reduction in value. Mr. Marcus paid that bill.

5. A dispute arose between AVS and Mr. Marcus over the 2009 tax year. The principal amount of the disputed debt was \$629.18.

6. AVS's owner, Todd Sakowicz (Mr. Sakowicz), hired Respondent to handle a number of collection matters for AVS, including the resulting lawsuit between AVS and Mr. Marcus. The work was on a modified contingency basis, where the client agreed to pay 30% of amounts recovered, and Respondent would receive any court-awarded fees in addition to the contingency.

7. On August 27, 2012, Respondent filed a complaint on behalf of AVS and against Mr. Marcus and Jane Doe Marcus.

8. If this matter were to proceed to a hearing, Respondent would testify that on February 11, 2013, with Mr. Sakowicz's authority, Respondent offered to settle the matter for \$4,800. According to Respondent, the amounts owing under the contract at the time (including principal, interest, court costs, and attorneys' fees) totaled about \$5,400, more than \$4,000 of which were accrued attorney's fees. If this matter were to proceed to hearing, Mr. Marcus would testify that he refused to pay Respondent \$4,000 in attorney's fees for an alleged \$600 debt. No counteroffer was tendered.

9. On June 4, 2013, Respondent amended the complaint, replacing the Jane Doe designation with Mr. Marcus's wife. If this matter were to proceed to a hearing, Mr. Marcus would testify that it was his perception that in an attempt to harass them, Respondent noticed wife's deposition. Respondent would testify that the deposition was necessitated by Mr. Marcus's failure to respond to multiple requests for an

admission that wife did not have personal knowledge of any relevant facts. For purposes of this agreement, Respondent accepts that his conduct violated ER 4.4(a).

10. Thereafter, Mr. Marcus hired James Nearhood to represent him and his wife in the lawsuit.

11. On June 11, 2013, Mr. Nearhood filed an offer of judgment in favor of AVS in the amount of \$629.18, which was not accepted.

12. On August 8, 2013, Respondent offered to settle the matter for \$6,181.97, \$5,000 of which represented accrued attorney's fees.

13. On September 12, 2013, Mr. Nearhood rejected that offer and countered with a final, "take-it-or-leave-it" offer from Mr. Marcus in the amount of \$1,987.71, which lapsed by its terms on September 21, 2013.

14. According to Mr. Sakowicz, he initially wanted to accept that offer, but Respondent told him that he should decline the offer because "I [Respondent] have to get something out of this," which was a reference to his attorney's fees. If this matter were to proceed to a hearing, Respondent would testify that he and Mr. Sakowicz had a subsequent conversation in which Respondent explained that his concern was over the outstanding costs that Respondent had advanced in the case and would further testify that Mr. Sakowicz, after hearing that explanation, authorized Respondent to proceed with the litigation. If this matter were to proceed to hearing the State Bar would put on evidence that Respondent's costs were \$472.72, which included two depositions.

15. The trial was continued a number of times and depositions were taken. Mr. Sakowicz later instructed Respondent to try to settle for the amount of Mr.

Marcus's final offer, but, upon Respondent's inquiry, Mr. Nearhood told Respondent that the deal was off the table.

16. If this matter were to proceed to hearing, Respondent would testify that he called Mr. Sakowicz on February 28, 2014. During that conversation, Respondent began speaking to Mr. Sakowicz about the trial scheduled for March 3, 2014. Respondent maintains that the short notice resulted from a clerical error. If this matter were to proceed to hearing, Mr. Sakowicz would testify that Respondent blamed his secretary for the short notice regarding the upcoming hearing. Mr. Sakowicz would testify that he was surprised and unprepared for a trial and was unable to gather the required documents on such short notice, so he instructed Respondent to just drop the whole matter. For purposes of this agreement Respondent agrees that he failed to timely communicate with Mr. Sakowicz.

17. Respondent would testify that Mr. Sakowicz instructed him to try to obtain a "walk-away" settlement, but if a "walk-away" could not be obtained, that Mr. Sakowicz would meet Respondent on Monday, at the courthouse, for trial. The case was thereafter resolved through a "walk-away" settlement. No money was ever recovered.

18. The State Bar contends, and for purposes of this agreement Respondent accepts, that in several of the emails provided by Respondent, although not stated explicitly, Respondent's communications with Mr. Sakowicz can be interpreted as an attempt to pressure Mr. Sakowicz to not settle the matter because Respondent would not receive any money for the representation. For example, from a September 20, 2013 email:

- a. "I specifically said that it would always be your company's choice to accept a settlement offer (or payment or whatever), but that ultimately, if your company started making decisions that either deprived me of earned fees or otherwise, that eventually I would need to go do something else."
- b. "While I am obligated to follow those instructions, and will do so if it is truly what you want, it basically is taking the position that my time and efforts are not valued."
- c. "However, if we walk away, I am deprived of any chance to make litigating all of this worthwhile to me."
- d. "To be candid, it is disappointing to put forth this effort only to have [Sakowicz and] AVS lose motivation to participate."

19. If this matter proceeded to a hearing, Respondent would testify that his above-quoted communications were inartful and subject to misinterpretation, and may have caused the litigation to continue longer than necessary.

CONDITIONAL ADMISSIONS

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

Respondent conditionally admits that his conduct violated Rule 42, Ariz. R. Sup. Ct., specifically ERs 1.2, 1.3, 1.4, 4.4, and 8.4(d).

CONDITIONAL DISMISSALS

The State Bar has conditionally agreed to dismiss Ariz. R. Sup. Ct., Rule 54(d), Rule 42, ERs 8.1 and 8.4(c).

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: Reprimand with probation.

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

Respondent will also be placed on probation pending the fulfillment of the following terms: six hours of additional² CLE courses specifically relating to collecting attorney's fees ethically. Respondent shall submit notes from the CLE courses he attends.

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).

² In addition to the required 15 credits per educational year.

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

The parties agree that *ABA Standards 4.43* and *4.63* are the appropriate *Standards* given the facts and circumstances of this matter.

Standard 4.43 provides that 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. Respondent negligently failed to act consistent with his client's wishes and negligently failed to keep his client reasonably informed about the ongoing litigation.

Although *Standard 6.2* is usually associated with violation of ER 4.4, the *Standard* that more appropriately reflects Respondent's misconduct is *Standard 4.63*. *Standard 4.63* provides that Reprimand is generally appropriate when a lawyer negligently fails to provide a client with accurate or complete information, and causes injury or potential injury to the client. In litigation over a principal debt of about \$600, Respondent negligently sought to recover nearly ten times that amount in attorneys' fees through settlement offers, which led to the rejection of those offers. Respondent's conduct was negligent because he believed that the client understood and agreed there was a risk that a court would reduce the award of attorney fees or that the cost of litigation would increase as a result of a recalcitrant debtor who might decide to fight a relatively small debt even at the risk of an award of attorney fees that would be multiples of the original debt. Respondent relied on that belief and,

therefore, he negligently failed to appreciate that the client wanted out of the underlying case.

The duty violated

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

The lawyer's mental state

For purposes of this agreement the parties agree that Respondent negligently violated his duties to his client and to the legal system.

The extent of the actual or potential injury

For purposes of this agreement, the parties agree that there was actual harm to client and potential harm to legal system.

Aggravating and mitigating circumstances

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

In aggravation: *ABA Standard 9.22*

- (a) prior disciplinary offenses:
 - Censure (now a Reprimand) February 21, 2008; ERs 1.4, 1.7,
 - Censure (now a Reprimand) January 13, 2000; (five files) ERs 1.3, 1.4, 1.15, 5.3, 5.4, 8.4, Rule 44(b)(c),
 - Informal Reprimand (now an Admonition) January 16, 2000; ERs 1.1, 1.2, 1.3, 1.4, 5.1,
- (i) substantial experience in the practice of law; 26 years.

Discussion

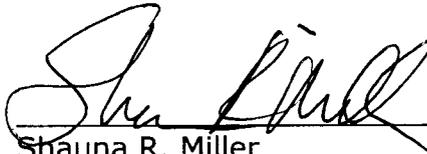
Based on the *Standards* and in light of the facts and circumstances of this matter, the parties conditionally agree that the sanction set forth above is within the range of appropriate sanction and will serve the purposes of lawyer discipline.

CONCLUSION

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

DATED this 30th day of November, 2015

STATE BAR OF ARIZONA



Shauna R. Miller
Senior Bar Counsel

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

DATED this _____ day of November, 2015.

J. Mark Heldenbrand
Respondent

DATED this _____ day of November, 2015.

Jennings Strouss & Salmon PLC

J. Scott Rhodes
Kerry A. Hodges
Counsel for Respondent

CONCLUSION

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

DATED this _____ day of November, 2015

STATE BAR OF ARIZONA

Shauna R. Miller
Senior Bar Counsel

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

DATED this 16th day of November, 2015.

J. Mark Heldenbrand
Respondent

DATED this 24th day of November, 2015.

Jennings Strouss & Salmon PLC

J. Scott Rhodes
Kerry A. Hodges
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 30 day of November 2015.

Copies of the foregoing mailed/emailed
this 30 day of November 2015, to:

J. Scott Rhodes
Kerry A. Hodges
Jennings Strouss & Salmon PLC
One East Washington Street, Suite 1900
Phoenix, Arizona 85004-2554
srhodes@jsslaw.com
khodges@jsslaw.com
Respondent's Counsel

Copy of the foregoing emailed
this 30 day of November, 2015, to:

William J. O'Neil
Presiding Disciplinary Judge
Supreme Court of Arizona
Email: officepdj@courts.az.gov

Copy of the foregoing hand-delivered
this 30 day of November, 2015, to:

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

by: 
SRM/jac

FILED

SEP 18 2015

STATE BAR OF ARIZONA
BY *[Signature]*

**BEFORE THE ATTORNEY DISCIPLINE
PROBABLE CAUSE COMMITTEE
OF THE SUPREME COURT OF ARIZONA**

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

**J. MARK HELDENBRAND
Bar No. 011790**

Respondent.

No. 14-0951

PROBABLE CAUSE ORDER

The Attorney Discipline Probable Cause Committee of the Supreme Court of Arizona ("Committee") reviewed this matter on September 11, 2015, pursuant to Rules 50 and 55, Ariz. R. Sup. Ct., for consideration of the State Bar's Report of Investigation and Recommendation.

By a vote of 8-0-1¹, the Committee finds probable cause exists to file a complaint against Respondent in File No. 14-0951.

IT IS THEREFORE ORDERED pursuant to Rules 55(c) and 58(a), Ariz. R. Sup. Ct., authorizing the State Bar Counsel to prepare and file a complaint with the Disciplinary Clerk.

Parties may not file motions for reconsideration of this Order.

DATED this 18 day of September 2015.

[Signature]

Judge Lawrence F. Winthrop, Chair
Attorney Discipline Probable Cause Committee
of the Supreme Court of Arizona

¹ Committee member Jeffrey G. Pollitt did not participate in this matter.

Original filed this 18th day
of September, 2015 with:

Lawyer Regulation Records Manager
State Bar of Arizona
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Phoenix, Arizona 85016-6266

Copy mailed this 22nd day
of September, 2015, to:

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Respondent's Counsel

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of September, 2015, to:

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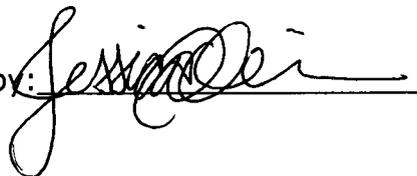
by: 

EXHIBIT A

Statement of Costs and Expenses

In the Matter of a Current Member of the State Bar of Arizona,
J. Mark Heldenbrand, Bar No. 011790, Respondent

File No. 14-0951

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

08/07/2015 Copy of public section of screening file made for Respondent (331 pages x \$.20/)	\$ 66.20
Total for miscellaneous charges	\$ 66.20

TOTAL COSTS AND EXPENSES INCURRED **\$1,266.20**



Samantha Linley
Lawyer Regulation Lead/Legal Secretary

10-20-2015

Date

EXHIBIT B