

**BEFORE THE PRESIDING DISCIPLINARY  
JUDGE**

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

**TIMOTHY W. STEADMAN,**  
**Bar No. 022708,**

Respondent.

**PDJ 2015-9086**

**FINAL JUDGMENT AND ORDER**

[State Bar File Nos. 14-0274;  
14-3052; 14-0385; and 15-0644]

**DECEMBER 23, 2015**

The Presiding Disciplinary Judge of the Supreme Court of Arizona, having reviewed the Agreement for Discipline by Consent filed on December 16, 2015, pursuant to Rule 57(a), Ariz. R. Sup. Ct., hereby accepts the parties' proposed agreement. Accordingly:

**IT IS ORDERED** Respondent, **Timothy W. Steadman**, is suspended for a period of sixty (60) days for his conduct in violation of the Arizona Rules of Professional Conduct, as outlined in the consent documents, **effective on February 1, 2016**.

**IT IS FURTHER ORDERED** upon reinstatement, Mr. Steadman shall be placed on probation for a period of two (2) years. In the event that Mr. Steadman resumes the practice of law in Arizona, it is further ordered that he shall notify the State Bar Compliance Monitor at (602) 340-7258, within ten (10) days of resuming the practice of law. Mr. Steadman shall submit to a Law Office Management Assistance Program (LOMAP) assessment and comply with any recommendations.

**IT IS FURTHER ORDERED** Mr. Steadman shall be subject to any additional terms imposed by the Presiding Disciplinary Judge.

## **NON-COMPLIANCE LANGUAGE**

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

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

**IT IS FURTHER ORDERED** Mr. Steadman shall pay restitution as follows:

Count 1: Nine Hundred Seventy Five Dollars (\$975.00) payable to Douglas Smith,  
and

Count 2: One Thousand Twelve Dollars and Fifty Cents (\$1,012.50) payable to Ralph McQueen.

**IT IS FURTHER ORDERED** Mr. Steadman shall pay the costs and expenses of the State Bar of Arizona in the amount of \$1,200.00, within thirty (30) days from the date of this order. There are no costs or expenses incurred by the disciplinary clerk and/or Presiding Disciplinary Judge's Office in connection with these disciplinary

proceedings.

**DATED** this 23<sup>rd</sup> day of December, 2015.

*William J. O'Neil*

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

Copies of the foregoing mailed/emailed  
this 23<sup>rd</sup> day of December, 2015, to:

Nancy A. Greenlee  
821 E. Fern Drive North  
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Respondent's Counsel

Craig D. Henley  
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Lawyer Regulation Records Manager  
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4201 N 24<sup>th</sup> Street, Suite 100  
Phoenix, Arizona 85016-6266

by: MSmith

**BEFORE THE PRESIDING DISCIPLINARY  
JUDGE**

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

**TIMOTHY W. STEADMAN,  
Bar No. 022708**

Respondent.

**No. PDJ-2015-9086**

**DECISION ACCEPTING  
CONSENT FOR DISCIPLINE**

[State Bar Nos. 14-0274, 14-0385, 14-0385, 14-3052, 15-0644]

**FILED DECEMBER 23, 2015**

The complaint was filed on September 1, 2015. The answer was filed on September 28, 2015. An Agreement for Discipline by Consent ("Agreement") was filed by the parties on December 16, 2015, and submitted under Rule 57(a), Ariz. R. Sup. Ct<sup>1</sup>. 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. Mr. Steadman conditionally admits he violated Rule 42, ERs 1.1, 1.2, 1.3, 1.4, 1.5, 3.2, and 8.4(d). Mr. Steadman is moving from Arizona to Utah. The

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

parties agree to a sixty (60) day suspension, restitution to clients in Counts One and Two, and the payment of costs within thirty (30) days.

Under Rule 53(b)(3), notice of this Agreement was provided to the complainants by emails on November 18, 2015 and November 23, 2015. Complainants were notified of the opportunity to file a written objection to the agreement with the State Bar within five (5) business days of bar counsel's notice. No objections were filed. The conditionally admitted misconduct is summarized.

In Count One, Mr. Steadman was hired to represent an individual in divorce proceedings. His billing records reflect he sent his client one letter. The parties reconciled and filed a pro per stipulation to dismiss the case, which was granted. His client requested a refund. Mr. Steadman sent a bill which stated the entire prepaid fee was expended on research and discovery.

In Count Two, Mr. Steadman was hired during August 2011 to collect an outstanding promissory note arising out of a dissolution of the marriage of his client. He filed pleadings in Family Court on the promissory note. The Court determined it had no jurisdiction. He charged and collected from his client \$1,012.50 for this. He delayed filing the civil litigation on the promissory note for six months. He served the summons but failed to file default for many months. He failed to obtain the default judgment until March 3, 2014, and failed to file the satisfaction of judgment. His client filed the satisfaction *pro se* September 13, 2014.

In Count Three, his client was the grandmother of children in CPS care. Mother consented to termination of her parental rights and Mr. Steadman was hired to complete the adoption. After the adoption was finalized, his client notified him on December 18, 2012, that he had failed to submit to the court the form to amend the

birth certificate with the Department of Vital Statistics. Despite multiple attempts by the Grandmother, Mr. Steadman did nothing and avoided his client. She persisted but Mr. Steadman did not deliver the form to the judge until early 2015.

In Count Four, Mr. Steadman was hired by his client to assist in setting aside a Consent Decree. Prior to his involvement, an award of attorney was sought against his client. His client requested Mr. Steadman to file an objection to the attorney fees. Mr. Steadman failed to file anything.

The parties agree his actions were negligently done and *Standards* 4.42, 4.53 and 6.23 are applicable. In aggravation, Mr. Steadman has prior discipline, a pattern of misconduct and multiple offenses. In mitigation, there is an absence of a dishonest or selfish motive and full and free disclosure to the state bar and a cooperative attitude towards the proceedings.

**IT IS ORDERED** incorporating the Agreement and any supporting documents by this reference. The agreed upon sanctions are: a sixty (60) suspension, effective February 1, 2016, restitution, and costs, which shall be paid within thirty (30) days of the final judgment and order. These financial obligations shall bear interest at the statutory rate.

**IT IS FURTHER ORDERED** the Agreement is accepted. All hearing dates and associated deadlines are vacated. Timothy W. Steadman is suspended for sixty (60) days commencing February 1, 2016. Costs as submitted are approved for \$1,200.00 and are to be paid within thirty (30) days. Now therefore, a final judgment and order

is signed this date.

**DATED** this December 23, 2015.

*William J. O'Neil*

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

COPY of the foregoing e-mailed/mailed  
on December 23, 2015, to:

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by: MSmith

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Respondent's Counsel

**BEFORE THE PRESIDING DISCIPLINARY  
JUDGE**

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

**TIMOTHY W. STEADMAN,  
Bar No. 022708,**

Respondent.

**PDJ 2015-9086**

**AGREEMENT FOR DISCIPLINE BY  
CONSENT**

[State Bar File Nos. 14-0274;  
14-3052; 14-0385; and 15-0644]

The State Bar of Arizona, through undersigned Bar Counsel, and Respondent, Timothy W. Steadman, who is represented in this matter by counsel, Nancy A. Greenlee, hereby submit their Agreement for Discipline by Consent, pursuant to Rule 57(a), Ariz. R. Sup. Ct. Probable cause orders were entered on May 21, 2015 (File Nos. 14-0274 and 14-3052) and August 24, 2015 (File Nos. 14-0385 and 15-0644), and a formal complaint was filed on September 1, 2015. 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(s) by emails on November 18, 2015, and November 23, 2015. Complainant(s) have been notified of the opportunity to file a written objection to the agreement with the State Bar within five (5) business days of bar counsel's notice.

Respondent conditionally admits that his conduct, as set forth below, violated:

Count 1: Respondent violated Rule 42, Ariz. R. Sup. Ct., ER 1.4.

Count 2: Respondent violated Rule 42, Ariz. R. Sup. Ct., ERs 1.1, 1.2, 1.3, 1.4, 1.5, 3.2, and 8.4(d).

Count 3: Respondent violated Rule 42, Ariz. R. Sup. Ct., ERs 1.2, 1.3, 1.4 and 8.4(d).

Count 4: Respondent violated Rule 42, Ariz. R. Sup. Ct., ER 1.4.

Upon acceptance of this agreement, Respondent agrees to accept imposition of the following discipline: 60-day suspension, beginning on February 1, 2016. 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>1</sup> The State Bar's Statement of Costs and Expenses is attached hereto as Exhibit A.

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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.

## FACTS

### GENERAL ALLEGATIONS

1. Respondent was licensed to practice law in Arizona on December, 16, 2003.

#### COUNT ONE (File No. 14-0274/Smith)

2. In or around early October 2012, Douglas Smith paid Respondent \$2,500.00 to represent him in a divorce action.

3. While Respondent's billing records do not contain any telephone calls between Respondent and Client, Client alleges that he only spoke to Respondent two times for approximately five minutes each during the entire representation. Respondent's billing records demonstrate that Respondent sent Client one letter dated December 17, 2012.

4. In early January 2013, the parties reconciled and began living together.

5. On January 15, 2013, the Court scheduled a Resolution Management Conference for March 12, 2013. Respondent did not notify Client about the Resolution Management Conference until February 2013.

6. On February 19, 2013, counsel for wife filed a motion to vacate the Resolution Management Conference and dismiss the family case. On February 26, 2013, the parties submitted a *pro per* Stipulation to Dismiss the case. The Court entered an Order of Dismissal on or about March 2, 2013.

7. On or about March 24, 2013, Client sent Respondent a copy of the stipulation to dismiss and requested a return of the prepaid fee balance. While Client was successful in contacting Respondent's receptionist in April 2013, Client's repeated requests to talk to Respondent regarding an accounting and return of the

prepaid fees were to no avail. If this matter were to proceed to a contested hearing, Respondent would testify that he mailed the billing to Client in or around the second week of April 2013. Respondent would dispute that Client made repeated efforts to contact him about an accounting. Respondent's assistant would testify that she spoke to Client about his displeasure with the accounting after he received it in April 2013, but Client did not ask to speak to Respondent. Client denies this and claims he received the billing for the first time when it was provided by the State Bar in March 2015.

8. Respondent's billing showed that Client incurred fees during the representation which exceeded the prepaid amount by \$31.00 [approximately \$1,012.50 of the fees relate solely to legal research and the preparation of discovery in late December 2012].

9. While Respondent indicates that he provided A/CAP attorney Patricia Ramirez a copy of the billing statement in 2014, A/CAP records do not confirm that. Further, while A/CAP records also show that Ramirez attempted to follow up with Respondent on February 24, 2014, Respondent has no record of any follow-ups calls by Ms. Ramirez. The bar charge was not sent to Respondent until a year later, on or about February 12, 2015. Until that time, Respondent believed that the matter had been resolved in 2014, when he did not hear back from the State Bar. In his response to the State Bar investigation, Respondent provided the State Bar with a copy of a billing statement.

**COUNT TWO (File No. 14-0385/McQueen)**

11. On October 4, 2010, Client filed a *pro se* Petition for Dissolution of Marriage.

12. On December 23, 2010, a commissioner signed and filed a Consent Decree which had been signed by Client and his wife.

13. Although the petition for dissolution stated that Client "want[ed] the difference in the value of the real property and the vehicles," the Consent Decree did not mention, address or incorporate the Promissory Note. While Client's wife originally made payments on the note, she ultimately refused to make any more payments.

14. During or about August 2011, Client hired Respondent to collect the outstanding balance of the Promissory Note.

15. Despite the wording of the Consent Decree, Respondent believed that the parties' purported intention that the Promissory Note be included in the Consent Decree in order to equalize their property distribution, allowed him to pursue collection efforts in the dissolution action.

16. On October 28, 2011, Respondent filed a Petition for Order to Appear Re: Enforcement of Decree of Dissolution of Marriage which stated, in pertinent part:

- i. "The Decree apportions the joint property between them, but does not specifically reference the Promissory Note entered into by the parties to provide for an equalization of the value of the property to be retained by each of them."
- ii. "This Promissory Note is essentially a property settlement that should have been specifically incorporated by reference into the Decree of

Dissolution of Marriage, and would have had either party been represented by counsel.”

- iii. “Because that (Promissory Note) was part of the divorce, and because it disposes of marital property and contributes to the apportionment of assets set forth in the Decree of Dissolution of Marriage, the Court can enforce that (Promissory Note).”

17. On November 29, 2011, the court held a hearing where the court expressed concerns that the family court lacked jurisdiction over the claim for relief. The court reset the hearing to January 6, 2012.

18. On January 5, 2012, Respondent drafted a Summons, Complaint (for breach of contract), Certificate of Compulsory Arbitration, and a Civil Coversheet on Client’s behalf.

19. On January 6, 2012, Respondent filed a motion to vacate the hearing scheduled for that day and moved to withdraw the Petition for Order to Appear Re: Enforcement of Decree of Dissolution of Marriage. The court granted the motion that day. According to Respondent’s billing records, Respondent charged and collected fees and costs of One Thousand Twelve Dollars and Fifty Cents (\$1,012.50) for services solely related to his collection efforts in the family law case.

20. On June 6, 2012, Respondent reviewed, edited, and then filed the civil complaint against Client’s wife, which he originally drafted in January 2012 (*In re McQueen and McQueen*, Maricopa County Superior Court File No. CV2012-094273). Respondent signed the complaint under the date of January 27, 2012.

21. Respondent indicates that the delay between the drafting and filing dates occurred due in part to Client’s lack of interest in expeditiously pursuing the case.

Client denies that he ever expressed hesitation regarding collecting the balance of the Promissory Note and expected Respondent to pursue the collection as soon as possible.

22. On November 3, 2012, the court issued a 150-Day Order, which stated that certain action needed to be taken or the case would be dismissed on or after May 2, 2013.

23. On April 8, 2013, Respondent filed an Application and Affidavit for Entry of Default and a Motion to Continue Case on Inactive Calendar on Client's behalf. In the motion to continue, Respondent stated:

Counsel for [Client] practices almost exclusively in family law and was unfamiliar with the Court's electronic filing system. Counsel thought that he had filed the Application for Entry of Default in November of 2012[,] but it does not appear on the Court's docket.

24. Respondent is unable to provide an explanation for the delay in realizing that the default judgment had not been filed.

25. On April 15, 2013, the court granted Respondent's motion, continuing the case on the court's inactive calendar to June 10, 2013.

26. On May 7, 2013, Respondent filed a Motion and Affidavit for Entry of Judgment by Default without Hearing.

27. On August 6, 2013, the court ruled it would not take any action on Respondent's request for default judgment because default proceedings are held before a specified commissioner. The court stated in a Minute Entry that default judgment packets cannot be e-filed, pursuant to Administrative Order No. 2010-117, and that parties must hand-deliver the necessary documents to the commissioner's office.

28. On February 21, 2014, Respondent filed a Notice of Hearing, which stated that a hearing on the default was scheduled for March 3, 2014. Client's wife received and signed for the Notice of Hearing on February 26, 2014.

29. Respondent explained that the delay between the August 6, 2013, ruling and February 21, 2014, notice of hearing, was due in part to the holidays and to a difference in the interest rate contained in the contract and the post-judgment interest rate included in the proposed form of judgment.

30. On March 3, 2014, a Superior Court commissioner entered a judgment in Client's favor for \$23,000.00 plus attorney's fees and costs.

31. On September 3, 2014, Client filed a pro se Satisfaction of Judgment.

32. On September 8, 2014, the court entered a Minute Entry that stated that Respondent should have filed the satisfaction of judgment. It also stated:

The Court will preserve [Client's] statement of satisfaction of the judgment. However, the Court requests that counsel file a notice as to whether he has any objection to the pro per pleading and whether he is still attorney of record. If there is no objection, the satisfaction of judgment shall remain in effect.

33. While Respondent claimed that he informed his assistant to file a pleading, Respondent failed to file anything in response to the court's September 8, 2014, Minute Entry until he electronically filed a notice of no objection on January 23, 2015.

### **COUNT THREE (File No. 14-3052/Farthing)**

35. In or around 2012, Tamara Farthing (hereinafter referred to as "Grandmother") hired Respondent to represent her regarding certain matters involving the Child Protective Service (hereinafter referred to as "CPS") and her grandchildren.

36. The grandchildren were initially placed with Grandmother because her daughter (hereinafter referred to as "Mother") was purportedly addicted to methamphetamines, but later, were removed from Grandmother's home based upon purported contact with an individual accused of sexual misconduct with a minor.

37. Ultimately, Mother consented to the termination of her parental rights so that Grandmother could adopt the children. Respondent began and completed the adoption process on behalf of Grandmother.

38. In order to finalize an adoption, the Court must send a form to the Office of Vital Records to amend the birth certificate and identify the new parents.

39. On December 18, 2012, Grandmother contacted Respondent regarding her inability to obtain an amended birth certificate. According to Grandmother, the Office of Vital Records claimed that they had not received the necessary form from the Court.

40. Respondent responded that morning and indicated that he could submit a new form to the court to be signed and forwarded to the Office of Vital Records. After another round of emails that morning, Respondent indicated that Grandmother could take a certified copy of the adoption decree to the Office of Vital Records and "[i]f they need that other form we can figure it out."

41. Shortly thereafter, Grandmother sent an email providing contact information for a Pinal County Superior Court clerk who offered help and asked that the form be sent to her attention for expedited processing. The next morning, Grandmother sent an email providing more detail about the form that she needed, telling Respondent that Vital Records would not accept the adoption decree. In February 2013, Grandmother went to Respondent's office to discuss issues including,

but not limited to, documents for Grandmother's accountant and the amended birth certificate. Grandmother alleges that Respondent refused to see her and, instead, told his assistant to inform Grandmother that she could take all of the adoption documents to the Office of Vital Records herself.

42. In July 2014, Grandmother went to the Office of Vital Records and called Respondent. When Respondent answered the phone, Grandmother had an employee at the office explain to Respondent the forms and steps necessary to amend the birth certificates. Respondent indicated that he would take care of the forms that week.

43. Over the course of the next month, Grandmother was unsuccessful in contacting Respondent regarding the status of the birth certificate amendments.

44. On September 2, 2014, Grandmother sent Respondent an email memorializing her attempts to contact Respondent and his lack of response<sup>2</sup>.

45. Respondent had the form hand-delivered to the judge's legal assistant in early 2015 and it was forwarded to the Office of Vital Records.

#### **COUNT FOUR (File No. 15-0644/Robertson)**

50. On or about June 2, 2010, a Consent Decree of Annulment of Marriage was signed by the court prior to Respondent's involvement.

51. On or about February 4, 2011, the opposing party filed a Motion to Set Aside the Consent Decree alleging, *inter alia*, that Client forged his signature on the consent decree and concealed it from him.

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<sup>2</sup> In the email, Ms. Farthing states that she received two calls from Respondent's assistant. The first call was to schedule a telephonic appointment with Respondent, the second informed her that Respondent was running late. Ms. Farthing did not receive any further calls from Respondent or his assistant, but did receive an email on September 8, 2014, indicating that he would check into the status.

52. Client ultimately withdrew her objection to the request to set aside the consent decree, but the court ruled that it may consider the issue of the alleged forgery as it relates to *inter alia*, the possible award of attorney's fees."

53. The court also entered an order stating that "[i]f there are any changes in circumstances, such as moving or remarriage that make the existing order not feasible, the parties will renegotiate the terms of the parenting plan with the assistance of a mediator from Conciliation Services of the Maricopa County Superior Court or a private mediator, before bringing this action in Superior Court."

54. In or around March 2014, Client filed several *pro per* pleadings including, but not limited to, a Petition to Modify Custody, Parenting Time and Child Support, Petition for Contempt and a Notice of Non-Compliance. One of the primary issues contained in the pleadings related to a request to change the minor's school.

55. On or about April 17, 2014, the opposing party filed a Motion to Dismiss requesting an award of attorney's fees and costs as the pleadings were "not filed in good faith, was not grounded in fact or based in law, and constitutes harassment."

56. Respondent filed a Notice of Appearance and responsive pleading on June 9, 2014.

57. After further briefing and oral argument, the court granted the opposing party an award of attorney's fees and costs finding that Client filed pleadings which violated a prior court order governing parenting time.

58. In the September 18, 2014, minute entry, the court found that the pleadings relating to the request to change the minor's school "should have only required mediation or even referral to the Parenting Coordinator. The failure to abide

the court's order regarding the procedure for addressing such disputes is unreasonable."

59. Despite Client's request to object to the application for attorney's fees submitted by the opposing party and statements by Respondent that he planned to file an objection, Respondent did not file an objection.

60. In his response to the State Bar, Respondent stated that he did not file an objection to the attorney's fee application because after reviewing the application, he found opposing counsel's billing rate and time spent reasonable.<sup>3</sup> Respondent did not clearly explain to Ms. Robertson why he had made the decision not to file the requested objection.

61. In a decision dated January 26, 2015, the Court found that "[e]ach party has some culpability for progressing to a point where the legal fees have become a significant issue...[a]ny hardship arising from the necessity of the fees is therefore self-imposed...It appears to the Court that Mother's position was unreasonable given the requirements of the Court order and that the expenses incurred by (Father) to answer the various pleadings were necessary and reasonable to a point. The amount the Court finds that Petitioner should pay to Respondent is \$5,404.00."

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<sup>3</sup> Opposing counsel is a board certified specialist in family law and charged \$350/hr for his time, \$160.00/hr for his paralegal and \$150/hr for his legal assistant for a total of \$14,761.52 for services incurred since April 1, 2014.

### **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:

Count 1: Respondent violated Rule 42, Ariz. R. Sup. Ct., ER 1.4.

Count 2: Respondent violated Rule 42, Ariz. R. Sup. Ct., ERs 1.1, 1.2, 1.3, 1.4, 1.5, 3.2, and 8.4(d).

Count 3: Respondent violated Rule 42, Ariz. R. Sup. Ct., ERs 1.2, 1.3, 1.4, and 8.4(d).

Count 4: Respondent violated Rule 42, Ariz. R. Sup. Ct., ER 1.4.

### **CONDITIONAL DISMISSALS**

None.

### **RESTITUTION**

Respondent agrees to pay restitution in the following amounts:

Count 1: Nine Hundred Seventy Five Dollars (\$975.00) payable to Douglas Smith, and

Count 2: One Thousand Twelve Dollars and Fifty Cents (\$1,012.50) payable to Ralph McQueen.

### **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: 60-day suspension beginning on February 1, 2016.

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. Where more than violation has occurred, the Court has held that the sanction should be based upon the most serious conduct and the other violations should be considered as aggravating factors. The parties agree that the most serious conduct is the pattern of neglect.

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

**ER 1.2:** (Client Authority)/ **ER 1.3:** (Diligence)/ **ER 1.4:** (Communication)

Standard 4.42:

Suspension is generally appropriate when:

... (b) a lawyer engages in a pattern of neglect and causes injury or potential injury to a client.

The parties agree that Standards 4.53 and 6.23 are also implicated by the violations of ER 1.1 and 8.4(d) and may be considered as aggravating factors.

**The duty violated**

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

**The lawyer's mental state**

For purposes of this agreement, the parties agree that Respondent negligently failed to act competently, and diligently, failed to communicate with his clients, and engaged in conduct prejudicial to the administration of justice. The parties also agree that Respondent's conduct was in violation of the Rules of Professional Conduct.

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

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

**Aggravating and mitigating circumstances**

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

**In aggravation:**

A. *Standard 9.22(a)* prior disciplinary offenses:

Respondent was admonished and placed on probation on May 14, 2014, in File No. 13-0210 for violation of ER 1.2(a), ER 1.3, ER 1.4(a) & (b), and ER 8.4(d) (Respondent remains on probation).

Respondent was admonished and placed on probation on March 14, 2013, in File No. 12-0384 for violation of ER 1.3, ER 1.4, ER 1.15(d), ER 1.16(d), and ER 8.4(d) (probation completed).

B. *Standard* 9.22(c) pattern of misconduct;

C. *Standard* 9.22(d) multiple offenses.

**In mitigation:**

A. *Standard* 9.32(b) absence of a dishonest or selfish motive;

B. *Standard* 9.32(e) full and free disclosure to disciplinary board or cooperative attitude toward proceedings.

**Discussion**

The parties have conditionally agreed that, upon application of the aggravating and mitigating factors to the facts of this case, the presumptive sanction is appropriate.

The parties have conditionally agreed that a greater or lesser sanction would not be appropriate under the facts and circumstances of this matter. This agreement was based on the following:

Respondent has recently accepted employment in Utah and has expressed an interest in resolving all of the open State Bar matters currently pending. Based upon his prior disciplinary history for similar rule violations and the number of pending investigations, the parties agree that a short-term suspension of 60 days will afford the public adequate protection as well as allow Respondent to implement the necessary changes to his practice that will ensure compliance with the ethical rules should he decide at some point in the future to return to the practice of law.

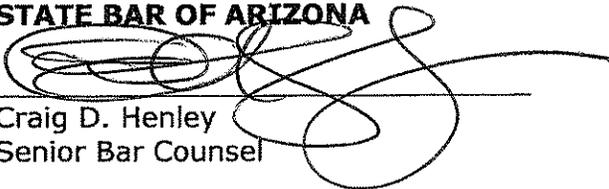
Based on the *Standards* and in light of the facts and circumstances of this matter, the parties conditionally agree that the sanction set forth above is within the range of appropriate sanction and will serve the purposes of lawyer discipline.

### 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 Short-Term Suspension and the imposition of costs and expenses. A proposed form order is attached hereto as Exhibit B.

**DATED** this 16<sup>th</sup> day of December 2015

**STATE BAR OF ARIZONA**

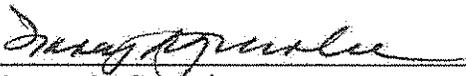
  
\_\_\_\_\_  
Craig D. Henley  
Senior Bar Counsel

**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.**

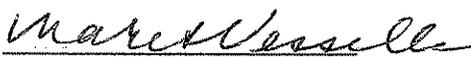
**DATED** this 15 day of December, 2015.

  
\_\_\_\_\_  
Timothy W. Steadman  
Respondent

DATED this 15<sup>th</sup> day of December, 2015.

  
Nancy A. Greenlee  
Counsel for Respondent

Approved as to form and content

  
Maret Vessella  
Chief Bar Counsel

Original filed with the Disciplinary Clerk of  
the Office of the Presiding Disciplinary Judge  
of the Supreme Court of Arizona  
this \_\_\_ day of December, 2015.

Copy of the foregoing emailed  
this 16<sup>th</sup> day of December, 2015, to:

The Honorable William J. O'Neil  
Presiding Disciplinary Judge  
Supreme Court of Arizona  
1501 W. 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 16<sup>th</sup> day of December, 2015, to:

Nancy A. Greenlee  
821 E Fern Drive North  
Phoenix, Arizona 85014-3248  
Email: [nancy@nancygreenlee.com](mailto:nancy@nancygreenlee.com)  
Respondent's Counsel

Copy of the foregoing hand-delivered  
this ~~16<sup>th</sup>~~ day of December, 2015, to:

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

by: Jales Stone  
CDH/ts

**EXHIBIT A**

## Statement of Costs and Expenses

In the Matter of a Member of the State Bar of Arizona,  
Timothy W. Steadman, Bar No. 022708, Respondent

File No(s). 14-0274, 14-0385, 14-3052, and 15-0644

### Administrative Expenses

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

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

### ***General Administrative Expenses for above-numbered proceedings***

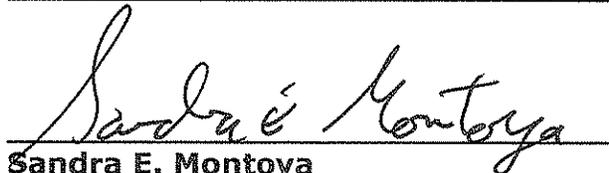
**\$1,200.00**

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

### **Staff Investigator/Miscellaneous Charges**

Total for staff investigator charges \$ 0.00

**TOTAL COSTS AND EXPENSES INCURRED** **\$1,200.00**

  
Sandra E. Montoya  
Lawyer Regulation Records Manager

12-16-15  
Date

**EXHIBIT B**

**BEFORE THE PRESIDING DISCIPLINARY  
JUDGE**

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

**TIMOTHY W. STEADMAN,**  
**Bar No. 022708,**

Respondent.

**PDJ 2015-9086**

**FINAL JUDGMENT AND ORDER**

[State Bar File Nos. 14-0274;  
14-3052; 14-0385; and 15-0644]

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, **Timothy W. Steadman**, is hereby suspended for a period of sixty (60) days for his conduct in violation of the Arizona Rules of Professional Conduct, as outlined in the consent documents, **effective on February 1, 2016.**

**IT IS FURTHER ORDERED** that, upon reinstatement, Respondent shall be placed on probation for a period of two years. In the event that Respondent resumes the practice of law in Arizona, it is further ordered that he shall notify the State Bar Compliance Monitor at (602) 340-7258, within 10 days of resuming the practice of law. Respondent shall submit to a Law Office Management Assistance Program (LOMAP) assessment and comply with any recommendations.

**IT IS FURTHER ORDERED** that Respondent shall be subject to any additional terms imposed by the Presiding Disciplinary Judge.

## **NON-COMPLIANCE LANGUAGE**

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

**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 shall pay restitution as follows:  
Count 1: Nine Hundred Seventy Five Dollars (\$975.00) payable to Douglas Smith,  
and  
Count 2: One Thousand Twelve Dollars and Fifty Cents (\$1,012.50) payable to Ralph McQueen.

**IT IS FURTHER ORDERED** that Respondent pay the costs and expenses of the State Bar of Arizona in the amount of \$1,200.00, within 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 December, 2015.

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

Original filed with the Disciplinary Clerk of  
the Office of the Presiding Disciplinary Judge  
of the Supreme Court of Arizona  
this \_\_\_\_\_ day of December, 2015.

Copies of the foregoing mailed/emailed  
this \_\_\_\_\_ day of December, 2015, to:

Nancy A. Greenlee  
821 E. Fern Drive North  
Phoenix, Arizona 85014-3248  
Email: [nancy@nancygreenlee.com](mailto:nancy@nancygreenlee.com)  
Respondent's Counsel

Copy of the foregoing emailed/hand-delivered  
this \_\_\_\_\_ day of December, 2015, 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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Lawyer Regulation Records Manager  
State Bar of Arizona  
4201 N 24<sup>th</sup> Street, Suite 100  
Phoenix, Arizona 85016-6266

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