

**BEFORE THE PRESIDING DISCIPLINARY  
JUDGE**

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

**KASEY C. NYE,**  
**Bar No. 020610**

Respondent.

**PDJ 2016-9090**

**FINAL JUDGMENT AND ORDER**

[State Bar No. 15-3110]

**FILED DECEMBER 20, 2016**

The Presiding Disciplinary Judge of the Supreme Court of Arizona, having reviewed the Agreement for Discipline by Consent filed on November 30, 2016, pursuant to Rule 57(a), Ariz. R. Sup. Ct., hereby accepts the parties' proposed agreement. Accordingly:

**IT IS ORDERED** Respondent, **Kasey C. Nye**, is reprimanded for his conduct in violation of the Arizona Rules of Professional Conduct, as outlined in the consent documents.

**IT IS FURTHER ORDERED** Mr. Nye shall be placed on probation for a period of two (2) years. The period of probation shall commence upon entry of this final judgment and order and shall conclude two (2) years from that date.

**IT IS FURTHER ORDERED** as a term of probation, Mr. Nye shall contact the State Bar Compliance Monitor at (602) 340-7258, within ten (10) days from the date of the final judgment and order to schedule a LRO MAP assessment. The Compliance Monitor shall develop terms and conditions of participation if the results of the assessment so indicate and the terms, including reporting requirements, shall be incorporated herein. The probation period will commence at the time of entry of the

final judgment and order and shall conclude two (2) years from that date. Mr. Nye shall be responsible for any costs associated with participation in LRO MAP.

**IT IS FURTHER ORDERED** as a term of probation, Mr. Nye shall participate in the State Bar's Fee Arbitration Program with Christopher Ansley. Mr. Nye shall contact the Fee Arbitration Coordinator at (602) 340-7379 within ten (10) days from the date of the final judgment and order to obtain the forms necessary to participate in Fee Arbitration. Mr. Nye shall file the necessary forms no later than thirty (30) days from the date of receipt of the forms. Mr. Nye shall have thirty (30) days from the date of the letter of the Fee Arbitration Coordinator to comply with the award entered in the Fee Arbitration proceeding.

**IT IS FURTHER ORDERED** Mr. Nye shall pay the costs and expenses of the State Bar of Arizona in the amount of \$1,282.93, 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 20th day of December, 2016

*William J. O'Neil*

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

Copies of the foregoing mailed/emailed  
this 20th day of December, 2016, to:

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Respondent's Counsel

Nicole S. Kasetta  
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State Bar of Arizona  
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by: [AMcQueen](#)

**BEFORE THE PRESIDING DISCIPLINARY  
JUDGE**

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

**KASEY C. NYE,**  
**Bar No. 020610**

Respondent.

**PDJ-2016-9090**

**DECISION AND ORDER  
ACCEPTING DISCIPLINE BY  
CONSENT**

[State Bar No. 15-3110]

**FILED DECEMBER 20, 2016**

Probable Cause was found on August 31, 2016 and the formal complaint filed on September 12, 2016. The parties filed their Agreement for Discipline by Consent, pursuant to Rule 57(a), Ariz. R. Sup. Ct. on November 30, 2016.

Rule 57 requires admissions be tendered solely "...in exchange for the stated form of discipline...." Under that rule, the right to an adjudicatory hearing is waived only if the "...conditional admission and proposed form of discipline is approved...." If the agreement is not accepted, those conditional admissions are automatically withdrawn and shall not be used against the parties in any subsequent proceeding. Mr. Nye has voluntarily waives the right to an adjudicatory hearing, and waives all motions, defenses, objections or requests that could be asserted upon approval of the proposed form of discipline.

Notice of this Agreement and an opportunity to object as required by Rule 53(b)(3), Ariz. R. Sup. Ct., was provided to the complainant by letter on October 31, 2016. No objections have been filed. The Agreement details a factual basis to support the conditional admissions. Mr. Nye conditionally admits he violated Rule

42, ERs 1.3 (diligence), 1.4 (communication), 1.5 (fees), 1.15 (safekeeping property), 8.1(b) (failure to respond), 8.4(d) (conduct prejudicial to the administration of justice) and Rule 54(d) (refusal to cooperate). The agreed upon sanctions include reprimand, two (2) years of probation (LRO MAP), fee arbitration and the payment of costs within thirty (30) days).

Mr. Nye represented a non-borrowing client and his entities in a bankruptcy matter. Thereafter, Mr. Nye failed to adequately communicate and diligently represent his clients. Specifically, Mr. Nye failed to timely draft documents to be filed with the court prior to a scheduled bankruptcy hearing. The client further disputed Mr. Nye's fee. In spite of this, Mr. Nye applied the \$20,000.00 payment from the trust to his invoice amount. The PDJ notes the admission of a violation of ER 1.5 is established for purposes of the consent only and shall not be an admission of liability in the fee agreement.

Rule 58(k) provides sanctions shall be determined in accordance with the *American Bar Association Standards for Imposing Lawyer Sanctions*, ("Standards").

The parties agree *Standard* 4.42 applies to Mr. Nye's violation of ER 1.3 and 1.4 and provides:

- Suspension is generally appropriate when:
- (a) a lawyer knowingly fails to perform services for a client and causes injury or potential injury to a client, or
  - (b) a lawyer engages in a pattern of neglect and causes injury or potential injury to a client.

*Standard* 4.12 applies to Mr. Nye's conditional admission in violating ER 1.5 and provides:

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

*Standard 7.2* applies to Mr. Nye's violation of ER 8.1(b) and Rule 54 and provides:

Suspension is generally appropriate when a lawyer knowingly engages in conduct that is a violation of a duty owed as a professional and causes injury or potential injury to a client, the public, or the legal system.

Mr. Nye violated his duty to his client and the legal profession causing potential harm to the client and to the profession. The presumptive sanction is suspension.

The parties agree the following aggravating factors under the *Standards* are present in the record: 9.22(e) (bad faith obstruction of disciplinary proceeding by failing to comply with rules/orders of the disciplinary agency) and 9.22(i) (substantial experience in the practice of Law). In mitigation, the parties stipulate *Standards* 9.32(a) (absence of a prior disciplinary record), 9.32(c) (personal or emotional problems), and 9.32(g) (character or reputation) are present. Mr. Nye provided evidence to support his personal and emotional problems sealed by protective order on December 2, 2016, and character letters to support his character and reputation.

The personal or emotional problems of Mr. Nye were and are significant and include a wide breadth of circumstances from familial division to death and to his personal substantial and debilitating health issues that offer insight into why he likely never could have started or completed the legal tasks for which he was paid. It appears to be the position of the parties that Mr. Nye was unstable, overwhelmed, unable to perform his tasks and financially desperate. This does not excuse his ethical failings, including his failure to respond to the State Bar. It does however offer insight. Mr. Nye has stipulated his misconduct, including his inability to do the legal work he was contracted to do, was "a result of Respondent's personal or emotional problems." The court is concerned Mr. Nye wants the benefit of his substantive personal and emotional problems in mitigation, yet appears to avoid the reality of

those personal and emotional problems. They curtailed his services to his client and resulted in the absence of performance admittedly contrary to the client's best interests. Mr. Nye could not undertake the responsibilities he agreed to do at an important stage of the litigation. When most needed, he did no work due to those personal and emotional problems. For the client there is no difference between unable and unwilling. There was both an absence of work product and a failure of explanation. At the critical stage Mr. Nye was least diligent and unable to apply himself to either the facts or the law. Whatever skill or knowledge he had was rendered meaningless to the client. That he does not want the reality of those personal and emotional facts to form the basis of an admission in arbitration to ER 1.5(a) is a troubling desire to "have your cake and eat it too" attitude formed of an unwillingness to own his misconduct in a meaningful way.

Notwithstanding, his emotional and personal problems forms a basis for an admission in discipline. Upon consideration of the mitigating factors, the PDJ agrees a reduction in the presumptive sanction of suspension is appropriate. The Presiding Disciplinary Judge finds the proposed sanctions of reprimand and probation meets the objectives of attorney discipline. The Agreement is therefore accepted.

**IT IS ORDERED** incorporating the Agreement and any supporting documents by this reference. The agreed upon sanction are: reprimand, two years of probation (LRO MAP and fee arbitration), and the payment of costs and expenses of the disciplinary proceeding totaling \$1,282.93, to be paid within thirty (30) days from the date of the final judgment and order. There are no costs incurred by the office of the presiding disciplinary judge.

**IT IS FURTHER ORDERED** the Agreement is accepted. Costs as submitted are approved for \$1,282.93. A final judgment and order is signed this date.

**DATED** this December 20, 2016.

*William J. O'Neil*

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

COPY of the foregoing e-mailed/mailed on December 20, 2016, to:

Nicole S. Kasetta  
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OFFICE OF THE  
PRESIDING DISCIPLINARY JUDGE  
SUPREME COURT OF ARIZONA

NOV 30 2016

FILED  
BY 

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**BEFORE THE PRESIDING DISCIPLINARY  
JUDGE**

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

**KASEY C. NYE  
Bar No. 020610**

Respondent.

**PDJ 2016-9090**

State Bar File Nos. **15-3110**

**AGREEMENT FOR DISCIPLINE BY  
CONSENT**

The State Bar of Arizona, through undersigned Bar Counsel, and Respondent, Kasey C. Nye, who is represented in this matter by counsel, Denise M. Quinterri, hereby submit their Agreement for Discipline by Consent, pursuant to Rule 57(a), Ariz. R. Sup. Ct. 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 by letter on October 31, 2016. Complainant has been

notified of the opportunity to file a written objection to the agreement with the State Bar within five (5) business days of bar counsel's notice. Copies of Complainant's objections, if any, have been or will be provided to the presiding disciplinary judge.

Respondent conditionally admits that his conduct, as set forth below, violated Rule 42, ERs 1.3, 1.4, 1.5(a), 1.15, 8.1(b), and 8.4(d), and Rule 54(d), Ariz. R. Sup. Ct., and that Rule 43(d)(3), Ariz. R. Sup. Ct., applies. Upon acceptance of this agreement, Respondent agrees to accept imposition of the following discipline: Reprimand with two (2) years of probation to include participation in the Member Assistance Program (LRO MAP) and fee arbitration. 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.

## **FACTS**

### **GENERAL ALLEGATIONS**

1. Respondent was licensed to practice law in Arizona on October 23, 2000.

#### **COUNT ONE (File no. 15-3110/ Ansley)**

2. Christopher Ansley ("Ansley") owned certain entities that were involved in commercial mortgage-backed security loans.

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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.

3. One of these entities, Starr Pass Resort Developments, LLC ("Starr Pass Resort" or "Borrower"), defaulted on a loan and was involved in litigation in Pima County Superior Court regarding the same.

4. The litigation was commenced on October 31, 2011 by U.S. Bank National Association ("Lender").

5. On June 12, 2014, the Borrower filed for chapter 11 bankruptcy.

6. Attorney Jody Corrales ("Corrales") represented the Borrower in the bankruptcy proceedings. Bruce Rohde, a Denver attorney, represented Ansley's entities in the Pima County Superior Court case, under a *pro hac vice* admission.

7. On September 14, 2015, the Pima County Superior Court found in favor of the Lender and against the Borrower. The Pima County Superior Court further ruled that other non-borrowing entities that Ansley owned were the alter-egos of the Borrower ("Trial Ruling"). These non-borrowing entities included Star Pass Redevelopment, L.L.C. ("Starr Pass Redevelopment"), Starr Pass Residential LLC ("Star Pass Residential"), and Starr Pass Master Homeowners Association, L.L.C. ("Starr Pass Master") (collectively "non-borrowing entities").

8. Corrales recommended that Ansley retain Respondent as co-counsel to represent the non-borrowing entities in the bankruptcy. Respondent was also to assist Corrales in trying to address the September 14, 2015, ruling of the Pima County Superior Court regarding the non-borrowing entities.

9. Ansley met with Respondent and Corrales on October 23, 2015 to introduce Respondent to the various business and legal problems facing Starr Pass Residential and the other Ansley Entities after the Trial Ruling and to discuss the bankruptcy case.

10. At this meeting, several possible strategies were discussed. Respondent suggested consolidating the Borrower's estate with two of the non-borrowing entities' estates.

11. At this meeting, Ansley, Respondent, and Corrales also discussed which entities Respondent should represent.

12. Respondent left the meeting tasked with researching certain strategies and analyzing which entities he should represent.

13. On October 30, 2015 and November 2, 2015, Ansley, Corrales, and Respondent met again. They eventually decided that Respondent would represent Starr Pass Redevelopment and Starr Pass Master.

14. On November 2, 2015, Respondent provided Ansley an "hourly engagement agreement" identifying the scope of the representation as follows: "[R]epresent Clients regarding resolving claims against them resulting from the Arizona Superior Court's September 14, 2015 ruling that Clients are alter egos of Starr Pass Resorts Developments, LLC. The legal services contemplate settling such claims with the Debtor in Starr Pass Residential LLC's Chapter 11 Reorganization Case. . . ." The engagement agreement provides for an "advance deposit of \$20,000 to be held in trust and applied to invoices. . . ." The hourly rate for Respondent is identified as \$325 but the engagement agreement also lists a "budget billing rate" of \$275 for Respondent.

15. The engagement agreement contains a paragraph titled "budget billing program" which states: "Client may elect to participate in Budget Billing Program to take advantage of lower hourly rates and in order [to] have a more predictable payment arrangement. Under the Budget Billing program, beginning the last business

day of the calendar month more than 45 days after executing this agreement, Client will pay a flat monthly deposit of \$5,500 into [Respondent's] IOLTA Trust account by an automatic recurring ACH or credit or debit card Law Pay Payment. Client will authorize [Respondent] will [sic] withdraw down up to the full amount due to it for services and costs from the Advance Deposit from Client funds then held in trust upon issuing each invoice."

16. The engagement agreement provides for arbitration of fee disputes through the State Bar.

17. On November 2, 2015, Ansley emailed Respondent the following: "I thought we had agreed on \$20,000 advance and \$2,500 per month with the rest coming at the sale."

18. Respondent replied by writing "Deal."

19. On the same day, Ansley provided Respondent the \$20,000.

20. On November 4, 2015, Ansley and Respondent spoke by telephone about strategy and status of the work to date. Respondent promised Ansley that he would provide him a draft of certain documents by the end of the day.

21. The draft documents that Respondent agreed to provide Ansley that day included a draft motion for an injunction to prevent the sale of a certain asset, a motion to approve settlement, and a motion to approve sale, marketing, and bidding procedures.

22. Respondent also agreed at the November 2nd meeting to review and revise a motion for "substantive consolidation" that Corrales was to draft.

23. On November 4, 2015, Ansley emailed Corrales and confirmed his conversation with Respondent. Ansley wrote: "Just spoke with Kasey and I told him

you would have drafts out after lunch. He promised his drafts by the end of the day. I told him that I would like to file tomorrow."

24. Respondent failed to provide Ansley drafts of the documents that day.

25. On November 5, 2015, Ansley spoke with Respondent and also met with Respondent in person. Respondent promised to spend the entire next day working on completing drafts of the above documents.

26. On the same date, Corrales emailed Respondent a draft of the motion for substantive consolidation and asked him to review the draft motion.

27. On November 6, 2015, Ansley called Respondent twice to inquire about the draft documents but Respondent did not return his calls. Respondent did have three telephone conversations with Corrales, and worked on her draft substantive consolidation motion. On Saturday, November 7, 2015, Ansley again called Respondent asking for the drafts to be completed that day. Respondent states that he and Ansley disagreed about which filings to prioritize. Ansley states that Respondent promised to complete the drafts and email them to Ansley by the end of the day.

28. At 5:54 a.m. that same date, Corrales sent Respondent a lengthy email, "to regroup from our meeting last Monday." The email included the following: "I was to draft the Motion for Substantive Consolidation, the amended Plan and Disclosure Statement, the Application to employ the brokerage firm and the Motion to Limit the Credit Bid. I have completed the bulk of these assignments. You were to draft the 9019 Settlement Agreement, the Motion to Sell under 363(f) and the adversary complaint for temporary injunction. I think we all agree that the most important thing to get on file in terms of your tasks is the complaint in the adversary. [Ansley] and I

would like to know the status of that. [. . .] Yesterday, you told me you were going to get me your revisions to the substantive consolidation motion. I look forward to receiving those today. [. . .] It is important that we have these on file as soon as possible so [the bankruptcy court] can begin reviewing these pleadings first thing Monday morning. Likewise, it is important for you to file your NOA in the administrative case on behalf of Redevelopment and HOA and get the adversary complaint on file before Monday morning. [. . .] Kasey, thank you so much for everything. You are the brain child behind this operation and Chris and I are pleased to have you on board."

29. Corrales copied Ansley on this email and Ansley replied to Corrales as follows: "Thanks for dealing with this issue head on. I think I will wait until later this morning to weigh in to [Respondent] so he doesn't feel alienated. Perhaps a stern phone call will make [Respondent] understand that he is either in or out."

30. Corrales replied to Ansley: "I woke up this morning thinking that we can't wait around for [Respondent]. We need to move and either he is on board or he is not. I hope he is but he shows no sense of urgency and that is what is most troubling."

31. At 1:03 p.m. that day, Respondent emailed Ansley and Corrales and wrote: "My view of things is that we need the best work product we can generate under the circumstances and that some things are higher priorities than others. My triage list is as follows: 1. Emergency Motion for Substantive consolidation. [. . .] 2. 105 Injunction Adversary Proceeding-TRO to prevent trustee's sale of Resort. 3. Employment Applications for Law Firm and CBRE[.] 4. Motion to approve settlement[.] 5. Motion to approve sale, marketing, and bidding procedures. [. . .]"

For me the amended plan and disclosure statement can trail by some time. I believe we need to file the first 3 by sometime on Monday" before a Tuesday, November 10, 2015 bankruptcy court hearing at 1:30 p.m.

32. Corrales replied that she agreed with Respondent that "items 1-3 are priority. However, I believe we should get those on file by tomorrow night. We don't want to be doing things at the last minute on Monday. Kasey, I can take responsibility for items 1 and 3 if you can assure us that you have item #2 finalized by tomorrow night so I can file it."

33. Ansley replied and wrote: "I must agree with [Corrales] on getting 1-3 items filed by Sunday evening. On reflection of the many, many deadlines that lawyers have subjected me to, I swore I would never go through another fire drill and this is what it is turning out to be—Last Monday we set Thursday as a target date, then on Thursday, late Friday was doable, now next week seems more likely. Let's just get it done and filed by tomorrow night. I expect draft[s] to be coming to me for review this afternoon."

34. At 2:47 p.m., Respondent replied with a lengthy email in which he detailed his reasoning in "legal and tactical context", including his preference for filing on Tuesday morning.

35. Ansley emailed Respondent and disagreed with his proposed timetable. Ansley wrote: ". . . it is not what has been discussed previously. Forgive me for pushing for the target dates that we previously have discussed and agreed to, but I have been down this road before. It is now 3:00 p.m. and as recently as this morning you promised to have drafts to me this afternoon for review. . . . I would still like to have items 1-3 filed by this Sunday evening."

36. Respondent did not respond to this email.

37. Accordingly, on Sunday, November 8, 2015, Ansley emailed Respondent the following: "You have not responded to my last email [. . .]. Please let me know whether you are prepared to assist in filing items 1-3 [. . .] later today or at the latest before 8:00 AM Monday, as we previously discussed. Item 1 is the Motion for Substantive Consolidation that you have had various drafts since last Wednesday and have discussed with [Corrales], but have not sent any written comments to be considered. Item 2 is the 105 Injunction and TRO [. . .] which [Corrales] is now drafting. Item 3 is the terms of the CBRE contract and an outline of their marketing a [sic] sales strategy [. . .]. I agree that the filing of item 4&5 should lag (as you suggest), as CBRE will need Marriott's 2016 budget and business plan [. . .]."

38. Respondent did not respond to Ansley's email questions.

39. Instead, on that same date at 5:39 p.m., Respondent emailed Ansley and provided him revisions to the motion for substantive consolidation. Respondent informed Ansley: "I am off to . . . honor my younger brother who died on Septemebr [sic] 1<sup>st</sup> this year. I am available to discuss on the morning starting at 7:45 a.m."

40. Because Respondent did not draft the motion for an injunction, Corrales drafted the motion for an injunction and filed it, along with the motion for substantive consolidation. Specifically, on November 9, 2015 at 12:12 p.m., Corrales advised Respondent that she filed "the attached Motion and TRO this morning."

41. On November 9, 2015, Ansley called Respondent and left a voice mail message with him.

42. Ansley spoke with Respondent the next morning, November 10, 2015. Respondent insisted that he attend the bankruptcy hearing that day. Respondent

believed the risk was high that relief from stay would be granted, and that an in-person explanation of the new direction was necessary to keep the stay from being lifted.

43. In an email dated November 10, 2015, at 9:55 a.m., Corrales wrote to Respondent: "I don't think it is wise from a strategy perspective for you to attend in person today. I see the benefit in that you can have face time with Judge Sala and convey the direction the case is going in [order] to convince him not to lift the stay but we all know that he is not going to lift the stay today anyway. [. . .] Frankly, I don't see how it is worth your time to drive up to Phoenix for a 5-minute hearing today when we are going to have to drive up there next week. [. . .] Also, I really wanted to get your Employment App on file but I can't do that until [Ansley] gives me the green light. I think it would be odd for you to show up before we have had a chance to get that on file. That is why [Ansley] and I wanted to have your employment application on file yesterday morning-so we wouldn't be doing things last minute." Corrales commented that Ansley had not yet reviewed the documents [Respondent] sent him, and "does not want you to drive to Phoenix until the fee stuff is sorted out."

44. Respondent disagreed with Corrales that he should not attend the hearing. Respondent emailed Ansley on the same date, at 10:37 a.m., and wrote: "This is another HUGE red flag for me on two levels. First, what are the fee agreement issues? Let's hammer it out. [. . .] Second, this is the second time in 48 hours that you Chris are overruling me and the judgment I am being hired to bring to the case [. . .]. [. . .] So here's the deal, we either agree to economic terms and I go to Phoenix, or we don't and I don't represent you. I've got plenty of other work. We

can figure out what I am going to be paid for work to date. I am not going to play these games.”

45. Corrales responded at 11:34 and wrote: “I don’t understand why you feel it is so important to attend a 5-minute preliminary hearing in person when the sole purpose of that hearing is to set a date for a final hearing? [. . .] In all fairness to [Ansley], he wanted to file the 363 sale motion and the settle[ment] agreement at the same time as the TRO complaint and motion for substantive consolidation, and we had all agreed that those items would be field by Monday morning at the latest. However, you had not gotten us drafts of anything when you said you would over the weekend. [. . .] Further, you stated yourself that all we needed to file before the preliminary hearing on stay relief is the TRO, consolidation motion and employment applications. Now, you are criticizing us for not getting everything filed at the same time (363 motion and settlement agreement). The only reason we couldn’t file everything at the same time is because you didn’t draft the documents you said you would draft. [. . .] Kasey, I have repeatedly told you this and I will say it again, we need you as part of the team. However, you have to understand that you cannot solely make the decisions.”

46. At 12:49 p.m., 41 minutes before the scheduled hearing, Ansley responded at length with his arguments concerning the fee agreement, and his frustration with Respondent over the previous week. He concluded by stating: “If you would like to continue to work on this case and wish to discuss these issues further, please call. If not, please send me the hours which you have productively spend [sic] with the appropriate back up for my review and settlement.”

47. At 2:37 p.m., Respondent replied: "I am working on catching upon on . . . some other matters in my pending cases and will resond [sic] later today."

48. At 2:41 p.m., Corrales emailed Respondent and Ansley, informing them that at the hearing, the Bankruptcy Judge ordered the automatic stay lifted. Corrales and Respondent then spoke at 2:43 p.m. Respondent states that during this call, Corrales asked Respondent to reconsider continuing the representation, and Respondent stated he would think about it.

49. On November 11, 2015, Ansley emailed Respondent and requested that they determine whether Respondent would be working on the bankruptcy case or not.

50. Respondent telephoned Ansley and left a voicemail shortly after receiving the email. Ansley responded by email at 6:48 p.m., as follows: "Let's talk tomorrow morning, as I was 2 under par and to celebrate, had a couple of scotches. I will phone you about 9:00."

51. On November 13, 2015, Ansley spoke with Respondent. Respondent informed Ansley that he would not assist Ansley with the bankruptcy case and that he would deliver to Ansley an invoice and supporting documents for the time that he worked on the case.

52. Respondent confirmed the same in an email, stating he would deliver the invoice, a refund of the unearned fees, and Ansley's file "before the close of business today."

53. Later on November 13, 2015, Respondent emailed Ansley that due to work in another case, he would instead get the invoice and materials to Ansley the following day around noon.

54. Respondent did not do so and, therefore, Ansley emailed Respondent on November 15, 2015.

55. Respondent did not respond to this email.

56. On November 18, 2015, Ansley emailed Respondent the following: "Five days have passed now since you promised to deliver the material we discussed last Friday. Would it be helpful to you if I had someone pick-up the material at your office."

57. Respondent did not respond to this email.

58. Ansley emailed Respondent again on November 19, 2015 and wrote: "I would appreciate a response."

59. Respondent did not respond to this email.

60. On November 21, 2015, Ansley again emailed Respondent and wrote: "Unless you provide me with all the materials you promised to deliver last Friday (a week ago) including an invoice with supporting documentation, a refund of the \$20,000 Deposit check that was to be placed in your trust account, and the corporate formality documents for Starr Pass . . . and the other documents regarding the various parcels of property, I will have no other choice but to file a complaint with the State Board. Please give me a call so we can set up a meeting and settle this matter in a reasonable manner."

61. On November 24, 2015, Ansley emailed Corrales attaching his bar charge against Respondent.

62. On the same date, Corrales emailed Respondent advising him to contact Ansley "ASAP to resolve the issue before the state bar gets involved." Corrales wrote: "I am sure [Ansley] will withdraw his bar charge if you provide him with your invoice

and the remainder of the retainer funds. I wanted to give you a heads up so you're not caught off guard when someone from the bar contacts you. Let me know if I can help in any way."

63. On November 25, 2015, Respondent emailed Ansley and wrote: "I have been ignoring you. I apologize for that. All of the materials invoice and check will be delivered to [you] by 5 pm today."

64. On November 25, 2015, Respondent emailed Ansley an invoice showing charges from October 23, 2015 through November 9, 2015.

65. The invoice is for \$13,250 and shows \$6,480 remaining in Respondent's trust account. Some of the entries on the invoice include "[w]ork on strategy", research and review of case law, "work on settlement agreement", telephone conferences or meetings, and drafting a motion to consolidate.

66. In the email attaching the invoice, Respondent advised Ansley that I have "applied the \$20,000 from trust to the invoiced amount."

67. On the same date, Ansley responded and informed Respondent that he could not "touch" the \$20,000 in his trust account and wrote: ". . . we can either discuss and agree on the actual productive time you spent or I will file another complaint with the State Bar and we can argue this most unreasonable invoice."

68. On the same date, Respondent replied attaching certain work product he drafted including a settlement agreement and a redline of a motion for consolidation.

69. On November 27, 2015, Ansley emailed Respondent and wrote: "You have requested that I identify the adjustments in writing that I feel are appropriate." Ansley then summarized the items in Respondent's invoice that he deemed inappropriate.

70. On November 30, 2015, Respondent emailed Ansley and offered to settle by returning to Ansley \$7,850. Respondent wrote: "This is my final offer to compromise the dispute we have regarding my fees. This offer is also conditioned on us executing a mutual release of claims against each other, and you agreeing to withdraw any complaints you have made to the State Bar. If you reject this offer, we will need to resolve this via the State Bar's fee arbitration procedure."

71. On December 1, 2015, Ansley emailed Respondent: "To be clear, the decision to not use your services was made because you did not produce any of the Motions that you agreed would be your responsibility to produce, notwithstanding postponing the filing date."

72. Ansley offered to resolve the matter by agreeing to "30 hours at the agreed rate of \$275" and wrote "[i]f you don't accept this, then I will file for arbitration immediately."

73. On December 3, 2015, Ansley emailed Respondent: "If I don't hear from you on my last offer by the close of today, I will have no other choice but to file for arbitration with the State Bar."

74. On December 4, 2015, Respondent responded: "Let's go to arbitration then. I am delivering your binder along with a check returning \$6,480 this afternoon to Jody's office."

75. On December 7, 2015, Respondent provided Ansley a refund of \$6,480.

76. On or about December 16, 2015, Ansley filed for fee arbitration with the State Bar.

77. Respondent failed to respond or otherwise participate in fee arbitration.

78. On February 19, 2016, the fee arbitration coordinator closed the matter because of Respondent's nonparticipation.

79. Intake bar counsel attempted to follow up with Respondent to reiterate to Respondent that he had to participate in fee arbitration but Respondent did not respond to intake bar counsel.

80. On April 4, 2016, bar counsel sent Respondent a screening letter requesting a response by April 25, 2016.

81. Respondent did not respond to the screening letter by April 25, 2016.

82. On April 29, 2016, bar counsel sent Respondent a second letter requesting a response to the screening letter within ten days.

83. Respondent did not respond to this second letter.

84. On May 9, 2016, bar counsel left Respondent a voicemail message regarding his failure to respond.

85. Respondent did not return bar counsel's phone call.

86. On June 2, 2016, the State Bar served a subpoena on Respondent mandating that he respond to the bar charge and produce his file by June 15, 2016 at 9:30 a.m.

87. Respondent failed to do so by June 15, 2016.

88. On June 17, 2016, bar counsel sent Respondent an email regarding his failure to comply with the subpoena and informing him that she would file a motion for contempt if he did not respond to the subpoena by June 20, 2016.

89. On June 20, 2016, Respondent delivered documents but did not provide a response to the bar charge.

90. In a letter dated June 20, 2016 to bar counsel, Respondent wrote: "My detailed response to the allegations to the complaint . . . will be forthcoming by e-mail this evening, with the original being sent overnight courier. I apologize for my delay in getting this to you. Over the last 4-5 weeks[,] I have been distracted by the final stages of my divorce, the decree for which was entered today. I commit to being much more responsive to you in the future."

91. Despite his contention that he would be more responsive, Respondent never responded to the bar charge.

92. On June 29, 2016, bar counsel emailed Respondent and requested copies of his trust account statements showing when he deposited and disbursed the \$20,000 from Ansley.

93. Respondent did not respond to bar counsel's June 29, 2016 email or otherwise provide bar counsel the requested records.

### **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 1.3, 1.4, 1.5(a), 1.15, 8.1(b), and 8.4(d), and Rule 54(d), Ariz. R. Sup. Ct., and that Rule 43(d)(3), Ariz. R. Sup. Ct., applies.

The parties agree that Respondent is conditionally admitting the ER 1.5(a) violation for purposes of the consent only, and the State Bar affirms that this is not to be used as an admission of liability in the fee arbitration.

## **CONDITIONAL DISMISSALS**

The State Bar has conditionally agreed to dismiss the ER 1.2(a) allegation in exchange for this consent and because ER 1.3 more accurately addresses the misconduct.

## **RESTITUTION**

Restitution is not an issue in this matter; however, Respondent agrees to participate in fee arbitration with Ansley. As noted above, the parties agree that Respondent is conditionally admitting the ER 1.5(a) violation for purposes of the consent only, and the State Bar affirms that this is not to be used as an admission of liability in the fee arbitration.

## **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 two (2) years of probation to include participation in the Member Assistance Program (LRO MAP) and fee arbitration.

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

## **LRO MAP**

Respondent shall contact the State Bar Compliance Monitor at (602) 340-7258, within ten (10) days from the date of entry of the final judgment and order to schedule an assessment. The Compliance Monitor shall develop terms and conditions of participation if the results of the assessment so indicate and the terms, including reporting requirements, shall be incorporated herein. The probation period will commence at the time of entry of the final judgment and order and will conclude two

(2) years from that date. Respondent will be responsible for any costs associated with participation in LRO MAP.

### **FEE ARBITRATION**

Respondent shall participate in the State Bar's Fee Arbitration Program with Ansley. Respondent shall contact the Fee Arbitration Coordinator at (602) 340-7379 within ten (10) days from the date of entry of the final judgment and order to obtain the forms necessary to participate in Fee Arbitration. Respondent shall file the necessary forms no later than thirty (30) days from the date of receipt of the forms. Respondent shall have thirty (30) days from the date of the letter of the Fee Arbitration Coordinator to comply with the award entered in the Fee Arbitration proceeding.

### **NON-COMPLIANCE LANGUAGE**

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

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

In determining an appropriate sanction, the parties consulted the American Bar Association's *Standards for Imposing Lawyer Sanctions (Standards)* pursuant to Rule 57(a)(2)(E). The *Standards* are designed to promote consistency in the imposition of

sanctions by identifying relevant factors that courts should consider and then applying those factors to situations where lawyers have engaged in various types of misconduct. *Standards* 1.3, Commentary. The *Standards* provide guidance with respect to an appropriate sanction in this matter. *In re Peasley*, 208 Ariz. 27, 33, 35, 90 P.3d 764, 770 (2004); *In re Rivkind*, 162 Ariz. 154, 157, 791 P.2d 1037, 1040 (1990).

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

The parties conditionally agree that *Standard* 4.42 applies given the facts and circumstances of this matter. *Standard* 4.42 provides that suspension is generally appropriate when "a lawyer knowingly fails to perform services for a client and causes injury or potential injury to a client." Respondent knew that Corrales and Ansley wanted to file certain documents with the bankruptcy court by a specified date and before a bankruptcy court hearing scheduled for November 10, 2015. Respondent, however, did not timely draft these documents.

The parties further conditionally agree that *Standard* 4.12 applies. *Standard* 4.12 provides that suspension "is generally appropriate when a lawyer knows or should know that he is dealing improperly with client property and causes injury or potential injury to a client." Respondent knew that Ansley disputed Respondent's fee but Respondent applied Ansley's \$20,000 payment "from trust to the invoiced amount."

The parties agree that *Standard 7.2* applies given the facts and circumstances of this matter. *Standard 7.2* provides that suspension "is generally appropriate when a lawyer knowingly engages in conduct that is a violation of a duty owed as a professional, and causes injury or potential injury to a client, the public, or the legal system." Respondent knowingly failed to respond to the bar charge. Respondent knowingly failed to completely respond to the subpoena that the State Bar served on him in that Respondent failed to ever provide a response to the bar charge. Respondent also knowingly failed to respond to bar counsel's email requesting trust account records from him.

**The duty violated**

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

**The lawyer's mental state**

For purposes of this agreement, the parties agree that Respondent knowingly failed to perform services for Ansley, knowingly dealt improperly with Ansley's property, knowingly failed to respond to the State Bar, and that his conduct was in violation of the Rules of Professional Conduct.

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

For purposes of this agreement, the parties agree that there was potential harm to Ansley and his entities and to the profession.

**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:**

*Standard 9.22(e)*, bad faith obstruction of the disciplinary proceeding by intentionally failing to comply with rules or orders of the disciplinary agency. Respondent failed to respond to the bar charge, failed to completely respond to a subpoena the State Bar served on him, and failed to respond to the State Bar's request for trust account records.

*Standard 9.22(i)*, substantial experience in the practice of law. Respondent has been admitted to practice law in Arizona since 2000.

**In mitigation:**

*Standard 9.32(a)*, absence of a prior disciplinary record.

*Standard 9.32(c)*, personal or emotional problems. Respondent is filing contemporaneous with this Agreement for Discipline by Consent documentation summarizing certain personal problems he incurred in 2015. Respondent is filing this documentation under seal along with a motion for a protective order.

*Standard 9.32(g)*, character or reputation. Character letters are attached as Exhibit B.

**Discussion**

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

This agreement was based on the following: While the presumptive sanction is a suspension, the State Bar gives great weight to Respondent's lack of a disciplinary history. Additionally, Respondent has documented substantial mitigation in the form of personal or emotional problems. Given Respondent's lack of disciplinary history

and his personal or emotional problems, it appears that Respondent's misconduct described above is isolated and a result of Respondent's personal or emotional problems.

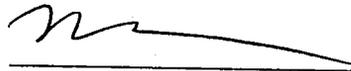
Based on the *Standards* and in light of the facts and circumstances of this matter, the parties conditionally agree that the sanction set forth above is within the range of appropriate sanction and will serve the purposes of lawyer discipline.

### 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 a reprimand with two (2) years of probation and the imposition of costs and expenses. A proposed form order is attached hereto as Exhibit C.

DATED this 30th day of November 2016

### STATE BAR OF ARIZONA



---

Nicole S. Kasetta  
Staff Bar Counsel

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

**DATED** this \_\_\_\_\_ day of November, 2016.

---

Kasey C. Nye  
Respondent

**DATED** this \_\_\_\_\_ day of November, 2016.

The Law Office of Denise M. Quinterri, PLLC

---

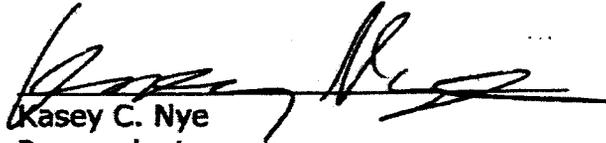
Denise M. Quinterri  
Counsel for Respondent

Approved as to form and content

  
Maret Vessella  
Chief Bar Counsel

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

**DATED** this 29<sup>th</sup> day of November, 2016.

  
Kasey C. Nye  
Respondent

**DATED** this \_\_\_\_\_ day of November, 2016.

The Law Office of Denise M. Quinterri, PLLC

\_\_\_\_\_  
Denise M. Quinterri  
Counsel for Respondent

Approved as to form and content

\_\_\_\_\_  
Maret Vessella  
Chief Bar Counsel

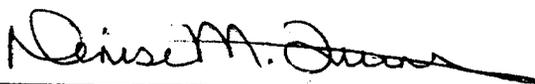
**This agreement, with conditional admissions, is submitted freely and voluntarily and not under coercion or intimidation.**

**DATED** this \_\_\_\_\_ day of November, 2016.

\_\_\_\_\_  
Kasey C. Nye  
Respondent

**DATED** this 29<sup>th</sup> day of November, 2016.

The Law Office of Denise M. Quinterri, PLLC

  
\_\_\_\_\_  
Denise M. Quinterri  
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<sup>th</sup> day of November, 2016.

Copy of the foregoing emailed  
this 30<sup>th</sup> day of November, 2016, to:

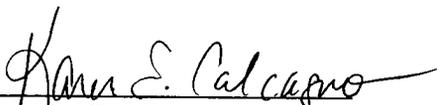
The Honorable William J. O'Neil  
Presiding Disciplinary Judge  
Supreme Court of Arizona  
1501 West Washington Street, Suite 102  
Phoenix, Arizona 85007  
E-mail: [officepdj@courts.az.gov](mailto:officepdj@courts.az.gov)

Copy of the foregoing mailed/emailed  
this 30<sup>th</sup> day of November, 2016, to:

Denise M. Quinterri  
The Law Office of Denise M. Quinterri PLLC  
5401 S. FM 1626, Suite 170-423  
Kyle, TX 78640-6043  
Email: [dmg@azethicslaw.com](mailto:dmg@azethicslaw.com)  
Respondent's Counsel

Copy of the foregoing hand-delivered  
this 30<sup>th</sup> day of November, 2016, to:

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

by:   
NSK/kec

**EXHIBIT A**

## Statement of Costs and Expenses

In the Matter of a Member of the State Bar of Arizona,  
Kasey C. Nye, Bar No. 020610, Respondent

File No. 15-3110

### **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**

07/05/16	PACER Invoice	\$	2.60
06/03/16	Service of Subpoena Fee	\$	80.33

**TOTAL COSTS AND EXPENSES INCURRED** **\$ 1,282.93**

**EXHIBIT B**

Lori L. Winkelman, Esq.  
556 W. Minton Drive  
Tempe, Arizona 85282  
Work Phone: (602) 229-5452  
[lori.winkelman@quarles.com](mailto:lori.winkelman@quarles.com)

October 19, 2016

**Via Email**  
**([dmq@azethicslaw.com](mailto:dmq@azethicslaw.com))**

Nicole Kaseta  
State Bar Counsel  
c/o Denise Quinterri  
5401 S. FM 1626  
Ste. 170-423  
Kyle, Texas 78640

Re: Kasey Nye

Dear State Bar Counsel:

I am writing on behalf of Kasey Nye.

I have been an attorney for 15 years. I have known Kasey for about 14 years. I worked with him for about 7 or 8 years when we were both associates, and eventually partners. I have always found Kasey to be a kind-hearted, honest and a well-intended person.

I know that Kasey has made mistakes when he was going through an extremely difficult time in his life. I am confident that now that he has dealt with and/or resolved these significant personal issues, he will be a stronger and better attorney. His past actions don't change my opinion of Kasey that he is an inherently good person, with a strong desire to help others less fortunate.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lori Winkelman', written over a horizontal line.

Lori L. Winkelman

# Snell & Wilmer

L.L.P.  
LAW OFFICES

One South Church Avenue  
Suite 1500  
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520.882.1200  
520.884.1294 (Fax)  
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Jonathan M. Saffer  
(520) 882-1236  
jmsaffer@swlaw.com

DENVER  
LAS VEGAS  
LOS ANGELES  
LOS CABOS  
ORANGE COUNTY  
PHOENIX  
RENO  
SALT LAKE CITY  
TUCSON

October 18, 2016

VIA E-MAIL: [DMQ@AZETHICSLAW.COM](mailto:DMQ@AZETHICSLAW.COM)

Denise Quinterri  
State Bar Counsel  
5401 S. FM 1626, Ste. 170-423  
Kyle, TX 78640

Re: Kasey Nye, Esq.

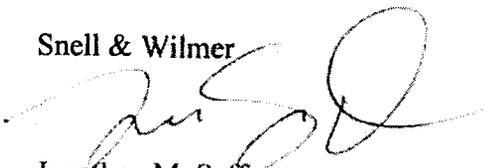
Dear Denise:

I have known and worked with Kasey Nye, Esq., for fifteen years. We first worked together as judicial clerks for the Hon. Eileen Hollowell, where he trained me for my position. Since then, I have worked with him on bankruptcy cases during his tenure with Quarles & Brady and Mesch, Clark & Rothschild. I also served as an adjunct professor with him at the University of Arizona Law School trial bankruptcy advocacy program. I have always known Kasey to be a competent, honest, and diligent practitioner.

I am generally aware of the allegations made against Kasey by a former client—that he charged too much and did not complete work product in a timely manner. These accusations, even if proven, do not change my ultimate opinion of Kasey Nye as an attorney. I continue to believe he is fit to serve as an attorney in the State of Arizona, and continue to refer him in appropriate matters.

Very truly yours,

Snell & Wilmer

  
Jonathan M. Saffer

JMS:cp

**EXHIBIT C**

**BEFORE THE PRESIDING DISCIPLINARY  
JUDGE**

---

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

**KASEY C. NYE,**  
**Bar No. 020610,**

Respondent.

**PDJ 2016-9090**

**FINAL JUDGMENT AND ORDER**

[State Bar No. 15-3110]

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

**IT IS HEREBY ORDERED** that Respondent, **Kasey C. Nye**, is hereby reprimanded for his conduct in violation of the Arizona Rules of Professional Conduct, as outlined in the consent documents.

**IT IS FURTHER ORDERED** that Respondent shall be placed on probation for a period of two (2) years. The period of probation shall commence upon entry of this final judgment and order and will conclude two (2) years from that date.

**IT IS FURTHER ORDERED** that, as a term of probation, Respondent shall contact the State Bar Compliance Monitor at (602) 340-7258, within ten (10) days from the date of entry of the final judgment and order to schedule a LRO MAP assessment. The Compliance Monitor shall develop terms and conditions of participation if the results of the assessment so indicate and the terms, including reporting requirements, shall be incorporated herein. The probation period will commence at the time of entry of the

final judgment and order and will conclude two (2) years from that date. Respondent will be responsible for any costs associated with participation in LRO MAP.

**IT IS FURTHER ORDERED** that, as a term of probation, Respondent shall participate in the State Bar's Fee Arbitration Program with Christopher Ansley. Respondent shall contact the Fee Arbitration Coordinator at (602) 340-7379 within ten (10) days from the date of entry of the final judgment and order to obtain the forms necessary to participate in Fee Arbitration. Respondent shall file the necessary forms no later than thirty (30) days from the date of receipt of the forms. Respondent shall have thirty (30) days from the date of the letter of the Fee Arbitration Coordinator to comply with the award entered in the Fee Arbitration proceeding.

#### **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 Respondent pay the costs and expenses of the State Bar of Arizona in the amount of \$1,282.93, 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 November, 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 November, 2016.

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

Denise M. Quinterri  
The Law Office of Denise M. Quinterri, PLLC  
5401 Fm 1626, Suite 170-423  
Kyle, TX 78640-6043  
Email: [dmq@azethicslaw.com](mailto:dmq@azethicslaw.com)  
Respondent's Counsel

Copy of the foregoing emailed/hand-delivered this \_\_\_\_\_ day of November, 2016, to:

Nicole S. Kasetta  
Staff 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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this \_\_\_\_ day of November, 2016 to:

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

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