

**BEFORE THE PRESIDING DISCIPLINARY
JUDGE**

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

ADAM ROMNEY
Bar No. 028322

Respondent.

PDJ 2016-9050

FINAL JUDGMENT AND ORDER

[State Bar No. 14-1900]

FILED MAY 19, 2016

The Presiding Disciplinary Judge having reviewed the Agreement for Discipline by Consent filed on May 12, 2016, accepted the parties' proposed agreement under Rule 57(a), Ariz. R. Sup. Ct.

Accordingly:

IT IS ORDERED Respondent, **Adam Romney**, is reprimanded for his conduct in violation of the Arizona Rules of Professional Conduct, as outlined in the consent documents, effective immediately.

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

DATED this 19th day of May, 2016.

William J. O'Neil

William J. O'Neil, Presiding Disciplinary Judge

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

Stacy L. Shuman
Bar Counsel
State Bar of Arizona
4201 N. 24th Street, Suite 100
Phoenix, AZ 85016-6266
Email: lro@staff.azbar.org

Adam Romney
PO Box 7972
Chandler, AZ 85246-7972
Email: adam.romney@gmail.com
Respondent

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

by: AMcQueen

**BEFORE THE PRESIDING DISCIPLINARY
JUDGE**

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

ADAM ROMNEY
Bar No. 028322

Respondent.

No. PDJ-2016-9050

**DECISION AND ORDER
ACCEPTING DISCIPLINE BY
CONSENT**

[State Bar File No. 14-1900]

FILED MAY 19, 2016

An Agreement for Discipline by Consent (Agreement) was filed on May 12, 2016, and submitted under Rule 57(a)(3), of the Rules of the Arizona Supreme Court. The Agreement was reached before the authorization to file a formal complaint. Upon filing such Agreement, the presiding disciplinary judge, "shall accept, reject or recommend modification of the agreement as appropriate".

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 If the agreement is not accepted those conditional admissions are automatically withdrawn and shall not be used against the parties in any subsequent proceeding.

Under Rule 53(b)(3), notice of the agreement was provided to the complainant(s) by email on April 25, 2016. They were notified of their opportunity to file a written objection to the agreement. On April 25, 2016, one complainant submitted his objection. He objected stating the sanction was without precedent in

law or other sanctions issued by the Disciplinary Commission in like circumstances. In his objection, complainant disputed none of the facts within the consent agreement, but submitted there was a mountain of evidence. He also complained the sanction allowed Mr. Romney to “escape restitution of stolen funds.” The complainant called Mr. Romney a “criminal” who stole his money. He threatened to file a mandamus with the Court if his objection was not sustained and a hearing take place.

The agreement states the State Bar reviewed affidavits and interviewed individuals who support the conclusion that Mr. Romney had a good faith basis for his belief he was being threatened with physical harm by this complainant. The agreement states there were forgeries alleged and admitted and questionable “assignments” of interest regarding monies payable through a mediated settlement. Complainant has filed multiple lawsuits in various jurisdictions regarding the monies involved. The agreement submits there is no restitution because the multiple parties are involved in litigation better resolved by a civil court.

The Agreement details a factual basis for the admissions to the charge in the Agreement. Mr. Romney admits his conduct violated Rule 42, ERs 1.7 [Conflicts Current Clients] and 1.15 [Safeguarding Property]. The State Bar recommended Mr. Romney take continuing legal education as a term of probation. However, Mr. Romney has already taken those classes and the certificates of completion of those classes were attached to the agreement. He also agrees to pay the \$1,200 in costs as evidenced by the Statement of Costs attached to the agreement.

The parties agree under Rule 57(a)(2)(E), that *Standard 4.12, Failure to Preserve Client Property*, of the American Bar Association's *Standards for Imposing Lawyer Sanctions (Standards)* is most applicable given the facts.

The parties agree there are no aggravating factors. The parties further agree that the following mitigating factors are present and justify a reduction in the presumptive sanction of suspension to reprimand: 9.32(a) absence of prior disciplinary record, 9.32(b) absence of a dishonest or selfish motive, 9.32(e) full and free disclosure to disciplinary Board or cooperative attitude towards proceedings, 9.32(f) inexperience in law as he was admitted to practice in 2011, and 9.32(l) remorse. Complainants are both experienced attorneys, although the objecting complainant has been disbarred.

While the Court has considered the objection of complainant, the object of lawyer discipline is not to punish the lawyer. *In re Peasley*, 208 Ariz. 27, 90 P.3d 764 (2004). Nor is its purpose to resolve restitution issues presently being litigated in court. The Presiding Disciplinary Judge finds the proposed sanctions of reprimand and the continuing legal education taken 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 sanctions are: reprimand and the payment of costs and expenses of the disciplinary proceeding for \$1,200.00 to be paid within thirty (30) days from this order.

IT IS FURTHER ORDERED the Agreement is accepted. Costs as submitted are approved for \$1,200.00. Now therefore, a final judgment and order is signed this

date. Mr. Romney is reprimanded and costs are imposed.

DATED this 19th day of May, 2016.

William J. O'Neil

William J. O'Neil, Presiding Disciplinary Judge

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

Stacy L. Shuman
Bar Counsel
State Bar of Arizona
4201 N. 24th Street, Suite 100
Phoenix, AZ 85016-6266
Email: lro@staff.azbar.org

Adam Romney
PO Box 7972
Chandler, AZ 85246-7972
Email: adam.romney@gmail.com
Respondent

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

by: AMcQueen

Stacy L Shuman, Bar No. 018399
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Adam Romney, Bar No. 028322
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Telephone 602-481-0571
Email: adam.romney@gmail.com
Respondent

**BEFORE THE PRESIDING DISCIPLINARY
JUDGE**

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

ADAM ROMNEY,
Bar No. 028322,

Respondent.

PDJ 2016

State Bar File Nos. **14-1900**

**AGREEMENT FOR DISCIPLINE BY
CONSENT**

The State Bar of Arizona, through undersigned Bar Counsel, and Respondent, Adam Romney, who has chosen not to seek the assistance of counsel, hereby submit their Agreement for Discipline by Consent, pursuant to Rule 57(a), Ariz. R. Sup. Ct. A probable cause order has not been entered in this case. 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 email on April 25, 2016. Complainants 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. Complainant Reuven Ben-Zvi a/k/a Robert Hirsch's objection is being submitted to the Court contemporaneously herewith.

Respondent conditionally admits that his conduct, as set forth below, violated Rule 42, ERs 1.7 [Conflicts Current Clients] and 1.15 [Safekeeping Property]. Upon acceptance of this agreement, Respondent agrees to accept imposition of the following discipline: Reprimand. The State Bar would have recommended a period of probation and an order directing Respondent to take certain CLE classes. However, Respondent has already taken those classes. The certificates of completion are attached hereto as Exhibit A. Respondent also agrees to pay the costs and expenses of the disciplinary proceeding, within 30 days from the date of this order, and if costs are not paid within the 30 days, interest will begin to accrue at the legal rate.¹ The State Bar's Statement of Costs and Expenses is attached hereto as Exhibit B.

FACTS

GENERAL ALLEGATIONS

1. Respondent was licensed to practice law in Arizona on January, 13, 2011.

COUNT ONE (File no. 14-1900/ Ben-Zvi)

2. Complainant Reuven Ben-Zvi a/k/a Robert Hirsch (Hirsch) is a disbarred New York attorney. In 1994, Hirsch plead guilty to numerous federal

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

crimes relating to his participation in a conspiracy to launder millions of dollars, which were the proceeds from narcotics trafficking by (among others) the Cali cocaine cartel in Columbia. Rocco DeLeonardis (DeLeonardis), is Hirsch's business partner.

3. In 2007, Ronald Wanchuk, Janice Gamblin and Kwikmed LLC filed a complaint against PCM Venture I, LLC and Peter L. AX with the Maricopa County Superior Court, Case No. CV 2007-009523 (*Wanchuk* Litigation).

4. That year, Robert Johnson, Tightlines, LLC and Groupe Angelil International Holdings, S.A. (the Intervenors), intervened in the *Wanchuk* Litigation alleging an ownership interest in Kwikmed LLC and a valid money judgment against the plaintiffs, which was domesticated and recorded in Maricopa County on July 31, 2006.

5. In 2009, the Intervenors substituted in as plaintiffs in the *Wanchuk* Litigation after the plaintiffs transferred to them all interest in the claims sought to be enforced.

6. If this matter went to hearing, Hirsch would testify that on November 20, 2011, Johnson (individually and on behalf of Tightlines) assigned a 65% interest in any proceeds received from the *Wanchuk* Litigation to him and DeLeonardis (the Assignment).

7. DeLeonardis maintains that he and Hirsch each hold a 50% interest in their share of the proceeds under the terms of the Assignment. However, as recently as April 2016, Hirsch filed a Verified Complaint with the Superior Court in California in which he refers to DeLeonardis as a "former assignee" and avers that

DeLeonardis orally assigned his interest in the Assignment to Hirsch on November 2, 2013.

8. On January 23, 2012, Hirsch and DeLeonardis filed a Motion to Intervene in the *Wanchuk* Litigation based on a redacted copy of the Assignment which appears to have assigned 100% of the Intervenors' interest in the proceeds from the *Wanchuk* Litigation to them in consideration for payment of \$250,000.² The trial court denied the motion because, among other things, it would have been required to resolve issues related to the validity of the Assignment. The trial court concluded that to the extent that Hirsch and DeLeonardis had a valid interest in the subject of the *Wanchuk* Litigation, it would be adequately represented by the Intervenors and their counsel.

9. In late November 2012, Respondent found a listing on Craigslist seeking an attorney to take over representation for the Intervenors in the *Wanchuk* Litigation and responded to it. DeLeonardis contacted Respondent and advised that he was a Virginia lawyer seeking local counsel because prior counsel had requested to withdraw and there was an upcoming scheduling and status conference. He provided Respondent with a packet of information, which Respondent reviewed. If this matter went to hearing, Respondent would testify that based on that information, which included a copy of the Assignment, he determined that there was no conflict of interest between Hirsch, DeLeonardis and the Intervenors. However, Respondent did not talk to the Intervenors before he took on the representation.

² If this matter went to hearing, Respondent would testify that Hirsch later admitted that no such payment had been made in consideration for the Assignment. Rather, that he had provided services as consideration.

10. On or about December 6, 2012, Respondent executed an engagement letter prepared by Hirsch and/or DeLeonardis stating that they "are the real and sole clients in interest," notwithstanding the fact that Respondent was to enter his appearance on behalf of the Intervenor in the *Wanchuk* Litigation (the Engagement Letter). Respondent agreed to represent Hirsch and DeLeonardis at a December 10, 2012 pretrial conference and work with them to find co-counsel for the balance of the case, all in consideration for reimbursement of costs and 10% of any proceeds from the *Wanchuk* Litigation. Respondent filed a notice of appearance on behalf of the Intervenor that day.

11. Over the next few months, Respondent worked on the case with DeLeonardis acting as his primary point of contact through which he could obtain information from Johnson and his business partner, Pantipa Kittikachorn, with whom Hirsch and DeLeonardis were familiar.

12. In 2013, the trial court ordered the parties to mediation. Opposing counsel, Kevin H. Marino, refused to attend the mediation if Hirsch attended because of certain threats that Hirsch had made against him. After consultation with DeLeonardis, Respondent agreed to continue the representation and attend the mediation if Hirsch and DeLeonardis appeared telephonically and did not engage with opposing counsel, the mediator or the Court without first consulting with him. However, Hirsch contacted the mediator directly and Respondent advised Hirsch that he was withdrawing from the case. If this matter went to hearing, Respondent would testify that after Hirsch expressed concern about the effect of his withdrawal at that stage in the proceedings, Respondent agreed to continue the representation through the mediation and then re-evaluate it.

13. Opposing counsel insisted that Johnson attend the mediation as the real party-in-interest. Respondent asked DeLeonardis to ensure that Johnson would attend the mediation.

14. On October 22, 2013, Respondent met with Hirsch and DeLeonardis at which time Hirsch, who by then had decided to attend the mediation, agreed that he would remain silent unless spoken to first. Later that day, Respondent met with Hirsch, DeLeonardis and Johnson, who agreed to attend the mediation. This was the first time that Respondent met or spoke directly with Johnson.

15. On October 23, 2013, the mediation took place with an armed guard in attendance. Despite agreeing to remain silent, Hirsch actively participated in the mediation and demanded that he personally respond to all offers to settle the case. Hirsch would later execute an affidavit in which he stated that he and DeLeonardis attended the mediation to protect their interests and that Johnson appeared on behalf of Intervenors, who were represented by Respondent.

16. The Intervenors' claim was settled at mediation for \$200,000. Respondent was to set up an account into which the settlement funds would be wired and then disbursed.

17. If this matter went to hearing, Respondent would testify that he then received a call from Kittikachorn directing him not to disburse any of the settlement funds to Hirsch because the Assignment was a forgery. Respondent asked Kittikachorn to send him documents supporting her claim and then contacted Hirsch to advise him of the allegation, which Hirsch denied. Hirsch told Respondent not to talk to DeLeonardis and assured Respondent that he would secure both Johnson's

and Kittikachorn's signatures on the settlement documents by the deadline of October 25, 2014.

18. Respondent then emailed Johnson a copy of the Assignment that had been provided to him by Hirsch and DeLeonardis at the inception of the representation. Johnson told Respondent that it was a forgery and sent Respondent a copy of the Assignment that he signed, which provided for only a 65% assignment. Johnson told Respondent that he had actually signed a single separate notary page and that he had not, in fact, been authorized to execute the Assignment on behalf of Tightlines.

19. After speaking with Johnson and Kittikachorn, Respondent decided to meet with Hirsch and DeLeonardis as planned on October 25, 2013. If this matter went to hearing, Respondent would testify that he knew that Kittikachorn was in Washington DC at that time, but Hirsch told him that she was in Phoenix and Hirsch would get her notarized signature on the settlement documents. When Respondent asked Hirsch how he would do it, Hirsch told him that he would get the signatures but that he could not tell Respondent how he would do it over the telephone.

20. On October 25, 2013, DeLeonardis called Respondent to arrange a meeting for that evening. If this matter went to hearing, Respondent would testify that he had concerns for his physical safety.

21. That evening, Respondent met with Co-Complainants in a public place. Hirsch handed Respondent what he claimed to be lawfully executed settlement documents. If this matter went to hearing, Respondent would testify that Hirsch told him not to have any contact with Johnson or Kittikachorn and that he "was not a person to be fucked with."

22. Respondent reviewed the documents and concluded that the signatures were not authentic, which Hirsch later admitted. Respondent contacted Johnson and Kittikachorn who confirmed that they had not signed the documents. Respondent also confirmed with the notary's supervisor that the individuals had not signed the notary's signature book. Respondent sought advice from the State Bar Ethics Hotline³ and reported the matter to the Phoenix police department and the FBI, which have apparently taken no action.

23. On November 1, 2013, the settlement funds were wired to Respondent's bank account, which had been set up for that sole purpose. Respondent then immediately transferred them to Attorney Robert Branand in Washington, D.C., at the direction of Kittikachorn, despite the fact that Respondent did not represent Kittikachorn and Respondent's clients had a claim to the funds. At the time, Respondent knew that Hirsch expected that 100% of the settlement proceeds (less his fee) would be wired to Hirsch's bank account in Gibraltar. Respondent retained \$20,499 for fees and costs, which amount was consistent with the terms of the Engagement Letter. Respondent knew or had reason to know that Branand would disburse the funds to Kittikachorn and/or Johnson and Tightlines.

24. Respondent asserts that he wired the settlement funds to Attorney Branand to prevent Hirsch from absconding with the settlement funds and to remove any incentive that Hirsch might have to try to physically compel Respondent to release the funds. Respondent wanted to have no control over the funds, which he made clear to Hirsch and DeLeonardis after the transfer had been executed.

³ The State Bar Ethics Hotline did not give Respondent any advice regarding the disbursement of the settlement funds.

Respondent took additional steps to insure his safety, including relocating with his then fiancé for a period of time in the face of Hirsch's perceived threats. Thereafter, the settlement funds were transferred to the Intervenor.

25. The State Bar reviewed affidavits and interviewed individuals who support the conclusion that Respondent had a good faith basis for his belief that he was being threatened with physical harm by Hirsch.

26. By email dated November 4, 2013, Respondent advised Hirsch and DeLeonardis that he had transferred the settlement proceeds to a third-party and that he had "taken great pains to ensure that you both cannot harm me and have no incentive to do so. It is best that you recognize this now before you threaten me further." Respondent advised Hirsch and DeLeonardis that until the authenticity of the Assignment had been called into question, he had not perceived any conflict of interest between them and the Intervenor and that he had believe their interests to be aligned. Respondent explained that he believed that having confirmed that Hirsch forged the signatures on the settlement documents, and the validity of the Assignment being in dispute, his actions were necessary to prevent Hirsch from taking the settlement funds and absconding with them.

27. Hirsch admitted to Johnson, in writing, that he had forged Johnson's and Kittikachorn's signatures on the settlement agreements to induce opposing counsel to release the settlement funds. For a period of time, Hirsch and the Intervenor appear to have unsuccessfully discussed a possible resolution of the dispute regarding the disbursement of the funds.

28. By order filed November 15, 2013, the trial court dismissed with prejudice the Intervenor's claims, as well as the counter-claim filed by the plaintiffs against them, only.

29. On December 25, 2013, Hirsch filed a motion seeking an order disbursing \$130,000 of the settlement proceeds to himself and \$13,000 to Respondent, whom he referred to as counsel for Intervenor. In response, Kittikachorn filed a motion to intervene and asked the trial court to refer the matter for criminal investigation alleging that Hirsch had committed fraud and forgery. She further alleged that there was a dispute as to who was entitled to the settlement proceeds as evidenced by the fact that while Hirsch initially told Respondent that he owned 100% of the Intervenor's interest in the *Wanchuk* litigation, he had provided the trial court with documentation evidencing only a 65% interest in them. Hirsch filed a reply in which he avowed that DeLeonardis had waived his interest in the Assignment and that he alone was entitled to \$130,000 of the settlement proceeds, although in the same pleading, he claimed that he was entitled to only \$117,000 of the proceeds. The trial court denied Kittikachorn's motion to intervene and did not consider the remaining requests because neither were parties.

30. Hirsch and DeLeonardis have pursued various legal remedies to enforce the terms of the Assignment. In 2014, Hirsch and DeLeonardis filed a verified complaint against Johnson and Respondent, only, with the United States District Court for the Eastern District of Virginia. They secured a default judgment against Johnson, but the complaint was dismissed as to Respondent for lack of jurisdiction. The complaint alleged that Hirsch and DeLeonardis were co-assignees under the Assignment; acknowledged that Johnson told Respondent that he had been the

victim of fraud; and that Johnson directed Respondent not to disburse the settlement funds to Respondent.

31. In November 2014, Hirsch filed a verified complaint with the Ventura County Superior Court in California, which was dismissed. Hirsch was the only named plaintiff. He named Respondent, Branand, Tightlines, Johnson, Kittikachorn (and another Arizona attorney who seems to have no connection to the case) as defendants. Hirsch alleged that DeLeonardis had "re-assigned his interest" in the Assignment to him.

32. Hirsch advised Bar Counsel that he filed another complaint in California in 2016, this time against Respondent, Johnson, Kittikachorn and Tightlines. DeLeonardis is not a named plaintiff, and the complaint refers to him as a "former assignee." In the complaint, Hirsch asserts a right 100% of the interest under the 2011 Assignment or \$130,000 of the settlement proceeds.

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 ER 1.7 [Conflicts Current Clients] and ER 1.15 [Safekeeping Property].

CONDITIONAL DISMISSALS

The State Bar has not agreed to dismiss any allegations as part of this consent agreement.

RESTITUTION

Restitution is not an issue in this matter. There is a dispute between Hirsch, DeLeonardis, Kittikachorn and the Intervenors regarding the validity of the Assignment and entitlement to the settlement funds, which presents a legal issue that should be resolved by a civil court. There also appears to be a dispute between Hirsch and DeLeonardis as to whether DeLeonardis has waived any interest he might have under the Assignment. Hirsch and/or DeLeonardis have sought relief against Respondent, the Intervenors, Branand and others from various courts and for various amounts on at least three occasions.

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. The State Bar would have sought a period of probation the terms of which would have been to take certain Continuing Legal Education classes, but he has already done so, as reflected by Exhibit B hereto.

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

LEGAL GROUNDS IN SUPPORT OF SANCTION

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

with respect to an appropriate sanction in this matter. *In re Peasley*, 208 Ariz. 27, 33, 35, 90 P.3d 764, 770 (2004); *In re Rivkind*, 162 Ariz. 154, 157, 791 P.2d 1037, 1040 (1990).

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

The parties agree that *Standard 4.12* is the appropriate *Standard* given the facts and circumstances of this matter. *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.

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 intentionally transferred the settlement proceeds to a third-party who then disbursed the funds to Kittikachorn and/or Intervenors 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 the client and actual harm to the profession and the 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: None.

In mitigation:

Standard 9.32(a) absence of a prior disciplinary record;

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

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

Standard 9.32(f) inexperience in the practice of law. Respondent was admitted to practice law in Arizona on January, 13, 2011. Co-Complainants (both experienced attorneys, although Hirsch has been disbarred) retained Respondent in early December 2012; and

Standard 9.32(l) remorse.

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.

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 maintains that his conduct was motivated by fear of Hirsch and his belief that he should take action to prevent commission of a criminal act, i.e., his belief that Hirsch was not legally entitled to

the settlement proceeds and his fear that Hirsch would abscond with the funds. The State Bar has reviewed filings and interviewed witnesses that support the conclusion that Respondent had an objective basis for his fear of Hirsch. Respondent sought advice from the State Bar Ethics Hotline. While Respondent recognizes in hindsight that there were other legal avenues available to him, e.g., interpleader, his inexperience, combined with his fear, resulted in the present misconduct.

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

CONCLUSION

The object of lawyer discipline is not to punish the lawyer, but to protect the public, the profession and the administration of justice. *Peasley, supra* at ¶ 64, 90 P.3d at 778. Recognizing that determination of the appropriate sanction is the prerogative of the Presiding Disciplinary Judge, the State Bar and Respondent believe that the objectives of discipline will be met by the imposition of the proposed sanction of Reprimand and the imposition of costs and expenses. A proposed form order is attached hereto as Exhibit C. The parties recognize that this case presents a unique set of circumstances and stand ready to answer any questions the Court might have about the underlying facts and the proposed sanction set forth herein.

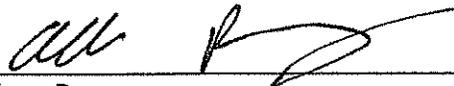
DATED this 12th day of May 2016

STATE BAR OF ARIZONA


Stacy L Shuman
Staff Bar Counsel

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

DATED this 12 day of May, 2016.



Adam Romney
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 12th day of May, 2016.

Copy of the foregoing emailed
this 12th day of May, 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

Copy of the foregoing mailed/emailed
this 12th day of May, 2016, to:

Adam Romney
PO Box 7972
Chandler, AZ 85246-7972
Email: adam.romney@gmail.com
Respondent

Copy of the foregoing hand-delivered
this 12th day of May, 2016, to:

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

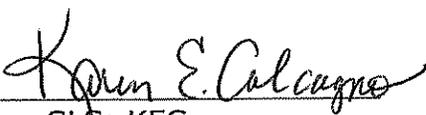
by: 
SLS: KEC

EXHIBIT A

Stacy L. Shuman

From: Adam Romney <adam.romney@gmail.com>
Sent: Thursday, April 14, 2016 4:34 PM
To: Stacy L. Shuman
Subject: Fwd: State Bar of Arizona Certificate of Completion

Stacy,

Please find below the certificate for the first of the three courses we have discussed.

I will try to do another one this evening.

-Adam

----- Forwarded message -----

From: <registrations@staff.azbar.org>
Date: Thu, Apr 14, 2016 at 4:31 PM
Subject: State Bar of Arizona Certificate of Completion
To: adam.romney@gmail.com

Certificate of Completion

State Bar of Arizona

Name: Adam Romney
Member ID: 028322
Purchase Date: Thursday, April 14, 2016
Completion Date: 4/14/2016 4:31 PM Arizona
Transaction ID: b2fc1dfd-d1b5-4d4e-b9ef-2c8aa11d114a

Course Title: Trust Account Basics For Every Firm!
Course Number: J1256-499
Duration: 3 hours 5 minutes
Course Type: OnDemand
Faculty: Shauna Miller, Lawyer Regulation, Lynda Shely,
Patricia Sallen

Original Course Provider: State Bar of Arizona

Credit Information: 3.00 CLE;
3.00 Ethics

Course Description:

TRUST ACCOUNT BASICS FOR EVERY FIRM!

Please allow 48-72 hours for your completed CLE seminar to show on your State Bar of Arizona CLE tracking page. Self-study courses must be manually entered on your CLE tracking page.

If you attended a State Bar event but it does not appear on your tracking page, **contact the CLE department at 602-340-7323 or email cleinfo@staff.azbar.org to have it corrected before submitting your affidavit.**

REMINDER: To ensure compliance with Rule 45(f), Ariz. R. Sup. Ct., records of continuing legal education are to be maintained by the member for three years after the filing of your annual MCLE affidavit. Records may be maintained in an electronic format. Record retention requirements for other MCLE jurisdictions are the responsibility of the member to determine.

Stacy L. Shuman

From: Adam Romney <adam.romney@gmail.com>
Sent: Friday, April 15, 2016 1:57 PM
To: Stacy L. Shuman
Subject: Fwd: State Bar of Arizona Certificate of Completion

Ms. Shuman,

Please find below my certificate for the Avoiding Ethical Pitfalls course.

-Adam Romney

----- Forwarded message -----

From: <registrations@staff.azbar.org>
Date: Fri, Apr 15, 2016 at 1:56 PM
Subject: State Bar of Arizona Certificate of Completion
To: adam.romney@gmail.com

Certificate of Completion

State Bar of Arizona

Name: Adam Romney
Member ID: 028322
Purchase Date: Thursday, April 14, 2016
Completion Date: 4/15/2016 1:56 PM Arizona
Transaction ID: 057444ec-0f38-4258-a9f2-d49e5fd97e2a

Course Title: 2015 Avoiding Ethical Pitfalls
Course Number: J1501-499
Duration: 2 hours 53 minutes
Course Type: OnDemand
Faculty: Shauna Miller, Lawyer Regulation, J Scott Rhodes,
Patricia Sallen, Lisa Panahi, Michelle Swann

Original Course Provider: State Bar of Arizona

Credit Information: 3.00 CLE;
3.00 Ethics

Course Description:

Answer questions and compare your answers with our experienced panel on various ethics issue in this “quiz show” style seminar.

Please allow 48-72 hours for your completed CLE seminar to show on your State Bar of Arizona CLE tracking page. Self-study courses must be manually entered on your CLE tracking page.

If you attended a State Bar event but it does not appear on your tracking page, **contact the CLE department at 602-340-7323 or email cleinfo@staff.azbar.org to have it corrected before submitting your affidavit.**

REMINDER: To ensure compliance with Rule 45(f), Ariz. R. Sup. Ct., records of continuing legal education are to be maintained by the member for three years after the filing of your annual MCLE affidavit. Records may be maintained in an electronic format. Record retention requirements for other MCLE jurisdictions are the responsibility of the member to determiner.

Stacy L. Shuman

From: Adam Romney <adam.romney@gmail.com>
Sent: Sunday, April 17, 2016 6:29 PM
To: Stacy L. Shuman
Subject: Fwd: State Bar of Arizona Certificate of Completion

Ms. Shuman:

Please find below my third and final CLE certificate.

-Adam Romney

----- Forwarded message -----

From: <registrations@staff.azbar.org>
Date: Sun, Apr 17, 2016 at 6:28 PM
Subject: State Bar of Arizona Certificate of Completion
To: adam.romney@gmail.com

Certificate of Completion
State Bar of Arizona

Name: Adam Romney
Member ID: 028322
Purchase Date: Sunday, April 17, 2016
Completion Date: 4/17/2016 6:28 PM Arizona
Transaction ID: 84b2b1e0-06ea-4c6f-b907-d7df92c622ee

Course Title: 10 Deadly Sins of Conflicts
Course Number: JX5C7-400
Duration: 2 hours 56 minutes
Course Type: OnDemand
Faculty: Craig Henley, Bar Counsel, Lynda Shely, Edward F. Novak, Russell Yurk, Patricia Sallen

Original Course Provider: State Bar of Arizona

Credit Information: 3.00 CLE;
3.00 Ethics

Course Description:

An exploration of conflict rules using scenarios to illustrate issues.

Please allow 48-72 hours for your completed CLE seminar to show on your State Bar of Arizona CLE tracking page. Self-study courses must be manually entered on your CLE tracking page.

If you attended a State Bar event but it does not appear on your tracking page, **contact the CLE department at 602-340-7323 or email cleinfo@staff.azbar.org to have it corrected before submitting your affidavit.**

REMINDER: To ensure compliance with Rule 45(f), Ariz. R. Sup. Ct., records of continuing legal education are to be maintained by the member for three years after the filling of your annual MCLE affidavit. Records may be maintained in an electronic format. Record retention requirements for other MCLE jurisdictions are the responsibility of the member to determine.

EXHIBIT B

Statement of Costs and Expenses

In the Matter of a Member of the State Bar of Arizona,
Adam Romney, Bar No. 028322, Respondent

File No. 14-1900

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

EXHIBIT C

**BEFORE THE PRESIDING DISCIPLINARY
JUDGE**

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

ADAM ROMNEY,
Bar No. 028322,

Respondent.

PDJ

FINAL JUDGMENT AND ORDER

[State Bar No. 14-1900]

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, **Adam Romney**, 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 pay the costs and expenses of the State Bar of Arizona in the amount of \$ _____, within 30 days from the date of service of this Order.

IT IS FURTHER ORDERED that Respondent shall pay the costs and expenses incurred by the disciplinary clerk and/or Presiding Disciplinary Judge's Office in connection with these disciplinary proceedings in the amount of

_____, within 30 days from the date of service of this Order.

DATED this _____ day of May, 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 May, 2016.

Copies of the foregoing mailed/emailed
this _____ day of May, 2016, to:

Adam Romney
PO Box 7972
Chandler, AZ 85246-7972
Email: adam.romney@gmail.com
Respondent

Copy of the foregoing emailed/hand-delivered
this _____ day of May, 2016, to:

Stacy L Shuman
Bar Counsel - Litigation
State Bar of Arizona
4201 N 24th Street, Suite 100
Phoenix, Arizona 85016-6266
Email: LRO@staff.azbar.org

Copy of the foregoing hand-delivered
this _____ day of May, 2016 to:

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

by: _____