

**BEFORE THE PRESIDING DISCIPLINARY
JUDGE**

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

KEITH M. KNOWLTON,
Bar No. 011565

Respondent.

PDJ-2016-9082

FINAL JUDGMENT AND ORDER

[State Bar File No. 14-3327]

FILED SEPTEMBER 9, 2016

The Presiding Disciplinary Judge having reviewed the Agreement for Discipline by Consent filed on September 2, 2016, pursuant to Rule 57(a), Ariz. R. Sup. Ct., accepted the parties' proposed agreement.

Accordingly:

IT IS ORDERED Respondent, **Keith M. Knowlton**, is reprimanded and placed on probation for two (2) years effective the date of this Order, for conduct in violation of the Arizona Rules of Professional Conduct, as outlined in the consent documents.

IT IS FURTHER ORDERED Mr. Knowlton shall attend a half-day Trust Account Ethics Enhancement Program (TAEEP). Mr. Knowlton shall contact the State Bar Compliance Monitor at (602) 340-7258, within ten (10) days from the date of this Order to schedule attendance at the next available class. Mr. Knowlton shall be responsible for and pay the cost of attending the program.

IT IS FURTHER ORDERED Mr. Knowlton shall contact the Compliance Monitor within ten (10) days from the date of this Order to discuss the scheduling of a LOMAP review of his trust account and his fee agreements.

NON-COMPLIANCE LANGUAGE

If Mr. Knowlton fails to comply with any of the foregoing probation terms, and such information 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 decide whether to issue a sanction. If there is an allegation Mr. Knowlton failed to comply with any of the foregoing terms, the burden of proof shall be on the State Bar of Arizona to prove noncompliance by a preponderance of the evidence.

IT IS FURTHER ORDERED Mr. Knowlton shall pay the costs and expenses of the State Bar of Arizona for \$1,289.70 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 with these disciplinary proceedings.

DATED this 9th day of September, 2016.

William J. O’Neil

William J. O’Neil, Presiding Disciplinary Judge

Copies of the foregoing mailed/emailed
this 9th day of September, 2016, to:

Shauna R. Miller
Senior Bar Counsel-Litigation
State Bar of Arizona
4201 N. 24th Street, Suite 100
Phoenix, AZ 85016-6266
Email: lro@staff.azbar.org

///

Geoffrey M.T. Sturr
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2929 N. Central Avenue, Suite 2100
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Respondent's Counsel

Lawyer Regulation Records Manager
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4201 N. 24th Street, Suite 100
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by: AMcQueen

**BEFORE THE PRESIDING DISCIPLINARY
JUDGE**

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

KEITH M. KNOWLTON,
Bar No. 011565

Respondent.

PDJ-2016-9082

**DECISION ACCEPTING CONSENT
FOR DISCIPLINE**

[State Bar No. 14-3327]

FILED SEPTEMBER 9, 2016

A Probable Cause Order was issued on October 16, 2015. No formal complaint has been filed. An Agreement for Discipline by Consent ("Agreement") was filed by the parties on September 2, 2016, and submitted under Rule 57(a)(3), Ariz. R. Sup. Ct.¹ Mr. Knowlton is represented by Geoffrey M.T. Sturr and Chelsea Sage Durkin Gaberdiel, *Osborn Maledon PA*.

Under Rule 53(b)(3), the State Bar was complainant as it received an insufficient funds notice on Respondent's client trust account. No formal notice nor waiting time is required. The Agreement details multiple trust account violations which include, but are not limited to, overdrafts, negative balances, improper deposits and improper withdrawals. In addition, Respondent initially failed to provide to the State Bar supporting documentation for his actions and later refused to fully cooperate with the State Bar. He also did not provide his client with a written communication regarding the scope of representation and the basis or rate of the fee and expenses as required by ER 1.5(b).

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

Respondent admits violations of Rule 42, specifically ER 1.5(b), and (d)(3), ER 1.15(a), Rule 43(b)(2)(A) and Rule 54(d). There is no restitution. The parties stipulate to reprimand and two years of probation. The parties stipulate the mental state of Mr. Knowlton was negligent, that he violated his duty to his clients, and there was potential harm to his clients.

The parties stipulate in aggravation, *Standard 9.22(e)*, bad faith obstruction of the State Bar request for information. In mitigation *Standard 9.32(a)*, absence of prior disciplinary record and *Standard 9.32(b)*, absence of a dishonest or selfish motive.

Accordingly:

IT IS ORDERED incorporating the Agreement and all supporting documents by this reference. The agreed upon sanctions are: reprimand, two (2) years of probation under agreed terms and costs totaling \$1,289.70, plus interest at the statutory rate.

IT IS FURTHER ORDERED the Agreement is accepted. A final judgment and order is signed this date.

DATED 9th day of September, 2016.

William J. O'Neil

William J. O'Neil, Presiding Disciplinary Judge

Copies of the foregoing were e-mailed/mailed this 9th day of September, 2016 to:

Shauna R. Miller
Senior Bar Counsel-Litigation
State Bar of Arizona
4201 N. 24th Street, Suite 100
Phoenix, AZ 85016-6266
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Respondent's Counsel

Lawyer Regulation Records Manager
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Respondent's Counsel

OFFICE OF THE
PRESIDING DISCIPLINARY
COUNSEL OF ARIZONA

SEP 2 2016

FILED
BY Ans

**BEFORE THE PRESIDING DISCIPLINARY
JUDGE**

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

**KEITH M. KNOWLTON,
Bar No. 011565,**

Respondent.

PDJ 2016 - 9082
[State Bar File No. 14-3327]

**AGREEMENT FOR DISCIPLINE BY
CONSENT**

The State Bar of Arizona, through undersigned Bar Counsel, and Respondent, Keith M. Knowlton, who is represented in this matter by counsel, Geoffrey M. T. Sturr and Chelsea Sage Durkin Gaberdiel, hereby submit their Agreement for Discipline by Consent, pursuant to Rule 57(a), Ariz. R. Sup. Ct. A probable cause order was entered on October 16, 2015, but no formal complaint has been filed in this matter. Respondent voluntarily waives the right to an adjudicatory hearing, unless otherwise ordered, and waives all motions, defenses, objections or requests which have been

made or raised, or could be asserted thereafter, if the conditional admission and proposed form of discipline is approved.

The State Bar is the complainant in this matter, therefore no notice of this agreement is required pursuant to Rule 53(b)(3), Ariz. R. Sup. Ct.

Respondent conditionally admits that his conduct, as set forth below, violated Rule 42, ERs 1.5, 1.15, and Rule 43. Upon acceptance of this agreement, Respondent agrees to accept imposition of the following discipline: reprimand and two-year's probation. Respondent also agrees to pay the costs and expenses of the disciplinary proceeding, within 30 days from the date of this order, and if costs are not paid within the 30 days, interest will begin to accrue at the legal rate.¹ The State Bar's Statement of Costs and Expenses is attached hereto as Exhibit A.

FACTS

GENERAL ALLEGATIONS

1. Respondent was licensed to practice law in Arizona on October, 24, 1987.

COUNT ONE (File no. 14-3327/ Trust Account

2. The State Bar received an insufficient funds notice on Respondent's client trust account. On November 4, 2014, check 1071 for \$1,500.00 attempted to pay against the account when the balance was \$687.58. The bank paid the check, and charged a \$35.00 overdraft fee leaving the account with a negative balance of \$847.42.

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.

3. Respondent realized his error on November 5, 2014, and corrected the negative balance.

4. On November 13, 2014, Respondent was asked to explain the overdraft and to provide copies of the related mandatory records.

5. On December 3, 2014, Respondent provided the requested information with exceptions, and acknowledges that the "overdraft was [his] fault." Respondent moved funds from the trust account to his operating account without first balancing the account from the previous month, which led to the overdraft.

6. At the time of the overdraft the only funds in the trust account belonged to clients L. J. and G. N.

7. On November 18, 2014, Respondent deposited \$280.00 into the trust account on behalf of client R. S., then withdrew the same amount the next day with check 1074. The check was made payable to "cash." The \$280.00 deposit was from R. S. to Respondent to reimburse him for advanced costs. This was Respondent's money and it did not belong in the trust account. Check 1074 was one of four checks made payable to "cash."² Making checks payable to "cash" is insufficient to provide an audit trail which is necessary to show adequate internal controls.

8. Respondent was asked which client's fees were included in check 1071, the check that caused the overdraft. Respondent was initially unable to definitively identify the client's on whose behalf the funds were disbursed.

9. L. J.'s fee agreement states that client agrees to pay Attorney a retainer of \$10,000.00, of which \$3,000.00 is "earned on receipt." Respondent's fee

² Ck. 1300 - \$923.00; ck. 1301 - \$1,700.00; ck. 1070 - \$600.00; ck. 1073 - \$500.00; and ck. 1074 - \$280.00.

agreement does not advise the client that they may discharge the client at any time nor that they may be entitled to a refund, as required by ER 1.5(d)(3).

10. L. J.'s client ledger shows that check 1300 for \$923.00 was disbursed on October 9, 2014, and was described as a "Fee"; however, the memo portion of the check indicates the check was disbursed on behalf of client G. N. to hire an expert. Respondent was asked to clarify which client's fees were being removed. Respondent initially failed to provide supporting documentation.

11. On October 23, 2014, Respondent wrote check 1301 for \$1,700.00 from the L. J. account and described it as a "fee." But the memo portion of the check indicates \$1,400.00 was for fees owed by R. S., and \$300.00 was a cost reimbursement from G. N. Respondent was asked to clarify which client's funds were being removed. Respondent initially failed to provide supporting documentation.

12. On November 14, 2014, check 1072 for \$500.00 was disbursed. The memo portion on the check shows the check was disbursed on behalf of client L. J. However, there is no corresponding transaction reflected on the L. J. client ledger. There is, however, a \$500.00 disbursement reflected on G. N.'s client ledger. Respondent acknowledged that he made a mistake and the memo portion should have had G. N.'s name on it.

13. On May 1, 2015, Respondent was asked for additional information regarding client R. S. Respondent provided a copy of the contingency fee agreement. Initially, they had entered into a flat fee agreement, but after the defendant answered the complaint the representation was switched to contingency fee. Respondent did not provide R. S. with a writing communicating the scope of representation and the basis or rate of the fee and expenses, as required by ER 1.5(b).

14. Later that same day, Respondent provided the State Bar with amended client ledgers for G. N. and L. J. Respondent previously applied \$1,400.00 in earned fees to client L. J. Respondent corrected that to reflect that \$526.00 of the deposit was a payment by G. N. for attorney's fees and \$874.00 were fees earned from L. J.

15. Respondent also provided a corrected client ledger for G. N. reflecting a \$35.00 overdraft fee disbursement for November 5, 2015. The remaining funds in the account for G. N. were earned fees he could withdraw, so Respondent applied \$35.00 to reflect that the funds were applied to cover an overdraft charge instead of being withdrawn.

16. On May 1, 2015, Respondent was asked to provide billing statements for client G. N. in order to verify the costs and fees disbursed from the IOLTA. Respondent did not provide the billing statements, telling the State Bar that the billing statements contained information that could impact ongoing litigation. Respondent also explained that he generally does not prepare billing statements for contingency fee cases or flat fee cases. Respondent had previously sent the Bar a copy of the contingency fee agreement for client G. N. At this point, Respondent believed the Bar was asking him to prepare billing statements for client G. N. and send them to the Bar. He resisted, stating that disclosure of such information "would show what we are doing, with whom and why. That is extremely confidential."

17. On June 16, 2015, the trust account examiner sent Respondent a request for additional information. At bar counsel's direction, Respondent was reminded of Rule 70(b)(8),(9), and (10), Ariz. R. Sup. Ct. and informed that any records produced that contain trust account or financial account records do not become part of the public record.

18. In the June 16 request, Respondent was again asked to provide copies of all billing statements for client G. N. On July 2, 2015, Respondent referred to his May 1, 2015 correspondence and told the State Bar that he had not prepared billing statements for client G. N. He further stated he would need to discuss with client G. N. whether he could provide any such future statements he prepared to the Bar, out of concerns for protecting "client confidential information."

19. Respondent was asked to provide copies of all individual client ledgers that correspond to the period of December 2014 through May 2015. The bank account statements provided by Respondent show a \$16,800.00 cash deposit on May 12, 2015, and a subsequent \$16,700.00 disbursement³ on the same date. The memo line on the disbursement check reads "Fee - Gilferd." The general ledger Respondent provided reflects the May 12, 2015 deposit and disbursement and also describes the transaction as "Fee in Gilferd."

20. Respondent obtained a settlement on behalf of his client Mr. Gilford, who resided in Quartzsite. The nearest Wells Fargo branch was in Parker, so Respondent drove approximately 2.5 hours to meet Mr. Gilford at the bank in Parker on May 12, 2015. Mr. Gilford was adamant that he did not want the settlement check deposited into the IOLTA, so the bank split the check at the time of deposit. Mr. Gilford received his amount in the form of a deposit into his own account. In order to process the split of the settlement check, Respondent had to deposit the remaining \$16,800 into Respondent's IOLTA account. The same day, after getting back to his office from Parker, Respondent immediately withdrew \$16,700 in the form of a check to his

³ Check 1076

business account, because the \$16,800 was his earned fee. Respondent left the rest of the funds in the trust account. Respondent commingled his funds with client funds.

21. Although Respondent initially raised concerns about, and objected to, producing documents and information to Bar that was protected by ER 1.6 and the attorney/client privilege, he later acknowledged that he was in error and thereafter cooperated with the Bar by providing additional documents pursuant to a protective order.

22. The trust account examiner's review of the file also revealed the deficiencies:

- a. The contingency fee agreement does not state whether expenses are to be deducted before or after the contingent fee is calculated.
- b. Respondent's general ledger and individual client ledgers provided on December 3, 2014 and May 2, 2015, do not record the name of the payor of funds received nor the name of the payee of funds disbursed from the IOLTA.
- c. Respondent's general ledger reflects the disbursement of check 1071 in the amount of \$1,500.00 on November 1, 2014, when the balance was \$1,187.58. Respondent did not record the disbursement of check 1071 and the subsequent credit on any client ledger.
- d. Respondent's general ledger reflects an unexpended balance of \$16,817.58 after a \$16,800.00 deposit was made on May 12, 2015. The next transaction shows check 1076 being disbursed the same day, for the same amount. The unexpended balance is \$107.58, for a difference of \$10.00. The bank account statement shows Respondent made a

- \$10.00 cash withdrawal on May 12, 2015. Respondent failed to record the disbursement on the general ledger or on an individual client ledger.
- e. Respondent disbursed check 1075 in the amount of \$35.00 on January 13, 2015. However, Respondent's general ledger and amended client ledger record the check on January 16, 2015, the date the check cleared the IOLTA rather than the date the check was written. In addition, the amended client ledger records the check as 1078.

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 1.5(b), by failing to communicate in writing the basis of the fee for client R.S.; ER 1.5(d)(3), by failing to include in his "earned upon receipt" fee agreement that the client may discharge the lawyer at any time and may be entitled to a refund of all or part of the fee; ER 1.15(a), by failing to maintain complete records of account funds; Rule 43(b)(2)(A), Ariz. R. Sup. Ct., by failing to maintain complete records of account funds; and Rule 54(d), Ariz. R. Sup. Ct., by initially refusing to fully cooperate with the State Bar.

RESTITUTION

Restitution is not an issue in this matter.

SANCTION

Respondent and the State Bar of Arizona agree that based on the facts and circumstances of this matter, as set forth above, the following sanctions are appropriate: REPRIMAND AND TWO-YEARS PROBATION.

The terms of probation include attending the State Bar's Trust Account Ethics Enhancement Program (TAEED). The State Bar will conduct an in-depth review of Respondent's trust account to establish terms of probation. The State Bar will also conduct an in-depth review of Respondent's fee agreements. Respondent shall modify his fee agreements as directed by the State Bar after this review. 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 4.1* is the appropriate *Standard* given the facts and circumstances of this matter. *Standard 4.13* provides that:

Reprimand is generally appropriate when a lawyer is negligent in dealing 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 clients.

The lawyer's mental state

For purposes of this agreement the parties agree that Respondent was negligent in his handling of the trust account and his clients' funds and that his conduct was in violation of the Rules of Professional Conduct. Respondent had proper trust account procedures in place, but he failed to follow those procedures.⁴

The extent of the actual or potential injury

For purposes of this agreement, the parties agree that there was potential harm to clients.

Aggravating and mitigating circumstances

The parties conditionally agree that the following aggravating and mitigating factors should be considered.

⁴ Comment to ABA *Standard 4.13* "[R]eprimand is appropriate for lawyers who simply fail to follow their established procedures. Reprimand is also appropriate when a lawyer is negligent in training and supervising his or her office staff concerning proper procedures in handling client funds."

In aggravation:

Standard 9.22(e) bad faith obstruction of the State Bar's request for information during its investigation by initially failing to provide requested documents and information.

In mitigation:

Standard 9.32(a) absence of prior disciplinary record.

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

Discussion

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

CONCLUSION

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

DATED this 15th day of September 2016

STATE BAR OF ARIZONA



Shauna R. Miller
Senior Bar Counsel

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

DATED this _____ day of August, 2016.

Keith M. Knowlton
Respondent

DATED this _____ day of August, 2016.

Osborn Maledon PA

Geoffrey M.T. Sturr
Chelsea Sage Durkin Gaberdiel
Counsel for Respondent

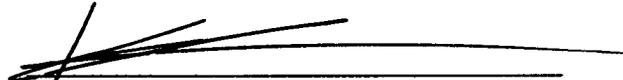
Approved as to form and content



Maret Vessella
Chief Bar Counsel

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

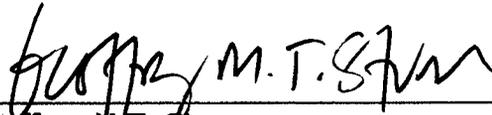
DATED this 31st day of August, 2016.



Keith M. Knowlton
Respondent

DATED this 31st day of August, 2016.

Osborn Maledon PA



Geoffrey M.T. Sturr
Chelsea Sage Durkin Gaberdiel
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 2nd day of September, 2016.

Copy of the foregoing emailed
this 2nd day of September, 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 2nd day of September, 2016, to:

Geoffrey M.T. Sturr
Chelsea Sage Durkin Gaberdiel
Osborn Maledon PA
2929 N Central Ave Ste 2100
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cgaberdiel@omlaw.com
Respondent's Counsel

Copy of the foregoing hand-delivered
this 2nd day of September, 2016, to:

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

by: 
SRM:bln

EXHIBIT A

Statement of Costs and Expenses

In the Matter of a Member of the State Bar of Arizona,
KEITH M. KNOWLTON Bar No. 011565, Respondent

File No. 14-3327

Administrative Expenses

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

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

General Administrative Expenses for above-numbered proceedings

\$1,200.00

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

Staff Investigator/Miscellaneous Charges

08/07/15	Accurint Invoice - Search Inquiries	\$	26.70
09/11/15	Wells Fargo Invoice - Subpoenaed Documents	\$	63.00
Total for staff investigator charges		\$	89.70

TOTAL COSTS AND EXPENSES INCURRED **\$1,289.70**

EXHIBIT B

**BEFORE THE PRESIDING DISCIPLINARY
JUDGE**

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

**KEITH M. KNOWLTON,
Bar No. 011565,**

Respondent.

PDJ

[State Bar No. 14-3327]

FINAL JUDGMENT AND ORDER

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, **Keith M. Knowlton**, 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 years.

IT IS FURTHER ORDERED that Respondent shall attend a half-day Trust Account Ethics Enhancement Program (TAEEP). Respondent shall contact the State Bar Compliance Monitor at (602) 340-7258, within 10 days from the date of service of this Order to schedule attendance at the next available class. Respondent will be responsible for the cost of attending the program.

IT IS FURTHER ORDERED that Respondent shall contact the Compliance Monitor within 10 days from the date of service of this Order to discuss the scheduling of a LOMAP review of his trust account and his fee agreement.

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 \$1,289.70, 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 August, 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 September, 2016.

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

Geoffrey M.T. Sturr
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Respondent's Counsel

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

Shauna R Miller
Bar Counsel - Litigation
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Phoenix, Arizona 85016-6266
Email: LRO@staff.azbar.org

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

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

by: _____