

BEFORE THE PRESIDING DISCIPLINARY JUDGE

IN THE MATTER OF A LICENSED
ALTERNATIVE BUSINESS STRUCTURE

PDJ 2024-9035

FINAL JUDGMENT AND ORDER

[State Bar File No. 23-0806-ABS]

Respondent.

FILED MAY 2, 2024

The Presiding Disciplinary Judge having accepted the parties' Agreement for Discipline by Consent pursuant to Rule 57(a), Ariz. R. Sup. Ct.,

IT IS ORDERED that [REDACTED] is reprimanded for its conduct in violation of the Arizona Rules of Professional Conduct and Arizona Code of Judicial Administration, as outlined in the consent documents.

IT IS FURTHER ORDERED placing [REDACTED] on probation for one year with the following terms:

- a) Law Office Management Assistance Program (LOMAP) (Full assessment): Respondent shall contact the State Bar Compliance Monitor at (602) 340-7258 within 10 days to schedule an initial LOMAP assessment meeting. Respondent shall then participate in the LOMAP assessment and shall complete any follow-up deemed necessary by LOMAP, including any needed follow-up meetings throughout the period of participation. Respondent shall sign terms and conditions of participation, including reporting requirements, which shall be incorporated herein. Respondent is responsible for any costs associated with

LOMAP.

- b) Within 30 days, Respondent shall provide a copy of the underlying Agreement for Discipline by Consent, this Final Judgment and Order, and the LOMAP terms to the Committee on Alternate Business Structures.
- c) Respondent shall commit no further violations of the Rules of Professional Conduct or Arizona Code of Judicial Administration.

Probation may be renewed for an additional year at the State Bar's request.

IT IS FURTHER ORDERED that Respondent pay the costs and expenses of the State Bar of Arizona in the amount of \$1,200.00 within 30 days. There are no costs or expenses incurred by the office of the Presiding Disciplinary Judge in these proceedings.

DATED this 2nd day of May, 2024.

Margaret H. Downie
Margaret H. Downie
Presiding Disciplinary Judge

Copy of the foregoing emailed
this 2nd day of May, 2024, to:

Stephen P. Little
lro@staff.azbar.org

[REDACTED]

by: SHunt

BEFORE THE PRESIDING DISCIPLINARY JUDGE

IN THE MATTER OF A LICENSED
ALTERNATIVE BUSINESS STRUCTURE

[REDACTED]

Respondent.

PDJ 2024-9035

ORDER ACCEPTING
AGREEMENT FOR DISCIPLINE
BY CONSENT

[State Bar File No. 23-0806-ABS]

FILED MAY 2, 2024

On April 22, 2024, the parties filed an Agreement for Discipline by Consent ("Agreement") pursuant to Rule 57(a), Ariz. R. Sup. Ct. The State Bar of Arizona is represented by Senior Bar Counsel Stephen P. Little. Respondent [REDACTED]

[REDACTED] A probable cause order issued on November 6, 2023, but no formal complaint has been filed.

Contingent on approval of the proposed form of discipline, [REDACTED] ("Respondent") has voluntarily waived its right to an adjudicatory hearing, as well as all motions, defenses, objections, or requests that could be asserted. The State Bar is the complainant in this matter; therefore, notice pursuant to Rule 53(b)(3), Ariz. R. Sup. Ct., is not required.

The Agreement details a factual basis in support of Respondent's conditional admissions and is incorporated by reference. See Rule 57(a)(4), Ariz. R. Sup. Ct. Respondent conditionally admits violating Rule 42, Ariz. R. Sup. Ct., ER 1.5(e), and ER

7.1, as well as ACJA § 7-209(G)(2)(a). As a sanction, the parties agree to the imposition of a reprimand, probation with specified terms, and payment of costs to the State Bar.

The Agreement sets forth in detail the factual background for the ethical violations, which is not repeated herein. Respondent is licensed as an Alternative Business Structure (ABS), and the violations at issue relate primarily to its advertising content and representation agreements. In describing the conditionally admitted misconduct, the Agreement states:

Respondent was negligent in running television and web advertisements that conflated corporate names and did not properly notify consumers of the co-counsel arrangement under which their cases would be handled. Respondent was also negligent in failing to make the required division of responsibility disclosures in the underlying written co-counsel and client agreements.

According to the Agreement, Respondent has modified its problematic processes and procedures and has hired a compliance attorney based in Arizona to handle all Arizona client matters.

Sanctions imposed against an ABS “shall be determined in accordance [with] ACJA § 7-209 and to the extent applicable, with the American Bar Association *Standards for Imposing Lawyer Sanctions*[.]” (“ABA Standards”). Rule 58(k), Ariz. R. Sup. Ct. In evaluating the propriety of an agreed-upon sanction, the PDJ considers the duty violated, the relevant mental state, the actual or potential injury caused by the misconduct, and the existence of aggravating and mitigating factors.

The parties agree that Respondent violated duties owed to the profession, the legal system, and the public. They further agree the misconduct was negligent in nature, not intentional. There was potential harm to the profession, the legal system, and the public.

The parties rely on ABA Standard 7.3, which states that a reprimand is generally appropriate for negligent conduct that violates duties owed as a professional and causes injury or potential injury. No aggravating factors apply here, but two mitigating factors have been identified: absence of prior disciplinary record and cooperative attitude toward proceedings.

Under the circumstances, the presumptive sanction of reprimand is appropriate – particularly given the parties’ stipulated terms of probation, which should help ensure that similar problems do not recur.

IT IS ORDERED accepting the Agreement for Discipline by Consent. A final judgment and order is separately filed this date.

DATED this 2nd day of May, 2024.

Margaret H. Downie
Margaret H. Downie
Presiding Disciplinary Judge

Copy of the foregoing e-mailed
this 2nd day of May, 2024 to:

Stephen P. Little
lro@staff.azbar.org

[REDACTED]

by: SHunt

Stephen P. Little, Bar No. 023336
Senior Bar Counsel
State Bar of Arizona
4201 N. 24th Street, Suite 100
Phoenix, Arizona 85016-6266
Telephone: 602-340-7253
Email: LRO@staff.azbar.org

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Respondent's Counsel

BEFORE THE PRESIDING DISCIPLINARY JUDGE

**IN THE MATTER OF A LICENSED
ABS,**

[REDACTED]
[REDACTED]

Respondent.

PDJ 2024- 9035

State Bar File No. **23-0806-ABS**

**AGREEMENT FOR DISCIPLINE
BY CONSENT**

The State Bar of Arizona, and Respondent [REDACTED] which is represented in this matter by counsel, [REDACTED] hereby submit their Agreement for Discipline by Consent pursuant to Rule 57(a), Ariz. R. Sup. Ct. A probable cause order was entered on November 6, 2023, 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 its conduct, as set forth below, violated Rule 42, ERs 1.5(e) and 7.1(a), and ACJA § 7-209(G)(2)(a). Upon acceptance of this agreement, Respondent agrees to accept imposition of the following discipline:

Reprimand with Probation, the terms of which are set in Sanctions below.

Respondent also agrees to pay the costs and expenses of the disciplinary proceeding, within 30 days from the date of this order. 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.

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.

FACTS

GENERAL ALLEGATIONS

1. Respondent [REDACTED] is an Arizona registered PLLC also registered with the Colorado Secretary of State as a Registered Foreign Entity. [REDACTED] was granted Arizona Alternative Business Structure (“ABS”) licensure on August 25, 2021, and was a licensed ABS at all times relevant to this Consent. At the time it became licensed, [REDACTED] had no existing Arizona business and no Arizona clients. There is dispute as to whether [REDACTED] adequately disclosed during its licensing hearing that it intended to operate in states other than Arizona or that it intended to enter into joint representation agreements with other lawyers as its primary model of operation.

COUNT ONE (File no. 23-0806-ABS)

2. [REDACTED] operates on a joint representation/referral model. If a client retains the firm, [REDACTED] utilizes a local co-counsel attorney in the relevant state who performs substantive legal work on the client’s case, although [REDACTED] enters into a joint representation agreement with the local co-counsel providing for joint responsibility and a fee split arrangement.

3. At the time relevant to the Complaint, Attorney [REDACTED], [REDACTED], [REDACTED] designated Compliance Lawyer, was the only attorney directly employed by [REDACTED]. Attorney [REDACTED] had no experience in personal injury law prior to becoming the Compliance Lawyer for [REDACTED]

4. Attorney [REDACTED] is licensed in Arizona, but is physically located in the state of Georgia. Attorney [REDACTED] became licensed in Arizona in order to serve as the compliance lawyer for [REDACTED] and had no other significant contacts with Arizona.

5. [REDACTED] operates in all 50 states, and as of June of 2023, was handling approximately 8,500 active client matters.

6. At the time relevant to the Complaint, [REDACTED]'s written agreements with the Arizona participating local co-counsel and the co-counsel fee agreements with the actual clients provided that "...the division of fees ... will be made ... with Firm receiving half of the gross attorney fee and [REDACTED] receiving half of the gross attorney fee." The agreements provided that "...Firm will maintain joint financial responsibility with [REDACTED] in the performance of legal service..." However, these agreements did not communicate how the division of responsibility for the representation would be divided between the firms, as required by ER 1.5(e). [REDACTED] has since hired an attorney in Arizona to handle all Arizona client matters.

7. █████'s written agreements with the Louisiana participating local co-counsel and the co-counsel fee agreements with the actual clients provided that █████ was entitled to either 33% or 50% of the gross fee and indicated that the firms would share joint financial responsibility for the case. While there is disagreement about whether █████ performed meaningful legal services in the client matters themselves, as required by Louisiana rule, and █████ is not admitting a rule violation in this regard, █████ has updated its processes, and compliance with these rules will be addressed in █████'s participation in probation.

8. █████'s written agreements with the Hawaii participating local co-counsel and the co-counsel fee agreements with the actual clients provided that █████ was entitled to 33% of the gross fee and indicated that the firms would share joint financial responsibility for the case. While there is disagreement about whether this division of fees was in proportion to the services performed by █████ in the client matters, as required by Hawaii rule, and █████ is not admitting a rule violation in this regard, █████ has updated its processes, and compliance with these rules will be addressed in █████'s participation in probation.

9. █████'s written agreements with the Ohio participating local co-counsel and the co-counsel fee agreements with the actual clients provided that █████ was

entitled to 50% of the gross fee and indicated that the firms would share joint financial responsibility for the case. While [REDACTED]'s prior procedures did not require signing the written closing statements in the client matters, as required by Ohio rule, and [REDACTED] is not admitting a rule violation in this regard, [REDACTED] has implemented updated procedures, and [REDACTED]'s compliance will be addressed through participation in probation.

10. [REDACTED]'s written agreements with the Florida participating local co-counsel and the co-counsel fee agreements with the actual clients provided that [REDACTED] was entitled to either 25% or 50% of the gross fee and indicated that the firms would share joint financial responsibility for the case. While [REDACTED]'s prior procedures did not require signing the client fee agreement contracts, as required by Florida rule, and [REDACTED] is not admitting a rule violation in this regard, [REDACTED] has implemented updated procedures, and [REDACTED]'s compliance will be addressed through participation in probation.

11. LHP runs advertisements nationally. Advertisements are run both by [REDACTED] itself and by [REDACTED]s, an outside Colorado vendor to which [REDACTED] pays a nominal fee.

12. When running television advertisements in early 2022, [REDACTED] conflated and used interchangeably, the name [REDACTED] which is a registered trade name of [REDACTED] with [REDACTED]

13. In the television commercials for [REDACTED], the text throughout the commercials referred to them as commercials for [REDACTED] and referenced [REDACTED] website, but the disclaimer text at the bottom indicated that they were advertisements for [REDACTED], the Arizona ABS.

14. [REDACTED]'s website, lhplawgroup.com, identified [REDACTED] as the "[REDACTED]" [REDACTED] which is an Arizona registered trade name of [REDACTED]

15. The [REDACTED] website made a number of advertising claims intended to solicit clients, including:

- a) "We take care of all of the legal work while you can focus on the more important things in your life,"
- b) "Let our decades of experience go to work for you,"
- c) "After you've been injured in an accident, rest assured we take care of all the legal legwork and allow you to focus on the more important things in your life, like putting your life back together. We will shoulder the legal burden and all of the details required to winning your case [SIC], while you focus on healing,"
- d) "[REDACTED] is a boutique law firm with a passion for seeking justice for our clients. We know that you can choose anyone to

represent you in your injury case, and we take the responsibility of your trust very seriously. When we represent you, it is our mission to make sure that you receive a maximum recovery from your accident,” and,

e) “What makes us different?

1. Boutique law firm with a personal touch.
2. We treat all of our clients like family.
3. We seek full compensation for your accident, from all liable sources.
4. Attorney with 20+ years of experience.
5. Honest and open communication throughout the process”

16. ■■■■■’s website did not notify potential clients of ■■■■■s co-counsel/referral model, that the substantive legal representation would be conducted by other lawyers or law firms via a co-counsel arrangement, or that a fee-split arrangement would be made for the handling of their case.

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 it violated Rule 42, ERs 1.5(e) and 7.1(a), and ACJA § 7-209(G)(2)(a).

CONDITIONAL DISMISSALS

As no formal complaint has been filed yet in this matter, there are no conditional dismissals to be made.

RESTITUTION

Restitution is not an issue in this matter.

SANCTION

Respondent and the State Bar of Arizona agree that based on the facts and circumstances of this matter, as set forth above, the following sanctions are appropriate: Reprimand with Probation for two (1) year, which may be renewed for an additional year at the State Bar's request. **The terms of probation which will consist of:**

1. LOMAP (FULL ASSESSMENT): Respondent shall contact the State Bar Compliance Monitor at (602) 340-7258, within 10 days from the date this order is executed to schedule an initial Law Office Management Assistance Program (LOMAP) assessment meeting. Respondent shall then participate in the LOMAP assessment and shall complete all follow up deemed necessary by LOMAP, including any needed follow-up

meetings throughout the period of participation. Respondent shall sign terms and conditions of participation, including reporting requirements, which shall be incorporated herein. Respondent will be responsible for any costs associated with LOMAP.

2. Within 30 days of the Judgment and Order in this case, Respondent shall provide a copy of this Consent Agreement, the resulting Judgment and Order and the LOMAP terms to the Committee on Alternative Business Structures.

Respondent shall commit no further violations of the Rules of Professional Conduct.

NON-COMPLIANCE WITH PROBATION

If Respondent fails to comply with any of the foregoing probation terms and the State Bar of Arizona receives information thereof, 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 Respondent breached a term of probation and, if so, to recommend an appropriate sanction. If the State Bar alleges 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.

If Respondent violates any of the terms of this agreement, the State Bar may bring further discipline proceedings.

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. *Standard 1.3, In re Pappas*, 159 Ariz. 516, 768 P.2d 1161 (1988). The *Standards* provide guidance with respect to an appropriate sanction in this matter.

In determining an appropriate sanction, the Court considers 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. *Standard 3.0*.

The parties agree that the following *Standard, 7.3 Violations of Other Duties Owed as a Professional*, is the appropriate *Standard* given the facts and circumstances of this matter. *Standard 7.3 Violations of Other Duties Owed as a Professional* provides that Reprimand is generally appropriate when a lawyer negligently 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.

In this case, Respondent was negligent in running television and web advertisements that conflated corporate names and did not properly notify consumers of the co-counsel arrangement under which their cases would be handled. Respondent was also negligent in failing to make the required division of responsibility disclosures in the underlying written co-counsel and client agreements.

The duty violated

Respondent's conduct violated his duty to the profession, the legal system and the public.

The lawyer's mental state

Respondent's negligent conduct was in violation of the Rules of Professional Conduct.

The extent of the actual or potential injury

There was potential harm to the profession, the legal system and the public.

Aggravating and mitigating circumstances

The presumptive sanction is Reprimand. The parties conditionally agree that the following aggravating and mitigating factors should be considered:

In aggravation: None.

In mitigation:

- a) Absence of prior disciplinary record.
- e) Cooperative attitude towards proceedings.

Discussion

Considering all factors, the presumptive sanction of Reprimand with Probation is appropriate. 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. In re *Peasley*, 208 Ariz. 27 (2004). Recognizing that determination of the appropriate sanction is the prerogative of the Presiding Disciplinary Judge, the State Bar and Respondent believe that the objectives of discipline will be met by the imposition of the proposed sanction of Reprimand with Probation and the imposition of costs and expenses. A proposed form of order is attached hereto as Exhibit B.

DATED this 22nd day of April 2024

STATE BAR OF ARIZONA

/s/Stephen P. Little

Stephen P. Little
Senior Bar Counsel

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

DATED this _____ day of April, 2024.

Respondent

CONCLUSION

The object of lawyer discipline is not to punish the lawyer, but to protect the public, the profession and the administration of justice. In re *Peasley*, 208 Ariz. 27 (2004). Recognizing that determination of the appropriate sanction is the prerogative of the Presiding Disciplinary Judge, the State Bar and Respondent believe that the objectives of discipline will be met by the imposition of the proposed sanction of Reprimand with Probation and the imposition of costs and expenses. A proposed form of order is attached hereto as Exhibit B.

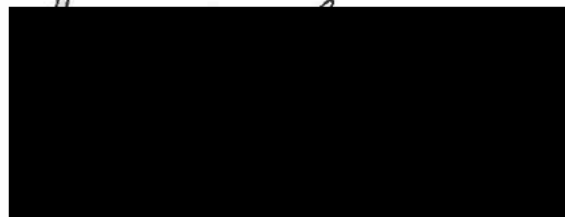
DATED this _____ day of April 2024

STATE BAR OF ARIZONA

Stephen P. Little
Senior Bar Counsel

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

DATED this 22 day of April, 2024.



DATED this 22nd day of April, 2024.

Osborn Maledon PA



Approved as to form and content

Maret Vessella
Chief Bar Counsel

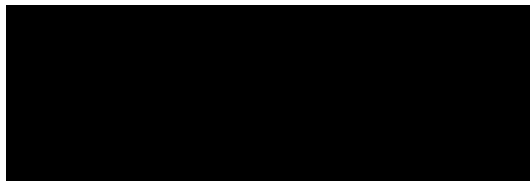
Original filed with the Disciplinary Clerk of
the Office of the Presiding Disciplinary Judge
of the Supreme Court of Arizona
this ___ day of April, 2024.

Copy of the foregoing emailed
this ___ day of April, 2024, to:

The Honorable Margaret H. Downie
Presiding Disciplinary Judge
Supreme Court of Arizona
1501 West Washington Street, Suite 102
Phoenix, Arizona 85007
E-mail: officepdj@courts.az.gov

DATED this _____ day of April, 2024.

Osborn Maledon PA



Approved as to form and content

/s/Maret Vessella

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 22nd day of April, 2024.

Copy of the foregoing emailed
this 22nd day of April, 2024, to:

The Honorable Margaret H. Downie
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 emailed
this 22nd day of April, 2024, to:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Copy of the foregoing hand-
delivered this 22nd day of April,
2024, to:

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

by: /s/Jackie Brokaw
SPL/jlb

EXHIBIT A

Statement of Costs and Expenses

In the Matter of Alternative Business Structure
[REDACTED] Respondent.

File No. 23-0806-ABS

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.

Additional Costs

Total for additional costs \$ 0.00

TOTAL COSTS AND EXPENSES INCURRED \$1,200.00

EXHIBIT B

BEFORE THE PRESIDING DISCIPLINARY JUDGE

**IN THE MATTER OF A LICENSED
ABS,**

**LEGAL HELP PARTNERS, PLLC,
ABS NO. 70120**

Respondent.

PDJ

**FINAL JUDGMENT AND
ORDER**

State Bar No. 23-0806-ABS

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

Accordingly:

IT IS ORDERED that Respondent, [REDACTED] is **Reprimanded** conduct in violation of the Arizona Rules of Professional Conduct, as outlined in the consent documents.

IT IS FURTHER ORDERED that Respondent is placed on probation for a period of two (1) year, which may be renewed for an additional year at the State Bar's request. The terms of probation are:

a) LOMAP (FULL ASSESSMENT): Respondent shall contact the State Bar Compliance Monitor at (602) 340-7258, within 10 days from the date this order is executed to schedule an initial Law Office Management Assistance Program (LOMAP) assessment meeting. Respondent shall then participate in the LOMAP assessment and shall complete all follow up deemed necessary by LOMAP, including any needed follow-up meetings throughout the period of participation. Respondent shall sign terms and conditions of participation, including reporting requirements, which shall be incorporated herein. Respondent will be responsible for any costs associated with LOMAP.

b) Within 30 days of the Judgment and Order in this case, Respondent shall provide a copy of the underlying Consent Agreement, the resulting Judgment and Order and the LOMAP terms to the Committee on Alternative Business Structures.

Respondent shall commit no further violations of the Rules of Professional Conduct.

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 April, 2024.

**Margaret H. Downie,
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 April, 2024.

Copies of the foregoing mailed/emailed
this _____ day of April, 2024, to:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Copy of the foregoing emailed/hand-delivered
this ____ day of April, 2024, to:

Stephen P Little
Senior Bar Counsel
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 April, 2024 to:

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

by: _____