



FILED

FEB 10 2015

STATE BAR OF NEVADA  
BY: [Signature]  
OFFICE OF BAR COUNSEL

1 Case No.: SG13-0027; SG14-0384

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3 STATE BAR OF NEVADA

4 SOUTHERN NEVADA DISCIPLINARY BOARD

5  
6 STATE BAR OF NEVADA, )

7 Complainant, )

8 vs. )

9 JOHN A. PIET, ESQ., )  
10 BAR NO. 10717, )

11 Respondent. )

FINDINGS OF FACT, CONCLUSIONS OF  
LAW AND ORDER APPROVING  
CONDITIONAL GUILTY PLEA IN  
EXCHANGE FOR A STATED FORM OF  
DISCIPLINE: PUBLIC REPRIMAND

12 This matter came before a designated Formal Hearing Panel of the Southern Nevada  
13 Disciplinary Board (Panel) at 9:00 a.m. on January 30, 2015, for consideration of the  
14 Conditional Guilty Plea in Exchange for a Stated Form of Discipline (Plea) tendered by  
15 attorney John A. Piet, Esq., (Respondent) Bar No. 10717. The Panel consisted of Chair  
16 Candace Carlyon, Esq.; Tom Ryan, Esq.; Robert O'Brien, Esq.; Daniel Royal, Esq.; and  
17 William Holland, Lay-member. Assistant Bar Counsel Jason R. Dworin, Esq., represented  
18 the State Bar of Nevada (State Bar). Respondent was represented by William B. Terry,  
19 Esq.

20 Pursuant to Supreme Court Rule (SCR) 113, Respondent tendered the proposed  
21 Plea, attached hereto, which contains the approval of the parties and recommendation for  
22 approval by the Panel. **Exhibit 1.**

23 Based upon the pleadings on file herein and the proposed Plea, the Panel issues, on  
24 a unanimous vote, the following Findings of Fact, Conclusions of Law, and Order:  
25

1 **FINDINGS OF FACT**

2 1. Respondent is an attorney licensed to practice law in the State of Nevada  
3 admitted on or about October 2007.

4 2. The Stipulation of Facts, as set forth in Part II of the Plea, accurately reflects  
5 this Panel's findings regarding facts and circumstances pertinent to these proceedings.

6 3. On August 15, 2014, the State Bar filed its Complaint charging Respondent in  
7 two (2) counts (Barahona and Dandoy) both citing violations of Rule of Professional Conduct  
8 (RPC) 1.3 (Diligence), RPC 1.4 (Communication), RPC 1.5 (Fees), RPC 5.1  
9 (Responsibilities of Partners, Managers, and Supervising Lawyers), RPC 5.3  
10 (Responsibilities Regarding Non-Lawyer Assistants), and RPC 8.4(a),(d)(Misconduct).

11 4. Respondent through his counsel timely filed his Verified Answer on September  
12 14, 2014.

13 5. Respondent entered into the Plea knowingly and voluntarily and was not  
14 subject to any duress or coercion in doing so.

15 6. Respondent's stipulation to the facts set forth in the Plea is hereby adopted.

16 7. At the time of hearing, the Parties stipulated to amend the Stated Form of  
17 Discipline in the Plea to add restitution in the amount of \$2,500 to Ms. Dandoy. The Parties  
18 agreed this restitution shall be for the purpose of this plea only, and shall not have any effect  
19 on Ms. Dandoy's rights in any other civil forum she may choose to pursue against  
20 Respondent or his firm. Respondent may, however, proffer this payment as setoff in any  
21 such action. The Panel hereby approves this amendment.

22 8. With the amendment as noted, Respondent's Plea is approved.

23 **CONCLUSIONS OF LAW**

24 Based upon the foregoing Findings of Fact, the Panel hereby issues the following  
25 Conclusions of Law:

1 1. That the Southern Nevada Disciplinary Board has jurisdiction over Respondent  
2 and the subject matter of these proceedings pursuant to Supreme Court Rule 99;

3 2. That the Panel approves the Plea, with the amendment of \$2,500 restitution to  
4 Ms. Dandoy, submitted in accordance with SCR 105(2)(d) and SCR 113;

5 3. That Respondent shall receive a Public Reprimand regarding his ethical  
6 responsibilities in Count 2 (Dandoy) pursuant to (RPC) 1.3 (Diligence), RPC 1.4  
7 (Communication), RPC 1.5 (Fees), RPC 5.1 (Responsibilities of Partners, Managers, and  
8 Supervising Lawyers), and RPC 5.3 (Responsibilities Regarding Non-Lawyer Assistants);

9 4. That in exchange for the instant Plea as amended, Count 1 (Barahona) is  
10 dismissed in its entirety, on the condition that Respondent submit to binding Fee Dispute  
11 Arbitration with Ms. Barahona. In the matter of Count 2, the charges regarding violations of  
12 RPC 8.4(a) and (d)(Misconduct) are also dismissed.

13 5. Costs are appropriate in this matter pursuant to SCR 120 and hereby  
14 approved, with Bar counsel and staff salaries waived.

#### 15 AGGRAVATION AND MITIGATION

16 1. In aggravation, the Panel finds vulnerability of the victim. SCR 102.5(1)(h).

17 2. In mitigation, the Panel finds:

18 a. Absence of a disciplinary record. SCR 102.5(2)(a); and

19 b. Cooperative attitude towards the disciplinary proceeding and acceptance of  
20 responsibility (SCR 102.5(2)(e)).

#### 21 DECISION AND ORDER

22 Based upon the foregoing Findings of Fact and Conclusions of Law, the Panel hereby  
23 ORDERS that Respondent be sanctioned as follows:

24 1. *Public Reprimand.* Respondent shall receive the Public Reprimand attached  
25 hereto as Exhibit 2.

1           2.     *Fee Dispute.* Respondent shall agree to and participate fully in binding Fee  
2 Dispute Arbitration in the *Barahona* matter. Failure to do so will be grounds for separate  
3 discipline.

4           3.     *Restitution.* Respondent shall pay restitution in the amount of \$2,500 to Ms.  
5 Dandoy within ninety (90) days of this Order, and provide written proof of that payment to  
6 Bar Counsel.

7           4.     *Continuing Legal Education.* In the 2015 reporting cycle, Respondent shall  
8 complete five (5) additional hours of continuing legal education in the areas of client  
9 communication and/or law office management.

10          5.     *Costs.* Respondent shall pay the actual costs of these disciplinary  
11 proceedings, excluding Bar Counsel and Staff salaries, within thirty (30) days of receiving  
12 an invoice from the State Bar. SCR 120

13                           DATED this 9<sup>th</sup> day of February, 2015.

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16                           \_\_\_\_\_  
Candace Carlyon, Esq.  
17                           Formal Hearing Panel Chair  
                                  Southern Nevada Disciplinary Board

18  
19 JOINTLY SUBMITTED by:

20 STATE BAR OF NEVADA

RESPONDENT

21  
22 \_\_\_\_\_  
23 JASON R. DWORIN, ESQ.  
Assistant Bar Counsel

WILLIAM B. TERRY, ESQ.  
Attorney for Respondent

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**EXHIBIT 1**

*John Piet, Panel Order Case Nos.: SG13-0027; SG14-0384*



**FILED**

JAN 20 2015

1 Case No.: SG13-0027; SG14-0384

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STATE BAR OF NEVADA

STATE BAR OF NEVADA

BY:   
OFFICE OF BAR COUNSEL

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SOUTHERN NEVADA DISCIPLINARY BOARD

5

STATE BAR OF NEVADA,

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Complainant,

7

vs.

**CONDITIONAL GUILTY PLEA  
IN EXCHANGE FOR A  
STATED FORM OF DISCIPLINE:  
PUBLIC REPRIMAND**

8

JOHN A. PIET, ESQ.,  
BAR NO. 10717,

9

Respondent.

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11

John A. Piet, Esq. (Respondent), by and through his counsel, William B. Terry,

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Esq., hereby tenders to Assistant Bar Counsel for the State Bar of Nevada (State Bar)

13

the following Conditional Guilty Plea pursuant to Supreme Court Rule (SCR) 113(1) and

14

agrees to the imposition of the following Stated Form of Discipline in the above-captioned

15

cases.

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I.  
**CONDITIONAL GUILTY PLEA.**

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Through the instant Plea, Respondent, John A. Piet, Bar No. 10717, agrees and

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admits as follows:

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1. Respondent, after consulting with independent counsel of his choosing,

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freely enters into this plea agreement, and in the matter of Count 2 (SG13-0027/Dandoy)

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hereby pleads guilty and admits to violating Rules of Professional Conduct (RPC) 1.3

22

(Diligence); RPC 1.4 (Communication); RPC 1.5 (Fees); RPC 5.1 (Responsibilities of

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Partners, Managers, and Supervising Lawyers); and RPC 5.3 (Responsibilities Regarding

24

Non-Lawyer assistants); as set forth in the Formal Complaint filed August 15, 2014 in the

25

1 above-captioned matter and in accordance with the Stipulation of Facts stated herein.

2 The Parties stipulate that Count 1 (SG14-0384/Barahona) shall be dismissed.

3 2. Respondent is now and at all pertinent times was a licensed attorney in the  
4 State of Nevada, admitted in 2007, having his principal place of business in Clark County,  
5 Nevada, and engaged in acts of misconduct warranting the imposition of professional  
6 discipline as set out herein.

7 **II.**  
8 **STIPULATION OF FACTS.**

9 **Count 1 (SG14-0384/Barahona)**

10 3. Wendy Barahona (Barahona) hired Respondent on or about May 22, 2011,  
11 in an uncontested divorce matter for a flat fee of \$1,500, plus the filing fee. Barahona  
12 made small payments over several months until she had paid everything but the filing fee  
13 (September 2012).

14 4. Once Barahona had, in her estimation, paid in full, she began initiating calls  
15 and emails to Respondent's firm requesting confirmation of her payment status and  
16 copies of the related invoices. She says she was bounced around to several different  
17 non-lawyer assistants who kept telling her that her account was "paid in full," leading to  
18 her becoming frustrated as time passed as to why her simple divorce was not filed.

19 5. In January 2013 this matter was still pending and Barahona states she was  
20 engaged in a frustrating circle of trying to set an appointment with Respondent and being  
21 shuffled to one nonlawyer after another.

22 6. On February 6, 2013, Barahona emailed Respondent directly voicing her  
23 frustration. Nonlawyer Ronnie emailed her back and informed her that their records  
24 showed while the retainer had been paid in full for some time, the filing fee was still  
25 pending and that was why her case had not proceeded.

1           7.     Barahona went to the firm and paid the filing fee that same day.

2           8.     Respondent called Barahona on or about February 7, 2013, and in her  
3 words, "laughed it off" and told her he would be handling her matter from then forward.  
4 Respondent promised she would be divorced within a week.

5           9.     By March 16, 2013, Barahona was still not divorced. This was important  
6 because she needed a letter regarding her divorce to complete a loan modification  
7 application. She called the receptionist very upset and asked to speak to Respondent.  
8 After being sent to various different individual's voice mails for a week, Barahona did not  
9 ever receive a return of her messages.

10          10.    Increasingly frustrated, Barahona presented in person at Respondent's  
11 office on or around March 18, 2013. The receptionist told her that she needed an  
12 appointment. Barahona explained she had been trying to get one. The receptionist  
13 allegedly refused to set an appointment or see if Respondent or any lawyer were  
14 available, so Barahona dropped off a copy of her loan modification application with a  
15 letter to Respondent requesting the needed letter for the application.

16          11.    On or around March 19, 2013, Barahona again called Respondent's office  
17 and states she was only able to speak to the receptionist, whom Barahona informed she  
18 would be calling the State Bar if she did not get a call back.

19          12.    Barahona elected to seek new counsel and filed a bar grievance and a fee  
20 dispute in this matter.

21          13.    Respondent's conduct with respect to the foregoing is appropriately  
22 dismissed in consideration of this plea and attendant agreement to submit to binding fee  
23 dispute arbitration in this matter, with a strong warning to be mindful of his obligations as  
24 a supervising partner in his law firm as pertains to the conduct and communication of his  
25 subordinate staff, lawyers and nonlawyers alike.



**Count 2 (SG13-0027/Dandoy)**

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2           14.    In March 2011, Jennifer Dandoy (Dandoy) hired Respondent to represent  
3 her in both a divorce and a domestic violence case. She states she paid a \$2,500  
4 retainer fee for each matter, totaling \$5,000.

5           15.    Immediately, Dandoy experienced poor communication and delay in filing  
6 her initial divorce papers. Respondent rotated through office staff so fast Dandoy dealt  
7 with four (4) paralegals in the first year. Each time, the onus was placed on Dandoy to  
8 bring the new paralegal up to speed on her cases, and pay for that time.

9           16.    Dandoy states she never met Respondent and hired him over the phone,  
10 because at the time her legal need arose she had returned to her parents' home out-of-  
11 state. When she was in Nevada for her legal matters, however, she dealt exclusively  
12 with paralegals.

13           17.    Dandoy feels her divorce should have been simple, quick and easy.  
14 Instead, the matter dragged on for numerous months.

15           18.    Regarding the domestic violence matters, in December 2009 Dandoy was  
16 in Las Vegas visiting her then-husband because by then she was living in Utah attending  
17 school. They got into a heated argument outside of the dwelling, after which Dandoy left  
18 and drove home to Utah. She states she did not know the police were called by her  
19 husband, and a squad car showed up after she left. Her husband never told her about it,  
20 or that there was a court date for Dandoy sent in care of the address where the verbal  
21 altercation had occurred. The address belonged to Dandoy's estranged husband's ex-  
22 girlfriend's, a home which he was renting at the time.

23           19.    The court notice to Dandoy was returned to sender for the reasons set forth  
24 above, specifically the home was occupied by other residents and she did not live there.

25

1           20.   Consequently, completely unbeknownst to her, a bench warrant was issued  
2 for Dandoy's arrest because she did not appear for her court date.

3           21.   Dandoy and her husband thereafter temporarily reconciled but he allegedly  
4 never told her about the prior call to police or the resulting bench warrant. Over a year  
5 later, Dandoy and her husband had another argument while they were outside the home.  
6 Ultimately, her husband again called the police who arrested Dandoy upon arriving on  
7 scene, ostensibly primarily owing to the outstanding warrant based on the previous call  
8 made by the husband stacking with the current situation. At this point Dandoy had two  
9 (2) domestic violence charges.

10          22.   Dandoy's father drove down from Utah in the middle of the night to bail her  
11 out of jail through Affordable Bail Bonds and drove her home to Utah.

12          23.   The following Monday Dandoy called Respondent and hired over the phone  
13 as noted above. In October 2011, Respondent failed to show up to a court date and  
14 Dandoy again went to warrant. Affordable Bail Bonds called Dandoy right away, and  
15 allegedly told her that she missed her court date and they were going to send their  
16 bounty hunter to Utah and charge her \$3500 instead of \$1000 because she was living out  
17 of state.

18          24.   In a panic, Dandoy called Respondent's office. She is adamant she was  
19 told NOT to pay this fee and not to worry about it as Respondent's firm had filled a motion  
20 to quash the warrant. She says she followed this direction and did not pay.

21          25.   The day before Thanksgiving in 2011, three (3) bounty hunters showed up  
22 at Dandoy's home in Utah at 8:00 PM. She tried calling Respondent's office and was  
23 transferred to his after-hours service, which apprised her the best it could do was send  
24 Respondent an immediate email letting him know what was going on. The bounty hunters  
25 meanwhile were standing at the door, and offered Dandoy and her father a choice of her

1 going to jail on Thanksgiving Eve, or signing a Promissory Note which stated the bond  
2 service would refund the \$3500 for the outstanding bond on or before December 30,  
3 2011.

4 26. Feeling they had no other choice, Dandoy's father urged her to take the  
5 offer and they signed the note. When they were able to get in touch with Respondent a  
6 few days later, Dandoy says he reassured them not to pay, and that he would contact  
7 the bail bond company. Respondent told them to ignore any calls from the bail bond  
8 company in the interim, so they did.

9 27. Several months later, Dandoy was presented with certified mail informing  
10 that she and her father were being sued by Affordable Bail Bonds for \$10,000. Upon  
11 contacting Respondent about this, Respondent changed his position and claimed he  
12 never knew about the Promissory Note and if he had known about that he never would  
13 have advised her not to pay.

14 28. Respondent was able to come to an agreement with opposing counsel  
15 (Affordable Bail Bonds) for a payment of \$5000, and charged Dandoy for his efforts to  
16 resolve this issue.

17 29. Respondent's reply to the State Bar in this matter indicates in the divorce  
18 matter, his office always places a "team of staff members" on every case and he was the  
19 partner in this case. There was also an associate lawyer, legal assistant, and secretary.

20 30. Respondent does not deny the staff turnover but says his office was in  
21 contact with Dandoy "at all times necessary." He states there was little discovery  
22 because there were little assets and no children, and agrees the case took much longer  
23 than it should have. However, Respondent places on the blame on opposing counsel's  
24 failings, not his. He says the decree was submitted and filed by opposing counsel  
25 without Respondent's review and approval. Notwithstanding, he found no substantive

1 errors in it. The only issue was a fee Dandoy's husband owed her for a non-appearance.  
2 Respondent says a decision was made to file a motion with the court for the "slight  
3 errors" and lack of payment by the opposing party, and that at the time of the grievance  
4 file, "his associate [was] still waiting on a reply from Dandoy" which she flatly denies.

5 31. In the criminal matter, Respondent handled the original hearing and his  
6 associate was to handle it thereafter. Due to also tracking a bankruptcy case, the  
7 associate did indeed miss a court date and a bench warrant issued against Dandoy.

8 32. Respondent states that the associate and the paralegal involved "no longer  
9 work at his firm" but expresses no empathy for the impact on Dandoy or Respondent's  
10 supervisory responsibilities.

11 33. Respondent also states he filed a Motion to Quash the bench warrant and it  
12 was granted. A stay of adjudication was negotiated with the city and Dandoy completed  
13 sentencing requirements. He insists he never knew about the promissory note and  
14 blames Dandoy. Respondent also states Affordable Bail Bonds never provided his office  
15 with prove up of the money they were demanding.

16 34. Respondent represented Dandoy in the civil suit and says "despite his  
17 urging her to settle, she did not want to and that was her decision." As such, it's her fault  
18 she ended up having to pay the \$5,000 to Affordable Bail Bonds. He states he will  
19 continue to try and help her.

20 35. In light of the foregoing in the matter of Count 2, Respondent violated  
21 (RPC) 1.3 (Diligence); RPC 1.4 (Communication); RPC 1.5 (Fees); RPC 5.1  
22 (Responsibilities of Partners, Managers, and Supervising Lawyers); and RPC 5.3  
23 (Responsibilities Regarding Non-Lawyer assistants).

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**III.  
AGGRAVATION AND MITIGATION / SCR 102.5**

1. The following factors are present in aggravation:

a. *Vulnerability of victim.* SCR 102.5(1)(h).

2. The following factors are present in mitigation:

a. *Absence of prior disciplinary record.* SCR 102.5(2)(a); and

b. *Cooperative attitude towards disciplinary proceedings.* SCR 102.5(2)(e).

**IV.  
STATED FORM OF DISCIPLINE.**

Pursuant to the Conditional Guilty Plea and Stipulation of Facts set forth above,

Respondent agrees to the following imposition of Discipline:

1. *Public Reprimand.* Respondent shall receive a Public Reprimand in substantially the same form as attached as Exhibit 1 hereto.

2. *Continuing Legal Education.* In the 2015 reporting cycle, Respondent shall complete five (5) additional hours of continuing legal education in the areas of client communication and/or law office management.

3. *Costs.* Respondent shall pay the actual costs of these disciplinary proceedings excluding Bar Counsel and Staff salaries. SCR 120.

**V.  
CONDITIONAL AGREEMENT BY STATE BAR.**

Conditional to Respondent's execution of the Instant Plea, the State Bar agrees to:

1. In the matter of Count I, DISMISS all charges, contingent upon Respondent's agreement to submit to binding arbitration through the State Bar Fee Dispute process;



**EXHIBIT 1**

STATE BAR OF NEVADA

SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA,

Complainant,

vs.

JOHN PIET, ESQ.,  
BAR NO. 10717,

Respondent.

PUBLIC REPRIMAND

TO: John Piet, ESQ.  
c/o William Terry, Esq.  
530 South Seventh St  
Las Vegas NV 89101

This Reprimand is issued pursuant to a Conditional Guilty Plea in Exchange for a State Form of Discipline. SCR 113.

In March 2011, Jennifer Dandoy (Dandoy) hired you to represent her in both a divorce and a criminal domestic violence case. For your services she paid you \$2,500 for each matter, totaling \$5,000.

After retaining you, Dandoy experienced poor communication with your office and there was an excessive delay in filing the initial divorce paperwork. Because your office had extreme turnover with office staff, Dandoy had to deal with at least four (4) paralegals in the first year you represented her. Each time she had to meet with a new staff member the onus was placed on Dandoy to apprise the paralegal on the intricacies of her cases and this led to an increase in cost to her. Dandoy never met with you personally, and hired you over the phone because she was out of state during most of the relevant time period. Every time Dandoy did deal with your office she dealt exclusively with paralegals, often time ones who were unfamiliar with her cases.

Dandoy grew exasperated with the length of time it was taking to resolve her cases, especially the divorce matter, which she felt should have been relatively simple but languished for months.

As to Dandoy's domestic violence charges she indicates that in December 2009 she was in Las Vegas visiting her then husband while she was living in Utah attending school. She indicates that she and her husband got into a heated argument on the lawn on her way out of town to return to Utah. She was completely unaware that he called the police, and they showed up after she had left. She was never told about the charges or the court date that was generated (the notice was sent to the address where the argument took place and never relayed to Dandoy). Because she failed to appear for her court date an arrest warrant was issued for Dandoy's arrest.



Approximately one year later Dandoy, who had reunited with her husband temporarily, had yet another argument with him while outside their new home. Once again the police were called and this time Dandoy was arrested for new allegations of domestic violence as well as the outstanding bench warrant based on the earlier incident.

Dandoy's father drove down from Utah in the middle of the night to post Dandoy's bail through Affordable Bail Bonds and drove back to Utah with her. It was the Monday after this incident that Dandoy called you and retained your services.

Dandoy was given a court date in October 2011, which you failed to attend and resulted in yet another warrant for Dandoy. The bond service contacted Dandoy and informed her of the missed hearing immediately, and stated that because of the missed court date they would be sending their bounty hunter and charging her \$3,500 instead of the \$1,000 previously agreed upon because she was residing out of state.

Dandoy contacted your office and was unequivocally told not to pay this fee and not to worry as you had already filed a motion to quash the warrant. Based on this advice she did not pay the demanded amount.

The day before Thanksgiving 2011, three (3) bounty hunters showed up at Dandoy's home in Utah to take her into custody at approximately 8:00 PM. She tried calling your office but but due to the late hour was unable to get through. The bounty hunters told Dandoy and her father that if they executed a Promissory Note stating they would repay the \$3,500 on or before December 30, 2011, and the bounty hunters would not take Dandoy away immediately. Dandoy took the offer and signed the note. When she was ultimately able to contact you, you again told her not to pay and that you would contact the bonding company. You instructed Dandoy to ignore any and all calls from the bondsman and so she did.

Several months later Dandoy received a certified letter indicating that she and her father were being sued by Affordable Bail Bonds for \$10,000 based on their failure to make good upon the executed promissory note.

You now claim to be unaware of the issue with the Promissory Note, and acknowledge that an associate did miss a court date which resulted in the warrant issuing but indicate that the individual responsible no longer works for you.

As the supervising lawyer in these matters, you are responsible for the conduct of your subordinate staff, lawyers and nonlawyers alike. This is especially important in matters where a client's civil liberties are at stake. Further, in the bond matter, you were also personally involved in the case and failed to properly protect Dandoy's interests under these facts.

Your conduct as stipulated herein violates Rule of Professional Conduct (RPC) 1.3 (Diligence), RPC 1.4 (Communication), RPC 1.5 (Fees), RPC 5.1 (Responsibilities of Partners, Managers, and Supervising Lawyers), and RPC 5.3 (Responsibilities Regarding Non-Lawyer assistants). Based upon the foregoing you are hereby **PUBLICLY REPRIMANDED**.

Dated this \_\_\_ Day of \_\_\_\_\_, 2014

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Candace Carlyon, Esq.  
Formal Hearing Panel Chair  
Southern Nevada Disciplinary Board

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**CERTIFICATE OF SERVICE BY MAIL**

I, YOLIE MICHAEL, certify that I am a citizen of the United States, over 18 years of age, a resident of Clark County, and not a party to the within action. That I am an employee of the State Bar of Nevada and my business address is 600 East Charleston Blvd., Las Vegas, Nevada 89104.

That on January 14, 2015, I served a true and correct copy of the foregoing **CONDITIONAL GUILTY PLEA IN EXCHANGE FOR A STATED FORM OF DISCIPLINE: PUBLIC REPRIMAND** by placing said copy in a sealed and postage fully prepaid envelope for first-class mail, and deposited in the United States mail at Las Vegas, Nevada to:

John A. Piet, Esq.  
c/o William Terry, Esq.  
530 S. 7<sup>th</sup> Street  
Las Vegas, NV 89101

  
\_\_\_\_\_  
Yolie Michael, Hearing Administrator  
Office of Bar Counsel

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**EXHIBIT 2**

*John Piet, Panel Order Case Nos.: SG13-0027; SG14-0384*

1 Case No.: SG13-0027; SG14-0384

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**STATE BAR OF NEVADA**

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**SOUTHERN NEVADA DISCIPLINARY BOARD**

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STATE BAR OF NEVADA, )

6

Complainant, )

7

vs. )

**PUBLIC REPRIMAND**

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JOHN PIET, ESQ., )

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BAR NO. 10717, )

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Respondent. )

TO: John Piet, ESQ.  
c/o William Terry, Esq.  
530 South Seventh St  
Las Vegas NV 89101

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This Reprimand is issued pursuant to a Conditional Guilty Plea in Exchange for a State Form of Discipline. SCR 113.

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In March 2011, Jennifer Dandoy (Dandoy) hired you to represent her in both a divorce and a criminal domestic violence case. For your services she paid you \$2,500 for each matter, totaling \$5,000.

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After retaining you, Dandoy experienced poor communication with your office and there was an excessive delay in filing the initial divorce paperwork. Because your office had extreme turnover with office staff, Dandoy had to deal with at least four (4) paralegals in the first year you represented her. Each time she had to meet with a new staff member the onus was placed on Dandoy to apprise the paralegal on the intricacies of her cases and this led to an increase in cost to her. Dandoy never met with you personally, and hired you over the phone because she was out of state during most of the relevant time period. Every time

1 Dandoy did deal with your office she dealt exclusively with paralegals, often time ones who  
2 were unfamiliar with her cases.

3 Dandoy grew exasperated with the length of time it was taking to resolve her cases,  
4 especially the divorce matter, which she felt should have been relatively simple but  
5 languished for months.

6 As to Dandoy's domestic violence charges she indicates that in December 2009 she  
7 was in Las Vegas visiting her then husband while she was living in Utah attending school.  
8 She indicates that she and her husband got into a heated argument on the lawn on her way  
9 out of town to return to Utah. She was completely unaware that he called the police, and  
10 they showed up after she had left. She was never told about the charges or the court date  
11 that was generated (the notice was sent to the address where the argument took place and  
12 never relayed to Dandoy). Because she failed to appear for her court date an arrest warrant  
13 was issued for Danoy's arrest.

14 Approximately one year later Dandoy, who had reunited with her husband  
15 temporarily, had yet another argument with him while outside their new home. Once again  
16 the police were called and this time Dandoy was arrested for new allegations of domestic  
17 violence as well as the outstanding bench warrant based on the earlier incident.

18 Dandoy's father drove down from Utah in the middle of the night to post Dandoy's bail  
19 through Affordable Bail Bonds and drove back to Utah with her. It was the Monday after this  
20 incident that Dandoy called you and retained your services.

21 Dandoy was given a court date in October 2011, which you failed to attend and  
22 resulted in yet another warrant for Dandoy. The bond service contacted Dandoy and  
23 informed her of the missed hearing immediately, and stated that because of the missed court  
24 date they would be sending their bounty hunter and charging her \$3,500 instead of the  
25 \$1,000 previously agreed upon because she was residing out of state.

1 Dandoy contacted your office and was unequivocally told not to pay this fee and not to  
2 worry as you had already filed a motion to quash the warrant. Based on this advice she did  
3 not pay the demanded amount.

4 The day before Thanksgiving 2011, three (3) bounty hunters showed up at Dandoy's  
5 home in Utah to take her into custody at approximately 8:00 PM. She tried calling your office  
6 but but due to the late hour was unable to get through. The bounty hunters told Dandoy and  
7 her father that if they executed a Promissory Note stating they would repay the \$3,500 on or  
8 before December 30, 2011, the bounty hunters would not take Dandoy away immediately.  
9 Dandoy took the offer and signed the note. When she was ultimately able to contact you,  
10 you again told her not to pay and that you would contact the bonding company. You  
11 instructed Dandoy to ignore any and all calls from the bondsman and so she did.

12 Several months later Dandoy received a certified letter indicating that she and her  
13 father were being sued by Affordable Bail Bonds for \$10,000 based on their failure to make  
14 good upon the executed promissory note.

15 You now claim to be unaware of the issue with the Promissory Note, and acknowledge  
16 that an associate did miss a court date which resulted in the warrant issuing but indicate that  
17 the individual responsible no longer works for you.

18 As the supervising lawyer in these matters, you are responsible for the conduct of your  
19 subordinate staff, lawyers and nonlawyers alike. This is especially important in matters  
20 where a client's civil liberties are at stake. Further, in the bond matter, you were also  
21 personally involved in the case and failed to properly protect Dandoy's interests under these  
22 facts.

23 Your conduct as stipulated herein violates Rule of Professional Conduct (RPC) 1.3  
24 (Diligence), RPC 1.4 (Communication), RPC 1.5 (Fees), RPC 5.1 (Responsibilities of  
25 Partners, Managers, and Supervising Lawyers), and RPC 5.3(Responsibilities Regarding

1 Non-Lawyer assistants. Based upon the foregoing you are hereby PUBLICLY  
2 REPRIMANDED.

3 DATED this 9<sup>th</sup> DAY of February 2015

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Candace Carlyon, Esq.  
7 Formal Hearing Panel Chair  
8 Southern Nevada Disciplinary Board

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