

**FILED**

NOV 30 2005

HEARING OFFICER OF THE  
SUPREME COURT OF ARIZONA  
BY *Williams*

**BEFORE A HEARING OFFICER  
OF THE SUPREME COURT OF ARIZONA**

IN THE MATTER OF A SUSPENDED )	Nos. 04-1073, 04-1291, 04-1440
MEMBER OF THE STATE BAR OF )	04-1810, 04-1999, 05-0316
ARIZONA, )	05-0394, 05-1267
)	
<b>EDMUND Y. NOMURA,</b> )	
<b>Bar No. 007209</b> )	
)	<b>HEARING OFFICER'S REPORT</b>
RESPONDENT. )	

**PROCEDURAL HISTORY**

The State Bar of Arizona ("State Bar") filed the complaint in this matter on June 13, 2005. Nomura Edmund Y. Nomura ("Nomura or Nomura") filed an Answer on July 25, 2005. A settlement conference was held on September 20, 2005; the parties were unable to reach an agreement. Subsequently, the parties filed a Tender of Admissions and Agreement for Discipline by Consent (Tender) and Joint Memorandum in Support of Tender of Admissions and Agreement for Discipline by Consent (Joint Memorandum) on October 13, 2005. No hearing has been held in this matter. Based on the Tender and Joint Memorandum, the hearing officer finds as follows<sup>1</sup>:

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<sup>1</sup> The parties have chosen to include several disputed paragraphs containing assertions by the State Bar and counter assertions by Nomura. Because these do not assist the hearing officer in evaluating the Tender, they have been excluded from this report. The Tender also contains several paragraphs detailing charges or contentions made by a prior client, but that do not indicate that those facts are conditionally admitted. These paragraphs have been disregarded for purposes of this report.

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FINDINGS OF FACT

1. At all times relevant, Nomura was an attorney licensed to practice law in the State of Arizona, having been admitted to practice in Arizona on May 5, 1982.

COUNT ONE (File No. 04-1073/Ball)

2. Cindy Ball ("Ball") retained Nomura from September 29, 2000 to February 22, 2001, to represent her in marriage dissolution and bankruptcy matters.

3. Ball paid \$1,000.00 as the retainer fee for the dissolution matter and \$400.00 as retainer and filing fee for the bankruptcy matter.

4. Ball was informed that she had to pay a monthly fee of \$250.00 per month, which Ball paid as requested until February 2001.

5. Ball has receipts for \$260.00 paid October 27, 2000; \$240.00 paid November 28, 2000; \$250.00 paid December 28, 2000; and \$250.00 paid January 29, 2001. In total, with the retainers, Ball paid Nomura \$2,400.00.

6. Ball received an "Order Relieving Attorney of Record" from Judge John Foreman, dated February 26, 2001.

7. Ball had no further communication with Nomura after February 2001. Ball's residential and mailing addresses have remained the same as they were when she retained Nomura in September 2000.

1           8.     Approximately three years later, Ball received a letter from  
2 Nomura's office dated June 10, 2004, addressed to "Cynthia Ball," informing her  
3 that her account was delinquent in the amount of \$126.50.  
4

5           9.     The letter, signed by Nomura, states in part: "Your account is  
6 seriously delinquent. This office has always provided you with every  
7 consideration regarding your account. However, you continually fail and refuse  
8 to acknowledge your financial obligations to this office. Please be advised that  
9 collection efforts will commence immediately unless you contact this office to  
10 make arrangements for payment on your account. Do not ignore this message.  
11 Other efforts may follow that may not be as accommodating as this office has  
12 been in the past."  
13  
14

15           10.    Ball wrote to Nomura and informed him that she did not owe him  
16 any money. She attached a copy of the "one and only statement" she had  
17 received from Nomura.  
18

19           11.    The statement is dated "December 18, 190" and indicates service  
20 dates from "10/03/20" through "12/01/20."  
21

22           12.    The statement indicates payments made to the account between  
23 9/27/99 through 11/28/99, in the amount of \$1,900.00.  
24

25           13.    Ball observes in her letter to Nomura that his bill reflects a payment  
on 9/27/99 when her first time in Nomura's office was 9/29/00.

1           14. The total amount of the bill listed in the statement amounts to  
2 \$1,813.50. The statement indicates a credit balance in the amount of \$86.50.

3  
4           15. On or about June 21, 2004, Ball filed a charge against Nomura with  
5 the State Bar of Arizona.

6           16. On July 7, 2004, the State Bar of Arizona Bar Counsel ("Bar  
7 Counsel") sent Nomura a letter notifying him of the charge and requesting a  
8 response within twenty (20) days. Nomura failed to respond in a timely manner.  
9

10           17. On August 6, 2004, the State Bar sent a follow-up letter reminding  
11 Nomura of the July 7, 2004, letter and requesting response within ten (10) days.  
12 Nomura failed to respond in a timely manner.

13  
14           18. Nomura admits for purposes of the Tender that his conduct as set  
15 forth in paragraphs two (2) through seventeen (17) above constitute a failure to  
16 act with reasonable diligence and promptness in representing his client; to keep  
17 his client reasonably informed about the status of the matter; to communicate  
18 appropriately regarding his fee; to take steps reasonably practicable to protect the  
19 client's interests upon termination of the representation; to make reasonable  
20 efforts to ensure his staff's conduct was compatible with the professional  
21 obligations of Nomura; and to furnish information or to respond promptly to an  
22 inquiry or request from bar counsel made pursuant to the Arizona Rules of the  
23 Supreme Court for information relevant to the complaint, grievance, or matter  
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25

1 under investigation concerning the conduct of Nomura. The State Bar agrees for  
2 purposes of the tender to dismiss the alleged violation of ER 1.15 on this count.

3  
4 **COUNT TWO (File No. 04-1291/Phan)**

5 19. May Phan ("Phan") retained Nomura sometime in 2000 for a  
6 marriage dissolution.

7 20. Phan received a bill from Nomura, dated "September 21, 190," that  
8 shows a "previous balance" of \$3,395.50. On the bottom of that bill is a note that  
9 states "[a]ll payments for 2000 are reflected under the year 1999. We are  
10 experiencing a software problem and are sorry about the inconvenience."  
11

12 21. The "September 21, 190" bill reflects a payment of \$300.00 on  
13 6/15/99 and a payment of \$200.00 on 9/7/99, leaving a balance of \$2,895.50.  
14

15 22. The next bill Phan received from Nomura is dated "October 2, 191."  
16 Phan claims that she received this statement in October 2001 after her request to  
17 one of Nomura's staff members. This statement shows a previous balance of  
18 \$2,595.50 and reflects payments totaling \$1,200.00, leaving a balance due of  
19 \$1,395.50. In parentheses next to the payments, the bill states, "Nov. 2000, to  
20 Oct., 2001."  
21

22 23. Thereafter, Phan made \$100.00 payments each month for nine  
23 months by credit card payment, and then requested another statement.  
24  
25

1           24. Phan received the requested statement, which is dated June 19,  
2 2002, and signed by "Denessa Davis, Legal Assistant." This statement reflects  
3 that Phan owed \$795.50.  
4

5           25. Phan believes her balance should have been \$495.50, the correct  
6 result after subtracting the \$900.00 in payments she made from the \$1,395.50  
7 balance on the October 2001 billing statement.  
8

9           26. The June 19, 2002, bill stated that in October 2000, Phan's balance  
10 was \$2,895.50 and Nomura's office deducted \$2,100.00 in payments through  
11 June 2002, leaving the remaining balance of \$795.50.  
12

13           27. Phan paid \$300.00 on her credit card, on July 31, 2002, and had no  
14 further communication with Nomura. Phan's mailing address remained the same  
15 throughout this time.  
16

17           28. Approximately two years later, Phan received a billing statement  
18 from Nomura, dated June 16, 2004, in the amount of \$1,990.10.  
19

20           29. The June 16, 2004 bill states that the bill is "seriously delinquent."  
21 The bill contains language such as: "[Y]ou continually fail and refuse to  
22 acknowledge your financial obligations to this office. Please be advised that  
23 collection efforts will commence immediately unless you contact this office to  
24 make arrangements for payment on your account."  
25

1           30. On July 26, 2004, Phan wrote to Nomura and copied the State Bar.  
2 The State Bar sent Nomura a screening letter dated August 12, 2004.

3           31. In his September 1, 2004, response, Nomura stated that prior to  
4 contacting Phan about her bill, his office had made "an extensive review of her  
5 file." Nomura also stated that "unfortunately" any verbal agreements made with  
6 former staff members were not recorded or noted in Phan's file.  
7

8           32. As Phan had submitted records that supported her position, Nomura  
9 agreed to change Phan's account to a zero balance and to cease collection efforts.  
10 Nomura did not address any of the ERs referenced in the State Bar's August 12,  
11 2004, charging letter.  
12

13           33. On September 24, 2004, the State Bar sent a follow-up letter to  
14 Nomura, stating that as he had not addressed any of the referenced ERs, he might  
15 wish to submit a second response. No response was received.  
16

17           34. Nomura conditionally admits that his conduct as set forth in  
18 paragraphs nineteen (19) through thirty-three (33) above constitutes a failure to  
19 act with reasonable diligence and promptness in representing his client; to keep  
20 his client reasonably informed about the status of the matter; to communicate  
21 appropriately regarding his fee; to take steps reasonably practicable to protect the  
22 client's interests upon termination of the representation; to make reasonable  
23 efforts to ensure his staff's conduct was compatible with the professional  
24  
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1 obligations of Nomura; and, to furnish requested information or to respond  
2 promptly in response to an inquiry from bar counsel. The State Bar conditionally  
3 agrees to dismiss the alleged violation of ER 1.15 in this count.  
4

5 **COUNT THREE (File No. 04-1440/Shirlaw-Saunders)**

6 35. Vicki Shirlaw-Saunders ("Saunders") retained Nomura some time in  
7 1997 for marriage dissolution.  
8

9 36. Saunders paid \$1,500 as the retainer fee for the dissolution matter.

10 37. Approximately six years later, in 2004, Saunders received a letter  
11 from Nomura's office informing Saunders that her account was delinquent in the  
12 amount of \$3,000.00.  
13

14 38. On or about August 20, 2004, Saunders filed a charge against  
15 Nomura with the State Bar of Arizona.

16 39. On September 17, 2004, bar counsel sent Nomura a letter notifying  
17 him of the charge and requesting a response within twenty (20) days. Nomura  
18 failed to respond in a timely manner.  
19

20 40. On October 15, 2004 (approximately one week late), Nomura wrote  
21 and requested a two-week extension to file the response. Nomura stated, "We  
22 have recently changed storage facilities for old case files. We are having  
23 difficulties in locating Complaint's [sic] file."  
24  
25

1           41. On October 29, 2004, Nomura sent his response to the State Bar of  
2 Arizona.

3  
4           42. Nomura claimed that several months previously, his office began  
5 efforts to update and change the billing and accounting system. An outside  
6 computer consultant was engaged to complete the task. The consultant  
7 unfortunately deleted a substantial amount of accounts receivable files from the  
8 old system.  
9

10           43. Nomura claims he was not informed of the deletion of his accounts  
11 receivable files until after the consultant's "fermination."

12           44. Nomura hired a new employee to continue the project, but without  
13 the computer information she had to rely on hard copies of each account.  
14

15           45. Nomura claims that the new employee did attempt to "receivable"  
16 the file prior to sending the bill.  
17

18           46. However, Nomura agreed to show the account of Saunders as a zero  
19 balance and to cease further collection efforts.

20           47. Nomura did not address any of the alleged ethical rule violations.

21           48. On November 16, 2004, Complainant faxed the State Bar a copy of a  
22 letter she had received from Nomura. The letter is dated August 23, 2004, and  
23 states that Nomura's office "did make our investigation of those amounts past due  
24 prior to sending out the demand for payment. In following up to your response,  
25

1 this office will make further investigation. However, if you do not hear from this  
2 office within the next 30 days, then further collection efforts will cease.”

3  
4 49. As of November 16, 2004, Complainant had not heard back from  
5 Nomura regarding the alleged bill.

6 50. Nomura conditionally admits that his conduct as set forth in  
7 paragraphs thirty-five (35) through forty-nine (49) above constitutes a failure to  
8 act with reasonable diligence and promptness in representing his client; to keep  
9 his client reasonably informed about the status of the matter; to communicate  
10 appropriately regarding his fee; to take steps reasonably practicable to protect the  
11 client’s interests upon termination of the representation; and to make reasonable  
12 efforts to ensure his staff’s conduct was compatible with the professional  
13 obligations of Nomura. The State Bar conditionally agrees to dismiss the alleged  
14 violation of ER 1.15 in this count.  
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18 **COUNT FOUR (File No. 04-1810/Lee)**

19 51. In or about 2003, Wan and Kwan Ok Lee (“the Lees”) retained  
20 Nomura for representation in a Chapter 11 bankruptcy proceeding. The case was  
21 later converted to a Chapter 7.  
22

23 52. With the bankruptcy, the Lees sought to protect their unimproved  
24 commercial real property located at the corner of Kyrene and Warner in Tempe,  
25 Arizona. The Lees attempted to sell the property through the bankruptcy court.

1           53. In or about June 2004, the Lees met with a proposed buyer of the  
2 above-referenced real property, and his attorney, Richard W. Hundley  
3 (“Hundley”). By checking on the bankruptcy court website, Hundley learned that  
4 a motion approving the sale of the real property to a third party had already been  
5 granted, and informed the Lees of that fact.  
6

7           54. Hundley also learned that on February 21, 2004, the attorney for the  
8 Trustee had filed a “Motion to Compel Compliance with 11 U.S.S. § 521 and for  
9 Sanctions against Debtors’ Counsel” (hereinafter, the “Trustee’s motion”).  
10

11           55. The Trustee’s motion informed the bankruptcy court of several  
12 written requests for information that had been made to Nomura, to which he had  
13 neglected to reply, in violation of applicable bankruptcy laws. The Trustee’s  
14 motion sought an order compelling compliance of the debtors, failing which the  
15 discharge would be revoked. The Trustee’s motion also sought sanctions against  
16 debtors’ counsel (Nomura), for his failures to respond.  
17  
18

19           56. On or about April 6, 2004, the bankruptcy court had granted the  
20 Trustee’s motion, compelling compliance with U.S.C. § 521(3) and (4) and the  
21 turnover of records, and awarding sanctions against Nomura. Specifically, the  
22 court ordered Nomura to disgorge a \$3,970.00 payment from the Lees to the  
23 estate for distribution to the creditors.  
24

25           57. Nomura had not advised the Lees of the April 6, 2004 order.

1           58. In or about late April 2004, Nomura requested an additional  
2 \$1,500.00 payment from the Lees.

3  
4           59. On or about April 28, 2004, the Lees paid Nomura \$1,500.00.

5           60. Thereafter, Nomura requested another \$1,500.00 payment from the  
6 Lees; however, at this point, the Lees were aware of the sanction order and  
7 refused to pay Nomura.

8  
9           61. The April 6, 2004 order compelled the Lees to turn over tax returns  
10 for 2001 through 2003, the closing statement on the sale of an Oregon property,  
11 and monthly bank statements for several accounts.

12           62. The Lees had previously provided these records to Nomura but  
13 Nomura failed to turn them over to the trustee.

14  
15           63. After learning all this information, in or about June 2004, Hundley  
16 attempted to assist the Lees by requesting the return of the documents from  
17 Nomura. Nomura ignored Hundley's request.

18  
19           64. Hundley then attempted to assist the Lees in dealing with the  
20 attorney for the Trustee, Terry Dake. Hundley provided Dake with many of the  
21 items he had previously requested from Nomura.

22  
23           65. On or about October 25, 2004, the Lees filed a complaint regarding  
24 Nomura with the State Bar of Arizona.

1           66. On or about November 16, 2004, Bar Counsel sent Nomura a letter  
2 informing him of the charges along with a copy of the inquiry and requested a  
3 response within 10 days of the letter.  
4

5           67. Nomura failed to respond to Bar Counsel's November 16, 2004  
6 letter.  
7

8           68. On or about December 8, 2004, Bar Counsel sent Nomura a letter  
9 reminding him of the Lee matter and requesting a response within 10 days of the  
10 date of the letter.

11           69. Nomura failed to respond to Bar Counsel's December 8, 2004 letter.  
12

13           70. Nomura conditionally admits that his conduct as set forth in  
14 paragraphs fifty-one (51) through sixty-nine (69) above constitutes a failure to  
15 abide by his clients' decisions concerning the objectives of the representation or  
16 to consult with them as to the means by which they are to be pursued; to exercise  
17 reasonable diligence and promptness in representing his client; to keep his client  
18 reasonably informed about the status of the matter; to communicate appropriately  
19 regarding his fee; to take steps reasonably practicable to protect the client's  
20 interests upon termination of the representation and to withdraw from the  
21 representation when his physical or mental condition impaired his ability to  
22 represent the client; to make reasonable efforts to expedite litigation consistent  
23 with the interests of the client; and, to furnish requested information in response  
24  
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1 to an inquiry from bar counsel. The State Bar conditionally agrees to dismiss the  
2 alleged violations of ERs 1.15, 3.4, 8.4 (b) and (c) in this count.

3  
4 **COUNT FIVE (04-1999/Bro)**

5 71. Richard Bro ("Bro") filed a charge against Nomura with the State  
6 Bar of Arizona on November 24, 2004. Bro charged that because Nomura did not  
7 inform Bro of returned checks that should have been paid against a mortgage on  
8 Bro's property, the property went into foreclosure and Bro lost it.

9  
10 72. Nomura responded, through counsel, on February 7, 2005.

11 73. In or about 2001, Nomura represented Bro in a Chapter 13  
12 bankruptcy.

13  
14 74. Bro had a mortgage with Washington Mutual Bank, FA.

15 75. On or about August 2002, Bro turned the property over to David  
16 Fitzgerald and Success One Realty, to manage the property. Success One Realty  
17 rented the property out, and was to make the mortgage payments from the rental  
18 income. This arrangement progressed without incident for approximately a year.

19  
20 76. Then, on September 2, 2003, a debt collection service, Shapiro &  
21 Andersen, LLP (hereinafter "Shapiro"), working for Washington Mutual Bank,  
22 wrote to Nomura stating that Bro's mortgage was in default and that the check  
23 for the August payment was therefore being returned because "it is insufficient to  
24 cure the total amount in default on this loan."  
25

1           77. The bankruptcy court docket reflects that on August 8, 2003, Shapiro  
2 had filed a "Motion for Relief from Stay."

3           78. A second letter from Shapiro, dated September 16, 2003, informed  
4 Nomura that Bro was in default in the amount of \$4,546.36 and therefore the  
5 service had filed a motion for relief from the automatic stay in Bro's bankruptcy.  
6 The letter stated that the default amount represented missing payments for June,  
7 July, August and September 2003, at \$817.99 per month, plus late charges and  
8 "bankruptcy attorney's" fees and costs.  
9

10           79. In fact, Success One Realty had made the payments on behalf of Bro  
11 for June and July, and Shapiro had returned the August payment to Nomura with  
12 its first letter dated September 2, 2003.  
13

14           80. Nomura wrote to the Shapiro office on September 22, 2003.  
15 Nomura stated that his client was "current for the months August through  
16 September, 2003" (which was an imprecise statement because no September  
17 check had yet been sent and the August one was returned). Nomura attached  
18 copies of cancelled checks for May, June and July. He did not return the check  
19 for August, but stated that the Shapiro office should verify all payments made and  
20 then Nomura would send in the August payment.  
21  
22

23           81. The bankruptcy docket report indicates that on September 11, 2003,  
24 Nomura filed a Response to Shapiro's Motion to Lift the Automatic Stay.  
25

1           82. The bankruptcy docket then reflects Shapiro's motion to withdraw  
2 its motion to lift stay, dated October 8, 2003, and the bankruptcy court's "Order  
3 Granting Motion to Withdraw Document" signed on October 10, 2003.  
4

5           83. Later, Shapiro sent Nomura another letter, dated January 11, 2004,  
6 now claiming that the loan was in default for \$4,251.31, for missing payments for  
7 October, November and December, 2003, and January 2004 (plus late fees and  
8 their "bankruptcy attorney's" fees). The letter attaches a check for \$1,000.00,  
9 which Shapiro is again refusing "because it is insufficient to cure the total amount  
10 in default on this loan."  
11

12           84. This letter attaches a breakdown of payments, which shows that they  
13 credited an August payment that was actually received in late September 2003,  
14 and a September payment that was actually received in late December 2003.  
15

16           85. Presumably, had Shapiro kept the \$1,000.00 check, they would have  
17 applied it to October 2003.  
18

19           86. Had Nomura returned the August check, payments would have been  
20 current through November 2003 (*i.e.*, only the December payment would have  
21 been due).  
22

23           87. In a letter faxed on January 1, 2004, from Fitzgerald of Success One  
24 Realty, to Nomura, Fitzgerald informs Nomura that Success One had mailed to  
25 Washington Mutual \$1,000.00 for the November payment (for the \$817.99

1 monthly amount plus late fees), and had mailed a payment for December in the  
2 amount of \$898.02. Fitzgerald notes that the check for \$898.02 had cleared. The  
3 November check had been mailed to a different address because according to  
4 Fitzgerald, there was a specific address listed on the back of the loan statement  
5 for "overnight payment." The November check had not cleared.  
6

7 88. The November check was the \$1,000.00 check that Shapiro returned  
8 to Nomura with its January 11, 2004, letter.  
9

10 89. Nomura responded to Shapiro's January 11 letter on January 19,  
11 2004, stating that his client (Bro) "needs information regarding the loan pay off  
12 not, reinstatement figures regarding post-petition arrearages."  
13

14 90. On February 13, 2004, Nomura wrote to Shapiro again, noting that  
15 he had received their "Motion to Lift Stay" and indicating that he was surprised  
16 by that since he had told them that his client would like to pay off the loan and  
17 requested a pay off amount.  
18

19 91. On March 2, 2004, there is another letter from Shapiro that now  
20 includes missing payments for October through December 2003, and for January  
21 through March 2004 (total of six months), plus relevant late fees, attorney's fees,  
22 and foreclosure fees. The total amount due is listed as \$7,821.03.  
23

24 92. Shapiro also sent a letter dated March 4, 2004, stating total payoff  
25 would be \$99,068.94 through March 31, 2004. Nomura produced a fax cover

1 sheet from Nomura to Bro dated March 4, 2004, which presumably attached the  
2 above-referenced letter.

3  
4 93. A Notice of Trustee's Sale dated May 4, 2004, indicates that the  
5 property's "original principal balance" was \$93,532.00.

6 94. Bro ended up selling his property for only \$1,000.00, to a company  
7 that buys homes that are about to be repossessed. Bro claims that the property is  
8 now worth \$180,000.00, and therefore he lost his equity.

9  
10 95. Fitzgerald became aware of some problems with the payments in late  
11 December 2003.

12 96. Fitzgerald then spoke to Nomura about the situation. This was the  
13 basis for his letter to Nomura on January 1, 2004 (regarding the November and  
14 December 2003 payments).

15  
16 97. The last payment that Fitzgerald made was in December 2003. As  
17 far as he knew at that time, the payments should have been current through  
18 December 2003.

19  
20 98. If Nomura had sent in or returned the August payment and the  
21 November payment that he was holding, there might not have been a foreclosure.  
22 The bank would have notified Fitzgerald of one missing payment (October), and  
23 he could have cured that.  
24  
25



1 Nomura demanded that Rosenfeld pay \$750.00 within 7 days, or legal action  
2 "may" be filed.

3  
4 103. Rosenfeld contacted the Federal Communications Commission  
5 ("FCC") and learned that it was not associated with FCC Compliance  
6 Corporation. He then contacted Nomura, who claimed that he represented both  
7 the FCC Compliance Corporation and Hopi Animal Clinic. Nomura claimed to  
8 have a signed contract from FCC Compliance Corporation signed by the Hopi  
9 Animal Hospital, and stated that this contract gave him the right to seek legal  
10 action on behalf of the hospital.  
11

12  
13 104. Rosenfeld requested a copy of the contract, which Nomura faxed to  
14 him. The contract shows that an "assignor" sold 57 faxes to FCC at \$.50 per fax.  
15 There is a copy of a business card from the clinic attached and an illegible  
16 signature for the "assignor."  
17

18  
19 105. Rosenfeld researched "FCC Compliance Corporation" on the  
20 corporation commission website and found that the statutory agent is named  
21 Michael Deeter and the president/CEO is named John Deeter. The state of  
22 domicile is Washington, but there is a "foreign address" listed in Mesa, AZ.

23  
24 106. Rosenfeld then contacted Hopi Animal Clinic. Rosenfeld  
25 submitted an affidavit from the director of Hopi Animal Clinic, Nathan J.  
Scholten, D.V.M. Scholten's affidavit states that he never contacted Nomura

1 about faxes, nor ever signed any authorization assigning any rights of action to  
2 Nomura. Further, he does not believe his office ever even received a fax from  
3 Rosenfeld. Moreover, should Rosenfeld wish to send any faxes to Hopi Animal  
4 Clinic, he would be more than welcome to do so. Scholten then requested that  
5 Nomura "cease and desist in your erroneous prosecution of my colleague."  
6

7 107. The original screening letter was sent to Nomura on March 7, 2005.  
8

9 Nomura did not respond.

10 108. A reminder letter was sent on April 11, 2005. On April 13, 2005,  
11 Nomura requested a 30-day extension. Nomura was granted a two-week  
12 extension only.  
13

14 109. On May 3, 2005, the State Bar received a fax from Nomura,  
15 requesting an additional extension. However, the State Bar also received a  
16 "response" dated April 28, 2005.  
17

18 110. The response does not address Scholten's affidavit. Nomura simply  
19 says that the statute (47 U.S.C. § 277) is clear and Rosenfeld has no defense.  
20 Nomura claims that Rosenfeld is only trying to cover up his illegal actions, and  
21 that Rosenfeld had provided no evidence to show that the fax was not  
22 unauthorized or "wilfully [sic] and knowingly done." Nomura reiterated that the  
23 Hopi Animal Hospital had assigned the claim to FCC Compliance Corporation,  
24 which then retained Nomura's office to pursue the claim.  
25

1 111. Nomura conditionally admits that his conduct as set forth in  
2 paragraphs one hundred two (102) through one hundred ten (110) above  
3 constitutes a failure to withdraw from a representation which would result in  
4 violation of the Rules of Professional Conduct or other law; to ensure that a  
5 proceeding he was bringing had a good faith basis in law and fact; and, to respond  
6 promptly or completely to an inquiry from bar counsel made pursuant the Arizona  
7 Rules of the Supreme Court for information relevant to the complaint, grievance,  
8 or matter under investigation. The State Bar conditionally agrees to dismiss the  
9 alleged violations of ER 4.1, 4.4, and 8.4(c) in this count.  
10  
11

12  
13 **COUNT SEVEN (05-00394/Sesco)**

14 112. Complainant, Denise Sesco ("Sesco"), retained Nomura in 1999 for a  
15 divorce. There were no children involved. Sesco paid a \$1,500.00 retainer.  
16

17 113. In or about October of 2000, Nomura withdrew from representing  
18 Complainant.

19 114. Sesco filed bankruptcy in 2000, and listed Nomura as a creditor for  
20 the \$7,648.70 debt. The bankruptcy was discharged in February 2001.  
21

22 115. In August 2004, Sesco received a collections letter from Nomura.  
23 The letter stated that Complainant had a past due bill of \$13,853.57, and that  
24 collection efforts would commence immediately if Sesco did not pay the bill.  
25

116. Sesco filed a bar complaint dated March 1, 2005.

1           117. At one point Sesco requested her entire file to copy it. In her file,  
2 she found a time sheet with a handwritten notation "NEED MORE TIME."  
3 Below, the times were scratched out, and new time (additional) was written in.  
4

5           118. At another time, Nomura charged her \$6,500.00, which was  
6 specifically earmarked for an appeal. Sesco has a receipt. Nomura used the  
7 funds before the appeal even started and without telling Sesco.  
8

9           119. The fee agreement between Sesco and Nomura provides for  
10 attorneys' fees based on \$175 per hour. Sesco submits a bill for May 2000  
11 where she is billed \$203 per hour for Nomura's services. A bill for July 2000  
12 charges \$342 per hour. A bill for September 2000 bills at \$175 per hour.  
13

14           120. Sesco finished the divorce herself.

15           121. Nomura charged Sesco \$1,200 for filing a personal bankruptcy,  
16 which he recommended when she ran out of money while trying to keep up with  
17 his fees. Sesco has a receipt for the \$1,200, which is marked "Chapater 13 BK"  
18 and dated May 9, 2000.  
19

20           122. Sesco thought the \$1,200 was meant to cover the entire bankruptcy  
21 charges. However, the billing statements reflect that Nomura charged more  
22 within all the bills that ended up totaling \$40,000.  
23  
24  
25

1           123. When Sesco ran out of money, she asked if she could make  
2 payments. Nomura refused, even though the fee agreement provided for  
3 payments.  
4

5           124. Nomura drank beer during appointments with Sesco, and would just  
6 say "we have to crank it up" whenever she asked what was happening in the case.  
7

8           125. The State Bar sent Nomura the screening letter in this matter on  
9 March 21, 2005. On April 13, 2005, Nomura requested a 30-day extension  
10 (regarding several of his pending matters). Nomura was allowed a two-week  
11 extension only. On May 3, 2005, the State Bar received a fax requesting an  
12 additional extension (as to all pending matters), but received a "response" to this  
13 file, dated May 4, 2005.  
14

15           126. In his response, Nomura claims that his representation of  
16 Complainant was "proper both legally and ethically." Nomura does not explain  
17 why he sent out a bill for over \$13,000 nearly four years after his last bill, and  
18 over three years after that last bill was discharged in bankruptcy.  
19

20           127. Nomura conditionally admits that his conduct as set forth in  
21 paragraphs one hundred twelve (112) through one hundred and twenty six (126)  
22 above constitutes a failure to abide by his client's decisions concerning the  
23 objectives of representation and to consult with his client as to the means by  
24 which they were to be pursued; to act with reasonable diligence and promptness  
25

1 in representing his client; to keep his client reasonably informed about the status  
2 of the matter; to communicate appropriately regarding his fee; to take steps  
3 reasonably practicable to protect the client's interests upon termination of the  
4 representation; to make reasonable efforts to expedite litigation; to make  
5 reasonable efforts to ensure his staff's conduct was compatible with the  
6 professional obligations of Nomura; to refrain from conduct that prejudices the  
7 administration of justice (attempting to collect on a debt discharged in  
8 bankruptcy); and, to furnish requested information in response to an inquiry from  
9 bar counsel. The State Bar conditionally agrees to dismiss the alleged violations  
10 of ER 1.1, 1.15, 4.1, and 8.4(c) in this count.  
11  
12

13  
14 **COUNT EIGHT (State Bar Screening File 05-1267 – Peskind)**

15 128. From the mid-1980s, Nomura provided legal services for James T.  
16 (aka "Tim") Hurst, both personally and for several companies owned by Hurst.  
17

18 129. In or about 2004, Nomura took over the defense representation of  
19 and Mrs. Hurst; Corwa Inc.; Alvarado, Inc.; Compass Development, Inc.; and  
20 Hurst Construction, Inc. (collectively, the "Hurst Defendants") in a civil action  
21 commenced against them by plaintiffs William W. and Deborah Carsten and  
22 "Deborado," a Colorado company (collectively, the "Carstens").  
23

24 130. On or about June 30, 2004, the Carstens filed a Motion for Partial  
25 Summary Judgment against the Hurst Defendants and served it upon Nomura.

1           131. Nomura failed to provide a copy to Hurst and failed to inform Hurst  
2 about the motion.

3           132. Nomura failed to respond to the motion.

4           133. Nomura did file a Motion to Extend Time in order to Respond to  
5 Motion for Summary Disposition of Summary Judgment filed by the Carstens.  
6

7           134. Nomura failed to discuss that motion with Hurst.

8           135. On or about August 11, 2004, the court entered a ruling reflecting  
9 the following information:  
10

11           The Court has considered Plaintiffs' Motion for Partial  
12 Summary Judgment, Plaintiffs' Request for Summary Disposition  
13 thereof, and Defendants' Motion to Extend Time to Respond to  
14 Motion for Summary Disposition of Summary Judgment. The  
15 Defendants' Motion to Extend Time was filed July 27, 2004.

16           IT IS ORDERED denying Defendants' Motion to Extend  
17 Time since it was not filed during the period allowed by rule for a  
18 response, and it does not provide any date by which a response  
19 would be filed. Further, Defendants' counsel provided no evidence  
20 of his hospitalizations, or any avowal that no one else in his office  
21 was available to prepare either a timely response or timely request  
22 for additional time to respond.

23           136. The Court granted the Carstens' motion for partial summary  
24 judgment.

25           137. Nomura did not inform Hurst of the adverse ruling.

1           138. On or about October 22, 2004, the Carstens filed a Second Motion  
2 for Partial Summary Judgment (the "Second Motion") regarding damages and  
3 this was served upon Nomura.  
4

5           139. Nomura failed to respond to the Second Motion.

6           140. Nomura did file a Motion to Extend Time to Respond and a  
7 Supplemental Motion to Extend Time to Respond. Nomura cited to various  
8 personal problems, including his single parenthood of four children and their  
9 Thanksgiving needs.  
10

11           141. The court ruled on the Second Motion January 10, 2005, and noted  
12 in the minute entry that the times requested for extension had expired and  
13 Nomura had filed no response. The court granted the Second Motion.  
14

15           142. Nomura failed to inform Hurst that the Second Motion had been  
16 filed or granted.  
17

18           143. On or about October 8, 2004, the Carstens filed a Motion to Exclude  
19 Defendants' Experts. On or about November 8, 2004, the Carstens filed a Motion  
20 for Summary Disposition of their Motion to Exclude Defendants' Expert  
21 Testimony.  
22

23           144. On or about November 10, 2004, the court granted the Carstens  
24 Motion to Exclude Defendants' Experts.  
25

1 145. Nomura failed to inform Hurst about either motion or the court's  
2 ruling.

3  
4 146. During the second half of 2004 and the first part of 2005, Hurst  
5 regularly phoned Nomura's office to get a status report on the above-referenced  
6 litigation. On some occasions he spoke directly with Nomura and on some  
7 occasions with Nomura's office staff.

8  
9 147. During those conversations Hurst was not informed about the above  
10 -referenced motions by the Carstens or adverse ruling by the court. Hurst was  
11 placated with statements that the case was progressing nicely.

12  
13 148. Hurst began to sense that he was not getting "straight answers" and  
14 began looking for new counsel. Attorneys Norman Rosenblum and E.J. Peskind  
15 were engaged to replace Nomura. Attorneys Rosenblum and Peskind entered a  
16 formal appearance in the matter on March 14, 2005.

17  
18 149. In March 2005, Hurst learned from his new counsel that an order of  
19 summary judgment had been entered against him and the other Hurst Defendants  
20 in an amount in excess of \$1,700,000.00.

21  
22 150. In or about July 2005, Hurst's new counsel filed appropriate motions  
23 to request a new trial.

24  
25 151. Hurst's new counsel attached to the motion an affidavit from Roy L.  
Kelly, Ph.D., dated July 1, 2005, which states that Dr. Kelly has used Nomura's

1 legal services for approximately six years. Dr. Kelly states that over the last year  
2 he had observed that Nomura appeared to have been drinking heavily whenever  
3 meetings took place after the lunch hour. Dr. Kelly became leery of Nomura's  
4 drinking problem.  
5

6 152. In late May 2005, Dr. Kelly states that Nomura admitted to him that  
7 he was "drinking too much" and that his drinking had impaired his ability to  
8 provide appropriate legal services to his clients. Dr. Kelly states that Nomura  
9 told him that he wished to deal with his problem.  
10

11 153. On July 21, 2005, Hurst's new counsel filed this charge with the  
12 State Bar of Arizona.  
13

14 154. On August 1, 2005, bar counsel sent Nomura a letter notifying him  
15 of the charge and requesting a response within twenty (20) days.  
16

17 155. On August 16, 2005, Nomura wrote and requested an extension to  
18 September 15, 2005, to respond to the charge. Bar counsel provided a two-week  
19 extension, to September 8, 2005.  
20

21 156. On September 8, 2005, Nomura spoke to bar counsel's assistant to  
22 request a 10-day extension. Bar counsel approved an extension to September 22,  
23 2005.  
24

25 157. Nomura has failed to respond to the charges.

1 158. Nomura conditionally admits that his conduct as set forth in  
2 paragraphs one hundred twenty-eight (128) through one hundred fifty-seven  
3 (157) above constitutes a failure to abide by his client's decisions concerning the  
4 objectives of representation and to consult with his client as to the means by  
5 which they were to be pursued (ER 1.2); to act with reasonable diligence and  
6 promptness in representing his client (ER 1.3); to keep his client reasonably  
7 informed about the status of the matter (ER 1.4); to withdraw from the  
8 representation when his physical and/or mental condition materially impaired his  
9 ability to represent his client (ER 1.16); to make reasonable efforts to expedite  
10 litigation consistent with the interests of the client (ER 3.2); to refrain from  
11 conduct that is prejudicial to the administration of justice (ER 8.4(d)); and, to  
12 furnish requested information in response to an inquiry from bar counsel (ER 8.1  
13 and Ariz. R. Sup. Ct. 53 (d) and (f)). The State Bar conditionally agrees to  
14 dismiss the alleged violations of ER 1.1, 4.1, and 8.4(c).

### 19 CONDITIONAL ADMISSIONS

20 Nomura conditionally admits that his conduct, as set forth above, violated  
21 the following Rules of Professional Conduct and the Rules of the Supreme Court:

22 ER 1.2: 4 violations (Counts 4, 5, 7 and 8);

23 ER 1.3: 7 violations (Counts 1, 2, 3, 4, 5, 7, & 8);

24 ER 1.4: 7 violations (Counts 1, 2, 3, 4, 5, 7 & 8);

1 ER 1.5: 5 violations (Counts 1, 2, 3, 4, & 7);  
2 ER 1.15: 1 violation (Count 5);  
3 ER 1.16: 7 violations (Counts 1, 2, 3, 4, 6, 7, and  
4 8);<sup>2</sup>  
5  
6 ER 3.1.: 1 violation (Count 6);  
7 ER 3.2.: 3 violations (Counts 4, 7 & 8);  
8 ER 4.4: 1 violation (Count 6);  
9 ER 5.3: 4 violations (Counts 1, 2, 3, & 7);  
10 ER 8.1(b): 3 violations (Counts 1, 4, & 8);  
11 ER 8.4(d): 3 violations (Counts 4, 7 & 8);  
12 Rule 53(d): 2 violations (Counts 4, 8); and  
13 Rule 53(f): 6 violations (Counts 1, 2, 4, 6, 7 & 8).  
14  
15 TOTAL: 54 violations.  
16  
17

18 **CONDITIONAL DISMISSED ALLEGATIONS**

19 ER 1.1: 1 charge (Count 7);  
20 ER 1.15: 4 charges (Counts 1, 2, 3, 4);  
21 ER 3.4: 1 charge (Count 4);  
22 ER 4.1: 3 charges (Counts 6, 7 & 8);  
23  
24

25 <sup>2</sup> Counts 1 through 3 and Count 7 involve violations of ER 1.16(d); Count 4 involves a violation of ER 1.16 (b) and (d); Counts 6 and 8 involve violations of ER 1.16(b).

1 ER 8.4(b): 1 charge (Count 4);  
2 ER 8.4(c): 4 charges (Counts 4, 6, 7 & 8).  
3  
4 TOTAL: 14 charges conditionally dismissed.

5 **ABA STANDARDS**

6 The ABA *Standards* list the following factors to consider in imposing the  
7 appropriate sanction: (1) the duty violated, (2) the lawyer's mental state, (3) the  
8 actual or potential injury caused by the lawyer's misconduct, and (4) the  
9 existence of aggravating or mitigating circumstances. ABA *Standard* 3.0.

11 Nomura violated his duties to clients by failing to consult with clients  
12 about the objectives of representation or the means by which the objectives were  
13 to be pursued; failing to keep clients reasonably informed about the status of a  
14 matter; failing to act with reasonable diligence and promptness; and failing to  
15 take reasonable steps to protect clients' interests (such as maintaining appropriate  
16 billing records and closing files) at the close of a representation. Nomura violated  
17 his duties to the legal system and to the profession by failing to comply with the  
18 ethical rules, and in particular by failing to cooperate with the State Bar in its  
19 investigation. Nomura admits that his conduct, taken as a whole, has violated his  
20 duty to clients, the profession, and the legal system.

24 The parties agreed that *Standard* 4.4 is the most applicable in this matter. A  
25 review of ABA *Standard* 4.0 (Violations of Duties Owed to Clients) indicates

1 that suspension is the presumptive sanction for Nomura's misconduct. *Standard*  
2 4.42 (Lack of Diligence) specifically provides:

3 Suspension is generally appropriate when:

- 4 (a) a lawyer knowingly fails to perform services for a client  
5 and causes injury or potential injury to a client; or  
6 (b) a lawyer engages in a pattern of neglect and causes  
7 injury or potential injury to a client.

8 As attorney of record in Count Eight, Nomura knew that he was failing to  
9 provide services for the client (failed to respond to motions for summary  
10 judgment), and in Counts One, Two, Three, Four and Seven, Nomura engaged in  
11 a pattern of neglect. In Count Five, Nomura also engaged in a pattern of neglect  
12 by failing to ensure that the client's checks were returned to the client or to the  
13 mortgage company timely.  
14

15 Nomura's failures to respond were "knowing." At a minimum he was  
16 charging fees when he knew that his billing records were in utter disarray and  
17 when he knew that he personally had no idea what the clients might or might not  
18 have owed. Based upon the conditional admissions in this matter, the  
19 presumptive sanction under the *Standards* is suspension.  
20

21 There was potential injury to all of Nomura's clients in the matters above,  
22 in that if they had paid any part of the belated incorrect billing statements, they  
23 would have lost that money. There was actual injury to the Lees in that they did  
24 pay a fee that was not earned. There was actual injury to Hurst, who lost his  
25

1 ability to respond to motions from opposing counsel. There was actual injury to  
2 the legal profession in multiple instances.

### 3 AGGRAVATING AND MITIGATING FACTORS

4  
5 This Hearing Officer then considered aggravating and mitigating factors in  
6 this case, pursuant to *Standards* 9.22 and 9.32, respectively.

7 This Hearing Officer agrees with the parties that there are five applicable  
8 aggravating factors in this matter:  
9

10 (a) prior disciplinary offenses;<sup>3</sup>

11 (b) dishonest or selfish motive;

12 (c) a pattern of misconduct;

13 (d) multiple offenses; and,

14 (h) vulnerability of victim.

15  
16 The parties stipulated that one factor is present in mitigation:

17 (c) personal or emotional problems.<sup>4</sup>  
18

### 19 PROPORTIONALITY REVIEW

20 To have an effective system of professional sanctions, there must be  
21 internal consistency, and it is appropriate to examine sanctions imposed in cases  
22

---

23 <sup>3</sup> Nomura received Informal Reprimands in February 1994 and July 2004. Nomura received a  
24 censure in January 1996.

25 <sup>4</sup> The parties submit that Nomura is an admitted alcoholic who has been "off the wagon" over  
the last few years and that Nomura also suffered a divorce a few years ago which contributed to  
the problem. The record arguably does not support these finding in sufficient detail. However,  
the recommended sanction would not change even in the absence of this factor.

1 that are factually similar. *In re Peasley*, 208 Ariz. 27, 35, 90 P.3d 764, 772, ¶ 33.  
2 However, the discipline in each case must be tailored to the individual case, as  
3 neither perfection nor absolute uniformity can be achieved. *Id.* at ¶ 61, 90 P.3d at  
4 778, (citing *In re Alcorn*, 202 Ariz. 62, 76, 41 P.3d 600, 614 (2002); *In re Wines*  
5 135 Ariz. 203, 207, 660 P.2d 454, 458 (1983)). A review of similar cases  
6 demonstrates that a lengthy suspension is an appropriate disciplinary response.  
7

8 *In re Reed*, SB-05-0083-D (2005), is a recent case with similar findings.  
9 Reed was found to have failed to diligently represent and communicate with  
10 clients and to have responded or cooperated with the State Bar's investigation. In  
11 addition, Reed engaged in a pattern of violations of the rules regulating  
12 management of his client trust account.  
13  
14

15 The Disciplinary Commission approved the Hearing Officer's  
16 recommendation for a three-year suspension, two years probation and payment of  
17 restitution and costs and expenses for violations of ERs 1.1, 1.2, 1.3, 1.4, 1.5,  
18 1.15, 1.6, 3.2, 5.5, 8.1(b), 8.4(c) and (d), as well as Rules 31(b), 43 and 43(d), 44,  
19 51(h) and (i), and 53(d) and (f). Factors found in aggravation included multiple  
20 offenses, bad faith obstruction of the disciplinary proceeding by intentionally  
21 failing to comply with the rules or orders of the disciplinary agency, and  
22 indifference to making restitution. There were four factors found in mitigation,  
23 including absence of a prior disciplinary record, personal or emotional problems,  
24  
25

1 full and free disclosure to the disciplinary board or cooperative attitude toward  
2 proceedings, and remorse.

3  
4 In *In re Turnage*, SB-01-0120-D (2001), the lawyer was suspended from  
5 the practice of law for four years and ordered to pay restitution in the amount of  
6 \$350.00. The discipline was imposed on eight counts including failure to provide  
7 diligent representation in five cases, failure to respond to inquiries of the State  
8 Bar in one case, failure to communicate with the client in another case, and  
9 failure to comply with an order of court resulting in dismissal of another case and  
10 three violations of the trust account rules. The court found that Standards 4.12  
11 and 6.22 applied. Aggravating factors included prior disciplinary offenses,  
12 pattern of misconduct, multiple offenses, failure to cooperate, and substantial  
13 experience in the practice of law. Mitigating factors included personal and  
14 emotional problems including alcoholism, timely and good faith effort to make  
15 restitution, and full and free disclosure and cooperative attitude after formal  
16 proceedings were filed.  
17  
18  
19

20 In *In re Augustine*, SB-04-0114-D (2004), the Disciplinary Commission  
21 found the Hearing Officer's recommendation of a six month and one day  
22 suspension to be based on clearly erroneous findings and conclusions and  
23 recommended the two-year suspension eventually imposed by the Supreme  
24 Court. Augustine failed to make an appearance in the disciplinary matter until the  
25

1 aggravation/mitigation hearing. Augustine violated ERs 1.3, 1.4, 1.15(b),  
2 1.16(d), 8.1(b), 8.4(c) and (d), and Rules 53(d) and (f). The five factors found in  
3 aggravation were: a pattern of misconduct, multiple offenses, bad faith  
4 obstruction of the disciplinary proceeding, substantial experience in the practice  
5 of law, and indifference in making restitution. There were five factors found in  
6 mitigation: absence of a prior disciplinary record, absence of a dishonest or  
7 selfish motive, personal or emotional problems, character or reputation, physical  
8 and mental disability or impairment, and remorse.  
9  
10

11 The cited cases relate to failures of competent and diligent representation  
12 of clients, failures to communicate with clients, and failures to return client  
13 property and appropriately terminate the representation. Each case supports the  
14 recommended sanction given the facts of the instant case.  
15

### 16 RECOMMENDATION

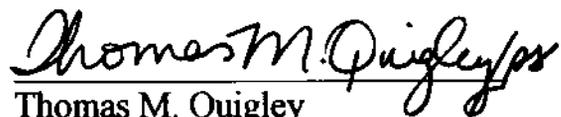
17 The purpose of lawyer discipline is not to punish the lawyer, but to protect  
18 the public and deter future misconduct. *In re Fioramonti*, 176 Ariz. 182, 187, 859  
19 P.2d 1315, 1320 (1993). It is also the objective of lawyer discipline to protect the  
20 public, the profession and the administration of justice. *In re Neville*, 147 Ariz.  
21 106, 708 P.2d 1297 (1985). Yet another purpose is to instill public confidence in  
22 the bar's integrity. *Matter of Horwitz*, 180 Ariz. 20, 29, 881 P.2d 352, 361  
23 (1994).  
24  
25

1 In imposing discipline, it is appropriate to consider the facts of each case,  
2 the American Bar Association's *Standards for Imposing Lawyer Sanctions*  
3 (*"Standards"*) and the proportionality of discipline imposed in analogous cases.  
4 *Matter of Bowen*, 178 Ariz. 283, 286, 872 P.2d 1235, 1238 (1994).  
5

6 Upon consideration of the facts, application of the *Standards*, including  
7 aggravating and mitigating factors, and a proportionality analysis, this Hearing  
8 Officer recommends acceptance of the Tender of Admissions and Agreement for  
9 Discipline by Consent and the Joint Memorandum in Support of Agreement for  
10 Discipline by Consent which provides for the following:  
11

- 12 1. Nomura shall be suspended for a period of three years.
- 13 2. Nomura will be placed on probation for a period of two years. The  
14 terms and conditions of probation will be determined at the time of reinstatement.  
15 However, a MAP contract shall be included as a condition of the probation.  
16
- 17 3. Nomura shall pay restitution in the amount of \$1,500.00 to the Lees.
- 18 4. Nomura shall pay the costs and expenses incurred in this disciplinary  
19 proceeding.  
20

21 DATED this 30<sup>th</sup> day of November 2005.  
22

23   
24 Thomas M. Quigley  
25 Hearing Officer 8W

1 Original filed with the Disciplinary Clerk  
2 this 30<sup>th</sup> day of November, 2005.

3 Copy of the foregoing was mailed  
4 this 30<sup>th</sup> day of November 2005, to:

5 Edmund Y. Nomura  
6 Respondent  
7 *The Nomura Law Office, P.C.*  
8 5151 North 16<sup>th</sup> Street, Suite 138  
9 Phoenix, AZ 85016-3919

and

10 Edmund Y. Nomura  
11 Respondent  
12 10810 North Tatum Boulevard, No. 102-325  
13 Phoenix, AZ 85028

14 Denise M. Quinterri  
15 Bar Counsel  
16 State Bar of Arizona  
17 4201 North 24<sup>th</sup> Street, Suite 200  
18 Phoenix, AZ 85016-6288

19 by: *P. Williams*