

**FILED**

JUN 25 2007

HEARING OFFICER OF THE  
SUPREME COURT OF ARIZONA  
BY C. L. Ows

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

IN THE MATTER OF A MEMBER )  
OF THE STATE BAR OF )  
ARIZONA, )  
 )  
 )  
 )  
**RICARDO A. BRACAMONTE,** )  
Bar No. 014303 )  
 )  
 )  
Respondent. )

Nos. 06-0484, 06-0722, 06-1261

**HEARING OFFICER'S REPORT**  
(Assigned to Hearing Officer 7Q,  
Denice R. Shepherd)

**PROCEDURAL HISTORY**

A Complaint was filed on September 29, 2006. Respondent filed an Answer.

The parties were able to reach an agreement. 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 Memo) were filed on March 1, 2007. A hearing was held April 4, 2007.

**FINDINGS OF FACT**

1. At all times relevant, Respondent was a lawyer licensed to practice law in the state of Arizona having been first admitted on September 15, 1992.

**COUNT ONE (File No. 06-0484)**

2. On or about June 15, 2002, Blanca Caballero Lozoya was involved in a slip and fall accident (the "accident") on the premises of Supermat Laundry in

Tucson, Arizona.

3. As a result of the accident, Mrs. Lozoya suffered injuries.
4. Shortly after the accident, Mrs. Lozoya met with Respondent and Fernando Fajardo regarding Respondent's potential legal representation of her in a claim against Supermat Laundry.
5. As a result of her meeting with Respondent and Mr. Fajardo, Mrs. Lozoya retained Respondent in or about June or July 2002 to represent her in a potential lawsuit against Supermat Laundry.
6. Respondent agreed to represent Mrs. Lozoya based upon a contingent fee arrangement whereby Respondent would receive twenty-five percent of any award recovered. Mrs. Lozoya also paid Respondent approximately \$400 to cover costs in the case.
7. Respondent failed to memorialize the contingent fee arrangement in writing.
8. Mrs. Lozoya has alleged that at the initial meeting Respondent presented Mr. Fajardo as an attorney. Respondent denies this allegation.
9. Mrs. Lozoya has alleged that at the initial meeting Mr. Fajardo presented himself as an attorney. Respondent denies this allegation.
10. In fact, while Mr. Fajardo had once been an attorney licensed to practice in Arizona, the Supreme Court of Arizona disbarred Mr. Fajardo on or about

July 19, 2001, *SB 01-0062-D*.

11. On or about June 14, 2004, Respondent filed a complaint on behalf of Mrs. Lozoya against Supermat Laundry in Pima County Superior Court (Case No. C2004-3119).
12. Despite several extensions of time to serve the defendants, Respondent failed to serve the defendants within the time allowed, and the court dismissed the complaint on or about December 27, 2004, for lack of prosecution.
13. After the filing of the complaint, Mrs. Lozoya spoke with Mr. Fajardo on numerous occasions.
14. During their conversations, Mr. Fajardo would inform Mrs. Lozoya of actions taken in the case and times when he appeared before the court in the case.
15. Despite Mr. Fajardo's assertions to Mrs. Lozoya, nothing had been done in the case, including serving the defendants in the case.
16. Even after the complaint had been dismissed, Mr. Fajardo continued to assert that the firm was working on the case and that he was attending hearings and was negotiating a settlement.
17. Mrs. Lozoya eventually learned that her case had been dismissed for lack of

prosecution. Mrs. Lozoya also learned that Mr. Fajardo was not an attorney and she demanded to speak with Respondent.

18. When Mrs. Lozoya finally spoke with Respondent after learning about the dismissal of her case and Mr. Fajardo, it was the first time that she had spoken to Respondent since their initial meeting in June or July 2002.
19. As a result of his meeting with Mrs. Lozoya, Respondent re-filed the case under Case No. C2005-2946 and properly served Supermat Laundry.
20. Supermat Laundry filed a motion to dismiss the complaint based upon the statute of limitations, and the court granted the motion.
21. Respondent failed to act with reasonable diligence and promptness in representing Mrs. Lozoya.
22. Respondent failed to promptly and reasonably consult with Mrs. Lozoya and failed to keep her reasonably informed as to the status of her case.
23. Respondent failed to memorialize the contingent fee agreement with Mrs. Lozoya in writing.
24. Respondent failed to take reasonable steps to expedite the litigation consistent with the interests of Mrs. Lozoya.
25. Respondent failed to make reasonable efforts to ensure that Mr. Fajardo's conduct was compatible with Respondent's professional obligations.

26. Respondent negligently supervised Mr. Fajardo, who was not a member of the bar, who performed activities that constitute the unauthorized practice of law.
27. Respondent's conduct in this count violated Rule 42, Ariz R.Sup.Ct., specifically ERs 1.3, 1.4, 1.5, 3.2, 5.3, and 5.5.

**COUNT TWO (File No. 06-0722)**

28. On or about December 4, 2005, Cathy Bishop retained Respondent to reopen her divorce case so she could obtain custody of her minor children or to secure more parenting time with them.
29. Respondent informed Ms. Bishop that the fee for the representation would be \$2,000.00. Ms. Bishop paid Respondent \$2,000 00 by personal check no. 2178, dated December 9, 2005.
30. Respondent did not memorialize the terms and scope of the representation in writing. Respondent and Ms. Bishop did not enter into any form of a written fee agreement.
31. Subsequent to paying the \$2,000.00 fee, Ms. Bishop claims that she had difficulty contacting Respondent. Respondent failed to return Ms. Bishop's phone calls.
32. In or about early January 2005, Ms. Bishop was able to contact Respondent.

Respondent informed Ms. Bishop that the amount she originally paid did not cover the costs of acquiring transcripts from the dissolution proceedings.

33. Ms. Bishop claims that Respondent requested an additional \$3,000.00 to secure copies of the trial transcripts from her case and to cover additional attorney fees. Respondent denies that the \$3,000.00 was in partial payment of court transcripts, but admits that any confusion regarding the payment was caused by his failure to memorialize his fee agreement with Ms. Bishop in writing.
34. In a letter dated January 7, 2006, Ms. Bishop enclosed personal check no. 2194 in the amount of \$3,000.00. In the letter, Ms. Bishop confirmed that the enclosed amount would cover, "...all charges associated with filing the 60c issue and maintaining and/or implementing my rights as they pertain to the 2005 rulings ... [and] shall cover your fees and those involved in obtaining all court transcripts in relation to this case."
35. In a subsequent conversation with Respondent, Ms. Bishop requested an accounting of how Respondent expended the \$5,000.00 she paid Respondent. Ms. Bishop also requested that Respondent raise certain specific issues with the court at an upcoming hearing.
36. Respondent failed to provide the requested accounting to Mrs. Bishop.

37. On or about January 19, 2006, Respondent filed a Motion to Set Aside Judgment (“Motion”) pursuant to Rule 60(c)(6), Ariz.R.Civ.P.
38. On or about February 23, 2006, a hearing was held on the Motion to Set Aside Judgment. The court determined that the judgment should not be set aside, therefore the motion was denied.
39. If this matter were to go to a hearing, Ms. Bishop would testify that, at the February 23, 2006, hearing, Respondent failed to raise the issues with the court that Ms. Bishop had requested he raise and that, after the hearing, Respondent became upset when Ms. Bishop brought the issues he failed to address with the court to his attention. If this matter were to go to a hearing, Respondent would deny that he failed to raise the requested issues.
40. In fax dated March 6, 2006, Ms. Bishop stated that it was her intention to seek an appeal. She further stated that action must be taken within ten days. Ms. Bishop requested that, “...appropriate steps be taken to ensure this time frame is met and an appeal process is underway.”
41. In a letter dated March 7, 2006, from Respondent to Ms. Bishop, Respondent stated that due to her dissatisfaction with his representation he could not “ethically take on this appeal with your negative demeanor.” Respondent also informed Ms. Bishop that she had thirty days in which to

appeal her case.

42. In a correspondence dated April 28, 2006, Ms. Bishop submitted her complaint against Respondent with the State Bar.
43. In a letter dated June 20, 2006, from Respondent to the State Bar Respondent responded to Ms. Bishop's complaint. Respondent stated:
  - a. He told Ms. Bishop when she retained him that the \$2,000.00 fee was for his initial review of the documents she provided him. Ms. Bishop had provided him with a "rather large box of documents" for his review.
  - b. After review of the documents, he informed Ms. Bishop that she was in a difficult legal position because she never appealed the court's ruling and that filing the Motion was the best course of action.
  - c. He informed Ms. Bishop of the additional fee for filing the Motion and that she would have to make a decision quickly because the time to file the Motion was short.
  - d. He only discussed filing an appeal in the context of what could be done if the Motion was denied.
  - e. He told Ms. Bishop that any further legal action would require an additional fee and any discussion of obtaining transcripts was done in

the context of a future appeal of the court's order on the Motion.

- f. The court denied the Motion, however the court granted Ms. Bishop an opportunity to set up a specific parenting time schedule.
- g. When he spoke with Ms. Bishop about the court's decision to deny the Motion she became agitated and did not want anything other than a complete modification of the child custody arrangement. Because Ms. Bishop was abusive towards him, he told her that he would no longer represent her and that she should find alternative counsel.

44. In a letter dated July 20, 2006, Ms. Bishop replied to Respondent's June 20, 2006, response. Ms. Bishop stated:

Respondent never provided her with an accounting as she requested.

The time to file the Motion was so short because Respondent had two deaths in his family and not because of any action she had or had not taken.

45. In a letter dated August 14, 2006, Respondent responded to Ms. Bishop's July 20, 2006, reply. Respondent stated:

The deaths in his family did not appreciably delay his work on the case.

It was not necessary to request the transcripts because he withdrew from the case prior to an appeal being filed. He did not have a written fee agreement with Ms. Bishop but he discussed the representation with her in phone calls and correspondence.

46. In a letter dated October 12, 2006, from the State Bar to Respondent, bar counsel requested that Respondent provide additional information to complete the investigation. Bar counsel requested that Respondent provide any correspondence with Ms. Bishop that detailed the terms of the representation that would comply with Rule 42, Ariz.R.Sup Ct., ER 1.5(b). In addition, bar counsel requested that Respondent provide billing statements related to his representation of Ms. Bishop.

47. In a letter dated November 16, 2006, from Respondent to the State Bar, Respondent responded to bar counsel's October 12, 2006, request and stated:

He did not memorialize his fee agreement with Ms. Bishop in writing and cannot produce any documentation reflecting his fee agreement with Ms. Bishop.

He agreed to represent Ms. Bishop based on two flat fees of \$2,000.00 and \$3,000.00 respectively. Although Ms. Bishop did request an accounting after Respondent and Ms. Bishop had mutually agreed that he would terminate his representation of her, Respondent did not provide an accounting because he never agreed to represent Ms. Bishop on an hourly basis.

48. Were this matter to proceed to a hearing, the State Bar would assert, through testimony of Ms. Bishop, that: Ms. Bishop wanted a complete rearrangement of a prior child custody order rather than a mere parenting schedule; Respondent, instead, filed a Motion to Set Aside Judgment; and, therefore,

Respondent failed to abide by Ms. Bishop's decisions concerning the objectives of the representation and failed to consult with her as to the means by which they were to be pursued. Were this matter to proceed to a hearing, Respondent would deny the foregoing and testify that filing the aforementioned Motion was the optimal manner by which to accomplish the objective of representation, and that he consulted with Ms. Bishop as to the means by which those objectives were to be pursued.

49. Respondent failed to memorialize in writing the scope of the representation and the basis or rate of the fee and expenses for which Ms. Bishop would be responsible.
50. Were this matter to proceed to a hearing, the State Bar would assert, through testimony of Ms. Bishop, that Respondent charged and collected an unreasonable fee from Ms. Bishop. Were this matter to proceed to a hearing, Respondent would deny the foregoing and testify that the fees he charged and collected from Ms. Bishop were reasonable.
51. Were this matter to proceed to a hearing, the State Bar would assert, through testimony of Ms. Bishop, that Respondent failed to safeguard Ms. Bishop's property. Were this matter to proceed to a hearing, Respondent would deny the foregoing and testify that he properly safeguarded Ms. Bishop's property

and delivered her case file and all requested materials to her new counsel when Respondent's attorney/client relationship with Ms. Bishop terminated.

52. Respondent failed to provide a full accounting of how Ms. Bishop's \$5,000.00 was expended in her matter.
53. Were this matter to proceed to a hearing, the State Bar would assert, through testimony of Ms. Bishop, that Respondent failed to take reasonable steps to protect Ms. Bishop's interests upon termination of the representation. Were this matter to proceed to a hearing, Respondent would deny the foregoing and testify that he properly safeguarded Ms. Bishop's property and delivered her case file and all requested materials to her new counsel when Respondent's attorney/client relationship with Ms. Bishop terminated.
54. Respondent conditionally admits that his conduct in this count violated Rule 42, Ariz.R.Sup.Ct , specifically ERs 1.2, 1.5, 1.15, and 1.16(d).

**COUNT THREE (File No. 06-1261)**

55. On or about February 8, 2005, Gilberto Izquierdo Rosiles retained Respondent to represent him in a criminal matter in the United States District Court, District of Arizona, Case No. CR05-00336-001-Tuc.
56. Mr. Rosiles paid Respondent \$10,000.00 and signed a written fee agreement.
57. In the written fee agreement there is the following specific provision:

“ATTORNEY WILL REDUCE FEE BY \$2,500.00 IF DEFENDANT DOES NOT GO TO TRIAL.”

58. The U.S. Attorney offered Mr. Rosiles a plea offer which he rejected per Respondent's advice. Shortly before the trial, Ms. Rosiles accepted the plea offer. The case did not go to trial.
59. Mr. Rosiles asked Respondent to refund \$2,500.00 per the terms of the written and signed fee agreement.
60. Respondent refused to refund \$2,500.00 to Mr. Rosiles, claiming that he was permitted, and Mr. Rosiles agreed, to apply the \$2,500.00 in question toward trial preparation work following their initial rejection of the plea offer.
61. Mr. Rosiles denies that he agreed to permit Respondent to apply the \$2,500.00 in question toward the trial preparation work following their initial rejection of the plea offer.
62. Respondent failed to refund \$2,500.00 to Mr. Rosiles per the written fee agreement.
63. By letter dated July 24, 2006, Mr. Rosiles submitted his complaint against Respondent to the State Bar.
64. In a letter dated September 22, 2006, from Respondent to the State Bar, Respondent responded to Mr. Rosiles's July 24, 2006, complaint.

Respondent stated:

Mr. Rosiles rejected the plea offer against his advice, forcing him to prepare for trial.

When the trial was pending Mr. Rosiles finally took his advice and accepted the plea offer.

However, by this time he had spent considerable additional time preparing for trial. After discussing the matter with Mr. Rosiles, it was agreed that he was entitled to the \$2,500.00 in fees to compensate him for the trial preparation work.

65. In a letter dated October 5, 2006, from Mr. Rosiles to the State Bar, Mr. Rosiles replied to Respondent's September 22, 2006, response. Mr. Rosiles denied that there was any new agreement entered into entitling Respondent to the \$2,500.00.
66. In a letter dated December 4, 2006, from Respondent to Mr. Rosiles, Respondent enclosed a check in the amount of \$2,500.00 as a refund of the fees at issue. Regarding the refund, Respondent stated in the letter, "Although I may not agree with the allegations made in your bar complaint, it's in the best interest for all parties involved."
67. Respondent charged and collected an unreasonable fee from Mr. Rosiles.
68. Respondent failed to memorialize in writing the scope of the representation and the basis or rate of the fee and expenses for which Mr. Rosiles was responsible.

69. Respondent failed to communicate in writing any changes in the basis or rate of the fee or expenses for which Mr. Rosiles was responsible.
70. Respondent failed to safeguard Mr. Rosiles's property.
71. Respondent's conduct in this count violated Rule 42, Ariz.R.Sup.Ct., specifically ERs 1.5 and 1.15.

### **CONDITIONAL ADMISSIONS & DISMISSALS**

Respondent conditionally admits that his conduct, as set forth above, violated Rule 42, Ariz R.Sup.Ct , specifically, ERs 1.2, 1.3, 1.4, 1.5, 1.15, 1.16(d), 3.2, 5.3 and 5.5. Respondent's admissions were tendered in exchange for the agreed upon form of discipline.

### **ABA STANDARDS**

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

The *Standards* which are appropriate to consider in this matter are 4.0 (Violations of Duties Owed to Clients), 6.0 (Violations of Duties Owed to the Legal System), and 7.0 (Violations of Duties Owed to the Profession.)

The applicable duties owed to clients are as follows:

#### **4.1 Failure to Preserve the Client's Property**

4.13 Reprimand is generally appropriate when a lawyer is negligent in dealing with client property and causes injury or potential injury to a client.

#### **4.4 Lack of Diligence**

4.43 Reprimand is generally appropriate when a lawyer is negligent and does not act with reasonable diligence in representing a client, and causes injury or potential injury to a client.

#### **4.6 Lack of Candor**

4.63 Reprimand is generally appropriate when a lawyer negligently fails to provide a client with accurate or complete information and causes injury or potential injury to the client.

Respondent violated his duty to his clients by failing to abide by the clients' decisions as to their objections of the representation, failing to act with reasonable diligence and promptness, failing to promptly and reasonably consult with client, failing to keep clients reasonably informed as to the status of their cases, failing to memorialize the fee arrangements in writing, failing to safeguard clients' property, failing to take steps to protect clients' interests upon termination of representation, failing to provide clients with documents and accountings upon termination of representation and by failing to make reasonable efforts to expedite litigation

consistent with the interests of the clients.

The applicable duties owed to the legal system are as follows:

## **6.2 Abuse of the Legal Process**

6.23 Reprimand is generally appropriate when a lawyer negligently fails to comply with a court order or rule, and causes injury or potential injury to a client or other party, or causes interference or potential interference with a legal proceeding.

The applicable duty owed to the profession is:

7.3 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.

Respondent violated his duties to the legal system and to the profession by failing to make reasonable efforts to expedite litigation, failing to make reasonable efforts to ensure that a disbarred employee's conduct was compatible with his professional obligations, and by assisting the disbarred employee in the performance of activities that constituted the unauthorized practice of law.

In Arizona a reprimand is a censure. The presumptive sanction for these type of infractions is a censure.

## **AGGRAVATING AND MITIGATING FACTORS**

This Hearing Officer then considered the parties Joint Memorandum in

determining aggravating and mitigating factors in this case.

This Hearing Officer agrees with the parties tender that there are three applicable aggravating factors in this matter pursuant to *Standards 9.22*:

*Standard 9.22(c)* A pattern of misconduct. Respondent violated similar rules of professional conduct with three different clients.

*Standard 9.22(d)* Multiple offenses. Respondent violated several rules of professional conduct with three different clients.

*Standard 9.22(I)* Substantial experience in the practice of law. Respondent has been practicing law in Arizona since September 15, 1992.

The following four (4) factors should be considered in mitigation:

*Standard 9.32(a)* Absence of a prior disciplinary record.

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

*Standard 9.32(d)* Timely good faith effort to make restitution or to rectify consequences of misconduct. In File No. 06-0484 (Lozoya), Respondent and his professional liability insured into a monetary settlement with the client. In File No. 06-1261 (Rosiles), Respondent refunded to Mr. Rosiles the disputed \$2,500.

*Standard 9.32(e)* Full and free disclosure to disciplinary board or cooperative attitude toward proceedings. Throughout the investigation and formal process, Respondent has been forthcoming and cooperative. He has made full and

free disclosure thus mitigating the misconduct.

### PROPORTIONALITY REVIEW

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

To have an effective system of professional sanctions, there must be internal consistency, and it is appropriate to examine sanctions imposed in cases that are factually similar. *Peasley, supra*, 208 Ariz. at 33, 90 P.3d at 772. However, the discipline in each case must be tailored to the individual case, as neither perfection nor absolute uniformity can be achieved. *Id.* 208 Ariz. at 61, 90 P.3d at 778 (citing *In re Alcorn*, 202 Ariz. 62, 76, 41 P.3d 600, 614 (2002); *In re Wines*, 135 Ariz. 203, 207, 660 P.2d 454, 458 (1983)).

Much of the misconduct in this case is similar to *In re Strauss*, SP-01-0098-D (2001). In that case Strass received a censure and one year of probation. There were one aggravating and three mitigating factors present.

In *In re Seplow*, SB-02-0108-D (2002), the respondent employed a

convicted felon as a legal assistant, permitted him to meet and accept clients, and failed to adequately supervise him thus aiding the unauthorized practice of law. The respondent also failed to provide adequate representation, failed to communicate with and diligently represent his clients. There were six aggravating and five mitigating factors. This respondent received a censure and two years probation.

Other cases include: *In re Olds*, SB-00-0089-D(2000), allowing a paralegal to engage in unauthorized practice of law which resulted in a censure and one year probation; *In re Alcorn*, SB-02-0097-D (2002) involving the failure to prepare a written fee agreement, the failure to adequately represent a client and lack of candor with the client which resulted in a thirty day suspension and one year of probation.

In the cited cases, the most common discipline was censure with probation. The agreement of the parties herein provide for such a sanction, and is therefore proportional. The Supreme Court “has long held that ‘the objective of disciplinary proceedings is to protect the public, the profession and the administration of justice and not to punish the offender.’” *In re Alcorn*, 202 Ariz. 62, 74, 41 P 3d 600, 612 (2002) (quoting *In re Kastensmith*, 101 Ariz. 291, 294, 419 P.2d 75, 78 (1966)). This Hearing Officer believes the sanctions agreed upon

by the parties are consistent with these principles.

### **RECOMMENDATION**

This Hearing Officer recommends acceptance of the Tender of Admissions and Agreement for Discipline by Consent and the Joint Memorandum in Support of Agreement for Discipline by Consent which provides for the following:

Respondent will receive a censure and be placed on probation for two years for violating Rule 42, Ariz.R.Sup.Ct., specifically, ERs 1.2, 1.3, 1.4, 1.5, 1.15, 1.16(d), 3.2, 5.3 and 5.5.

Respondent shall, within thirty days of the Supreme Court's final judgment and order, contact the director of the State Bar's Law Office Management Assistance Program (LOMAP) to schedule an audit of his law office. The LOMAP director or his/her designee will conduct an audit of Respondent's law office no later than sixty days thereafter. Following the audit, Respondent shall enter into a Memorandum of Understanding that will be effective for a period of two years from the date upon which all parties have signed the Memorandum. The LOMAP will focus on written fee agreements and furnishing accounts to clients. Respondent shall comply with all recommendations of the LOMAP director or his/her designee.

A settlement of all claims was reached with Blanca Caballero Loyoza, so no

restitution of fees and /or costs will be ordered (File No. 06-0484). (Hearing Transcript, March 28, 2007, pg 13-14.)

No restitution shall be ordered to Gilberto Rosiles as Respondent has already refunded the amount of \$2,500.00 (File No 06-1261). (Hearing Transcript, March 28, 2007, pg 15).

Respondent shall participate in fee arbitration with Cathy Bishop (File No. 06-0722).

Respondent will follow all the Rules of Professional Conduct and all Trust Account Guidelines.

Respondent shall pay all costs incurred by the State Bar in connection with these proceedings, including the assessment by LOMAP.

In the event Respondent fails to comply with any of the foregoing terms, and the State Bar receives information about his failure, bar counsel will file a Notice of Non-Compliance with the disciplinary clerk.

DATED this 25<sup>th</sup> day of June, 2007.

Denice R. Shepherd /s/  
Denice R. Shepherd  
Hearing Officer 7Q

Original filed with the Disciplinary Clerk  
this 25<sup>th</sup> day of June, 2007.

Copy of the foregoing was mailed  
this 26<sup>th</sup> day of June, 2007, to:

David L. Sandweiss  
Bar Counsel  
State Bar of Arizona  
4201 North 24<sup>th</sup> Street, Suite 200  
Phoenix, AZ 85016-6288

Stephen G. Montoya  
Respondent's Counsel  
Montoya Jimenez, PA  
The Great American Tower  
3200 North Central Ave., Ste. 2550  
Phoenix, AZ 85012

by: Christina *JS*