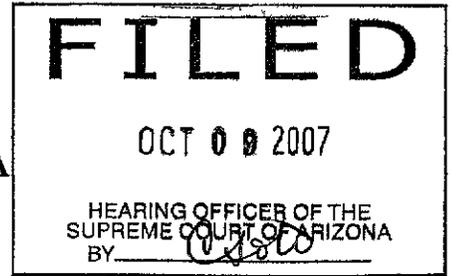


BEFORE A HEARING OFFICER
OF THE SUPREME COURT OF ARIZONA



IN THE MATTER OF A MEMBER) File No. 05-1736
OF THE STATE BAR OF ARIZONA)
)
TERRI L. CAPOZZI,) **HEARING OFFICER'S REPORT**
Bar No. 016140)
)
RESPONDENT)
_____)

PROCEDURAL HISTORY

The State Bar filed a Complaint in this matter on February 27, 2007. Respondent filed an answer on or about March 21, 2007. After an unsuccessful settlement conference on June 12, 2007, the matter was referred back to this Hearing Officer. This Hearing Officer was out of the country for the month of June, and immediately upon his return held a status conference on July 2, 2007, wherein the parties advised that the Respondent's Motion for Summary Judgment and subsequent pleadings could be held in abeyance pending a settlement that was almost completed.

Thereafter, on July 16, 2007, a subsequent status conference was held. This Hearing Officer was uncertain of the parties' ability to resolve the case and so set deadlines and a final hearing on August 17, 2007, pending approval of the Disciplinary Commission because this date was beyond the time limits by 21 days. (This delay was primarily because this Hearing Officer was out of the country for the month of June.)

As a result of a Motion for Extension of Time filed by this Hearing Officer, the Disciplinary Commission granted an extension to and including August 17, 2007. The

parties thereafter advised this Hearing Officer that the matter was settled and a hearing on the Tender and Agreement was held on August 16, 2007

FINDINGS OF FACT

1. At all times relevant hereto, Respondent was a member of the State Bar of Arizona, having been admitted in Arizona on May 20, 1995. The cases involved in this matter arose out of Respondent's contract to represent indigent defendants in Maricopa County Superior Court.

COUNT ONE (File No. 05-1736)

State v. Garcia, CR2004-013410

2. On or about June 4, 2004, Respondent was assigned to represent Eleazar Montes Garcia ("Mr. Garcia") in Maricopa County Superior Court case *State v. Garcia*, case number CR2004-013410 ("*Garcia* case").

3. Prior to Respondent's appointment, Mr. Garcia was represented by attorney Terry Bublik ("Mr. Bublik").

4. On or about May 24, 2004, Deputy County Attorney Aaron Crane ("Mr. Crane") offered a plea on behalf of the State to Mr. Bublik.

5. The May 24, 2004, letter stated that the plea expired on July 1, 2004, however, Mr. Crane stated in a subsequent email to Respondent that the plea expired on July 17, 2004.

6. Beginning on or about July 19, 2004, Respondent exchanged emails with Mr. Crane concerning whether the *Garcia* case would go to trial, noting that the deadline for the plea offer had expired and the time for acceptance of the offer had not been extended.

- 7 Respondent believes she discussed the plea agreement for the first time with Mr Garcia during the last part of October 2004
8. After Respondent discussed the plea offer with Mr Garcia and reviewed the evidence that the State would present and the risks attendant with going to trial, Mr Garcia informed Respondent that he wanted to accept the plea agreement in October 2004.
- 9 On or about November 1, 2004, Respondent moved the Court in the *Garcia* case to order the State to reopen the plea offer. The prosecutor, Mr. Crane, cited the case of *State v Donald*¹ as the Court's authority to order that the State reopen the plea. Respondent informed the Court that she had failed to give Mr Garcia the plea offer or to review it with him before the deadline set by the State
- 10 On or about November 1, 2004, the Court in the *Garcia* case granted Respondent's motion

***State v. Bell*, CR2004-023380 and CR2002-008009**

- 11 Respondent was appointed through the Office of Court Appointed Counsel to represent Angela Marie Bell ("Ms Bell") on or before January 6, 2005, in Maricopa County Superior Court cases *State v Bell*, case numbers CR2004-023380 and CR2002-008009 ("*Bell cases*")
12. In the *Bell* cases, Respondent received a plea offer from the Deputy County Attorney, which was contingent on her co-defendant taking a plea also

¹ *State v Donald*, 198 Ariz 406, 413, 10 P 3d 1193, 1200 (App 2000) provides "To establish deficient performance during plea negotiations, a petitioner must prove that the lawyer either (1) gave erroneous advice or (2) failed to give information necessary to allow the petitioner to make an informed decision whether to accept the plea "

- 13 Respondent provided Ms Bell a copy of the written plea offer on or about January 6, 2005.
14. The deadline for acceptance of the plea offer in the *Bell* cases was January 29, 2005
15. Respondent discussed the plea offer with Ms. Bell before the deadline Respondent asserts that she and Ms. Bell discussed that the plea offer made by the State was contingent upon Ms Bell's co-defendant accepting a plea, and that Respondent and Ms Bell discussed the unlikelihood of the co-defendant accepting a plea For purposes of the consent agreement, the State Bar does not contest Respondent's assertion
16. Respondent did not advocate for her client with the prosecutor so that Ms Bell might be able to accept a plea offer independent of her co-defendant in the *Bell* cases until shortly before the March 21, 2005 hearing.
- 17 On March 21, 2005, Respondent moved the Court to order the State to reopen the plea negotiations in the *Bell* cases
- 18 At the hearing on March 21, 2005, in the *Bell* cases, Respondent informed the Court that she had failed to convey the offer to Ms. Bell before the deadline to accept the offer had expired
19. Prior to the March 21, 2005, hearing, Jennifer Levinson ("Ms Levinson"), Deputy County Counsel, attempted to contact Ms Capozzi, but Ms Capozzi did not contact her

20. Respondent asserts that, had she contacted Ms Levinson, an offer would have been made which did not require the co-defendant's guilty plea. For purposes of the consent agreement, the State Bar does not contest Respondent's assertion.
21. At the March 21, 2005, hearing, Ms Levinson informed the Court that it was her understanding that Respondent had not conveyed the offer to her client until the date of the hearing, March 21, 2005.
22. After hearing Ms Levinson's statement, Respondent did not correct Ms Levinson's statement concerning when Respondent conveyed the offer to Ms Bell. Respondent contends that her omission was negligent. For purposes of the consent agreement, the State Bar does not contest Respondent's assertion.
23. The Court granted Respondent's motion to reopen the plea negotiations and found Respondent's failure to convey the offer before the expiration date amounted to ineffective assistance of counsel.
24. On or about March 21, 2005, as a result of the Court's ruling, the State again tendered a plea offer to Ms Bell.

***State v. Suttin*, CR2004-127816**

25. Respondent was appointed to represent Eric Daniel Suttin ("Mr Suttin") on or about January 21, 2005, in Maricopa County Superior Court case *State v Suttin*, case number CR2004-127816 ("*Suttin* case").
26. In the *Suttin* case, the Deputy County Attorney, on behalf of the State, tendered two hand-written plea offers to Respondent prior to Respondent's appointment on January 21, 2005.

- 27 The deadline for acceptance of the plea offers in the *Sutten* case was March 12, 2005
- 28 Respondent informed Mr. Sutten of the plea offers in his case prior to the March 12, 2005, deadline.
- 29 Mr. Sutten did not accept the plea offer before the deadline had passed.
30. On or about June 14, 2005, after the deadline to accept the plea offer had expired, Mr. Sutten told Respondent that he wanted to accept the initial plea that the State had offered
- 31 Respondent asserts that she did not fully advise Mr. Sutten with regard to the advisability of accepting the plea offers until Respondent was informed by the State what evidence supported the historical prior convictions the State would be alleging against Mr. Sutten. For purposes of the consent agreement, the State Bar does not contest Respondent's assertion
- 32 Respondent asserts that she spoke to the Court in-chambers with the prosecutor present on June 14, 2005, and told the Court that she had failed to provide Mr. Sutten with all of the information necessary to make an informed decision before the deadline to accept the plea offers had lapsed and that, in the absence of an admission by Respondent of ineffectiveness, the State would offer a harsher plea to Mr. Sutten. For purposes of the consent agreement, the State Bar does not contest Respondent's assertion
- 33 Respondent moved the Court to order the State to reopen the plea offer in the *Sutten* case on June 14, 2005, and testified that she failed to advance the plea offer to Mr. Sutten before the deadline so he was unable to take advantage of it prior to

its expiration. Mr Suttan testified to the Court that he agreed with Respondent's statement.

34 Respondent contends that she was negligent in this matter For purposes of the consent agreement, the State Bar does not contest Respondent's assertion

35. At the hearing, the Court held, based upon Respondent's testimony, that Respondent had been ineffective and that the plea offer was to be advanced to Mr Suttan.

36. The Court also found that Mr Suttan would suffer legal prejudice if he could not accept the plea offer at the time of the hearing

State v. Reynaga, CR2004-012417 and CR2005-119508

37 In 2005, Respondent was appointed to represent Anthony James Reynaga ("Mr Reynaga") in two matters filed in Maricopa County Superior Court, *State v Reynaga*, case numbers CR2004-012417 and CR2005-119508 ("*Reynaga cases*")

38. In the *Reynaga* cases, the Deputy County Attorney informed Respondent by letter dated August 1, 2005, that no offer would be made at that time.

39. Respondent received this letter

40. By letter dated August 23, 2005, the Deputy County Attorney, on behalf of the State, tendered proposed plea offers to Respondent in both of the *Reynaga* cases

41. The plea offers included a deadline for acceptance of September 15, 2005.

42 Respondent believes that her staff received the August 23, 2005, letter from the Deputy County Attorney containing the plea offers because the letter was subsequently located in one of the case files for Mr Reynaga

- 43 If this matter proceeded to hearing, the State Bar would present evidence that after receiving the August 1, 2005, letter from the Deputy County Attorney, Respondent failed to contact the Deputy County Attorney regarding possible plea offers until the trial management conference held on or about October 31, 2005.
44. Respondent was informed by the Deputy County Attorney at the trial management conference held on October 31, 2005, that, contrary to the statement that Respondent had just made to the Court that no plea offers had been made, plea offers had in fact been made. Respondent looked through the case files for Mr. Reynaga and discovered the plea agreements that she had never previously known existed and Respondent concluded that her secretary must have filed the plea offers in the secondary case file without notifying Respondent of same or calendaring their expiration dates.
- 45 By October 31, 2005, the deadline for acceptance of the plea offers had expired
- 46 Respondent failed to inform her client of the plea offers prior to October 31, 2005, as she did not know they had been made.
- 47 If this matter proceeded to hearing, Respondent would testify that the prosecutor refused to reinstate the plea offers unless Respondent stated to the Court on the record that she had been ineffective with regard to advancing and conveying the plea offers to Mr. Reynaga. For purposes of the consent agreement, the State Bar does not contest Respondent's assertion
- 48 On November 28, 2005, at a hearing in the *Reynaga* cases, Respondent moved the Court to order the State to reinstate the plea offers

49 The Court found that Respondent did not have actual knowledge of the plea offers and had no reason to know the plea offers were in her file and ordered the State to again tender the plea offers

50. The Court found that Respondent's failure to convey the plea offers to her client was an instance of excusable neglect, rather than ineffective assistance of counsel

ANALYSIS

51. At first blush, under the recitation of facts set forth in the Tender, it would appear that, because of the number of similar cases, Respondent was engaged in a pattern of conduct that was intentionally deceptive to the Court. This Hearing Officer was very concerned about this first impression but, after digging further into the details, is more understanding of the circumstances. Respondent's conduct must be considered in the light of the environment in which it occurred.

52 At the time of these cases, the Maricopa County Attorney's office had adopted a hard line expiration date on plea agreements which could only be extended if defendant's counsel admitted to the Court that he/she had been ineffective in not communicating the plea agreement to the client. Upon such an avowal, the judge under State v. Donald, supra footnote 1 on page 3, could order the County Attorney to extend the plea offer beyond the cutoff date (See Respondent's Motion for Summary Judgment pages 3-4 attached)²

53. Respondent missed the deadlines in several cases, and the facts of each case are different

² The Hearing Officer has cited to Respondent's Motion for Summary Judgment because it is the most succinct statement of her position on the facts, later verified in the hearing on the Tender, and this portion of the recitation of facts was not contested by the State Bar

54 The Hearing Officer has reviewed the pleadings filed by both parties in this matter to try and glean facts which support the Tender and Joint Memorandum.

Initially the State Bar took the position that Respondent's conduct was that she:

- continued to represent her clients after she developed a conflict of interest,
- asserted issues in legal proceedings that were not supported by a good faith basis in fact,
- knowingly made false statements of fact and/or failed to correct false statements of material fact made to tribunals,
- knowingly presented falsified evidence to the tribunal;
- knowingly engaged in conduct involving dishonesty, fraud, deceit and/or misrepresentation, (See Complaint pages 8-9)

as well as others. However, the ultimate Tender reflects an agreement that Respondent acted negligently.

55. As noted, upon the recitation of the facts set forth in the Tender, the initial impression could be that Respondent acted knowingly to misinform the Court. The State Bar recites in the Tender that based upon further explanation and in exchange for the consent agreement, "the State Bar does not contest Respondent's assertion that she acted negligently, rather than knowingly. The State Bar conditionally contends, for the purpose of this consent agreement that Respondent did not act knowingly in the underlying actions." (Tender at page 13)

So how did we get from what appears to be a knowing misinformation to the tribunal to negligent conduct?

COUNT ONE

State v. Garcia.

56 Respondent admits that she failed to discuss the plea offer with her client until after the plea deadline passed, and truthfully told the Court what she had done

State v. Bell

57. In this case, the Respondent represented a co-defendant in a criminal case where the plea offer required both defendants to accept the plea. Respondent did not believe the co-defendant would accept the plea but did discuss the plea with her client. Later a plea offer was made that was not contingent, and Respondent conveyed that plea to her client on the day that she testified in Court, March 21, 2005, after the expiration of the deadline. Respondent's failure here was that she did not actively push to get a non-contingent plea, and by failing to respond to inquiries from the Prosecutor, did not take the opportunity to do so. Respondent also failed to clarify a statement by the Prosecutor (Ms. Levinson) to the Court that Respondent had failed to convey the plea offer to Respondent's client until the date of the hearing, March 21, 2005.

Respondent contends that Judge Reyes cut her off before she could fully explain what had happened

State v. Suttan

58 This case involved a defendant that was, through Respondent, offered a plea agreement whose deadline for acceptance was March 12, 2005. Respondent did "convey" the plea agreement to the Defendant prior to its expiration date on March 12, 2005, and she admits this. However, Respondent contends that because the State had not adequately complied with disclosure of her client's criminal history, and

Respondent admits she did not push hard enough for complete disclosure, she could not properly “advance” the plea to her client (She contends that she could not properly evaluate the proffered plea nor advise her client without the criminal history disclosure) Respondent points to the record of the hearing before the trial judge wherein she stated to the judge that she did not “advance” the plea to her client (See Respondent’s Motion for Summary Judgment pages 9-10 attached) Her failure here was in not more actively pursuing/pushing the State to get her the information she needed to properly advise her client prior to the expiration of the plea date. She admits that she did not do what was necessary to properly advise her client by discussing the pros and cons of the plea offer prior to the expiration of the plea even though she had made her client aware of the plea

State v. Reynaga

59. Respondent was appointed to represent Defendant Reynaga on two criminal cases She received an initial letter from the Maricopa County Attorney that no offer would be made in the case Later a written offer was made, but Respondent claims that it was placed in the office file by staff unbeknownst to her. Later, at a Court hearing after telling the Court that no plea was made, discovered the written plea offer in her file after the State corrected her statement to the Court. The Court found excusable neglect
60. Respondent’s error was in not being aware of the fact that the plea offer was in her file, and she had neither “conveyed” or “advanced” the plea to her client

SUMMARY

- 61 Respondent explained her conduct to the Hearing Officer at the hearing as being overwhelmed by too many cases, turnover in staff, taking an extended vacation and just generally trying to do too much. She feels that she has addressed the problem by reducing her caseload and changing her procedures.
- 62 So, do we have an attorney that consistently lied or misrepresented the facts of her cases to the Court, or do we have an attorney getting entangled in the by-product of trying to do too much within a system that is made all the more difficult by a shortage of resources in almost all areas. While this Hearing Officer certainly does not condone the Respondent's actions in these cases, her conduct was negligent and does not rise to the level of intentional conduct which would warrant a more severe sanction.

CONDITIONAL ADMISSIONS

- 63 Respondent conditionally admits that her conduct violated Rule 42, Ariz R Sup Ct.
- _ER 1 1 Competent Representation
 - _ER 1 2(a) Scope of Representation
 - _ER 1 3 Diligence
 - _ER 1 4 Communication
 - _ER 3 2 Expediting Litigation
 - _ER 4 4(a) Respect for the Rights of Others
 - _ER 8 4(d) Misconduct. Prejudicial to the Administration of Justice

CONDITIONAL DISMISSALS

64 The State Bar conditionally dismissed allegations of violating the following Ethical Rules

_Rule 42, Ariz R Sup.Ct

_ER 1 7 Conflict of Interest

_ER 1 16(a) Declining or Terminating Representation

_ER 3 1 Meritorious Claims and Contentions

_ER 3 3 Candor Toward Tribunal

- _ER 3 4 Fairness to Opposing Party and Counsel

_ER 4.1 Truthfulness in Statements to Others

_ER 8.4(c) Misconduct (Dishonesty, Deceit, Misrepresentation)

CONCLUSIONS OF LAW

65. The Hearing Officer finds that there is clear and convincing evidence that Respondent violated Rule 42, Ariz R Sup Ct. Specifically ERs 1 1, 1 2(a), 1 3; 1 4; 3 2, 4 4(a), and 8 4

ABA STANDARDS

66. ABA *Standard* 3 0 provides that four criteria should be considered (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 factors.

67 The Hearing Officer finds that while the Respondent is an attorney that has had success in defending indigent clients and who takes her responsibilities to her clients and the profession seriously, she let too much work, insufficient policies and procedures in her office, turnover in her office personnel, and taking time off without

appropriate safeguards, all combined to cause her to violate ERs' 1.1, 1.2(a); 1.3, 1.4, 3.2, 4.4(a), and 8.4.

Standard 4.43 provides:

68. "Reprimand (censure in Arizona) 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."

A) DUTY VIOLATED

69. Respondent violated her duty to her clients by failing to adequately communicate and consult with them concerning plea offers before the offers expired. She failed to take appropriate actions in their cases to protect their rights.

70. Respondent violated her duties to the legal system and to the profession by failing to comply with the Rules of Professional Conduct. Respondent engaged in conduct that was prejudicial to the administration of justice by not representing her clients diligently. This resulted in the Court having to conduct more complex proceedings, negatively affecting judicial economy and resources.

B) ATTORNEY'S MENTAL STATE

71. The parties agreed that Respondent acted negligently in violating the Rules of Professional Conduct, and the Hearing Officer concurs.

C) ACTUAL OR POTENTIAL INJURY

72. The parties agreed, and the Hearing Officer finds, that there was potential harm, but not actual harm, to Respondent's clients due to her conduct. The parties agreed, and the Hearing Officer finds, that there was potential harm to the profession and legal system due to her conduct.

73 Respondent takes the position that her conduct caused no actual harm to her clients because they received negotiated plea agreements no more stringent than the original offers.

74 The State Bar takes the position that Respondent's conduct caused actual harm to the profession and legal system because Respondent's conduct prolonged the underlying criminal cases, caused additional hearings, and required the system to repeat a process unnecessarily.

75 The Hearing Officer agrees that there was potential harm to Respondent's clients and actual harm to the profession

D) AGGRAVATING AND MITIGATING CIRCUMSTANCES

Aggravating Circumstances:

76 The Hearing Officer finds the following aggravating factors under *Standard 9.22*:

- c) Pattern of Misconduct (Respondent's conduct was similar in four cases)
- d) Multiple Offenses (Respondent's conduct violated multiple ethical rules)
- i) Substantial Experience in the Practice of Law (Respondent has been in practice since 1995)

Mitigating Factors:

77 The Hearing Officer finds the following mitigating factors under *Standard*

9 32:

- a) Respondent has no prior disciplinary record
- e) Respondent acted to fully and freely disclose her conduct to a disciplinary board, and exhibited a cooperative attitude toward these proceedings

The Hearing Officer has also considered Respondent's letter, which was attached to the Joint Memorandum and is attached hereto, in support of mitigation on behalf of Respondent

b) Absence of a dishonest or selfish motive.

l) Remorse

No other factors were found.

PROPORTIONALITY REVIEW

The Hearing Officer agrees that the most serious misconduct in this case is Respondent's lack of diligence and competence in representing her clients

78. In *In re Bickart*, SB00-0090 (2000), Bickart received a censure and was ordered to pay costs for violations of ERs 1.2, 1.3, 1.4 and 8.4(d). Bickart's client pled guilty in exchange for a plea agreement. Bickart provided a factual basis for his client upon the Court's request, which his client affirmed. Afterwards, during a meeting with a probation officer, the client stated that he was innocent and he intended to take the case to trial and reject the plea agreement. Bickart filed a Motion to Withdraw Plea on behalf of his client and stated that his client's plea had not been voluntary because Bickart did not adequately consult with his client and Bickart "very strenuously" suggested that the client should execute and go forward with the plea agreement. Bickart determined that he overlooked his obligation to interview a confidential source to determine whether his client was in fact informing him accurately. Aggravating factors: vulnerability of victim and substantial experience. Mitigating factors: no prior discipline, no dishonest or selfish motive; timely good faith effort to make restitution or to rectify consequences of misconduct, full and free disclosure to

a disciplinary board or cooperative attitude toward proceedings, character or reputation and remorse.

79. In *In re Curtis*, 184 Ariz 256, 908 P 2d 472 (1995), Curtis received a censure, was ordered to attend LOMAP and ordered to pay restitution for violations of ERs 1.1 and 1.4. The Court found Curtis failed to acquire the specific legal knowledge and factual basis necessary to properly represent his client and knowingly failed to properly communicate in a civil matter. No actual or potential injury shown. Aggravating factor failure to acknowledge wrongful nature of conduct. Mitigating factor. no dishonest or selfish motive.

80. This case is similar to the cases cited above and warrants a censure Respondent failed to obtain necessary information and take appropriate steps required to properly and thoroughly represent her clients in four different matters. Additionally, as in the case discussed below, there was no evidence of serious harm nor a substantial adverse impact on the legal proceedings.

81. In *In re Gregory*, SB05-0161 (2005), Gregory received a censure by consent, with probation for two years to include LOMAP and MAP for violations of ERs 3.3(a)(1) and 8.4(d). Gregory was a deputy public defender who received a criminal case for handling on June 2, 2003, but was not formally assigned the case until August 12, 2003. Trial was set for October 20, 2003, and on October 15, 2003, Gregory filed a motion to continue. He verbally told the Court that he had just become aware of the case "a few weeks" earlier. Aggravating factor prior discipline. Mitigating factors no dishonest or selfish motive, full and free disclosure or cooperative attitude in the disciplinary proceedings, inexperience and remorse.

Thus, the sanctions that the parties agreed to are within the range supported by the case law.

RECOMMENDATION

82. 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)

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

84 Upon consideration of the facts, application of the *Standards*, including aggravating and mitigating factors, and a proportionality analysis, this Hearing Officer agrees with the recommended sanction as follows:

1. Respondent will receive a censure and be placed on probation for one year, potentially extended to two years, for violating Rule 42, Ariz R Sup Ct., specifically, ER 1.1, ER 1.2(a), ER 1.3, ER 1.4, ER 3.2, ER 4.4(a) and ER 8.4(d)
2. The terms and conditions of probation will include the following:
 - a The term of probation shall be for one year, to commence on the date of the final Judgment and Order entered in this matter The term of probation

may be extended for an additional year if Respondent fails to complete the conditions listed below

- b. Respondent shall contact the Director of the Law Office Member Assistance Program (“LOMAP”) within thirty (30) days of the final Judgment and Order and submit to an assessment. Respondent thereafter will enter into a contract based upon recommendations made by the LOMAP director or designee. Respondent shall comply with the recommended terms, including cooperating with a practice monitor selected by the LOMAP director. The LOMAP contract will be incorporated herein by this reference.
 - c. Respondent shall attend six hours of additional continuing legal education on the subject of criminal procedure. Respondent shall provide proof of completion, including a copy of her notes taken during the education program, to the LOMAP director
 - d. Respondent’s failure to comply with any of the foregoing terms and conditions could result in the filing of a Notice of Non-Compliance by the State Bar with the hearing officer. A hearing will then be held within thirty (30) days to determine whether Respondent has breached the agreement. A finding that Respondent breached the terms and conditions of probation may result in the imposition of sanctions and will extend the term of her probation from one year to two years
- 3 Respondent shall pay all costs and expenses of the disciplinary process for her conduct in this matter, including the assessment by LOMAP.

DATED this 9th day of October, 2007

Hon. H. Jeffrey Coker /ch
H Jeffrey Coker, Hearing Officer 6R

Original filed with the Disciplinary Clerk
this 9th day of October, 2007

Copy of the foregoing mailed
this 10th day of October, 2007, to

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By Adob