

BEFORE THE PRESIDING DISCIPLINARY JUDGE

IN THE MATTER OF A SUSPENDED
MEMBER OF THE STATE BAR OF
ARIZONA,

JUDD S. NEMIRO,
Bar No. 028491

Respondent.

PDJ 2017-9014

JUDGMENT OF DISBARMENT

[State Bar Nos. 16-0127, 16-0246,
16-0385, 16-0995, 16-1080, 15-2290,
16-2149, 17-2059, 17-0476, 17-1665,
17-1002, 17-1546, 17-2016, 17-2060,
17-2003, 17-1272, 17-1270, 17-1019,
17-1006, 17-1040, 17-1037, 17-1011,
17-1796, 17-1982, 17-1868, 17-1822]

FILED AUGUST 4, 2017

Pursuant to Rule 57, Ariz. R. Sup. Ct., the Presiding Disciplinary Judge having considered Mr. Nemiro's Consent to Disbarment (Consent) filed August 3, 2017, and the Consent being compliant with Rule 57(a)(5), Ariz. R. Sup. Ct., accordingly:

IT IS ORDERED accepting the Consent To Disbarment and pursuant to Rule 57(a)(5)(C), disbarring Respondent, **JUDD S. NEMIRO, BAR NO. 028491**, from the State Bar of Arizona effective immediately. His name is stricken from the roll of lawyers and he is no longer entitled to the rights and privileges of a lawyer, but will remain subject to the jurisdiction of the court.

IT IS FURTHER ORDERED Mr. Nemiro shall immediately comply with the requirements relating to notification of clients and others, and provide and/or file all notices and affidavits required by Rule 72, Ariz. R. Sup. Ct.

IT IS FURTHER ORDERED under Rule 57(a)(5)(C), no further disciplinary action shall be taken in reference to the matters that are the subject of the charges upon which the Consent To Disbarment and this Judgment of Disbarment are based.

IT IS FURTHER ORDERED Mr. Nemiro shall pay the costs and expenses of the State Bar of Arizona in the amount of \$1,759.12 within thirty (30) days from the date of this Order.

IT IS FURTHER ORDERED vacating the interim suspension filed in PDJ-2017-9079.

DATED this August 4, 2017.

William J. O'Neil
William J. O'Neil, Presiding Disciplinary Judge

Copies of the foregoing mailed/emailed
this 4th day of August, 2017, to:

Judd S. Nemiro
Law Offices of Judd S. Nemiro, PLLC
2617 N. 24th Street, Suite 6
Phoenix, Arizona 85008-1807
Email: judd@nemirolaw.com
Respondent

Bradley F. Perry
State Bar of Arizona
4201 N. 24th Street, Suite 100
Phoenix, Arizona 85016-6266
Telephone (602)340-7247
Email: LRO@staff.azbar.org

by: AMcQueen

Bradley F. Perry, Bar No. 025682
Staff Bar Counsel
State Bar of Arizona
4201 N. 24th Street, Suite 100
Phoenix, Arizona 85016-6266
Telephone (602)340-7247
Email: LRO@staff.azbar.org

OFFICE OF THE
PRESIDING DISCIPLINARY JUDGE
SUPREME COURT OF ARIZONA

AUG 3 2017

FILED
BY 

BEFORE THE PRESIDING DISCIPLINARY JUDGE

**IN THE MATTER OF A MEMBER
OF THE STATE BAR OF ARIZONA,**

**JUDD S. NEMIRO
Bar No. 028491**

Respondent.

PDJ 2017-9014

CONSENT TO DISBARMENT

State Bar No. 16-0127, 16-0246,
16-0385, 16-0995, 16-1080, 15-2290,
16-2149, 17-2059, 17-0476, 17-1665,
17-1002, 17-1546, 17-2016, 17-2060,
17-2003, 17-1272, 17-1270, 17-1019,
17-1006, 17-1040, 17-1037, 17-1011,
17-1796, 17-1982, 17-1868, 17-1822

I, Judd S. Nemiro, residing at 2617 North 24th Street, Suite 6, Phoenix, Arizona 85008-1807, voluntarily consent to disbarment as a member of the State Bar of Arizona and consent to the removal of my name from the roster of those permitted to practice before this court, and from the roster of the State Bar of Arizona.

I acknowledge that a formal Complaint containing seven counts (16-0127, 16-0246, 16-0385, 16-0995, 16-1080, 15-2290, and 16-2149) has been filed against me.

I further acknowledge that nineteen (19) additional Bar charges have been submitted against me. I have read the Complaint and charges, and the allegations made therein against me. I further acknowledge that I do not desire to contest or defend the Complaint or charges, but wish to consent to disbarment. I have been advised of and have had an opportunity to exercise my right to be represented in this matter by a lawyer. I consent to disbarment freely and voluntarily and not under coercion or intimidation. I am aware of the rules of the Supreme Court with respect to discipline, disability, resignation and reinstatement, and I understand that any future application by me for admission or reinstatement as a member of the State Bar of Arizona will be treated as an application by a member who has been disbarred for professional misconduct, as set forth in the Complaint and charges filed against me. The misconduct of which I am accused is described in the Complaint bearing the number referenced above, a copy of which is attached hereto as Exhibit "A."

Pursuant to agreement with the State Bar, this Consent To Disbarment will also serve to resolve the nineteen (19) Bar charges pending against me, identified as State Bar numbers 17-2059 (Abdel), 17-0476 (Ahmadi), 17-1665 (Baker), 17-1002 (Beckler), 17-1546 (Cress), 17-2016 (Estrada), 17-2060 (Judicial), 17-2003 (Judicial), 17-1272 (Judicial), 17-1270 (Judicial/Thompson), 17-1019 (Lints), 17-

1006 (Markiewicz), 17-1040 (Nelson/Lacy), 17-1037 (Souser), 17-1011 (Vance),
17-1796 (Wiggs), 17-1982 (Wilson), 17-1868 (Rappaport), and 17-1822 (Miller).

The State Bar's Statement of Costs and Expenses is attached hereto as Exhibit
"B", within thirty (30) days from the date of service of this Order.

A proposed form of Judgment of Disbarment is attached hereto as Exhibit
"C."

DONE AT _____, Arizona, on _____,
2017.

Judd S. Nemiro
Respondent

SUBSCRIBED AND SWORN TO before me this _____ day of _____,
2017, by Judd S. Nemiro, who satisfactorily proved his identity to me.

Notary Public
My Commission expires:

Approved as to Form:



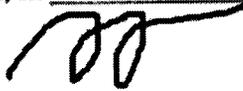
Bradley F. Perry
Staff Bar Counsel

1006 (Markiewicz), 17-1040 (Nelson/Lacy), 17-1037 (Souser), 17-1011 (Vance),
17-1796 (Wiggs), 17-1982 (Wilson), 17-1868 (Rappaport), and 17-1822 (Miller).

The State Bar's Statement of Costs and Expenses is attached hereto as Exhibit
"B", within thirty (30) days from the date of service of this Order.

A proposed form of Judgment of Disbarment is attached hereto as Exhibit
"C."

DONE AT Phoenix, Arizona, on August 2
2017.



Judd S. Nemiro
Respondent

SUBSCRIBED AND SWORN TO before me this 2nd day of August,

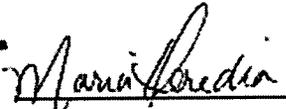
2017, by Judd S. Nemiro, who satisfactorily proved his identity to me.

Seal/My Commission

Expires:



MARIA HEREDIA
Notary Public - Arizona
Maricopa County
Expires 01/31/2018


Deputy Clerk or Notary Public

Approved as to Form:


Bradley F. Perry
Staff Bar Counsel

Original filed with the Disciplinary Clerk of
the Office of the Presiding Disciplinary Judge
of the Supreme Court of Arizona
this 3RD day of July, 2017.

Copy of the foregoing emailed
this 3RD day of July, 2017, to:

The Honorable William J. O'Neil
Presiding Disciplinary Judge
Supreme Court of Arizona
1501 West Washington Street, Suite 102
Phoenix, Arizona 85007
E-mail: officepdj@courts.az.gov

Copy of the foregoing mailed/emailed
this 3RD day of July, 2017, to:

Judd S. Nemiro
Law Offices of Judd S Nemiro PLLC
2617 N 24th St Ste 6
Phoenix, AZ 85008-1807
Email: judd@nemirolaw.com
Respondent

Copy of the foregoing hand-delivered
this 3RD day of July, 2017, to:

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

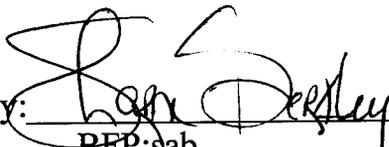
by: 
BFP:sab

EXHIBIT A

Bradley F. Perry, Bar No. 025682
Staff Bar Counsel
State Bar of Arizona
4201 N. 24th Street, Suite 100
Phoenix, Arizona 85016-6266
Telephone (602)340-7247
Email: LRO@staff.azbar.org

OFFICE OF THE
PRESIDING DISCIPLINARY JUDGE
SUPREME COURT OF ARIZONA

MAY 4 2017

FILED

BY _____

BEFORE THE PRESIDING DISCIPLINARY JUDGE

**IN THE MATTER OF A MEMBER
OF THE STATE BAR OF ARIZONA,**

**JUDD S. NEMIRO,
Bar No. 028491,**

Respondent.

PDJ 2017-9014

AMENDED COMPLAINT

[State Bar No. 16-0127, 16-0246,
16-0385, 16-0995, 16-1080, 15-2290,
16-2149]

Complaint is made against Respondent as follows:

GENERAL ALLEGATIONS

1. At all times relevant, Respondent was a lawyer licensed to practice law in the state of Arizona having been first admitted to practice in Arizona on April 6, 2011.
2. By final Judgment and Order dated December 22, 2015, the presiding disciplinary judge accepted an Agreement for Discipline by Consent by which

Respondent was suspended for 30 days beginning January 21, 2016. Respondent was reinstated to the practice of law on February 25, 2016.

3. Respondent intentionally failed to comply with Rule 72, Ariz. R. Sup. Ct., requirement that he provide notice to his clients of his suspension. Respondent intentionally omitted notice or actively misrepresented the reason he was unable to remain attorney of record for multiple clients during the period of his suspension.

4. Respondent intentionally mislead the Bar regarding his Rule 72 compliance by only mailing notice letters to clients whose matters were resolved prior to the mailing or to clients in whose cases Respondent filed a motion to withdraw prior to the mailing. Respondent then provided the Bar with Rule 72(f) compliance records reflecting only those mailings and claimed the list was a complete record of all clients required to be notified under the Rule.

5. Respondent actively misled the Bar when directly questioned about his Rule 72 compliance, stating that he complied with all applicable notice requirements when he knew that statement to be false.

COUNT ONE (File No. 16-0127 / Cox)

6. On August 14, 2015, Abbey Cox met with Travis Owen, an associate in Respondent's firm, for a free 30-minute consultation. At the close of the meeting, Ms. Cox informed Owen she wanted to hire him to represent her in her divorce. Ms. Cox was then scheduled to return for a 'hiring meeting' on August 18, 2015.

7. On August 18, 2015, Respondent conducted the hiring meeting. Respondent offered Ms. Cox two payment options: low deposit with credit card and high deposit without credit card. The low deposit option requires a client pay an initial \$1,500.00 deposit and provide a credit card that will be run when the billed amount exceeds the amount in trust. Ms. Cox chose the low deposit/credit card option and informed Respondent her mother was going to pay the initial \$1,500.00.

8. The fee agreement states that any accounts receivable (AR) balance (bills generated in excess of the \$1,500.00 advance fee) will be charged "without notice, or authorization, or approval" if the firm does not receive "alternative payment or your authorization to charge the credit card to fully replenish the trust account after five (5) business days." When an AR balance is accrued, the firm contacts the client, provides a 5-business day grace period to pay the balance and, if not paid, automatically runs the client's credit card for the AR balance plus \$1,500.00 to replenish the advance fee.

9. Respondent agreed to bill Ms. Cox \$150/hr. for attorney work, \$135.00 for senior paralegal work, \$110/hr. for general paralegal work, \$90/hr. for law clerks, and \$65/hr. for administrative work.

10. Paragraph 5 of the fee agreement discusses "other fees and charges [clients] must pay," including a charge for \$2.00 per minute of online research, which appears to be in addition to the hourly rate charged by the person doing the

research. The fee agreement does not make clear what constitutes "online research." Also included in paragraph 5 is a notice regarding expert fees, which states, "By this Agreement you are appointing us as your agent to make the expenditures and, at our discretion, retain such experts for such amount as we determine to be in your best interest in our representation of you. We may advance these costs or, we may, at our discretion, require you to deposit sufficient sums with us before the fee is paid or the expert is retained."

11. Paragraph 9 of the fee agreement discusses the firm's "right to stop work" which contains a provision stating the firm will have a right to withdraw if the client "disregards this fee agreement as to the payment of Counsel's fees and costs." The paragraph then contains a capitalized, bolded, and underlined sentence stating, "Counsel may use the below signature as consent for withdrawal for non-payment of fees if client refuses to sign such a consent form or does not timely respond after firm has requested client's signature on such a consent form."

12. Respondent charged Ms. Cox for two hours of attorney work totaling \$300.00 for the hiring meeting. The billing record entry indicates: "Attend and conduct hiring meeting with client including answering of client questions, assigning tasks for client to complete, populating system with relevant data on parties, presenting intake forms to client, and delivering to client folder of important materials."

13. The majority of the time billed was for a verbatim reading of the fee agreement and authorizations with the client, followed by obtaining signatures. The hiring meetings takes a minimum of two (2) hours each because of the exhaustive review of the fee agreement.

14. Also charged on August 18, 2015, are fourteen 0.10-hour entries by attorney Travis Owen, each for "Receipt, Review, and Organize in File System: [Insert Document Name]" totaling 1.4 hours of attorney work for \$210.00. Travis Owen charged attorney time for clerical work and engaged in the unreasonable billing practice by which tasks are broken into discrete parts and billed separately resulting in higher fees than if the task was billed as a whole.

15. By the end of the day on August 18, 2015, Respondent's firm had used over 1/3 of Ms. Cox's initial retainer to review the fee agreement, enter data into the firm's computer system, and organize 14 documents.

16. On August 19, 2015, Travis Owen billed Ms. Cox .3 hours (\$45) to "draft and create notice of appearance" and another .3 hours (\$45) to "finalize pleadings for court filings, access online electronic filing system, enter in case information and electronically file pleadings, save e-filing certificate in matter, and send filed documents to client regarding notice of appearance." Owen billed \$90 of attorney time to draft and e-file a notice of appearance. The notice of appearance is one sentence, reading, "Travis J. Owen hereby enters his appearance on behalf of

Respondent ABBEY RENEE COX. All pleadings and mailings should be sent to Travis J. Owen, The Law Offices of Judd S. Nemiro, PLLC, 2617 N. 24th St., Suite 6, Phoenix, AZ 85008.”

17. In addition to the unreasonable billing practices detailed in paragraphs 12-16, Respondent’s legal and non-legal employees engaged in duplicative billing and the unreasonable billing practice by which tasks are broken into discrete parts and billed separately resulting in higher fees than if the task was billed as a whole. These billing practices were established and encouraged by Respondent.

18. On September 1, 2015, Ms. Cox faxed Respondent a blank “Automated Clearing House Recurring Payment Authorization Form,” with a typed note at the bottom stating, ****PLEASE CALL ME FOR PAYMENTS AS I MAY NEED TO USE DIFFERENT ACCOUNTS****.

19. By September 24, 2015, Respondent’s firm had billed Ms. Cox \$1,942.20 (\$1,672.00 in hourly fees and \$270.20 for the filing fee and postage). The \$1,500.00 advance fee was expended and Ms. Cox was invoiced for the remaining \$442.00.

20. The firm was unable to run Ms. Cox’s credit card as she had yet to complete and return the credit card authorization form. The billing statement indicates six phone calls to or from Ms. Cox regarding the authorization form, billed

at three .1hr. @ \$11.00 (\$33.00), two .1hr. @ \$6.50 (\$13.00) and one .1hr. @ no charge.

21. Respondent sent Ms. Cox invoice #1200 (billing from August 18, 2015 to September 24, 2015) via email on October 29, 2015. On the same day, Ms. Cox emailed Respondent requesting a "payment arrangement" so she didn't "have such a big cost to pay upfront." Respondent did not respond to the email.

22. On November 3, 2015, Ms. Cox sent Maria Heredia an email stating, "I just faxed over the credit card auto form. I actually emailed Judd last week to see if there was some kind of payment arrangement we could work out but I haven't heard back. I'm sure the firm gets clients like me all the time, but I am a single mom working on a limited income level. I have no issue paying for the services provided but there is no way I can pay the full amount up front. I am aware that I owe a little over \$400 now, when you receive my credit card information, please run it for \$100.00. Let me know if that amount is ok for you." The card information provided was a debit card linked to Ms. Cox's bank account.

23. On November 12, 2015, Maria Heredia ran Ms. Cox's credit card for the \$442.20 AR balance. Heredia then attempted to run the card for \$1,500.00 to replenish the trust account, but the card was declined. Heredia eventually ran the card for \$500.00, which cleared. These transactions left Ms. Cox with \$0.50 in her bank account until she was paid two weeks later.

24. Despite Ms. Cox's September 1, 2015, request to be contacted before her credit card was run, no one from Respondent's firm contacted her before withdrawing money from her account on November 12, 2015.

25. Ms. Cox emailed Respondent on November 13, 2015, to fire him and request a refund of the \$500.00 run on November 12, 2015.

26. Respondent's conduct in this count violated Rule 42, Ariz. R. Sup. Ct., ERs 1.5, 5.1, and 5.3.

COUNT TWO (File No. 16-0246/Hernandez)

27. Julio Hernandez hired Respondent in October 2015 to represent him in divorce proceedings. Respondent agreed to bill Mr. Hernandez \$250/hr. for attorney work, \$150.00 for paralegal work, \$110/hr. for law clerks, and \$65/hr. for administrative work.

28. The fee agreement required Mr. Hernandez to provide a \$2,500.00 initial payment and his credit card information. The fee agreement states that any accounts receivable balance (bills generated in excess of the advance fee) will be charged "without notice, or authorization, or approval" if the firm does not receive "alternative payment or your authorization to charge the credit card to fully replenish the trust account after five (5) business days." When an AR balance is accrued the firm contacts the client, provides a 5-business day grace period to pay the balance and, if not paid, automatically runs the client's credit card for the AR

balance and to replenish the advance fee. In bold and underlined, the agreement states, "...by signing this agreement you are expressly authorizing the firm to charge any credit card on file for the full amount owed to the firm. Any credit card provided to the firm can and will be charged if you decide not to pay monies owed to the firm."

29. Paragraph 5 of the fee agreement discusses "other fees and charges [clients] must pay," including a charge for \$2.00 per minute of online research, which appears to be in addition to the hourly rate charged by the person doing the research. The fee agreement does not make clear what constitutes "online research." Also included in paragraph 5 is a notice regarding expert fees, which states, "By this Agreement you are appointing us as your agent to make the expenditures and, at our discretion, retain such experts for such amount as we determine to be in your best interest in our representation of you. We may advance these costs or, we may, at our discretion, require you to deposit sufficient sums with us before the fee is paid or the expert is retained."

30. Paragraph 9 of the fee agreement discusses the firm's "right to stop work" which contains a provision stating the firm will have a right to withdraw if the client "disregards this fee agreement as to the payment of Counsel's fees and costs." The paragraph then contains a capitalized, bolded, and underlined sentence stating, "Counsel may use the below signature as consent for withdrawal for non-

payment of fees if client refuses to sign such a consent form or does not timely respond after firm has requested client's signature on such a consent form."

31. Respondent's associate, Travis Owen, charged Mr. Hernandez \$450.00 for the intake meeting, billed as "Conduct Hiring Meeting with Client, Go Over Issues of Contention in Case, Lay Out Strategy, and Input Client Information into PC Law."

32. The majority of the time billed was for a verbatim reading of the fee agreement and authorizations with the client, followed by obtaining signatures. The hiring meetings takes a minimum of two (2) hours each because of the exhaustive review of the fee agreement.

33. On December 9, 2015, Respondent filed Mr. Hernandez's Affidavit of Financial Information. The Affidavit of Financial Information claims Mr. Hernandez paid \$5,500.00 in legal fees when he had actually paid \$10,000.00 in fees by the date the affidavit was filed. Mr. Hernandez was counseled by one of Respondent's employees to list the lesser amount on his affidavit. Mr. Hernandez made Respondent and his employees aware of the discrepancy but no actions were taken to correct the affidavit.

34. The Initial Temporary Orders hearing was conducted on December 10, 2015. Mr. Hernandez arrived 30 minutes early at Respondent's request but

Respondent did not arrive until the hearing was set to begin. Respondent did not discuss the hearing with Mr. Hernandez prior to its commencement.

35. The hearing started at 2:42 p.m. and ended at 3:11 p.m. The Court took testimony but ultimately continued the hearing to a telephonic setting on December 11, 2015, at 11:00 a.m. The hearing lasted less than 30 minutes but Respondent charged 1.2 hours for "Attend and Represent Client at Evidentiary Hearing." This charge did not include travel time as Respondent charged 1 hour @ \$250.00 for "Travel to and From...Central Court Building."

36. Respondent requested Mr. Hernandez arrive at his office 1 hour before the December 11, 2015, telephonic hearing to discuss the case. Mr. Hernandez arrived at the agreed-upon time but Respondent was not at the office. An associate, Travis Owen, attempted to complete the telephonic hearing because Respondent was not present and no one knew his whereabouts. The phone used to conduct the hearing was old and had very low quality sound and made it very difficult to understand what was occurring during the hearing. Owen could not complete the hearing due to his lack of familiarity with the matter and ultimately requested a continuance.

37. In his response to the Bar's screening letter, Respondent claimed he informed the Court he had a potential conflict with the December 11, 2015, setting but agreed to the setting because Mr. Hernandez was eager to have visitation issues resolved. Respondent claimed he contacted his office when he realized the conflict

was running long and informed them he would not be able to attend. Respondent states, "Mr. Owen attempted to cover..." and that Owen denies the Court was unsatisfied with the representation. Respondent claims the phone used was modern with a speaker that worked properly.

38. The recording of the hearing shows opposing counsel cross-examining Mr. Hernandez when he is interrupted by Travis Owen who states: "Can I stop you there for a second? Pardon my interruption. We're having a lot of telephonic issues here Your Honor. It's cutting in and out. I'm having a hard time hearing it. Mr. Nemiro - we're having trouble contacting him. I'm not sure what's going on. Is there any way we can continue this Your Honor? I - I don't believe that I myself am adequately prepared [unintelligible] representation for this hearing. I'm not sure what's going on - if Mr. Nemiro is having car trouble or there is some sort of emergency going on. I apologize but is there any way you might be able to continue this your honor because, frankly, I don't feel that I can adequately represent Mr. Hernandez at this point in time at this juncture at this hearing."

39. The recording shows Respondent intentionally misrepresented the circumstances of the telephonic hearing in his response to the Bar's inquiry.

40. Respondent provided emails showing he messaged the Court at 11:41 a.m. apologizing for missing the hearing and received an email in return telling him

the hearing had been continued at Mr. Owen's request. The hearing was continued to December 28, 2015.

41. Respondent charged Mr. Hernandez \$25.00 (.1 hours attorney work) for the email sent to the Court indicating Respondent was going to miss the hearing, \$25.00 (.1 hours attorney work) to call the Court to "follow up on dates for continuance of temporary orders hearing," and \$15 (.1 hours paralegal work) to review the email from the Court sent in response to Respondent's email apologizing for missing the hearing. In sum, Respondent charged Mr. Hernandez \$75.00 to reset a hearing that could not be conducted due to Respondent's actions.

42. In addition to the improper billing practices specifically noted in this count, Respondent billed more time than it took to complete tasks and engaged in a billing practice by which the scanning and organization of numerous individual documents are charged at .1 hours each instead of at the time it actually took to scan and organize the documents as a whole.

43. Bar Counsel requested Respondent provide an explanation regarding specific billing discrepancies no later than August 21, 2016. Respondent failed to timely provide the requested information.

44. Respondent filed a notice of substitution of counsel within the firm on December 11, 2015, substituting Noah Peterson as attorney of record. Respondent's firm did not charge Mr. Hernandez for drafting the motion but charged .1 hours of

paralegal work at \$6.50 for "Read and Receipt of Email from...Court Regarding Received Notice" and .1 hours of paralegal work at \$6.50 for "Read and Receipt of Email from...Court Regarding Accepted Notice."

45. The notice of substitution was filed without Mr. Hernandez's consent. When Mr. Hernandez asked Respondent why the motion was filed, Respondent informed Mr. Hernandez that he was going on vacation when he was actually being suspended for 30 days. Respondent's statement to Mr. Hernandez was an intentional misrepresentation to hide the fact that Respondent was being suspended for unethical behavior.

46. The State Bar hereby incorporates the general allegations as described in paragraphs 2-5 of this Complaint.

47. Bar Counsel asked Respondent to provide a list of all clients transferred to his associates Noah Peterson or Travis Owen in December 2015 and January 2016 no later than August 22, 2016. Respondent failed to timely provide the requested information. Respondent did not provide the information until after the State Bar's report of investigation was complete and sent to Respondent.

48. Respondent requested Mr. Hernandez appear in court an hour early to prepare for the next hearing on December 28, 2015. Mr. Hernandez appeared at the requested time but Respondent did not appear until 10 minutes after the hearing was scheduled to start.

49. Respondent's conduct in this count violated Rule 42 Ariz. R. Sup. Ct. ERs 1.5, 3.3, 5.1, 5.3, 8.1(a) & (b), 8.4(c), 8.4(d), Rule 54(d) Ariz. R. Sup. Ct. and Rules 72(a) & (f) Ariz. R. Sup. Ct.

COUNT THREE (File No. 16-0385 / Uhrich)

50. In October 2015, Kym Uhrich hired Respondent to handle her divorce. Respondent agreed to bill Ms. Ulrich \$200/hr. for partner attorney work, \$175/hr. for associate work, \$135.00/hr. for paralegal work, \$80/hr. for law clerks, and \$65/hr. for administrative work.

51. Respondent charged Ms. Uhrich 3 hours of attorney time for a total of \$600.00 for the hiring meeting. The majority of the time billed was for a verbatim reading of the fee agreement and authorizations with the client, followed by obtaining signatures. The hiring meetings takes a minimum of two (2) hours each because of the exhaustive review of the fee agreement.

52. Paragraph 5 of the fee agreement discusses "other fees and charges [clients] must pay." Among the items listed is a charge of \$2.00 per minute of online research, which appears to be in addition to the hourly rate charged by the person doing the research. The fee agreement does not make clear what constitutes "online research." Also included in paragraph 5 is a notice regarding expert fees, which states, "By this Agreement you are appointing us as your agent to make the expenditures and, at our discretion, retain such experts for such amount as we

determine to be in your best interest in our representation of you. We may advance these costs or, we may, at our discretion, require you to deposit sufficient sums with us before the fee is paid or the expert is retained.”

53. Paragraph 9 of the fee agreement discusses the firm’s “right to stop work” which contains a provision stating the firm will have a right to withdraw if the client “disregards this fee agreement as to the payment of Counsel’s fees and costs.” The paragraph then contains a capitalized, bolded, and underlined sentence stating: “Client specifically agrees that client will sign a consent to the firm withdrawing from the case, on a motion to withdraw already prepared, at the same time of signing this fee agreement. Client authorizes the firm to use this consent to withdraw if the client fails to pay balances owed to the firm in a timely fashion...Client agrees that the firm can and will use client’s consent to withdraw to file a motion to withdraw with client consent to be removed as attorney of record in client’s case.”

54. During the course of representation Respondent engaged in duplicative billing, charging attorney time for non-legal work, and a billing practice by which portions of tasks are billed at .1 or .2 hours each instead of at the time it actually took to complete the task as a whole.

55. Respondent’s conduct in this matter violated Rule 42 Ariz. R. Sup. Ct. ERs 1.5 and 5.3.

COUNT FOUR (File No. 16-0995 / Feind-Wakefield)

56. Desiray Feind-Wakefield hired Respondent on May 11, 2015, to represent her in divorce proceedings. Respondent agreed to bill her \$250/hr. for attorney work, \$150.00 for paralegal work, \$110/hr. for law clerks, and \$65/hr. for administrative work.

57. The fee agreement required Ms. Fiend-Wakefield to provide a \$2,500.00 initial payment and his credit card information. The fee agreement states that any accounts receivable balance (bills generated in excess of the advance fee) will be charged “without notice, or authorization, or approval” if the firm does not receive “alternative payment or your authorization to charge the credit card to fully replenish the trust account after five (5) business days.” When an AR balance is accrued the firm contacts the client, provides a 5-business day grace period to pay the balance and, if not paid, automatically runs the client’s credit card for the AR balance and to replenish the advance fee. In bold and underlined, the agreement states, “...by signing this agreement you are expressly authorizing the firm to charge any credit card on file for the full amount owed to the firm. Any credit card provided to the firm can and will be charged if you decide not to pay monies owed to the firm.”

58. Paragraph 5 of the fee agreement discusses “other fees and charges [clients] must pay.” Among the items listed is a charge of \$2.00 per minute of online

research, which appears to be in addition to the hourly rate charged by the person doing the research. The fee agreement does not make clear what constitutes "online research." Also included in paragraph 5 is a notice regarding expert fees, which states, "By this Agreement you are appointing us as your agent to make the expenditures and, at our discretion, retain such experts for such amount as we determine to be in your best interest in our representation of you. We may advance these costs or, we may, at our discretion, require you to deposit sufficient sums with us before the fee is paid or the expert is retained."

59. Paragraph 9 of the fee agreement discusses the firm's "right to stop work" which contains a provision stating the firm will have a right to withdraw if the client "disregards this fee agreement as to the payment of Counsel's fees and costs." The paragraph then contains a capitalized, bolded, and underlined sentence stating, "Counsel may use the below signature as consent for withdrawal for non-payment of fees if client refuses to sign such a consent form or does not timely respond after firm has requested client's signature on such a consent form."

60. Respondent billed Ms. Feind-Wakefield 2.1 hours of attorney time at \$525.00 to conduct the hiring meeting, noted as "Attend and Conduct Hiring Meeting With Client Including Answering of Client Questions, Assigning Tasks for Client to Complete, Populating System with Relevant Data on Parties, Presenting Intake Forms to Client and Receiving Payment From Client, And Delivering to

Client Folder of Important Materials.” The majority of the time billed was for a verbatim reading of the fee agreement and authorizations with the client, followed by obtaining signatures. The hiring meetings takes a minimum of two (2) hours each because of the exhaustive review of the fee agreement.

61. During the course of the representation Respondent and/or his staff engaged in duplicative billing and an unreasonable billing practice by which portions of tasks are billed at .1 or .2 hours each instead of at the time it actually took to complete the task as a whole.

62. On December 8, 2015, Ms. Feind-Wakefield authorized Respondent to file a notice of substitution of counsel naming Respondent’s associate Travis Owen and counsel of record. Respondent informed Ms. Feind-Wakefield that he could not remain attorney of record because he was taking personal time off work when he was actually being suspended.

63. The State Bar hereby incorporates the general allegations as described in paragraphs 2-5 of this Complaint.

64. Bar Counsel asked Respondent to provide a list of all clients transferred to his associates Noah Peterson or Travis Owen in December 2015 and January 2016 no later than August 22, 2016. Respondent failed to timely provide the requested information. Respondent did not provide the information until after the State Bar’s report of investigation was complete and sent to Respondent.

65. Respondent's actions in this count violate Rule 42 Ariz. R. Sup. Ct. ERs 1.5, 8.1(a) and (b), 8.4(c), 8.4(d), Rule 54(c) Ariz. R. Sup. Ct. and Rule 72(a) and (f) Ariz. R. Sup. Ct.

COUNT FIVE (File No. 16-1080 / Henderson)

66. Munriah Henderson hired Respondent to represent her in divorce proceedings. The fee agreement required Ms. Henderson to provide a \$2,000.00 initial payment and his credit card information. The fee agreement states that any accounts receivable balance (bills generated in excess of the advance fee) will be charged "without notice, or authorization, or approval" if the firm does not receive "alternative payment or your authorization to charge the credit card to fully replenish the trust account after five (5) business days." When an AR balance is accrued the firm contacts the client, provides a 5-business day grace period to pay the balance and, if not paid, automatically runs the client's credit card for the AR balance and to replenish the advance fee. In bold and underlined, the agreement states, "...by signing this agreement you are expressly authorizing the firm to charge any credit card on file for the full amount owed to the firm. Any credit card provided to the firm can and will be charged if you decide not to pay monies owed to the firm.

67. Respondent agreed to bill Ms. Henderson \$200/hr. for attorney work, \$135.00 for paralegal work, \$90/hr. for law clerks, and \$65/hr. for administrative work.

68. Paragraph 5 of the fee agreement discusses "other fees and charges [clients] must pay." Among the items listed is a charge of \$2.00 per minute of online research, which appears to be in addition to the hourly rate charged by the person doing the research. The fee agreement does not make clear what constitutes "online research." Also included in paragraph 5 is a notice regarding expert fees, which states, "By this Agreement you are appointing us as your agent to make the expenditures and, at our discretion, retain such experts for such amount as we determine to be in your best interest in our representation of you. We may advance these costs or, we may, at our discretion, require you to deposit sufficient sums with us before the fee is paid or the expert is retained."

69. Paragraph 9 of the fee agreement discusses the firm's "right to stop work" which contains a provision stating the firm will have a right to withdraw if the client "disregards this fee agreement as to the payment of Counsel's fees and costs." The paragraph then contains a capitalized, bolded, and underlined sentence stating, "Counsel may use the below signature as consent for withdrawal for non-payment of fees if client refuses to sign such a consent form or does not timely respond after firm has requested client's signature on such a consent form."

70. Respondent charged Ms. Henderson \$500.00 (2.5 hours of work @ \$200.00) for the intake meeting, billed as "Attend and Conduct Hiring Meeting with Client Including Answering of Client Questions, Assigning Tasks for Client to

Complete, Populating System with Relevant Data on Parties, Presenting Intake Forms to Client and Receiving Payment from Client, and Delivering to Client Folder of Important Materials.” The majority of the time billed was for a verbatim reading of the fee agreement and authorizations with the client, followed by obtaining signatures. The hiring meetings takes a minimum of two (2) hours each because of the exhaustive review of the fee agreement.

71. During the representation, Respondent and/or his employees engaged in a billing practice by which portions of tasks are billed at .1 hours each instead of at the time it actually took to complete the task as a whole. For example, on December 14, 2015, Ms. Henderson was charged .1 hours of attorney work per document to receive, “review, and organize in file system” 10 character letters, totaling \$200.00 in charges. On November 30, 2015, Ms. Henderson was charged for numerous discrete tasks involving filing a parenting certificate, some of which appear to be duplicative.

72. During the course of the representation, Respondent and/or his staff also engaged in duplicative billing and charging attorney time for non-legal work.

73. On December 10, 2015, Respondent filed motion for substitution of counsel within his firm naming Travis Owen as new counsel. Respondent did not inform Ms. Henderson of the motion.

74. On December 16, 2015, Respondent appeared on behalf of Ms. Henderson at a temporary orders evidentiary hearing. Respondent did not bring copies of the hearing exhibits provided to him by Ms. Henderson and was only able to present the single document Ms. Henderson brought with her to the hearing.

75. After the December 16, 2015, hearing, Ms. Henderson learned that Respondent was going to be suspended. Ms. Henderson questioned Respondent about the suspension and was informed by Respondent that he sent Ms. Henderson a letter explaining the suspension that "was in the mail."

76. Ms. Henderson never received the letter Respondent claimed to have sent and Ms. Henderson's name does not appear on the Rule 72(f) list of mailings provided by Respondent to the Bar.

77. The State Bar hereby incorporates the general allegations as described in paragraphs 2-5 of this Complaint.

78. Bar Counsel asked Respondent to provide a list of all clients transferred to his associates Noah Peterson or Travis Owen in December 2015 and January 2016 no later than August 22, 2016. Respondent failed to timely provide the requested information. Respondent did not provide the information until after the State Bar's report of investigation was complete and sent to Respondent.

79. Respondent's conduct in this count violated Rule 42 Ariz. R. Sup. Ct. ERs 1.5, 3.3, 5.3, 8.1(a) & (b), 8.4(c), 8.4(d), Rule 54(d) Ariz. R. Sup. Ct., and Rules 72(a) & (f) Ariz. R. Sup. Ct.

COUNT SIX (File No. 15-2290 / Bushey)

AVVO QUESTIONS

80. Avvo.com is an online legal services marketplace which provides lawyer referrals and access to a database of legal information consisting of lawyer-answered questions, client reviews, disciplinary actions, peer endorsements, and lawyer-submitted legal guides.

81. Using their online profile, a lawyer can answer questions submitted by consumers. The number of questions answered by a lawyer directly increases their AVVO rating.

82. In an effort to artificially boost his AVVO rating, Respondent hired two high school students to write answers to consumer questions on AVVO using Respondent's account. Respondent also required his non-lawyer staff to answer questions on AVVO using Respondent's account.

REPRESENTATION OF CLIENT MADOSKI

83. Client Madoski hired Respondent on or about August 7, 2015, to represent her in divorce proceedings.

84. Respondent purposefully engaged in unreasonable billing practices during the representation of Ms. Madoski including, but not limited to, a billing practice by which Respondent and his staff break a task into components and charge individually for each component, which results in more time billed than if the task was charged as a whole.

GENERAL BILLING ISSUES

85. Respondent's general practice was to purposefully engage in unreasonable billing practices and required his staff and associate attorneys to engage in the same unethical practices.

86. Respondent and his staff purposefully over-billed clients by billing for more time than was required to complete tasks.

87. Respondent and his staff purposefully over-billed clients by billing for attorney and/or paralegal time for clerical tasks.

88. Respondent and his staff purposefully over-billed clients by billing excessive secretarial time for clerical tasks.

89. Respondent purposefully created billing practices that resulted in staff billing for more hours than they worked in one day. For example, on April 30, 2015, paralegal Maria Heredia billed for 12.3 hours when she was only in the office for 8 hours.

TRUST ACCOUNT

90. The State Bar reviewed Respondent's trust account records for the period of 12/09/2011 through 09/30/2015 ("period of review").

91. Respondent failed to maintain an accurate and complete accounting of the funds entrusted to his care. Respondent kept none of the mandatory IOLTA records in compliance with the trust account rules.

92. Respondent failed to provide numerous requested documents to the State Bar.

93. Respondent altered mandatory records in order to manipulate the unexpended balance reflected on the ledgers. As a result, the activity recorded on the general ledger is inconsistent with the activity recorded on the client ledgers.

94. Respondent knowingly misappropriated funds belonging to numerous clients during the period of review.

95. Respondent knowingly converted client funds on numerous occasions during the period of review.

96. Respondent made employee payroll disbursements directly from the IOLTA.

97. Respondent made deposits into the IOLTA from his personal or operating account in order to reconcile the month end balance reflected on the monthly reconciliations. The deposits were transacted by various means including

transfers from Respondent's personal/operating accounts, deposits from Respondent's credit card processing service, cash deposits, and checks drafted from Respondent's operating account. Respondent recorded deposits or disbursements as originating from either a client or third-party, when in actuality the transactions originated from Respondent's personal/operating accounts.

98. In response to a screening investigation in State Bar file number 16-0594/Perez-Ruiz, which was ultimately dismissed, Respondent provided an accounting of client funds that was contrary to the accounting provided during the IOLTA examination in this count, showing Respondent purposefully misrepresented information to the State Bar during the investigation in file number 16-0594.

99. The 16-0594/Perez-Ruiz billing records also show Respondent billed client Perez-Ruiz twice for numerous attorney and staff tasks.

100. Respondent's conduct in this count violated Rule 42, Ariz. R. Sup. Ct., ERs 1.5, 1.15, 5.3, 8.4, and Rule 43, Ariz. R. Sup. Ct.

COUNT SEVEN (File No. 16-2149 / CABRERA)

101. Respondent was suspended from the practice of law for 30 days beginning January 21, 2016. On the same day, Anthony Cabrera hired Travis Owen at Respondent's firm to represent him in a family law matter. Mr. Cabrera was informed by staff that Respondent's caseload was too large so his matter needed to be assigned to Travis Owen.

102. Mr. Cabrera was not informed that Respondent was suspended.

103. Respondent's firm engaged in unreasonable billing practices throughout the course of the representation including, but not limited to, billing attorney and/or paralegal time for clerical work and engaging in a billing practice by which Respondent and his staff break a task into components and charge individually for each component, which results in more time billed than if the task was charged as a whole.

104. Mr. Cabrera contacted Respondent and informed Respondent that he believed the firm over-charged. Respondent stated, "Mr. Travis Owen handled your case and was your attorney. You and I have never met nor spoke. Your case was completely Mr. Owen's responsibility...Mr. Owen was also completely in charge of his own billing...Your dispute is with Mr. Owen and not me or my firm...It sounds like you feel Mr. Owen has handled your case improperly. If that is so, he would have to financially reimburse you, not myself...I was never your lawyer and I have never done any work on your case. Please contact Mr. Owen about your disputes."

105. Respondent's claim that Travis Owen was responsible for Mr. Cabrera's billing is false. All money paid by Mr. Cabrera was paid to Respondent's firm and placed into accounts over which Respondent had sole control. Any refund would necessarily come from those funds.

106. Respondent's conduct in this count violated Rule 42, Ariz. R. Sup. Ct.,
ERs 1.5, 5.1, 5.3, 8.4, and Rule 72, Ariz. R. Sup. Ct.

DATED this 3RD day of May, 2017.

STATE BAR OF ARIZONA



Bradley F. Perry
Staff Bar Counsel

Original filed with the Disciplinary Clerk of
the Office of the Presiding Disciplinary Judge
of the Supreme Court of Arizona
this 3RD day of May, 2017.

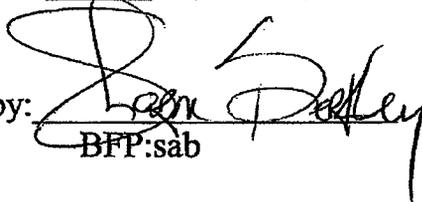
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BFP:sab

EXHIBIT B

Statement of Costs and Expenses

In the Matter of a Member of the State Bar of Arizona,
Judd S. Nemiro, Bar No. 028491, Respondent

File Nos. 16-0127, 16-0246, 16-0385, 16-0995, 16-1080, 15-2290, 16-2149

Administrative Expenses

The Supreme Court of Arizona has adopted a schedule of administrative expenses to be assessed in lawyer discipline. If the number of charges/complainants exceeds five, the assessment for the general administrative expenses shall increase by 20% for each additional charge/complainant where a violation is admitted or proven.

Factors considered in the administrative expense are time expended by staff bar counsel, paralegal, secretaries, typists, file clerks and messenger; and normal postage charges, telephone costs, office supplies and all similar factors generally attributed to office overhead. As a matter of course, administrative costs will increase based on the length of time it takes a matter to proceed through the adjudication process.

General Administrative Expenses for above-numbered proceedings **\$ 1,200.00**

Additional costs incurred by the State Bar of Arizona in the processing of this disciplinary matter, and not included in administrative expenses, are itemized below.

Staff Investigator/Miscellaneous Charges

05/24/17	Computer investigation: LexisNexis Invoice	\$ 37.24
08/22/16	Investigator Mileage	\$ 7.56
08/16/16	Investigator Mileage to Obtain Electronic Recording of Hearing	\$ 15.12
08/11/16	Computer investigation: LexisNexis Invoice	\$ 19.20
TOTAL for Staff Investigator Charges		\$ 79.12

Total Costs and Expenses for each matter over 5 cases where a violation is admitted or proven.

(2 over 5 x (20% x 1,200.00)): **\$ 480.00**

TOTAL COSTS AND EXPENSES INCURRED **\$1,759.12**

EXHIBIT C

BEFORE THE PRESIDING DISCIPLINARY JUDGE

**IN THE MATTER OF A MEMBER
OF THE STATE BAR OF ARIZONA,**

**JUDD S. NEMIRO,
Bar No. 028491,**

Respondent.

PDJ 2017-9014

JUDGMENT OF DISBARMENT

State Bar Nos. 16-0127, 16-0246,
16-0385, 16-0995, 16-1080, 15-2290,
16-2149, 17-2059, 17-0476, 17-1665,
17-1002, 17-1546, 17-2016, 17-2060,
17-2003, 17-1272, 17-1270, 17-1019,
17-1006, 17-1040, 17-1037, 17-1011,
17-1796, 17-1982, 17-1868, 17-1822

Pursuant to Rule 57, Ariz. R. Sup. Ct., the undersigned Presiding Disciplinary Judge of the Supreme Court of Arizona has considered Respondent's Consent to Disbarment dated July 18, 2017, and filed herein. Accordingly:

IT IS HEREBY ORDERED accepting the Consent To Disbarment. Respondent, Judd S. Nemiro, is hereby disbarred from the State Bar of Arizona and his name is hereby stricken from the roll of lawyers **effective**

_____.

Respondent is no longer entitled to the rights and privileges of a lawyer but remains subject to the jurisdiction of the court. Respondent shall immediately comply

with the requirements relating to notification of clients and others, and provide and/or file all notices and affidavits required by Rule 72, Ariz. R. Sup. Ct.

IT IS FURTHER ORDERED that no further disciplinary action shall be taken in reference to the matters that are the subject of the charges upon which the Consent To Disbarment and this Judgment Of Disbarment are based.

IT IS FURTHER ORDERED that Respondent pay the costs and expenses of the State Bar of Arizona in the amount of \$ _____.

DATED this _____ day of _____, 2017.

William J. O'Neil, Presiding Disciplinary Judge

Copies of the foregoing mailed/mailed
this _____ day of July, 2017.

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Respondent

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by: _____