

BEFORE THE PRESIDING DISCIPLINARY JUDGE

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

PHILLIP NOLAND,
Bar No. 010394

Respondent.

PDJ-2018-9099

**FINAL JUDGMENT AND
ORDER**

[State Bar File No. 17-3719]

FILED NOVEMBER 19, 2018

The Presiding Disciplinary Judge, having reviewed the Agreement for Discipline by Consent filed on November 9, 2018, pursuant to Rule 57(a), Ariz. R. Sup. Ct., accepts the parties' proposed agreement. Accordingly:

IT IS ORDERED Respondent, **Phillip Noland**, is reprimanded for his conduct in violation of the Arizona Rules of Professional Conduct, as outlined in the consent documents effective the date of this order.

IT IS FURTHER ORDERED Mr. Noland shall be placed on probation, effectively immediately, for up to one (1) year to allow sufficient time for his completion of 3 hours of continuing legal education (CLE) in addition to his yearly mandatory 15-hour requirement. The 3 hours of CLE shall cover conflicts.

IT IS FURTHER ORDERED Mr. Noland shall pay the costs and expenses of the State Bar of Arizona in the amount of \$1,200.00 within thirty (30) days from

the date of this order. There are no costs or expenses incurred by the disciplinary clerk and/or Presiding Disciplinary Judge's Office in these disciplinary proceedings.

DATED this 16th day of November, 2018.

William J. O'Neil

William J. O'Neil, Presiding Disciplinary Judge

Copies of the foregoing mailed/emailed
this 19th day of November, 2018, to:

Shauna R. Miller
State Bar of Arizona
4201 N 24th Street, Suite 100
Phoenix, Arizona 85016-6266
Email: LRO@staff.azbar.org

J. Scott Rhodes
Jennings Strouss & Salmon, PLC
One E Washington St., Ste. 1900
Phoenix, AZ 85004-2554
Email: srhodes@jsslaw.com
Respondent's Counsel

by: [AMcQueen](#)

BEFORE THE PRESIDING DISCIPLINARY JUDGE

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

PHILLIP NOLAND,
Bar No. 010394

Respondent.

PDJ-2018-9099

**DECISION ACCEPTING
DISCIPLINE BY CONSENT**

[State Bar No. 17-3719]

FILED NOVEMBER 19, 2018

Under Rule 57(a), Ariz. R. Sup. Ct.,¹ an Agreement for Discipline by Consent (“Agreement”), was filed on November 9, 2018. A Probable Cause Order issued on August 30, 2018. No formal complaint has been filed. Mr. Noland is represented by J. Scott Rhodes, *Jennings, Strouss & Salmon, PLC*, and the State Bar of Arizona is represented by Senior Bar Counsel Shauna R. Miller.

Rule 57 requires admissions be tendered solely “...in exchange for the stated form of discipline....” Under that rule, the right to an adjudicatory hearing is waived only if the “...conditional admission and proposed form of discipline is approved....” If the agreement is not accepted, those conditional admissions are automatically withdrawn and shall not be used against the parties in any subsequent proceeding. Mr. Noland has voluntarily waived the right to an adjudicatory hearing, and waived all

¹ Unless otherwise stated all Rule references are to the Ariz. R. Sup. Ct.

motions, defenses, objections or requests that could be asserted upon approval of the proposed form of discipline. The State Bar is the complainant in this matter therefore, under Rule 53(b)(3), the notice requirement is not applicable.

The Agreement details a factual basis to support the conditional admissions. It is incorporated by this reference. Mr. Noland admits violating Rule 42, ER 1.15 (safekeeping property) and Rule 43 (trust accounts). The parties stipulate to a reprimand, up to one (1) year of probation to complete 3 hours of CLE,² and the payment of costs of \$1,200.00 within thirty (30) days from this order.

Mr. Noland received an insufficient funds notification regarding an overdraft in his trust account. He drafted a check and relied on funds that he had neglected to deposit. The State Bar was notified of the overdraft and upon investigation, it was determined that Mr. Noland failed to adhere to various trust account guidelines and requirements. Specifically, he failed to have required procedures in place to safeguard funds and, overall, failed to maintain mandatory trust account records. Mr. Noland used his trust account on rare occasions as he is a criminal defense lawyer and only charges flat earned-on-receipt fees.

² The Agreement states, “The probationary period of one year is to allow sufficient time for completion of the additional CLE.”

The parties agree *Standard 4.13, Failure to Preserve the Clients Property* applies and provides that reprimand is generally appropriate when a lawyer is negligent in dealing with client property and causes injury or potential injury to a client.

Mr. Noland negligently violated his duty to clients by failing to adhere to trust account guidelines and rules to keep client funds safe. His misconduct caused potential harm to clients. The parties agree aggravating factors 9.22(c) pattern of misconduct and 9.22(i) substantial experience in the practice of law are present. The stipulated mitigating factor is: 9.32(a) absence of prior disciplinary offenses.

Now Therefore,

IT IS ORDERED accepting the Agreement and incorporating it with any supporting documents by this reference. A final judgment and order is signed this date.

DATED this 19th day of November, 2018.

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

COPY of the foregoing e-mailed/mailed
on this 19th day of November, 2018, to:

Shauna R. Miller
State Bar of Arizona
4201 N 24th Street, Suite 100
Phoenix, Arizona 85016-6266
Email: LRO@staff.azbar.org

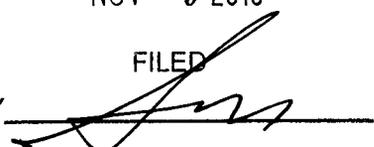
J. Scott Rhodes
Jennings Strouss & Salmon, PLC
One E Washington St., Ste. 1900
Phoenix, AZ 85004-2554
Email: srhodes@jsslaw.com
Respondent's Counsel

by: AMcQueen

Shauna R. Miller, Bar No. 015197
Senior Bar Counsel
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4201 N. 24th Street, Suite 100
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OFFICE OF THE
PRESIDING DISCIPLINARY JUDGE
SUPREME COURT OF ARIZONA

NOV 9 2018

FILED
BY 

J. Scott Rhodes, Bar No. 016721
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One E Washington St., Ste. 1900
Phoenix, AZ 85004-2554
Telephone 602-262-5862
Email: srhodes@jsslaw.com
Respondent's Counsel

BEFORE THE PRESIDING DISCIPLINARY JUDGE

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

PHIL NOLAND
Bar No. 010394

Respondent.

PDJ 2018 - 9099
[State Bar File No. 17-3719]

**AGREEMENT FOR DISCIPLINE
BY CONSENT**

The State Bar of Arizona, through undersigned Bar Counsel, and Respondent, Phil Noland, who is represented in this matter by counsel, J. Scott Rhodes, submit their Agreement for Discipline by Consent, pursuant to Rule 57(a), Ariz. R. Sup. Ct. A probable cause order was entered on August 30, 2018, but no formal complaint

has been filed in this matter. Respondent voluntarily waives the right to an adjudicatory hearing, unless otherwise ordered, and waives all motions, defenses, objections or requests which have been made or raised, or could be asserted thereafter, if the conditional admission and proposed form of discipline is approved.

Respondent wrote a check relying on funds that he neglected to deposit, causing the check to be returned unpaid when it was presented for payment. This caused a mandatory report to the State Bar. After an investigation, it was determined that Respondent failed to have appropriate procedures in place to safeguard client funds; and failed to keep the mandatory trust account records, which led to a disbursement error for a client (MK). The investigation also revealed that, because Respondent is a criminal defense lawyer and only charges flat earned-on-receipt fees, he did not need a trust account. Respondent had previously only used his trust account on rare occasions.

Respondent conditionally admits that his conduct, as set forth below, violated Rule 42, ER 1.15, and Rule 43 Ariz. R. Sup. Ct. Upon acceptance of this agreement, Respondent agrees to accept imposition of the following discipline: Reprimand and one-year probation. Respondent also agrees to pay the costs and expenses of the disciplinary proceeding, within 30 days from the date of this order, and if costs are

not paid within the 30 days, interest will begin to accrue at the legal rate.¹ The State Bar's Statement of Costs and Expenses is attached hereto as Exhibit A.

FACTS

GENERAL ALLEGATIONS

1. Respondent was licensed to practice law in Arizona on November 9, 1985.

COUNT ONE (File no. 17-3719/ Trust Account

2. The State Bar received an insufficient funds notice on Respondent's client trust account. On November 21, 2017, check number 3265 for \$150.00 attempted to pay against the account when the balance was \$8.55. The bank returned the check and did not charge an overdraft fee leaving the account balance unchanged.

3. Respondent explained to the State Bar through his prior counsel that on November 16, 2017, he wrote and mailed check number 3265 payable to a notary, on behalf of client MK. At the time, Respondent believed that a \$900.00 check had deposited shortly after November 3, 2017. Respondent, however, failed to realize

¹ Respondent understands that the costs and expenses of the disciplinary proceeding include the costs and expenses of the State Bar of Arizona, the Disciplinary Clerk, the Probable Cause Committee, the Presiding Disciplinary Judge and the Supreme Court of Arizona.

that he “neglected to deposit the \$900.00 check.” Respondent then deposited the check on November 22, 2017.

4. Respondent has been a sole practitioner who practices almost exclusively in the area of criminal defense since 1987. Due to the nature of his practice, Respondent typically charges clients a flat fee, earned upon receipt. Respondent seldom uses his trust account. Indeed, Respondent closed his Chase client trust account on August 31, 2018, due to this incident.

5. Respondent was generally unaware of the requirements for proper maintenance of his trust account and the required trust account documentation. Respondent did not have client ledgers and his general ledger consisted of entries on his checkbook register. Respondent kept handwritten notes to record deposits and withdrawals, but not as specified in Rule 43. Respondent’s client trust account was not titled as such and he did not maintain adequate duplicate deposit records.

6. After the overdraft, Respondent created a client ledger for client MK, a general ledger utilizing the State Bar’s template, and an administrative funds ledger.

7. While recreating the records, Respondent discovered that on February 15, 2017, he disbursed \$347.01 to himself from client HL, when HL had only

\$121.96 in the client trust account, causing an over disbursement of \$225.05. Respondent did not provide an individual client ledger for HL.

8. Although Respondent provided recreated records for ML, the trust account examiner determined that these contained errors. The following are some of the issues discovered:

- a. The MK client ledger indicates the balance is \$920.24 at the beginning of November 2017, when the balance should have been no less than \$988.89; a negative \$68.65 difference. As a result, the balance on all subsequent entries is inaccurate.
- b. The general ledger reflects date entries in a month/day format and does not consistently identify the year each transaction took place.
- c. The general ledger is inconsistent and incomplete; the MK client ledger's final entry shows a mortgage payment for \$904.29, on January 9, 2018, while the general ledger activity ends on January 8, 2018, and does not reflect the \$904.29 mortgage payment.
- d. The general ledger and MK client ledger have a \$68.65 administrative entry dated January 8, 2018 to client MK. This

should have been entered on behalf of client HL to offset the over disbursement of \$225.05.

9. Ultimately, the trust account examiner was unable to verify the accuracy of the ledger balances recreated by Respondent.

10. Respondent held approximately \$1,656.72 on deposit for HL. Respondent indicated through prior counsel that on September, 2, 2016, after HL was released from prison, he stopped by Respondent's office. During the visit Respondent told HL that he had funds in the trust account that belonged to HL. Respondent told HL that he knew with certainty that at least \$1,534.76 was available for reimbursement. Respondent also told HL that he thought an additional "few hundred dollars was owed" but it would take Respondent some time to determine the exact amount. According to Respondent, HL agreed to take the \$1,534.76, which Respondent "paid by check number 3239." HL then allegedly stated "that any amount beyond that should go to [Respondent] as payment for legal fees provided in connection with the trust account funds." Respondent did not provide any documentation to support this statement. Months after the funds were "gifted" to Respondent, he miscalculated the outstanding amount, causing the aforementioned over disbursement of funds referenced in paragraph 6, *supra*.

11. On March 14, 2018, the trust account examiner expanded the period of review to cover the month in which check number 3239 was written. The trust account examiner requested copies of the mandatory bank records and asked that Respondent recreate copies of the mandatory ledgers and reconciliations as if they had been maintained contemporaneously. In response, Respondent stated through prior counsel that after obtaining a copy of check number 3239, he discovered that the check was actually made payable to himself, rather than the client. Respondent further stated that reviewing the check “refreshed his recollection about what [HL] had authorized.” Contrary to his initial response, Respondent stated that when he advised client HL that over \$1,534.76 was held in trust on his behalf, “[HL] instructed [Respondent] to keep the funds for himself, and to also keep any additional funds beyond that which [Respondent] estimated to be a few hundred dollars.”

12. Respondent explained that, because Respondent had successfully obtained supervised release from prison for client HL, the client “specifically instructed [Respondent] to retain the additional funds for himself because he was so pleased with [Respondent’s] representation at his parole hearing, which had resulted in [HL’s] release.”

13. Respondent provided a signed statement, dated April 26, 2018, from HL indicating that he had instructed Respondent to keep the funds “as additional compensation for what [he] believed to be exceptional representation at the parole hearing.”

14. The examination also revealed that Respondent used the client trust account for a purpose that was not directly related to the underlying legal representation. Specifically, Respondent represented MK in a criminal matter that resulted in the client receiving a prison sentence. At the time, MK owned a house that was in a forbearance program with the lender that required monthly payments to the lender. Because there were a number of issues that precluded the house from being rented, Respondent agreed to access funds from MK’s Individual Retirement Account (“IRA”) under a power of attorney (POA) in order to pay MK’s bills and costs associated with the house. Respondent negligently believed the IRA withdrawals had to be deposited into his trust account because the IRA funds belonged to the client.

15. After addressing the issues with the house, a renter was found and the rental income helped defray costs. Rental payments were collected by Respondent and deposited into his trust account because MK did not have anyone who could

take care of things while he was in prison. When it was later determined that costs were going to be incurred that exceeded the monthly rental income, Respondent attempted to withdraw sufficient additional funds from the IRA to cover those costs, but the investment banker required a new POA. Getting the new POA and the additional funds was going to take time, so “[t]o avoid [MK] suffering financial harm,” Respondent agreed to “loan” MK funds as needed until the IRA funds could be accessed. Respondent says he discussed this with MK during numerous telephone calls, and at one point it was memorialized by Respondent “consensually audio recording two of the conversations.”

16. Later, MK decided that it was in his best interest to sell the house, but some remodeling was needed to maximize profits. Respondent agreed to loan MK additional funds for the remodel. Respondent had “sole discretion whether to loan funds, and if he does, they are to be repaid at no interest from the proceeds of the sale.” After the trust account examiner’s inquiries, Respondent drafted a written agreement to memorialize the loan and arranged to obtain MK’s signature. Respondent provided through prior counsel a copy of the agreement on April 6, 2018. The agreement stated that funds loaned to the client were to be repaid without interest “upon the sale of the property, or due immediately if the property is no longer

listed for sale.” It also stated that Respondent can “obtain a lien on the property to secure the amount owed to him for the loan.” Respondent did not obtain a lien on the property.

17. On December 27, 2016, Respondent wrote check 3250 for \$939.80 payable to himself. The check cleared the same day. Although written payable to Respondent, the corresponding entries on the recreated general ledger and client ledger identify the payee as “Chase” for the purpose of a “[m]ortgage payment.”

CONDITIONAL ADMISSIONS

Respondent’s admissions are being tendered in exchange for the form of discipline stated below and are submitted freely and voluntarily and not as a result of coercion or intimidation.

Respondent conditionally admits that his conduct violated Rule 42, Ariz. R. Sup. Ct., specifically ER 1.15, Rule 43.

CONDITIONAL DISMISSALS

The State Bar has conditionally agreed to dismiss any charges related to ER 1.8.

RESTITUTION

Restitution is not an issue in this matter.

SANCTION

Respondent and the State Bar of Arizona agree that based on the facts and circumstances of this matter, as set forth above, the following sanctions are appropriate: Reprimand and one-year probation. Respondent must complete 3 extra hours of CLE, in addition to the mandatory 15 hours, in the area of ERs 1.7, 1.8, 1.9 or any combination thereof as a term of probation. The probationary period of one year is to allow sufficient time for completion of the additional CLE.

If Respondent violates any of the terms of this agreement, further discipline proceedings may be brought.

LEGAL GROUNDS IN SUPPORT OF SANCTION

In determining an appropriate sanction, the parties consulted the American Bar Association's *Standards for Imposing Lawyer Sanctions (Standards)* pursuant to Rule 57(a)(2)(E). The *Standards* are designed to promote consistency in the imposition of sanctions by identifying relevant factors that courts should consider and then applying those factors to situations where lawyers have engaged in various types of misconduct. *Standards* 1.3, Commentary. The *Standards* provide guidance with respect to an appropriate sanction in this matter. *In re Peasley*, 208 Ariz. 27,

33, 35, 90 P.3d 764, 770 (2004); *In re Rivkind*, 162 Ariz. 154, 157, 791 P.2d 1037, 1040 (1990).

In determining an appropriate sanction consideration is given to the duty violated, the lawyer's mental state, the actual or potential injury caused by the misconduct and the existence of aggravating and mitigating factors. *Peasley*, 208 Ariz. at 35, 90 P.3d at 772; *Standard* 3.0.

The parties agree that *Standard* 4.1 is the appropriate *Standard* given the facts and circumstances of this matter. *Standard* 4.13 provides that:

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

The duty violated

As described above, Respondent's conduct violated his duty to his clients.

The lawyer's mental state

For purposes of this agreement the parties agree that Respondent acted negligently by failing to have appropriate procedures in place to safeguard client funds, and by failing to keep the mandatory trust account records, which led to numerous errors in certain client accountings. Respondent's conduct was in violation of the Rules of Professional Conduct.

The extent of the actual or potential injury

For purposes of this agreement, the parties agree that there was potential harm to Respondent's clients.

Aggravating and mitigating circumstances

The presumptive sanction in this matter is Reprimand. The parties conditionally agree that the following aggravating and mitigating factors should be considered.

In aggravation:

Standard 9.22

- (c) a pattern of misconduct, and
- (i) substantial experience in the practice of law.

In mitigation:

Standard 9.32

(b) Absence of a dishonest or selfish motive: Respondent's conduct arises in part out of his desire to assist a client to manage the client's home during the client's incarceration.

Based on the *Standards* and in light of the facts and circumstances of this matter, the parties conditionally agree that the sanction set forth above is within the range of appropriate sanction and will serve the purposes of lawyer discipline.

CONCLUSION

The object of lawyer discipline is not to punish the lawyer, but to protect the public, the profession and the administration of justice. *Peasley, supra* at ¶ 64, 90 P.3d at 778. Recognizing that determination of the appropriate sanction is the prerogative of the Presiding Disciplinary Judge, the State Bar and Respondent believe that the objectives of discipline will be met by the imposition of the proposed sanction of and the imposition of costs and expenses. A proposed form of order is attached hereto as Exhibit B.

DATED this 9th day of November 2018

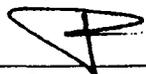
STATE BAR OF ARIZONA



Shauna R. Miller
Senior Bar Counsel

This agreement, with conditional admissions, is submitted freely and voluntarily and not under coercion or intimidation. [I acknowledge my duty under the Rules of the Supreme Court with respect to discipline and reinstatement. I understand these duties may include notification of clients, return of property and other rules pertaining to suspension.]

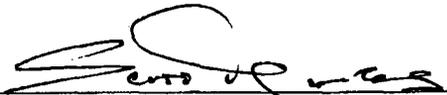
DATED this 8th day of November, 2018.



Phil Noland
Respondent

DATED this 9th day of November, 2018.

Jennings Strouss & Salmon PLC



J. Scott Rhodes
Counsel for Respondent

Approved as to form and content

Maret Vessella
Chief Bar Counsel

This agreement, with conditional admissions, is submitted freely and voluntarily and not under coercion or intimidation. [I acknowledge my duty under the Rules of the Supreme Court with respect to discipline and reinstatement. I understand these duties may include notification of clients, return of property and other rules pertaining to suspension.]

DATED this _____ day of November, 2018.

Phil Noland
Respondent

DATED this _____ day of November, 2018.

Jennings Strouss & Salmon PLC

J. Scott Rhodes
Counsel for Respondent

Approved as to form and content



Maret Vessella
Chief Bar Counsel

Original filed with the Disciplinary Clerk of
the Office of the Presiding Disciplinary Judge
of the Supreme Court of Arizona
this 9th day of November, 2018.

Copy of the foregoing emailed
this 9th day of November, 2018, 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 9th day of November, 2018, to:

J Scott Rhodes
Jennings Strouss & Salmon PLC
One E Washington St Ste 1900
Phoenix, AZ 85004-2554
Email: srhodes@jsslaw.com
Respondent's Counsel

Copy of the foregoing hand-delivered
this 9th day of November, 2018, to:

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

by: 
SRM/cep *kec*

EXHIBIT A

Statement of Costs and Expenses

In the Matter of a Member of the State Bar of Arizona,
Phil Noland, Bar No. 010394, Respondent

File No. 17-3719

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

Total for staff investigator charges \$ 0.00

TOTAL COSTS AND EXPENSES INCURRED \$1,200.00

EXHIBIT B

BEFORE THE PRESIDING DISCIPLINARY JUDGE

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

PHIL NOLAND
Bar No. 010394

Respondent.

PDJ 2018-_____
[State Bar File No. 17-3719]

**FINAL JUDGMENT AND
ORDER**

The Presiding Disciplinary Judge, having reviewed the Agreement for Discipline by Consent filed on _____, pursuant to Rule 57(a), Ariz. R. Sup. Ct., accepts the parties' proposed agreement. Accordingly:

IT IS ORDERED Respondent, **Phil Noland**, is Reprimanded for his conduct in violation of the Arizona Rules of Professional Conduct, as outlined in the consent documents.

IT IS FURTHER ORDERED Respondent shall be placed on probation for a period of one-year, starting the date of this order.

IT IS FURTHER ORDERED Phil Noland shall participate in the following program: Continuing Legal Education – 3 hours in addition to the yearly 15 hour requirement. The CLE shall cover conflicts.

NON-COMPLIANCE LANGUAGE

In the event that Respondent fails to comply with any of the foregoing probation terms, and information thereof, is received by the State Bar of Arizona, Bar Counsel shall file a notice of noncompliance with the Presiding Disciplinary Judge, pursuant to Rule 60(a)(5), Ariz. R. Sup. Ct. The Presiding Disciplinary Judge may conduct a hearing within 30 days to determine whether a term of probation has been breached and, if so, to recommend an appropriate sanction. If there is an allegation that Respondent failed to comply with any of the foregoing terms, the burden of proof shall be on the State Bar of Arizona to prove noncompliance by a preponderance of the evidence.

IT IS FURTHER ORDERED that, pursuant to Rule 72 Ariz. R. Sup. Ct., Respondent shall immediately comply with the requirements relating to notification of clients and others.

IT IS FURTHER ORDERED that Respondent pay the costs and expenses of the State Bar of Arizona in the amount of \$ 1,200.00, within thirty (30) days from the date of this Order.

IT IS FURTHER ORDERED that Respondent shall pay the costs and expenses incurred by the disciplinary clerk and/or Presiding Disciplinary Judge's

Office in connection with these disciplinary proceedings in the amount of _____, within 30 days from the date of service of this Order.

DATED this _____ day of November, 2018

William J. O'Neil, Presiding Disciplinary Judge

Original filed with the Disciplinary Clerk of
the Office of the Presiding Disciplinary Judge
of the Supreme Court of Arizona
this _____ day of November, 2018.

Copies of the foregoing mailed/emailed
this _____ day of November, 2018, to:

J. Scott Rhodes
Jennings Strouss & Salmon PLC
One E Washington St., Ste. 1900
Phoenix, AZ 85004-2554
Email: srhodes@jsslaw.com
Respondent's Counsel

Copy of the foregoing emailed/hand-delivered
this _____ day of November, 2018, to:

Shauna R. Miller
Senior Bar Counsel
State Bar of Arizona
4201 N 24th Street, Suite 100
Phoenix, Arizona 85016-6266
Email: LRO@staff.azbar.org

Copy of the foregoing hand-delivered
this ____ day of November, 2018 to:

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

by: _____
SRM/kec

FILED

AUG 30 2018

BY 

**BEFORE THE ATTORNEY DISCIPLINE
PROBABLE CAUSE COMMITTEE
OF THE SUPREME COURT OF ARIZONA**

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

**PHIL NOLAND
Bar No. 010394**

Respondent.

No. 17-3719

PROBABLE CAUSE ORDER

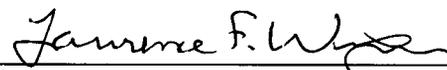
The Attorney Discipline Probable Cause Committee of the Supreme Court of Arizona ("Committee") reviewed this matter on August 10, 2018, pursuant to Rules 50 and 55, Ariz. R. Sup. Ct., for consideration of the State Bar's Report of Investigation and Recommendation and Respondent's Response.

By a vote of 7-0-2¹, the Committee finds probable cause exists to file a complaint against Respondent in File No. 17-3719.

IT IS THEREFORE ORDERED pursuant to Rules 55(c) and 58(a), Ariz. R. Sup. Ct., authorizing the State Bar Counsel to prepare and file a complaint with the Disciplinary Clerk.

Parties may not file motions for reconsideration of this Order.

DATED this 27 day of August, 2018



Judge Lawrence F. Winthrop, Chair
Attorney Discipline Probable Cause Committee
of the Supreme Court of Arizona

¹ Committee members Charles Muchmore and Brent Vermeer did not participate in this matter.

Original filed this 30th day
of August, 2018 with:

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

Copy mailed this 31st day
of August, 2018, to:

Nancy A. Greenlee
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Phoenix, Arizona 85014-3248
Respondent's Counsel

Copy emailed this 31st day
of August, 2018, to:

Attorney Discipline Probable Cause Committee
of the Supreme Court of Arizona
1501 West Washington Street, Suite 104
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E-mail: ProbableCauseComm@courts.az.gov

Lawyer Regulation Records Manager
State Bar of Arizona
4201 N. 24th St., Suite 100
Phoenix, Arizona 85016-6266
E-mail: LRO@staff.azbar.org

by: Karen E. Colby