

BEFORE THE PRESIDING DISCIPLINARY JUDGE

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

M. WAYNE LEWIS,
Bar No. 003430

Respondent.

PDJ-2019-9024

**FINAL JUDGMENT AND
ORDER**

[State Bar No. 17-3698]

FILED MAY 17, 2019

After also considering the objection of complainant, the Agreement for Discipline by Consent filed on April 25, 2019 was accepted.

Accordingly:

IT IS ORDERED Respondent **M. WAYNE LEWIS, Bar No. 00340** is reprimanded and placed on probation for twelve (12) months 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 M. Wayne Lewis shall participate in the following programs:

1. Law Office Management Assistance Program (LOMAP): Respondent shall contact the State Bar Compliance Monitor at (602) 340-7258, within ten (10) days from the date of this order. Respondent shall submit to a LOMAP

examination of his office procedures. Respondent shall sign terms and conditions of participation, including reporting requirements, which shall be incorporated herein. Respondent shall be responsible for any costs associated with LOMAP.

2. Continuing Legal Education (CLE): In addition to annual MCLE requirements, Respondent shall complete the following Continuing Legal Education (“CLE”) program within ninety (90) days from the date of this order: “10 Deadly Sins of Conflict.” Respondent shall provide the State Bar’s Compliance Monitor with evidence of completion of the program by providing a copy of his handwritten notes. Respondent shall contact the Compliance Monitor at (602) 340-7258 to make arrangements to submit his handwritten notes. Respondent shall be responsible for the cost of the CLE.

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 Mr. Lewis shall pay costs and expenses to the State Bar of Arizona in the amount of \$1,200 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 17th day of May 2019.

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

Copies of the foregoing mailed/mailed
this 17th day of May 2019, to:

James D. Lee
State Bar of Arizona
4201 North 24th Street, Suite 100
Phoenix, Arizona 85016-6266
Email: LRO@staff.azbar.org

Terrence P. Woods
Broening Oberg Woods & Wilson, PC
2800 North Central Avenue, Suite 1600
Phoenix, Arizona 85004
Email: tpw@bowwlaw.com

by: MSmith

BEFORE THE PRESIDING DISCIPLINARY JUDGE

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

M. WAYNE LEWIS,
Bar No. 003430

Respondent.

PDJ 2019-9024

**DECISION ACCEPTING
DISCIPLINE BY CONSENT**

[State Bar No. 17-3698]

FILED MAY 17, 2019

Under Rule 57(a), Ariz. R. Sup. Ct.,¹ an Agreement for Discipline by Consent (“Agreement”), was filed on April 25, 2019. A probable cause order has not issued, and no formal complaint has been filed. The State Bar of Arizona is represented by Senior Bar Counsel James D. Lee. Mr. Lee is represented by Terrance P. Woods, *Broening Oberg, Woods & Wilson PC*.

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. Lewis 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.

Notice under Rule 53(b)(3) was provided to the Complainant by letter on March 29, 2019 and the rule provides five days to object. An untimely objection was filed on May 14, 2019. The Complainant states he has experienced medical issues including a recent stroke that prevented an earlier filing of his objection.

Overall, Complainant objects to the proposed Agreement as he describes other concerns over handling his representation by Mr. Lewis. The speculation of these in this proceeding, while appreciated, appear to be entirely different concerns than those raised in this Agreement. The State Bar has discretion under Rule 49(d) whether to initiate further investigation beyond the present admissions. Whether the concerns have the evidentiary basis or practical need to warrant further investigation is for the State Bar to determine and it has not withdrawn from the Agreement.

While the PDJ is sympathetic to Complainant's expressed concerns, (and medical issues), his comments perhaps reflect a misunderstanding of how attorney regulation matters are handled. These proceedings are also governed by applying the *ABA Standards for Imposing Lawyer Sanctions*. The *Standards* clarify that they do not account for multiple charges of misconduct with sanctions for each charge. The purpose of attorney discipline is not to punish the lawyer. This is not a criminal proceeding where each crime is separately addressed with the potential of individual

punishment for each offense. In attorney discipline the “ultimate sanction imposed should at least be consistent with the sanction for the most serious instance of misconduct among a number of violations.” *Standards 2*. Only the most serious instance of misconduct is sanctionable. All other charges serve only as aggravation of the sanction of the most serious instance of misconduct. The agreed-upon sanction is within the range of sanctions for similar violations and the sanction fulfills the purposes of discipline.

The Agreement details a factual basis to support the conditional admissions and are briefly summarized. It is incorporated by this reference. Mr. Lewis admits to violating Rule 42, specifically, ERs 1.2(a) scope of representation, 1.8(a) conflict of interest/current clients/specific rules, 1.15(a) safekeeping client property, and 8.4(d) conduct prejudicial to the administration of justice. The parties stipulate to the imposition of reprimand and 12 months of probation with the State Bar’s Law Office Management Assistance Program, continuing legal education (CLE) and the payment of costs and expenses for \$1,200.00 within 30 days from this order.

In 2017, Mr. Lewis represented a client in an enforcement of divorce decree. To secure his legal fees, the client signed a deed of trust on the marital residence to give Mr. Lewis an interest in the home. Thereafter, Mr. Lewis failed to inform the client in writing of his right to consult with another attorney prior to signing the deed of trust. The deed of trust further did not reference the former wife’s interest in the

marital residence. Mr. Lewis also allowed the client to live in the apartment attached to his law firm and stored client files in unlock cabinets on the patio of the office/apartment. Mr. Lewis failed to secure and safeguard client files which contained client's personal information.

The parties agree Mr. Lewis negligently² violated his duties to clients, the legal system, and the legal profession. His misconduct caused potential harm to clients but caused no actual harm to the legal system or the profession. *Standard 4.13, Failure to Preserve the Client's Property* applies to Mr. Lewis' violation of ER 1.15 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. *Standard 4.33* applies to Mr. Lewis' violation of ER 1.8(a). The presumptive sanction is reprimand.

The parties further agree aggravating factors 9.22 (a) prior disciplinary offenses, 9.22(d) multiple offenses, and 9.22(i) substantial experience in the practice of law are present. In mitigation, factors 9.32(b) absence of selfish or dishonest motive, (e) full and free disclosure to disciplinary board or cooperative attitude towards proceedings, and (m) remoteness of prior disciplinary sanctions are present.

IT IS ORDERED accepting the Agreement and incorporating it by reference

² The Agreement inadvertently states Mr. Lewis' mental state was knowing and that there was a violation of ER 1.16. *See* Notice of Errata filed by the parties.

including any supporting documents. A final judgment and order is signed this date.

DATED this 17th day of May 2019.

William J. O'Neil

William J. O'Neil, Presiding Disciplinary Judge

COPY of the foregoing e-mailed/mailed
on this 17th day of May 2019, to:

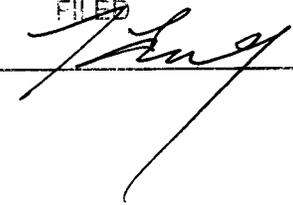
James D. Lee
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Terrence P. Woods
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Respondent's Counsel

by: MSmith

OFFICE OF THE
PRESIDING DISCIPLINARY JUDGE
SUPREME COURT OF ARIZONA

APR 25 2019

FILED
BY 

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Respondent's Counsel

BEFORE THE PRESIDING DISCIPLINARY JUDGE

In the Matter of a Member of
the State Bar of Arizona,

M. WAYNE LEWIS,
Bar No. 003430,

Respondent.

PDJ-2019- 9024

**AGREEMENT FOR DISCIPLINE
BY CONSENT**

[State Bar File Nos. 17-3698]

The State Bar of Arizona, through undersigned Bar Counsel, and Respondent, M. Wayne Lewis, who is represented in this matter by counsel, Terrence P. Woods, hereby submit their Agreement for Discipline by Consent, pursuant to Rule 57(a), Ariz. R. Sup. Ct. A probable cause order has not been entered 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.

Pursuant to Rule 53(b)(3), Ariz. R. Sup. Ct., written notice of this agreement was provided to the complainant by letter on March 29, 2019. Complainant has been notified of the opportunity to file a written objection to the agreement with the State Bar within five (5) business days of bar counsel's notice. Copies of Complainant's objection, if any, will be provided to the Presiding Disciplinary Judge.

Respondent conditionally admits that his conduct, as set forth below, violated ER 1.2(a), ER 1.8(a), ER 1.15(a), ER 1.16(a)(3), and ER 8.4(d). Upon acceptance of this agreement, Respondent agrees to accept imposition of the following discipline: Reprimand and probation for 12 months (Law Office Management Assistance Program and completion of "10 Deadly Sins of Conflict," a State Bar continuing legal education seminar, with a requirement that he provide a copy of his handwritten notes to the State Bar's Compliance Monitor). 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 September, 29, 1973.

COUNT ONE (File No. 17-3698/Morrow)

2. A Decree of Dissolution of Marriage was entered in Doug Morrow's divorce case on December 9, 2013 (*Morrow v. Morrow*, Maricopa County Superior Court No. FN2012-091997).

3. Morrow first hired Respondent on January 31, 2014, to address post-dissolution matters. That representation continued until late October 2014.

4. Complainant became unemployed in February 2017.

5. On March 15, 2017, Morrow hired Respondent for the second time to pursue enforcement of the terms of the decree.

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.

a. Respondent provided Morrow with an engagement letter on March 15, 2017. Respondent explained the terms of representation to Morrow, after which Morrow signed the letter. The engagement letter set forth the fee arrangement between them and (generally) the scope of representation (“Post Dissolution Proceedings”). The letter established a minimum fee of \$5,000, with a requirement that Morrow pay fees at \$300 per hour if Respondent performed services in excess of \$5,000 in legal work. The fee agreement stated:

You have advised me that you are basically destitute and have no funds to pay any upfront costs or attorney fees. I have taken on this responsibility, based upon your assurance that you will not discharge me or cease pursuit of enforcement of the decree until we have received sufficient funds to at least cover the minimum legal fee and costs. You must understand that if you discharge me or instruct me to halt the proceedings prior to my payment in full, I will, with your permission, sue you and impose a lien on your interest in the family home.

b. On March 15, 2017, Morrow signed a deed of trust intended to pertain to the marital residence that was intended to give Respondent an interest in the home. The deed of trust was intended to secure payment of Respondent’s fees, but Respondent failed to inform Morrow in writing of his right to consult with another attorney prior to signing the deed of trust. The deed of trust purported to convey, transfer and assign the entire marital residence to

Chicago Title Company, “with Power of Sale.” The deed of trust did not reference Morrow’s former wife’s 50% interest in the marital residence. Respondent did not provide Morrow with any other writing in which he informed him about (a) the desirability of seeking the advice of independent legal counsel; or (b) his role in the transaction, including whether he was representing Morrow in the transaction.

c. Morrow provided a legal description for property he had previously sold, so Respondent did not actually acquire a security interest in the marital residence, despite his attempt to do so.

6. During May 2017, Complainant informed Respondent that he was out of work, sick and about to be evicted from his residence. Respondent allowed Complainant to move into and live without rent or utilities in an apartment attached to his law office, which he owns. The address of Respondent’s office was 950 West Flint, Chandler, Arizona; the apartment did not have a separate address. Complainant moved into the apartment in late May or early June and stayed for approximately three months.

7. Respondent told Morrow to state that the apartment was located at 952 West Flint because he was concerned that using the address of his law office would mislead the court and his former wife’s counsel to believe he lived in Respondent’s

office. It does not appear that use of the incorrect address misled anyone, however, because Morrow testified during his deposition that he lived in the apartment attached to Respondent's office.

8. Respondent kept numerous client files in unlocked cabinets on the back patio of his office/apartment and in a storage unit outside his office that was periodically unlocked. By storing client files in that manner, Respondent failed to properly safeguard his client files, which included his clients' personal information.

9. Respondent withdrew as Morrow's counsel in early October 2017.

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 1.2(a), ER 1.8(a), ER 1.15(a), ER 1.16(a)(3), and ER 8.4(d).

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 probation for 12 months (Law Office Management Assistance Program and completion of “10 Deadly Sins of Conflict,” a State Bar continuing legal education seminar, with a requirement that he provide a copy of his handwritten notes to the State Bar’s Compliance Monitor).

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 4.13*, *Standard 4.33* and *Standard 7.3* are the appropriate *Standards* given the facts and circumstances of this matter.

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

Standard 4.33 states, “Reprimand is generally appropriate when a lawyer is negligent in determining whether the representation of a client may be materially affected by the lawyer’s own interests, or whether the representation will adversely affect another client, and causes injury or potential injury to a client.”

Standard 7.3 states, “Reprimand is generally appropriate when a lawyer negligently engages in conduct that is a violation of a duty owed as a professional, and causes injury or potential injury to a client, the public, or the legal system.”

The foregoing *Standards* are appropriate because Respondent (a) knowingly attempted, in his ER 1.5(b) writing, to limit his client’s decisions regarding the objectives of representation; (b) knowingly attempted to enter into a business transaction with his client (by attempting to obtain a deed of trust on the marital residence) and knowingly attempting to acquire an ownership, security or other

pecuniary interest adverse to his client without first advising him in writing of the desirability of seeking the advice of independent counsel regarding the transaction, and failing to disclose his role in the transaction, including whether he was representing his client in the transaction; (c) failed to adequately safeguard client files; and (d) knowingly included language in his ER 1.5(b) writing that was intended to limit his client's ability to discharge him or cease pursuit of enforcement of the divorce decree until his client received sufficient funds to at least cover the minimum legal fee and costs of \$5,000.

The duty violated

As described above, Respondent's conduct violated his duty to his client by violating ER 1.2(a), ER 1.8(a) and ER 1.15(a), his duty to the legal system by violating ER 8.4(d), and his duty to the legal profession by violating ER 1.16(a)(3).

The lawyer's mental state

For purposes of this agreement the parties agree that Respondent knowingly engaged in conduct, which violated the Rules of Professional Conduct.

The extent of the actual or potential injury

For purposes of this agreement, the parties agree there was potential harm to Respondent's client, but no actual harm to the legal system or the legal profession.

Respondent never relied on or used the deed of trust on his client's former marital home, and there is no evidence that anyone accessed any of Respondent's client files.

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(a) – prior disciplinary offenses.

Respondent was informally reprimanded (the equivalent of an admonition) on October 10, 1984, in File No. 84-0989 for violation of DR 9-102(B)(1) and (4) for failing to promptly notify his client about his receipt of support payments and failing to promptly pay her the funds to which she was entitled.

Respondent was informally reprimanded (the equivalent of an admonition) on March 6, 1992 (filed on March 9, 1992), in File No. 87-1713 for violation of ER 1.1, ER 1.2 and ER 1.3 for “delay[ing] ordering a title report on property involved in a client's dissolution action until it was too late for the report to issue prior to trial, which resulted in the client being awarded properties on which there were liens.”

Standard 9.22(d) – multiple offenses. Respondent violated various rules, which were not directly related to one another.

Standard 9.22(i) – substantial experience in the practice of law. Respondent was admitted to practice law in Arizona on September 29, 1973.

In mitigation:

Standard 9.32(b) – absence of a dishonest or selfish motion.

Standard 9.32(e) – full and free disclosure to the disciplinary board or cooperative attitude toward the proceedings. Respondent’s cooperation is reflected, in part, by his decision to enter into this consent agreement.

Standard 9.32(m) – remoteness of prior offenses.

Discussion

The parties have conditionally agreed that, upon application of the aggravating and mitigating factors to the facts of this case, the presumptive sanction is appropriate. The parties have further conditionally agreed that a greater or lesser sanction would not be appropriate under the facts and circumstances of this matter. This agreement was based on the following: the nature and type of misconduct, which did not result in any harm to Respondent’s client or the public.

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 sanctions 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 the objectives of discipline will be met by the imposition of the proposed sanction of reprimand, probation for 12 months (Law Office Management Assistance Program and completion of "10 Deadly Sins of Conflict," a State Bar continuing legal education seminar, with a requirement that he provide a copy of his handwritten notes to the State Bar's Compliance Monitor), and the imposition of costs and expenses. A proposed form of order is attached hereto as Exhibit B.

DATED this 25th day of April, 2019.

STATE BAR OF ARIZONA



James D. Lee
Senior Bar Counsel

This agreement, with conditional admissions, is submitted freely and voluntarily and not under coercion or intimidation.

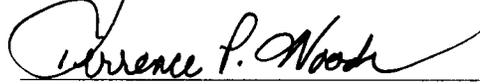
DATED this 18 day of April, 2019.



M. Wayne Lewis
Respondent

DATED this 19th day of April, 2019.

Broening Oberg Woods & Wilson, PC



Terrence P. Woods
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 25 day of April, 2019.

Copy of the foregoing emailed
this _____ day of April, 2019, 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/mailed
this ____ day of April, 2019, to:

Terrence P. Woods
Broening Oberg Woods & Wilson, PC
2800 North Central Avenue, Suite 1600
Phoenix, Arizona 85004
Email: tpw@bowwlaw.com
Respondent's Counsel

Copy of the foregoing hand-delivered
this ____ day of April, 2019, to:

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

by: _____
JDL/jlb

EXHIBIT A

Statement of Costs and Expenses

In the Matter of a Member of the State Bar of Arizona,
M. Wayne Lewis Bar No. 003430, Respondent

File No. 17-3698

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.

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,

M. WAYNE LEWIS,
Bar No. 003430,

Respondent.

PDJ-2019-_____

**FINAL JUDGMENT AND
ORDER**

[State Bar No. 17-3698]

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

IT IS ORDERED that Respondent **M. Wayne Lewis** is reprimanded and placed on probation for 12 months for his conduct in violation of the Arizona Rules of Professional Conduct, as outlined in the consent documents.

IT IS FURTHER ORDERED M. Wayne Lewis shall participate in the following programs:

1. LOMAP: Respondent shall contact the State Bar Compliance Monitor at (602) 340-7258, within 10 days from the date of service of this Order. Respondent shall submit to a LOMAP examination of his office procedures. Respondent

shall sign terms and conditions of participation, including reporting requirements, which shall be incorporated herein. Respondent will be responsible for any costs associated with LOMAP.

2. CLE: In addition to annual MCLE requirements, Respondent shall complete the following Continuing Legal Education (“CLE”) program within 90 days from the date of service of this Order: “10 Deadly Sins of Conflict.” Respondent shall provide the State Bar’s Compliance Monitor with evidence of completion of the program by providing a copy of his handwritten notes. Respondent should contact the Compliance Monitor at (602) 340-7258 to make arrangements to submit his handwritten notes. Respondent will be responsible for the cost of the CLE.

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 Respondent pay the costs and expenses of the State Bar of Arizona in the amount of \$1,200 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 April, 2019.

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 April, 2019.

Copies of the foregoing mailed/mailed
this ____ day of April, 2019, to:

Terrence P. Woods
Broening Oberg Woods & Wilson, PC
2800 North Central Avenue, Suite 1600
Phoenix, Arizona 85004
Email: tpw@bowwlaw.com
Respondent's Counsel

Copy of the foregoing emailed/hand-delivered
this ____ day of April, 2019, to:

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Senior Bar Counsel
State Bar of Arizona
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Copy of the foregoing hand-delivered
this ____ day of April, 2019 to:

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

by: _____