BEFORE THE PRESIDING DISCIPLINARY JUDGE

IN THE MATTER OF A MEMBER OF THE STATE BAR OF ARIZONA, **GREGORY E. MCCLURE, Bar No. 022587** Respondent.	**PDJ 2019-9033** **JUDGMENT OF DISBARMENT** State Bar No. 19-1232 **FILED MAY 30, 2019**

Pursuant to Rule 57, Ariz. R. Sup. Ct., the parties filed with the disciplinary clerk a Consent to Disbarment (Consent). The acceptance of a consent to disbarment constitutes a final disposition of all pending proceedings. The Consent complies with Rule 57(a)(5), Ariz. R. Sup. Ct. It is accepted. Under Rule 57(a)(5) any future application for reinstatement "will be treated as an application by a member who has been disbarred for professional misconduct, as set forth in the complaint . . . ."

Now Therefore,

IT IS ORDERED disbarring Respondent, **GREGORY E. MCCLURE, Bar No. 022587,** 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 remains subject to the jurisdiction of the court.

IT IS FURTHER ORDERED Respondent shall immediately comply with the requirements of Rule 72, Ariz. R. Sup. Ct., which include, but are not limited to, notification of clients and others, and the filing of all required notices and affidavits.

IT IS FURTHER ORDERED under Rule 57(a)(5)(C), no further disciplinary action shall be taken regarding the matters that are the subject of the charges upon which the Consent and this judgment of disbarment are based.

IT IS FURTHER ORDERED Mr. McClure shall pay the costs and expenses of the State Bar of Arizona in the amount of $1,200.00.

DATED this 30th day of May 2019.

William J. O'Neil

William J. O'Neil, Presiding Disciplinary Judge

Copy of the foregoing mailed/emailed
this 30th day of May 2019.

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

Gregory E. McClure, Bar No. 022587,
12325 East Horsehead Road
Tucson, AZ 85749-8678
Email: ggmcclur@yahoo.com
Respondent

by: MSmith

OFFICE OF THE
PRESIDING DISCIPLINARY JUDGE
SUPREME COURT OF ARIZONA

MAY 23 2019

FILED

BY

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

BEFORE THE PRESIDING DISCIPLINARY JUDGE

IN THE MATTER OF A SUSPENDED MEMBER OF THE STATE BAR OF ARIZONA, **GREGORY E. MCCLURE, Bar No. 022587,** Respondent.	**PDJ 2019-9033** **CONSENT TO DISBARMENT** State Bar No. 19-1232

I, Gregory E. McClure, residing at 12325 East Horsehead Road, Tucson, Arizona 85749-8678, 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 Bar charge has been made against me. I have read the Bar charge and acknowledge that I do not desire to contest or defend the 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 Bar charge made against me. The misconduct of which I am accused is described in the plea agreement bearing the number CR-19-00051-PHX-GMS, a copy of which is attached hereto as Exhibit "A."

The State Bar's Statement of Costs and Expenses is attached hereto as Exhibit "B", and is due and payable 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 Willcox, Arizona, on May 20, 2019.

Gregory E. McClure
Respondent

SUBSCRIBED AND SWORN TO before me this 20 day of May, 2019, by Gregory E. McClure, who satisfactorily proved his identity to me.

Notary Public

LINDA BROWN
Notary Public - State of Arizona
COCHISE COUNTY
My Commission Expires
February 12, 2021

My Commission expires:

Feb 12, 2021

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 23RD day of May, 2019.

Copy of the foregoing emailed
this 23RD day of May, 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/emailed
this 23RD day of May, 2019, to:

Gregory E. McClure
12325 East Horsehead Road
Tucson, Arizona 85749-8678
Email: ggmcclur@yahoo.com
Respondent

Copy of the foregoing hand-delivered
this 23RD day of May, 2019, to:

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

by: Sara Perkley
BFP/sab

EXHIBIT "A"

ELIZABETH A. STRANGE
First Assistant United States Attorney
District of Arizona
MONICA EDELSTEIN
Assistant U.S. Attorney
Arizona State Bar No. 023098
Two Renaissance Square
40 N. Central Ave., Suite 1800
Phoenix, Arizona 85004-4408
Telephone: 602-514-7500
Email: Monica.Edelstein@usdoj.gov
Attorneys for Plaintiff

FILED ___ LODGED X
RECEIVED ___ COPY
JAN 15 2019
CLERK U S DISTRICT COURT
DISTRICT OF ARIZONA
BY DEPUTY

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF ARIZONA

United States of America, Plaintiff, vs. Gregory Enos McClure Defendant.	CR-19-00051-PHX-GMS **PLEA AGREEMENT**

Plaintiff, United States of America, and the defendant, GREGORY E. MCCLURE, hereby agree to dispose of this matter on the following terms and conditions:

1. PLEA

The defendant will plead guilty to Count One of the Information charging the defendant with a violation of 18 United States Code (U.S.C.) § 1957, Transactional Money Laundering, a Class D felony offense.

2. MAXIMUM PENALTIES

a. A violation of 18 U.S.C. § 1957, is punishable by a maximum fine of $250,000.00, a maximum term of imprisonment of 10 years, or both, and a term of supervised release of 3 years. A maximum term of probation is five years.

b. According to the Sentencing Guidelines issued pursuant to the Sentencing Reform Act of 1984, the Court shall order the defendant to:

(1) make restitution to any victim of the offense pursuant to 18 U.S.C. § 3663 and/or 3663A, unless the Court determines that restitution would not be appropriate;

(2) pay a fine pursuant to 18 U.S.C. § 3572, unless the Court finds that a fine is not appropriate;

(3) serve a term of supervised release when required by statute or when a sentence of imprisonment of more than one year is imposed (with the understanding that the Court may impose a term of supervised release in all other cases); and

(4) pay upon conviction a $100 special assessment for each felony count to which the defendant pleads guilty.

c. The Court is required to consider the Sentencing Guidelines in determining the defendant's sentence. However, the Sentencing Guidelines are advisory, and the Court is free to exercise its discretion to impose any reasonable sentence up to the maximum set by statute for the crime(s) of conviction, unless there are stipulations to the contrary that the Court accepts.

3. **AGREEMENTS REGARDING SENTENCING**

a. Stipulation-Loss. Pursuant to Fed. R. Crim. P. 11(c)(1)(C), the United States and the defendant stipulate that the loss associated with the defendant's unlawful conduct as it related to the money laundering charge in the Information is $1,339,252.69.

b. Stipulation. The United States does not take a position with respect to whether any specific sentencing enhancements apply to the defendant's conduct in this case. However, if the Court were to determine that a specific enhancement were to apply, pursuant to Fed. R. Crim. P. 11(c)(1)(C), the United States and the defendant stipulate that the United States will move for a concurrent level variance.

c. Restitution. Pursuant to 18 U.S.C. § 3663 and/or 3663A, the defendant specifically agrees to pay full restitution, regardless of the resulting loss amount but in no event more than $1,339,252.69.00, to all victims directly or proximately harmed by the defendant's "relevant conduct," including conduct pertaining to any dismissed counts or

uncharged conduct, as defined by U.S.S.G. § 1B1.3, regardless of whether such conduct constitutes an "offense" under 18 U.S.C. §§ 2259, 3663 or 3663A. The defendant understands that such restitution will be included in the Court's Order of Judgment and that an unanticipated restitution amount will not serve as grounds to withdraw the defendant's guilty plea or to withdraw from this plea agreement.

d. Assets and Financial Responsibility. The defendant shall make a full accounting of all assets in which the defendant has any legal or equitable interest. The defendant shall not (and shall not aid or abet any other party to) sell, hide, waste, spend, or transfer any such assets or property before sentencing, without the prior approval of the United States (provided, however, that no prior approval will be required for routine, day-to-day expenditures). The defendant also expressly authorizes the United States Attorney's Office to immediately obtain a credit report as to the defendant in order to evaluate the defendant's ability to satisfy any financial obligation imposed by the Court. The defendant also shall make full disclosure of all current and projected assets to the U.S. Probation Office immediately and prior to the termination of the defendant's supervised release or probation, such disclosures to be shared with the U.S. Attorney's Office, including the Financial Litigation Unit, for any purpose. Finally, the defendant shall participate in the Inmate Financial Responsibility Program to fulfill all financial obligations due and owing under this agreement and the law.

e. Acceptance of Responsibility. If the defendant makes full and complete disclosure to the U.S. Probation Office of the circumstances surrounding the defendant's commission of the offense, and if the defendant demonstrates an acceptance of responsibility for this offense up to and including the time of sentencing, the United States will recommend a two-level reduction in the applicable Sentencing Guidelines offense level pursuant to U.S.S.G. § 3E1.1(a). If the defendant has an offense level of 16 or more, the United States will move the Court for an additional one-level reduction in the applicable Sentencing Guidelines offense level pursuant to U.S.S.G. § 3E1.1(b).

4. AGREEMENT TO DISMISS OR NOT TO PROSECUTE

a. This office shall not prosecute the defendant for any offenses committed by the defendant, and known by the United States, related to defendant's conduct involving Boomtown Management, LLC and its related entities.

b. This agreement does not, in any manner, restrict the actions of the United States in any other district or bind any other United States Attorney's Office.

5. COURT APPROVAL REQUIRED; REINSTITUTION OF PROSECUTION

a. If the Court, after reviewing this plea agreement, concludes that any provision contained herein is inappropriate, it may reject the plea agreement and give the defendant the opportunity to withdraw the guilty plea in accordance with Fed. R. Crim. P. 11(c)(5).

b. If the defendant's guilty plea or plea agreement is rejected, withdrawn, vacated, or reversed at any time, this agreement shall be null and void, the United States shall be free to prosecute the defendant for all crimes of which it then has knowledge and any charges that have been dismissed because of this plea agreement shall automatically be reinstated. In such event, the defendant waives any and all objections, motions, and defenses based upon the Statute of Limitations, the Speedy Trial Act, or constitutional restrictions in bringing later charges or proceedings. The defendant understands that any statements made at the time of the defendant's change of plea or sentencing may be used against the defendant in any subsequent hearing, trial, or proceeding subject to the limitations of Fed. R. Evid. 410.

6. WAIVER OF DEFENSES AND APPEAL RIGHTS

The defendant waives (1) any and all motions, defenses, probable cause determinations, and objections that the defendant could assert to the indictment or information; and (2) any right to file an appeal, any collateral attack, and any other writ or motion that challenges the conviction, an order of restitution or forfeiture, the entry of judgment against the defendant, or any aspect of the defendant's sentence, including the manner in which the sentence is determined, including but not limited to any appeals under

18 U.S.C. § 3742 (sentencing appeals) and motions under 28 U.S.C. §§ 2241 and 2255 (habeas petitions), and any right to file a motion for modification of sentence, including under 18 U.S.C. § 3582(c). This waiver shall result in the dismissal of any appeal, collateral attack, or other motion the defendant might file challenging the conviction, order of restitution or forfeiture, or sentence in this case. This waiver shall not be construed to bar an otherwise-preserved claim of ineffective assistance of counsel or of "prosecutorial misconduct" (as that term is defined by Section II.B of Ariz. Ethics Op. 15-01 (2015)).

7. DISCLOSURE OF INFORMATION

a. The United States retains the unrestricted right to provide information and make any and all statements it deems appropriate to the U.S. Probation Office and to the Court in connection with the case.

b. Any information, statements, documents, and evidence that the defendant provides to the United States pursuant to this agreement may be used against the defendant at any time.

c. The defendant shall cooperate fully with the U.S. Probation Office. Such cooperation shall include providing complete and truthful responses to questions posed by the U.S. Probation Office including, but not limited to, questions relating to:

(1) criminal convictions, history of drug abuse, and mental illness; and

(2) financial information, including present financial assets or liabilities that relate to the ability of the defendant to pay a fine or restitution.

8. FORFEITURE, CIVIL, AND ADMINISTRATIVE PROCEEDINGS

a. Nothing in this agreement shall be construed to protect the defendant from administrative or civil forfeiture proceedings or prohibit the United States from proceeding with and/or initiating an action for civil forfeiture. Pursuant to 18 U.S.C. § 3613, all monetary penalties, including restitution imposed by the Court, shall be due immediately upon judgment, shall be subject to immediate enforcement by the United States, and shall be submitted to the Treasury Offset Program so that any federal payment or transfer of returned property the defendant receives may be offset and applied to federal debts (which

offset will not affect the periodic payment schedule). If the Court imposes a schedule of payments, the schedule of payments shall be merely a schedule of minimum payments and shall not be a limitation on the methods available to the United States to enforce the judgment.

9. ELEMENTS

Transactional Money Laundering

18 U.S.C. § 1957

On or about May 18, 2015, in the District of Arizona, and elsewhere:

1. The defendant knowingly engaged or attempted to engage in a monetary transaction;
2. The defendant knew the transaction involved criminally derived property;
3. The property had a value greater than $10,000;
4. The property was, in fact, derived from wire fraud; and
5. The transaction occurred in the United States.

10. FACTUAL BASIS

a. The defendant admits that the following facts are true and that if this matter were to proceed to trial the United States could prove the following facts beyond a reasonable doubt:

b. The defendant is an attorney licensed to practice law in Arizona. Boomtown Management, LLC ("Boomtown"), is an Arizona corporation that owned and operated various restaurants throughout the United States called Toby Keith's I Love This Bar and Grill. In or about 2010, the defendant began working for Boomtown full-time as in-house counsel. The defendant's salary varied but by 2015, he was paid a weekly salary of $4,040.00. As part of the defendant's job, he had access to business bank accounts associated with the operation of Boomtown and its related entities including JPMorgan Chase checking account ending in 0999. On or about March 20, 2015, the defendant opened bank account ending in 1506 in the name of FGB Marketing, LLC ("FGB Marketing") at JPMorgan Chase. The original purpose of the account was to receive

marketing incentives from alcohol distributors associated with the restaurant locations. The defendant was the only person with signature authority of the FGB Marketing account and began to use the account to funnel money out of Boomtown for his own use without authorization. From March 20, 2015 through September 8, 2015, a total of $1,485,450.00 was deposited into the FGB Marketing account through check deposits or online banking transfers. On or about May 18, 2015, the defendant electronically transferred $65,000.00 from the Boomtown account to the FGB Marketing account. A short time later, on or about May 26, the defendant withdrew $40,000.00 in cash from the FGB Marketing account. The defendant primarily transferred money out of the Boomtown accounts to his account in order to gamble at local casinos. Between May and September 2015, the defendant embezzled $1,339,353.69 and utilized the majority of the funds to gamble.

c. The defendant shall swear under oath to the accuracy of this statement and, if the defendant should be called upon to testify about this matter in the future, any intentional material inconsistencies in the defendant's testimony may subject the defendant to additional penalties for perjury or false swearing, which may be enforced by the United States under this agreement.

APPROVAL AND ACCEPTANCE OF THE DEFENDANT

I have read the entire plea agreement with the assistance of my attorney. I understand each of its provisions and I voluntarily agree to it.

I have discussed the case and my constitutional and other rights with my attorney. I understand that by entering my plea of guilty I shall waive my rights to plead not guilty, to trial by jury, to confront, cross-examine, and compel the attendance of witnesses, to present evidence in my defense, to remain silent and refuse to be a witness against myself by asserting my privilege against self-incrimination, all with the assistance of counsel, and to be presumed innocent until proven guilty beyond a reasonable doubt.

I agree to enter my guilty plea as indicated above on the terms and conditions set forth in this agreement.

I have been advised by my attorney of the nature of the charges to which I am entering my guilty plea. I have further been advised by my attorney of the nature and range of the possible sentence and that my ultimate sentence shall be determined by the Court after consideration of the advisory Sentencing Guidelines.

My guilty plea is not the result of force, threats, assurances, or promises, other than the promises contained in this agreement. I voluntarily agree to the provisions of this agreement and I agree to be bound according to its provisions.

I understand that if I am granted probation or placed on supervised release by the Court, the terms and conditions of such probation/supervised release are subject to modification at any time. I further understand that if I violate any of the conditions of my probation/supervised release, my probation/supervised release may be revoked and upon such revocation, notwithstanding any other provision of this agreement, I may be required to serve a term of imprisonment or my sentence otherwise may be altered.

This written plea agreement, and any written addenda filed as attachments to this plea agreement, contain all the terms and conditions of the plea. Any additional agreements, if any such agreements exist, shall be recorded in a separate document and may be filed with the Court under seal; accordingly, additional agreements, if any, may not be in the public record.

I further agree that promises, including any predictions as to the Sentencing Guideline range or to any Sentencing Guideline factors that will apply, made by anyone (including my attorney) that are not contained within this written plea agreement, are null and void and have no force and effect.

I am satisfied that my defense attorney has represented me in a competent manner.

I fully understand the terms and conditions of this plea agreement. I am not now using or under the influence of any drug, medication, liquor, or other intoxicant or

depressant that would impair my ability to fully understand the terms and conditions of this plea agreement.

1/15/2019
Date

GREGORY E. MCCLURE
Defendant

APPROVAL OF DEFENSE COUNSEL

I have discussed this case and the plea agreement with my client in detail and have advised the defendant of all matters within the scope of Fed. R. Crim. P. 11, the constitutional and other rights of an accused, the factual basis for and the nature of the offense to which the guilty plea will be entered, possible defenses, and the consequences of the guilty plea including the maximum statutory sentence possible. I have further discussed the concept of the advisory Sentencing Guidelines with the defendant. No assurances, promises, or representations have been given to me or to the defendant by the United States or any of its representatives that are not contained in this written agreement. I concur in the entry of the plea as indicated above and that the terms and conditions set forth in this agreement are in the best interests of my client. I agree to make a bona fide effort to ensure that the guilty plea is entered in accordance with all the requirements of Fed. R. Crim. P. 11.

1/16/19
Date

JAMES PARK
Attorney for Defendant

APPROVAL OF THE UNITED STATES

I have reviewed this matter and the plea agreement. I agree on behalf of the United States that the terms and conditions set forth herein are appropriate and are in the best interests of justice.

ELIZABETH A. STRANGE
First Assistant United States Attorney
District of Arizona

1/15/19
Date

M Edelstein
MONICA EDELSTEIN
Assistant U.S. Attorney

ACCEPTANCE BY THE COURT

Date

HON.
United States District Judge

EXHIBIT “B”

Statement of Costs and Expenses

In the Matter of a suspended Member of the State Bar of Arizona,
GREGORY E. McCLURE Bar No. 022587, Respondent

File No(s). 19-1232

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 "C"

BEFORE THE PRESIDING DISCIPLINARY JUDGE

IN THE MATTER OF A SUSPENDED MEMBER OF THE STATE BAR OF ARIZONA,	**PDJ 2019-_____**
GREGORY E. MCCLURE, Bar No. 022587,	**JUDGMENT OF DISBARMENT**
Respondent.	State Bar No. 19-1232

Pursuant to Rule 57, Ariz. R. Sup. Ct., the parties filed with the disciplinary clerk a Consent to Disbarment (Consent). The Consent being in compliance with Rule 57(a)(5) and the Presiding Disciplinary Judge having considered it,

Now therefore,

IT IS ORDERED accepting the Consent and disbarring Respondent, Gregory E. McClure, Bar No. 022587, 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 remains subject to the jurisdiction of the court.

IT IS FURTHER ORDERED Respondent shall immediately comply with the requirements of Rule 72, Ariz. R. Sup. Ct. which include, but are not limited to, notification of clients and others and filing all notices and affidavits required.

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

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

DATED this _____ day of _____, 2019.

_____
William J. O'Neil, Presiding Disciplinary Judge

Copies of the foregoing mailed/emailed
this _____ day of May, 2019.

Gregory E. McClure, Bar No. 022587,
12325 East Horsehead Road
Tucson, Arizona 85749-8678
Telephone: 480-213-8123
Email: ggmcclur@yahoo.com
Respondent

Bradley F. Perry
Staff Bar Counsel
State Bar of Arizona
4201 N. 24th Street, Suite 100
Phoenix, Arizona 85016-6266
Email: LRO@staff.azbar.org

by:_____