

**BEFORE THE PRESIDING DISCIPLINARY
JUDGE**

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

**BRUCE D. BRIDEGROOM,
Bar No. 002649**

Respondent.

PDJ 2015-9070

FINAL JUDGMENT AND ORDER

[State Bar No. 14-2635]

FILED NOVEMBER 24, 2015

The Presiding Disciplinary Judge of the Supreme Court of Arizona, having reviewed the Revised Agreement for Discipline by Consent filed on September 28, 2015, pursuant to Rule 57(a), Ariz. R. Sup. Ct., hereby accepts the parties' proposed agreement. Accordingly:

IT IS ORDERED Respondent, **Bruce D. Bridegroom**, is reprimanded for his conduct in violation of the Arizona Rules of Professional Conduct, as outlined in the consent documents, effective immediately.

IT IS FURTHER ORDERED Mr. Bridegroom shall be placed on probation for a period of one (1) year effective the date of this order.

IT IS FURTHER ORDERED Mr. Bridegroom shall attend a Trust Account Ethics Enhancement Program (TAEEP). Mr. Bridegroom shall contact the State Bar Compliance Monitor at (602) 340-7258, within ten (10) days from the date of this order, to schedule attendance at the next available class. Mr. Bridegroom shall be responsible for the cost of attending the program. After completing TAEEP, Mr. Bridegroom may request early termination of his probation.

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 thirty (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. Bridegroom 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 connection with these disciplinary proceedings.

DATED this 24th day of November, 2015.

William J. O'Neil

William J. O'Neil, Presiding Disciplinary Judge

Copies of the foregoing mailed/emailed
this 24th day of November, 2015.

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Counsel for Respondent

Lawyer Regulation Records Manager
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by: MSmith

**BEFORE THE PRESIDING DISCIPLINARY
JUDGE**

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

BRUCE D. BRIDEGROOM,
Bar No. 002649

Respondent.

No. PDJ-2015-9070

**DECISION ACCEPTING
REVISED AGREEMENT FOR
DISCIPLINE BY CONSENT
WITH SUPPLEMENTATION**

[State Bar File No. 14-2635]

FILED NOVEMBER 24, 2015

A Probable Cause Order was issued June 23, 2015. No formal complaint has been filed. On July 27, 2015, an Agreement for Discipline by Consent (Agreement) was filed by the parties. By Order of the Presiding Disciplinary Judge (PDJ) filed August 7, 2015, that Agreement was rejected.

A Revised Agreement (Revised Agreement) was filed on September 28, 2015, and submitted under Rule 57(a)(3), Ariz. R. Sup. Ct.¹ On October 7, 2015, that agreement was rejected, but which concluded, “[T]he parties are not precluded from filing a subsequent agreement that addresses the above mentioned concerns within 10 days from this Order.” On November 6, 2015, Counsel for Mr. Bridegroom moved for hearing on revised agreement for discipline by consent, substantively supplementing the record.

¹ Unless stated otherwise, all rules referenced are the Arizona Rules of the Supreme Court.

The central issue of the rejection of the revised agreement was the absence of sufficient information to allay the concerns which the first and second agreement raised. The thirty nine (39) page motion details that information and underscores it with multiple exhibits. While the motion for hearing is denied, the revised agreement has been supplemented and is accepted. Rule 57(a)(2) 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.

IT IS ORDERED incorporating the Revised Agreement, the Motion for Hearing on Revised Agreement for Discipline by Consent and any supporting documents by this reference. The agreed upon sanction is reprimand with probation for one year and completion of TAEPP and costs of \$1,200.

IT IS FURTHER ORDERED the Revised Agreement is accepted. Costs as submitted are approved for \$1,200.00 and are to be paid within thirty (30) days. A final judgment and order is signed this date.

DATED this 24th day of November, 2015.

William J. O'Neil

William J. O'Neil, Presiding Disciplinary Judge

Copies of the foregoing mailed/emailed
this 24th day of November, 2015.

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OFFICE OF THE
PRESIDING DISCIPLINARY JUDGE
SUPREME COURT OF ARIZONA
SEP 28 2015
FILED 
BY _____

Bruce D. Bridegroom, Bar No. 002649
Bridegroom & Hayes
1656 N. Columbus
Tucson, AZ 85712-3498
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Respondent

**BEFORE THE PRESIDING DISCIPLINARY
JUDGE**

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

**BRUCE D. BRIDEGROOM,
Bar No. 002649**

Respondent.

PDJ 2015-9070
State Bar File Nos. 14-2635

**REVISED AGREEMENT FOR
DISCIPLINE BY CONSENT**

The State Bar of Arizona, through undersigned bar counsel, and respondent, Bruce D. Bridegroom, who has chosen not to seek the assistance of counsel, hereby submit their second agreement for discipline by consent, pursuant to Rule 57(a), Ariz. R. Sup. Ct. On August 7, 2015, the Presiding Disciplinary Judge rejected the parties July 27, 2015 consent agreement, without prejudice to refile. A probable cause order was entered on June 23, 2015, 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.

The State Bar is the complainant in this matter, therefore no notice of this agreement is required pursuant to Rule 53(b)(3), Ariz. R. Sup. Ct.

Respondent conditionally admits that his conduct, as set forth below, violated Rule 42, ERs 1.5(c), 1.15(a), and Rule 43. Upon acceptance of this agreement, Respondent agrees to accept imposition of the following discipline: reprimand, one year probation, and attend the State Bar's trust account ethics enhancement program (TAEEP). 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 as **Exhibit A**².

FACTS

GENERAL ALLEGATIONS

1. Respondent was licensed to practice law in Arizona on September 26, 1970.

COUNT ONE (File no. 14-2635/State Bar of Arizona)

2. The State Bar received an insufficient funds notice on Respondent's client trust account (IOLTA). On August 15, 2014, check number 22471 for \$3,000 attempted to pay against the account when the balance was \$1,106.43. The bank paid the check, and charged a \$35 overdraft fee leaving the account with a negative balance of \$1,928.57.

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.

² Exhibit A is a duplicate of the original that was filed with the parties July 27, 2015, consent agreement.

3. The August 15, 2014, overdraft involved Respondent's clients, W.C. and S.C. Respondent, 71 years old at the time, was a friend of W.C. and S.C. and had represented them in the past. W.C. was a union electrician and is married to S.C. W.C. and S.C. have 3 young children. W.C. was 28 as of the date of a motorcycle-vehicle collision which took place on May 3, 2013. Both W.C. and S.C. suffered serious injuries at the time of the accident. The primary damage was to their legs. W.C. had three breaks in a femur and two breaks in a tibia, and a break in his left shoulder. As a result of his injuries, he has two permanent rods and a screw in his body. S.C. broke three metatarsals, broke an ankle and sustained damage to a femur. She now has a permanent rod in her femur. Neither suffered from diminished capacity. Their medical bills from the accident were approximately \$287,000.00.

4. W.C. and S.C. also had other creditors not related to the accident, and owed those creditor's a total of about \$35,000.00. One of the creditor's, Wells Fargo, filed a lawsuit for \$25,044.86 plus costs shortly after the date of the accident because W.C. defaulted on a credit card agreement.

5. Respondent and W.C. and S.C. entered into a contingent fee agreement on May 7, 2013. The contingent fee agreement provided that Respondent would receive 25% of the recovery of their claim. The adverse party was insured by Nationwide Insurance. The personal injury portion of the case was settled in early September 2013 for \$200,000.00, the policy limits. On September 12, 2013, Respondent disbursed \$45,000.00 to the Respondents and \$15,000.00 to himself. **[Exhibit B, trust account daily balance]**

6. The \$200,000.00 recovery was not enough to pay W.C. and S.C.'s medical bills arising from the accident nor was it enough to pay their remaining

creditors. On October 2, 2013, Respondent settled the pending lawsuit against W.C. and S.C., with their permission, by paying Wells Fargo \$15,100.00 from the settlement money. [**Exhibit B**] Respondent did not charge W.C. and S.C. for his representation of them on this matter.

7. Between September 12, 2013, and September 16, 2013, Respondent sent letters to the major medical creditors offering to settle W.C. and S.C. debts to them for 60% of what was owed to them. None of the medical creditors had been given liens by W.C. and S.C. and were not entitled to any statutory liens. None of the offers were accepted by the medical creditors.

8. Respondent failed to notify the medical creditors or other creditors when he received the settlement money, as required by the ethical rules, and he did not notify them when he eventually disbursed money to W.C. and S.C, also required by the ethical rules. W.C and S.C are aware that the medical bills are outstanding and are their responsibility. [**Exhibit D**, list of medical creditors].

9. In December 2013, Respondent handled an extreme DUI for client S.C. The result was that S.C. had to pay a fine of \$2,554.00 to Tucson City Court. [**Exhibit B**] On December 31, 2013, W.C and S.C. approved the payment of the fine money from the settlement money. Respondent did not charge S.C. any money for the representation.

10. In April 2014, W.C. and S.C. told Respondent that they were moving from their home in Vail, Arizona to Fairbanks, Alaska. Their intention was to permanently move and to obtain employment in Fairbanks, Alaska. W.C. and S.C. had equity in their home, but were behind in their payments. After a discussion with W.C. and S.C., W.C. and S.C. agreed to Respondent helping them save their home

from foreclosure and fix it up for the purpose of selling it. The discussions between Respondent, W.C., and S.C. were mostly verbal.

11. On April 21, 2014, Respondent disbursed \$4,280.53 from the settlement funds to Green Tree, the lienholder on W.C. and S.C.'s residence, in order to prevent a foreclosure. **[Exhibit B]** W.C. and S.C. left the details of saving their home from foreclosure and fixing it up for sale to Respondent. W.C. and S.C. were anxious to leave for Alaska in order to arrive in time for summer and good weather. On the same date, Respondent disbursed \$6,000.00 to W.C. and S.C. to help them get to Fairbanks, and \$2,000.00 to himself.

12. Respondent settled W.C. and S.C.'s personal property claim for \$10,988.48 on or about June 18, 2014. Prior to settling the claim, he compromised the debt on W.C.'s 2008 Harley Davidson motorcycle for \$6,000.00 instead of \$6,988.00, the amount owed. The \$6,000.00 was paid to Harley Davidson Credit Corporation on April 25, 2014 from the settlement funds. Around June 18, 2014, Respondent disbursed \$10,988.48 to W.C. and S.C. **[Exhibit B]**

13. Between April 25, 2014 and August 15, 2014, Respondent made 24 disbursements from the IOLTA for labor and materials for the purpose of fixing up W.C. and S.C.'s home in Vail. **[Exhibit C, trust account entries organized by payee.]** The payments were necessary to clean up, repair, re-carpet, and to repaint W.C. and S.C.'s property at 13250 E. Mineta Ridge Dr. in Vail, Arizona and prepare it for sale. The entire home was repainted and the roof was repaired. This work was done with the verbal authorizations given in April 2014 to Respondent, to Blanca Guerra (W.C. and S.C.'s realtor), and to Jesse Garlick (W.C. and S.C.'s best friend) who had construction experience.

14. Among other services Respondent provided to W.C. and S.C., he helped clean up their property prior to W.C. and S.C. selling it. Respondent paid himself from the IOLTA for labor, materials, and the use of his truck at a rate of \$10 per hour, which is approximately the amount of the minimum wage for labor. [**Exhibit C**]

15. The home in Vail, Arizona was sold on August 15, 2014, by Realty Executives. W.C. and S.C. received \$21,918.23 from the sale proceeds. These sums were paid to W.C. and S.C. from Title Security and not from the IOLTA.

16. W.C. and S.C. were unable to obtain employment in Fairbanks. They decided to return to Tucson in late June 2014 and asked their realtor to help find them another home.

17. On July 2, 2014 Respondent, upon request from W.C. and S.C., wrote a \$50,000 check from the settlement funds to Title Security for the purpose of purchasing a mobile home and lot on 4½ acres east of Vail free and clear of liens.

18. On August 20, 2014, Respondent wrote a check for \$600.00 from the IOLTA to Pima County Justice Court in order to pay a fine levied against W.C. for violation of animal laws. Respondent once again represented W.C. without charge. [**Exhibit B**]

19. The overdraft in the IOLTA was caused because Respondent failed to take into account three withdrawals from the IOLTA that he then converted to cashier's checks³, and by failing to regularly check the IOLTA bank statements.

³ 10/03/2013, 05/23/2014, 05/29/2014.

Respondent failed to use pre-numbered checks or an electronic transfer when he made the three withdrawals.

20. The \$188.09 balance in the IOLTA on September 1, 2013, were funds he had deposited years ago when he opened the account.

21. Respondent does not have an individual account ledger for W.C. and S.C., or for any other client.⁴

22. Respondent did not perform monthly reconciliations from September 2013 through August 2014.

23. Respondent's duplicate deposit slips do not identify the name of the client(s) on whose behalf funds were deposited.

24. Respondent did not remove his earned fees from the IOLTA when payable and he effectively used his IOLTA as a checking account for clients W.C. and S.C. If this matter were to proceed to hearing, Respondent would testify that he had been friends with W.C and S.C. for a few years before he began to represent them. Because they needed representation on other legal matters Respondent paid himself in increments because he believed that his representation of them was not over and he did not want to pay himself in full as long as his services were still needed.

25. Respondent did not pay the health care providers from the settlement because they would not accept 60% of what was owed. Instead, Respondent gave the clients all of the settlement proceeds that were left after he took his fee.

26. Respondent initially failed to provide the clients with a settlement statement that is required by ER 1.5(c). Respondent did not initially provide W.C.

⁴ Exhibits B and C were created by the trust account examiner.

and S.C. with a settlement statement because he was previously unaware of ER 1.5(c). After being advised of his duty to do so, Respondent provided the settlement statement to W.C and S.C.

27. If this matter were to proceed to a hearing, W.C. would testify as follows:

W.C has known Respondent for a few years. He first hired Respondent for his motorcycle personal injury matter, and since then Respondent has represented him in a number of cases. Originally, he and his wife planned to stay in Arizona, but then they went to Fairbanks, AK to start fresh. Respondent helped with several financial issues, such as selling his house, legal services regarding dog fines, and a civil trial. Respondent also represented him in a Wells Fargo suit on a credit card debt and represented his wife on a DUI charge.

W.C. knows that the medical bills are still up for discussion with the providers, and they remain unpaid. He does not know what the medical providers are willing to settle for, but it is not something they are pursuing with him at this time.

W.C. was aware of the money that Respondent paid himself, what Respondent gave to him while he and his wife were struggling, and what the expenses were to fix up his home to sell it. He knew the house needed carpet and needed to be painted; that his belongings were still in the house, and that there was trash outside that needed to be cleaned up. He knows that Respondent had to use funds from the personal injury settlement to fix-up the house so they could sell it. Respondent also brought the house payment current so it would not be subject to foreclosure. W.C. and Respondent discussed the hourly rate for labor, but he doesn't recall specifics. W.C. trusted Respondent's judgment regarding the repairs to the home and he was okay with paying Respondent \$10 an hour for any work that Respondent personally completed. He was also okay with Respondent hiring third-parties to complete work on the house to prepare it for sale.

W.C is completely satisfied with the work Respondent did; he feels that Respondent is a very honest and a professional man. Respondent looked out for his best interests and not the bottom-line money that Respondent would get paid. In the cases other than the personal injury matter, Respondent represented him without compensation. He trusts Respondent and believes he did a wonderful job in representing them.

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 ERs 1.5(c), 1.15(a), and Rule 43.

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 so Respondent can attend the State Bar's trust account ethics enhancement program (TAEEP). After completing TAEEP, Respondent may request early termination of his probation.

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 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. Respondent would testify that he did not initially provide the client with a written statement as required by ER 1.5(c), because he was unaware of the requirement. Respondent acknowledges that he does not maintain individual client ledgers for any of his clients or an administrative funds ledger. Respondent's duplicate deposit slips do not identify the name of the client(s) on whose behalf funds were deposited. Respondent acknowledges that he does not have any monthly reconciliations for the period of September 2013 through August 2014. Respondent acknowledges that if he had done monthly reconciliations he would not have overdrawn the account. Respondent's checkbook register does not include the unexpended balance after each transaction. Respondent failed to use pre-numbered check or an electronic transfer when he made three withdrawals from the IOLTA during the period of review. The withdrawals were then converted to cashier's check and the audit trail was lost. Because he used cashier's checks, Respondent would be unable to determine whether the intended payee of the funds actually received the funds unless he followed-up with each payee to confirm receipt.

The duty violated

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

The lawyer's mental state

For purposes of this agreement the parties agree that Respondent's handling of the IOLTA, and thus the clients' funds, was negligent and his 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 client.

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(i): Substantial experience in the practice of law; Respondent was admitted practice on September 26, 1970.

In mitigation:

Standard 9.32(a): Absence of a prior disciplinary record and absence of a dishonest or selfish motive.

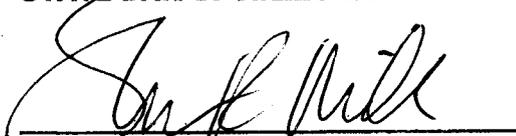
The parties conditionally agree that, upon application of the aggravating and mitigating factors to the facts of this case, the presumptive sanction of reprimand and probation is appropriate.

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 Probation and Reprimand and the imposition of costs and expenses. A proposed form order is attached hereto as **Exhibit E**.

DATED this 28th day of September 2015

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.

DATED this 24th day of September, 2015.



Bruce D. Bridegroom
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 28th day of September 2015.

Copies of the foregoing mailed/emailed
this 28th day of September 2015 to:

Bruce D. Bridegroom
Bridegroom & Hayes
1656 N Columbus
Tucson, AZ 85712-3498
Email: bruce.bridegroom@azbar.org
Respondent

Copy of the foregoing emailed
this 28th day of September, 2015, to:

William J. O'Neil
Presiding Disciplinary Judge
Supreme Court of Arizona
Email: officepdj@courts.az.gov

Copy of the foregoing hand-delivered
this 28th day of September, 2015, to:

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

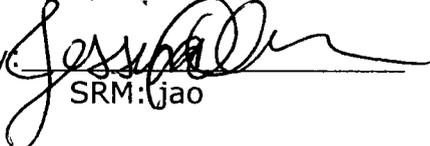
by: 
SRM:jao

EXHIBIT A

Statement of Costs and Expenses

In the Matter of a Member of the State Bar of Arizona,
Bruce D. Bridegroom, Bar No. 002649, Respondent

File No. 14-2635

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.

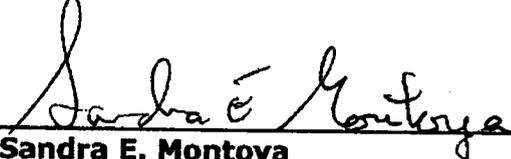
***General Administrative Expenses
for above-numbered proceedings***

\$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



Sandra E. Montoya
Lawyer Regulation Records Manager

7-27-15
Date

EXHIBIT B

Bridegroom Daily Balance 14-2635
Wells Fargo Bank Trust Account - 1520
01/07/2015 GJB

Date	Debit	Credit	Balance	Description	Payable to	Client
09/01/13			\$188.09	Beginning Balance		Admin Funds
09/12/13		\$200,000.00	\$200,188.09	Deposit	Payor: Nationwide Insurance	Chong
09/30/13	\$5,000.00		\$195,188.09		22427 Wesley and Sarah Chong - PI Settlement	Chong
09/30/13	\$40,000.00		\$155,188.09		22426 Wesley and Sarah Chong - PI Settlement	Chong
09/30/13	\$15,000.00		\$140,188.09		22428 Bruce D. Bridegroom - legal fees	Chong
09/30/13		\$2.18	\$140,190.27	Interest Payment		
09/30/13	\$2.18		\$140,188.09	Interest Transfer		
10/03/13	\$15,100.00		\$125,088.09	Withdrawal - Cashier's Check	Payable to Jaburg & Wilk	Chong
10/31/13		\$2.88	\$125,090.97	Interest Payment		
10/31/13	\$2.88		\$125,088.09	Interest Transfer		
11/29/13		\$2.78	\$125,090.87	Interest Payment		
11/29/13	\$2.78		\$125,088.09	Interest Transfer		
12/27/13	\$4,946.00		\$120,142.09		22430 Wesley Chong - disbursement	Chong
12/31/13	\$2,554.00		\$117,588.09		22429 Tucson City Court - TR 13024193	Chong
12/31/13	\$2,500.00		\$115,088.09		22431 Bruce D. Bridegroom - fees	Chong
12/31/13		\$2.84	\$115,090.93	Interest Payment		
12/31/13	\$2.84		\$115,088.09	Interest Transfer		
01/31/14		\$2.64	\$115,090.73	Interest Payment		
01/31/14	\$2.64		\$115,088.09	Interest Transfer		
02/28/14		\$2.38	\$115,090.47	Interest Payment		
02/28/14	\$2.38		\$115,088.09	Interest Transfer		
03/31/14		\$2.64	\$115,090.73	Interest Payment		
03/31/14	\$2.64		\$115,088.09	Interest Transfer		
04/21/14	\$6,000.00		\$109,088.09		22433 Bruce D. Bridegroom - Wesley and Sarah Chong	Chong
04/21/14	\$2,000.00		\$107,088.09		22434 Bruce D. Bridegroom - fees	Chong
04/22/14	\$4,268.83		\$102,819.26	Green Tree (Check #22432 converted to cashier's check)	Lienholder	Chong
04/22/14	\$12.00		\$102,807.26	Speedpay		Chong
04/25/14	\$360.00		\$102,447.26		22435 Blanca Guerra - labor and materials	Chong
04/25/14	\$2,000.00		\$100,447.26		22437 Bruce D. Bridegroom - fees	Chong
04/25/14	\$6,000.00		\$94,447.26		22436 Harley Davidson Credit Corp	Chong
04/30/14	\$200.00		\$94,247.26		22438 Blanca Guerra - labor and materials	Chong
04/30/14		\$2.43	\$94,249.69	Interest Payment		
04/30/14	\$2.43		\$94,247.26	Interest Transfer		
05/01/14	\$450.00		\$93,797.26		22439 Blanca Guerra - labor and materials	Chong
05/05/14	\$400.00		\$93,397.26		22440 Blanca Guerra - labor and materials	Chong
05/06/14	\$450.00		\$92,947.26		22441 Bruce D. Bridegroom - labor and materials	Chong
05/08/14	\$500.00		\$92,447.26		22442 Bruce D. Bridegroom - labor and materials	Chong
05/15/14	\$200.00		\$92,247.26		22444 Bruce D. Bridegroom - labor and materials	Chong
05/16/14	\$180.00		\$92,067.26		22445 John Dunlap - labor and materials	Chong
05/22/14	\$1,500.00		\$90,567.26		22443 Green Tree - 681072161	Chong
05/23/14	\$4,000.00		\$86,567.26	Withdrawal	Cashier's Check to Chong	Chong
05/28/14	\$500.00		\$86,067.26		22446 Blanca Guerra - labor and materials	Chong

Date	Debit	Credit	Balance	Description	Payable to	Client
05/29/14	\$4,850.00		\$81,217.26	Withdrawal	Cashier's Check to Empire Today	Chong
05/30/14	\$1,333.00		\$79,884.26		22447 Bruce D. Bridegroom - fees	Chong
05/30/14	\$320.00		\$79,564.26		22448 John Dunlap - labor and materials	Chong
05/30/14		\$2.07	\$79,566.33	Interest Payment		
05/30/14	\$2.07		\$79,564.26	Interest Transfer		
06/18/14	\$426.00		\$79,138.26		22449 Jesse Garlick - labor and materials	Chong
					Bruce D. Bridegroom - City of Vail (reimbursement for water bill)	
06/20/14	\$445.03		\$78,693.23		22451 payment for credit card	Chong
06/23/14	\$200.00		\$78,493.23		22450 Blanca Guerra - labor and materials	Chong
06/24/14	\$1,250.00		\$77,243.23		22452 Bruce D. Bridegroom - fees	Chong
06/26/14	\$1,250.00		\$75,993.23		22453 Bruce D. Bridegroom - fees	Chong
06/30/14		\$1.75	\$75,994.98	Interest Payment		
06/30/14	\$1.75		\$75,993.23	Interest Transfer		
07/02/14	\$50,000.00		\$25,993.23		22455 Title Security - illegible	Chong
07/02/14	\$12,500.00		\$13,493.23		22456 Bruce D. Bridegroom - fees	Chong
07/04/14	\$140.00		\$13,353.23		22457 Jonathan Dunlap - labor and materials	Chong
07/14/14	\$400.00		\$12,953.23		22454 Blanca Guerra - labor and materials	Chong
07/17/14	\$300.00		\$12,653.23		22458 Bruce D. Bridegroom - labor and materials	Chong
07/18/14	\$3,000.00		\$9,653.23		22460 Bruce D. Bridegroom - fees	Chong
07/21/14	\$160.00		\$9,493.23		22462 Bruce D. Bridegroom - labor and materials	Chong
07/21/14	\$257.00		\$9,236.23		22459 Jesse Garlick - labor and materials	Chong
07/21/14	\$146.80		\$9,089.43		22461 TEP - 13250 E Minnetta Ridge - electric bill	Chong
07/23/14	\$80.00		\$9,009.43		22464 Bruce D. Bridegroom - labor and materials	Chong
07/24/14	\$100.00		\$8,909.43		22466 Bruce D. Bridegroom - labor and materials	Chong
07/24/14	\$300.00		\$8,609.43		22465 Blanca Guerra - labor and materials	Chong
07/24/14	\$315.00		\$8,294.43		22463 Blanca Guerra - labor and materials	Chong
07/29/14	\$150.00		\$8,144.43		22467 Bruce D. Bridegroom - dump fees	Chong
07/29/14	\$5,500.00		\$1,644.43		22468 Bridegroom & Hayes - fees	Chong
07/31/14		\$0.29	\$1,644.72	Interest Payment		
07/31/14	\$0.29		\$1,644.43	Interest Transfer		
08/01/14	\$330.00		\$1,314.43		22469 Blanca Guerra - labor and materials	Chong
08/08/14	\$208.00		\$1,106.43		22470 Jesse Garlick - labor and materials	Chong
08/15/14	\$3,000.00		(\$1,893.57)		22471 Jesse Garlick - labor and materials	Chong
08/18/14	\$35.00		(\$1,928.57)	NSF Fee		Admin Funds
08/19/14		\$3,200.00	\$1,271.43	Deposit		Chong
08/21/14	\$56.42		\$1,215.01		22472 TEP - 13250 E Minnetta Ridge	Chong
08/22/14	\$600.00		\$615.01		22474 Pima County Justice Court - CR14-405331	Chong
08/29/14		\$0.02	\$615.03	Interest Payment		Chong
08/29/14	\$0.02		\$615.01	Interest Transfer		

EXHIBIT C

Bridegroom Daily Balance 14-2635
Wells Fargo Bank Trust Account - 1520
SORTED BY PAYEE
01/07/2015 GJB

Date	Debit	Credit	Balance	Description	Payable to	Client	Category
04/23/14	\$360.00				22435 Blanca Guerra - labor and materials	Chong	Labor & Mat to 3rd party
04/30/14	\$200.00				22438 Blanca Guerra - labor and materials	Chong	Labor & Mat to 3rd party
05/01/14	\$450.00				22439 Blanca Guerra - labor and materials	Chong	Labor & Mat to 3rd party
05/05/14	\$400.00				22440 Blanca Guerra - labor and materials	Chong	Labor & Mat to 3rd party
05/16/14	\$180.00				22445 John Dunlap - labor and materials	Chong	Labor & Mat to 3rd party
05/28/14	\$500.00				22446 Blanca Guerra - labor and materials	Chong	Labor & Mat to 3rd party
05/30/14	\$320.00				22448 John Dunlap - labor and materials	Chong	Labor & Mat to 3rd party
06/18/14	\$426.00				22449 Jesse Garlick - labor and materials	Chong	Labor & Mat to 3rd party
06/23/14	\$200.00				22450 Blanca Guerra - labor and materials	Chong	Labor & Mat to 3rd party
07/04/14	\$140.00				22454 Jonathan Dunlap - labor and materials	Chong	Labor & Mat to 3rd party
07/14/14	\$400.00				22457 Blanca Guerra - labor and materials	Chong	Labor & Mat to 3rd party
07/21/14	\$257.00				22459 Jesse Garlick - labor and materials	Chong	Labor & Mat to 3rd party
07/24/14	\$300.00				22465 Blanca Guerra - labor and materials	Chong	Labor & Mat to 3rd party
07/24/14	\$315.00				22463 Blanca Guerra - labor and materials	Chong	Labor & Mat to 3rd party
08/01/14	\$330.00				22469 Blanca Guerra - labor and materials	Chong	Labor & Mat to 3rd party
08/08/14	\$208.00				22470 Jesse Garlick - labor and materials	Chong	Labor & Mat to 3rd party
08/15/14	\$3,000.00				22471 Jesse Garlick - labor and materials	Chong	Labor & Mat to 3rd party
09/30/13	\$15,000.00				22478 Bruce D. Bridegroom - legal fees	Chong	Legal Fees
12/31/13	\$2,500.00				22431 Bruce D. Bridegroom - fees	Chong	Legal Fees
04/21/14	\$2,000.00				22434 Bruce D. Bridegroom - fees	Chong	Legal Fees
04/25/14	\$2,000.00				22437 Bruce D. Bridegroom - fees	Chong	Legal Fees
05/30/14	\$1,333.00				22447 Bruce D. Bridegroom - fees	Chong	Legal Fees
06/24/14	\$1,250.00				22452 Bruce D. Bridegroom - fees	Chong	Legal Fees
06/26/14	\$1,250.00				22453 Bruce D. Bridegroom - fees	Chong	Legal Fees
07/02/14	\$12,500.00				22456 Bruce D. Bridegroom - fees	Chong	Legal Fees
07/18/14	\$3,000.00				22460 Bruce D. Bridegroom - fees	Chong	Legal Fees
07/29/14	\$6,500.00				22468 Bridegroom & Hayes - fees	Chong	Legal Fees
10/03/13	\$15,100.00				Withdrawal - Cashier's Check	Chong	Other - Debt
12/31/13	\$2,554.00				Payable to Jaburg & Wilk	Chong	Other - Debt
					Tucson City Court - TR 13024193		
04/22/14	\$4,268.83				Lienholder	Chong	Other - Debt
04/22/14	\$12.00				Green Tree (Check #22432 converted to cashier's check)	Chong	Other - Debt
04/25/14	\$6,000.00				Speedpay	Chong	Other - Debt
05/22/14	\$1,500.00				22436 Harley Davidson Credit Corp	Chong	Other - Debt
05/29/14	\$4,850.00				22443 Green Tree - 681072161	Chong	Other - Debt
					Cashier's Check to Empire Today	Chong	Other - Debt
					Bruce D. Bridegroom - City of Vail (reimbursement to Bridegroom for credit card payment for water bill)	Chong	Other - Utility
06/20/14	\$445.03				22451	Chong	Other - Utility
07/02/14	\$50,000.00				22455 Title Security - illegible	Chong	Other - Debt
07/21/14	\$146.80				22461 TEP - 13250 E Minneta Ridge - electric bill	Chong	Other - Utility
08/21/14	\$56.42				22472 TEP - 13250 E Minneta Ridge	Chong	Other - Utility
08/22/14	\$600.00				22474 Pima County Justice Court - CR14-405331	Chong	Other - Debt
05/06/14	\$450.00				22441 Bruce D. Bridegroom - labor and materials	Chong	Labor & Mat to Bridegroom
05/08/14	\$500.00				22442 Bruce D. Bridegroom - labor and materials	Chong	Labor & Mat to Bridegroom
05/15/14	\$200.00				22444 Bruce D. Bridegroom - labor and materials	Chong	Labor & Mat to Bridegroom
07/17/14	\$300.00				22458 Bruce D. Bridegroom - labor and materials	Chong	Labor & Mat to Bridegroom
07/21/14	\$160.00				22462 Bruce D. Bridegroom - labor and materials	Chong	Labor & Mat to Bridegroom
07/23/14	\$80.00				22464 Bruce D. Bridegroom - labor and materials	Chong	Labor & Mat to Bridegroom
07/24/14	\$100.00				22466 Bruce D. Bridegroom - labor and materials	Chong	Labor & Mat to Bridegroom
07/29/14	\$150.00				22467 Bruce D. Bridegroom - dump fees	Chong	Labor & Mat to Bridegroom

Date	Debit	Credit	Balance	Description	Payable to	Client	Category
09/30/13	\$5,000.00						
09/30/13	\$40,000.00			22427 Wesley and Sarah Chong - PI Settlement	Wesley and Sarah Chong - PI Settlement	Chong	Payment to Client
12/27/13	\$4,946.00			22426 Wesley and Sarah Chong - PI Settlement	Wesley and Sarah Chong - PI Settlement	Chong	Payment to Client
04/21/14	\$6,000.00			22430 Wesley Chong - disbursement	Wesley Chong - disbursement	Chong	Payment to Client
05/23/14	\$4,000.00			22433 Bruce D. Bridgroom - Wesley and Sarah Chong	Bruce D. Bridgroom - Wesley and Sarah Chong	Chong	Payment to Client
09/12/13		\$200,000.00		Withdrawal	Cashier's Check to Chong	Chong	Payment to Client
08/19/14		\$3,200.00		Deposit	Payor: Nationwide Insurance	Chong	Deposit for Client
09/01/13				Deposit		Chong	Deposit from Client
09/18/14	\$35.00			Beginning Balance		Admin Funds	Admin Funds
				NSF Fee		Admin Funds	Admin Funds

EXHIBIT D

LIST OF MEDICAL CREDITORS

<u>Creditor</u>	<u>Patient</u>	<u>Bill</u>
Health South	W.C.	\$23,999.99
Health South	S.C.	\$24,521.35
University Medical Center	W.C.	\$96,252.15
University Medical Center	S.C.	\$79,386.70
University Physicians	W.C.	\$19,364.00
University Physicians	S.C.	\$19,065.00
Dr. Michael Alloway	W.C.	\$765.00
Dr. Michael Alloway	S.C.	\$660.00
Medical Transport	S.C.	\$21,604.97
Psiatry Associates	W.C.	\$1,315.00
Psiatry Associates	W.C.	<u>\$1,315.00</u>
TOTAL		\$288,249.16

EXHIBIT E

**BEFORE THE PRESIDING DISCIPLINARY
JUDGE**

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

Bruce D. Bridegroom,
Bar No. 002649,

Respondent.

PDJ 2015-9070

FINAL JUDGMENT AND ORDER

[State Bar No. 14-2635]

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

IT IS HEREBY ORDERED that Respondent, **Bruce D. Bridegroom**, is hereby reprimanded for his conduct in violation of the Arizona Rules of Professional Conduct, as outlined in the consent documents, effective immediately.

IT IS FURTHER ORDERED that Respondent shall be placed on probation for a period of one year.

IT IS FURTHER ORDERED that Respondent shall attend a Trust Account Ethics Enhancement Program (TAEED). Respondent shall contact the State Bar Compliance Monitor at (602) 340-7258, within 10 days from the date of service of this Order, to schedule attendance at the next available class. Respondent will be responsible for the cost of attending the program. After completing TAEED, Respondent may request early termination of his probation.

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 \$1,200.00, within 30 days from the date of service 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 September, 2015

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 September, 2015.

Copies of the foregoing mailed/mailed
this _____ day of September, 2015.

Bruce D. Bridegroom
Bridegroom & Hayes
1656 N. Columbus
Tucson, AZ 85712-3498
Email: bruce.bridegroom@azbar.org
Respondent

Copy of the foregoing emailed/hand-delivered
this ____ day of September, 2015, 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 September, 2015 to:

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

by: _____