

**BEFORE THE PRESIDING DISCIPLINARY
JUDGE**

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

FLORENCE BRUEMMER,
Bar No. 019691

Respondent.

PDJ-2016-9079

FINAL JUDGMENT AND ORDER

[State Bar File No. 15-3342]

FILED NOVEMBER 18, 2016

The Presiding Disciplinary Judge having reviewed the Agreement for Discipline by Consent filed on November 14, 2016, pursuant to Rule 57(a), Ariz. R. Sup. Ct., accepted the parties' proposed agreement.

Accordingly:

IT IS ORDERED Respondent, **Florence Bruemmer**, is reprimanded and placed on probation for one (1) year, for conduct in violation of the Arizona Rules of Professional Conduct.

IT IS FURTHER ORDERED Ms. Bruemmer shall be placed on probation for one (1) year as stated in the consent agreement commencing the date of this order.

IT IS FURTHER ORDERED as a term of probation, Ms. Bruemmer shall complete the CLE program "Candor, Courtesy, Confidences: Common Conundrums" within ninety (90) days from the date of this order. Ms. Bruemmer shall provide the State Bar Compliance Monitor with evidence of completion of that program by providing a copy of handwritten notes. Ms. Bruemmer shall contact the Compliance Monitor at (602) 340-7758 to make arrangements to submit this evidence. Ms. Bruemmer shall be responsible for the costs of that CLE.

IT IS FURTHER ORDERED Ms. Bruemmer shall pay the costs and expenses of the State Bar of Arizona for \$1,207.56 within thirty (30) days from the date of this order. If costs are not paid by that date, interest will accrue at the legal rate. There are no costs or expenses incurred by the disciplinary clerk and/or Presiding Disciplinary Judge's Office with these disciplinary proceedings.

DATED this 18th day of November, 2016.

William J. O'Neil

William J. O'Neil, Presiding Disciplinary Judge

Copies of the foregoing emailed this 18th day of November, 2016, and mailed November 21, 2016, to:

Counsel for State Bar

Nicole S. Kasetta
State Bar of Arizona
4201 N. 24th Street, Suite 100
Phoenix, AZ 85016-6266
Email: lro@staff.azbar.org

Counsel for Respondent

Donald Wilson, Jr.
Broening Oberg Woods & Wilson
P.O. Box 20527
Phoenix, AZ 85036
Email: dwj@bowwlaw.com

by: AMcQueen

**BEFORE THE PRESIDING DISCIPLINARY
JUDGE**

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

**FLORENCE BRUEMMER,
Bar No. 019691**

Respondent.

PDJ-2016-9079

**DECISION AND ORDER
ACCEPTING DISCIPLINE BY
CONSENT**

[State Bar No. 15-3342]

FILED NOVEMBER 18, 2016

The Presiding Disciplinary Judge (PDJ) held an initial case management conference on September 6, 2016. Staff Bar Counsel, Nicole S. Kasetta appeared through Hunter F. Perlmeter on behalf of the State Bar of Arizona. Florence Bruemmer appeared through counsel, Donald Wilson, Jr., *Broening Oberg Woods & Wilson*. The complaint was filed on August 3, 2016. The answer was filed on August 25, 2016.

An Agreement for Discipline by Consent (Agreement) was filed on November 14, 2016 and submitted under Rule 57(a) Ariz. R. Sup. Ct.¹ Upon filing such Agreement, the presiding disciplinary judge, "shall accept, reject, or recommend the agreement be modified." Rule 57(a)(3)(b).

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.

¹ Unless otherwise stated, all rule references are to the Rules of the Supreme Court of Arizona.

Pursuant to Rule 53(b)(3), notice of this Agreement was provided to the Complainant by letter dated October 14, 2016. Complainant was 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. The State Bar received no written objection from Complainant.

The Agreement details a factual basis to support the admissions to violations of Rule 42, ERs 3.2 (expediting litigation), 3.3 (candor towards the tribunal), and 8.4(d) (conduct prejudicial to the administration of justice). Ms. Bruemmer knew her client was submitting misleading statements to a Superior Court Judge and improperly withholding material information from the court. Those actions led the court to conclude her client had been paying required mortgage payments when he in fact had not and was intentionally permitting the home to be sold at foreclosure. She took no remedial action resulting in harm to the legal proceedings. The conduct of Ms. Bruemmer knowingly violated her duty to the legal system.

The parties submit in mitigation *Standard* 9.32(a), absence of prior disciplinary history and 9.32(e), full and free disclosure to the disciplinary board or cooperative attitude toward proceedings. Under *Standard* 9.22(i), the substantial experience in the practice of law by Ms. Bruemmer is an aggravating factor. Under *Standard* 6.12, *False Statements, Fraud, and Misrepresentation*, the presumptive sanction is suspension. The parties stipulate the mitigating factors outweigh the aggravating factor and agree to a reprimand with one (1) year probation (completion of specified CLE within ninety (90) days), plus payment of State Bar costs of \$1,207.56 within thirty (30) days.

The PDJ finds that the proposed sanction and payment of costs within thirty (30) days, meets the objectives of attorney discipline. As a result, all deadlines and scheduled hearings are vacated. The Agreement and any attachments are accepted and incorporated by this reference.

IT IS ORDERED Respondent, Florence Bruemmer, is reprimanded for 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 Ms. Bruemmer shall be placed on one (1) year of probation (complete continuing legal education program entitled: "Candor, Courtesy, Confidences: Common Conundrums) effective the date of this order.

IT IS FURTHER ORDERED Ms. Bruemmer shall pay the costs and expenses of the State Bar of Arizona of \$1,207.56, not later than December 19, 2016. If costs are not paid with thirty (30) days, interest will accrue at the legal rate. There are no costs or expenses incurred by the disciplinary clerk and/or Presiding Disciplinary Judge's Office with these disciplinary proceedings.

DATED this 18th day of November, 2016.

William J. O'Neil

William J. O'Neil, Presiding Disciplinary Judge

Copies of the foregoing emailed this 18th day of November, 2016, and mailed November 21, 2016, to:

Counsel for State Bar
Nicole S. Kasetta
State Bar of Arizona
4201 N. 24th Street, Suite 100
Phoenix, AZ 85016-6266
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Counsel for Respondent

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OFFICE OF THE
PRESIDING DISCIPLINARY JUDGE
SUPREME COURT OF ARIZONA

NOV 14 2016

FILED

BY



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Email: dwj@bowwlaw.com
Respondent's Counsel

**BEFORE THE PRESIDING DISCIPLINARY
JUDGE**

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

**FLORENCE BRUEMMER
Bar No. 019691**

Respondent.

PDJ 2016-9079

State Bar File Nos. **15-3342**

**AGREEMENT FOR DISCIPLINE BY
CONSENT**

The State Bar of Arizona, through undersigned Bar Counsel, and Respondent, Florence Bruemmer, who is represented in this matter by counsel, Donald Wilson Jr., hereby submit their Agreement for Discipline by Consent, pursuant to Rule 57(a), Ariz. R. Sup. Ct. 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., notice of this agreement was provided to the complainant by letter dated October 14, 2016. 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. The State Bar did not receive any written objection from Complainant.

Respondent conditionally admits that her conduct, as set forth below, violated Rule 42, ERs 3.2, 3.3., and 8.4(d). Upon acceptance of this agreement, Respondent agrees to accept imposition of the following discipline: Reprimand with one (1) year of probation to include completion of the continuing legal education (CLE) program "Candor, Courtesy, Confidences: Common Conundrums." 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 October 25, 1999.

COUNT ONE (File no. 15-3342/ Monte)

2. On June 26, 2001, Kara Monte (Kara) and Anthony Monte (Anthony) filed a consent decree dissolving their marriage and agreeing to joint custody of their son.

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.

3. Respondent represents Anthony Monte and has for approximately 15 years.

4. On December 12, 2006, Kara and Anthony entered a "Tenancy Agreement" whereby Anthony agreed to purchase a home "for the exclusive residency" of Kara and their son.

5. The Tenancy Agreement provides that "[b]oth parties acknowledge this agreement will be for the best interest of their son. . . ."

6. The Tenancy Agreement provides that Kara agrees to submit to certain conditions, including that "[n]o non-related males will reside in the house", she will not rent out rooms, and that any re-marriage dissolves the Tenancy Agreement.

7. The Tenancy Agreement provides that it terminates in June of 2017 but that Kara has the right to purchase the home from Anthony "for the price [Anthony] paid for said house" any time prior to June of 2017.

8. The Tenancy agreement provides that Anthony will be responsible for mortgage payments, taxes, insurance, and "all major repairs and major maintenance issues."

9. In December of 2006, Anthony purchased the home referenced in the Tenancy Agreement and Kara and her son commenced residing in it.

10. On August 14, 2014, Anthony filed a petition to modify existing orders regarding parenting time and legal decision making. Around the same time, Kara and Anthony's son started residing with Anthony.

11. On February 27, 2015, because Anthony believed the Tenancy Agreement terminated if their son no longer resided with Kara, Anthony served on

Kara a "Thirty Day Termination Notice" stating that that Kara must vacate the home by March 31, 2015.

12. Kara did not do so and continued to reside in the home.

13. In approximately March of 2015, Anthony stopped paying the mortgage on the home.

14. In March or April of 2015, Anthony informed Respondent that he stopped paying the mortgage on the home.

15. By March or April of 2015, Respondent knew that Anthony intended to permit the home to be sold at a foreclosure sale.

16. On June 1, 2015, the Maricopa County Superior Court (court) entered a minute entry granting Anthony sole legal-decision making and granting Kara parenting time.

17. In its June 1, 2015 minute entry, the court informed the parties that it would resolve a breach of contract claim that Kara asserted against Anthony involving the Tenancy Agreement if both parties consented to the court resolving such claim.

18. Both parties subsequently so consented.

19. On July 23, 2015, Kara filed a "position statement" addressing the Tenancy Agreement.

20. At this time, Kara was not aware that Anthony stopped paying the mortgage on the property.

21. In her position statement, Kara wrote that the Tenancy Agreement requires Anthony to make major repairs and that he has not done so.

22. On July 30, 2015, Respondent filed a response to Kara's position statement.

23. On August 3, 2015, the court ordered Kara to file an itemization of the damages that she sought as a result of the breach of the Tenancy Agreement and Anthony's failure to make repairs to the home.

24. On August 28, 2015, Kara did so and asserted that her damages were in excess of \$200,000.

25. On September 25, 2015, the court entered judgment in favor of Kara and against Anthony in the amount of approximately \$192,000 for home repairs.

26. On October 2, 2015, the court stayed this judgment and ordered Respondent to submit a response to Kara's itemization of damages.

27. On October 7, 2015, Respondent did so and requested an evidentiary hearing on the issue of damages.

28. In this response, Respondent argued that that the purpose of the Tenancy Agreement was to benefit the child, the child no longer lived with Kara, and that Anthony "has satisfied all requirements of the Tenancy Agreement of December 2006. . . ."

29. On October 8, 2015, the court scheduled an evidentiary hearing for October 28, 2015 in order to "assess, what, if any, damages are to be awarded."

30. On October 28, 2015, the court held an evidentiary hearing regarding damages.

31. Both Kara and Anthony testified during the evidentiary hearing.

32. Neither Kara nor Anthony testified about the status of the mortgage on the home.

33. Neither Respondent nor Anthony informed the court before or during the evidentiary hearing that Anthony stopped paying the mortgage on the home or that Anthony intended to let the home be sold at a foreclosure sale.

34. After the evidentiary hearing, Kara learned that Anthony stopped making the mortgage payments and that the home was scheduled for a foreclosure sale in January of 2016.

35. On November 3, 2015, Kara faxed a letter to the mortgage company stating: "Last week we had an evidentiary hearing where my ex-husband . . . failed to mention he had intentionally stopped making the mortgage payments. I was not made aware of this fact until after said hearing when I received a notice from the county regarding a trustee sale."

36. On November 4, 2015, not knowing about the missed mortgage payments, the court issued an under advisement ruling.

37. In the November 4, 2015 under advisement ruling, the court observed that, pursuant to the Tenancy Agreement, Anthony agreed to purchase the house for the exclusive use of Kara and their son and Anthony agreed to be responsible for mortgage payments, taxes, insurance, and all major repairs and maintenance.

38. In the November 4, 2015 under advisement ruling, the court observed that Anthony bought the house and paid the mortgage, taxes, and insurance.

39. The court found that Anthony was responsible for repairs totaling \$45,923.

40. Even though the court stated that Anthony paid the mortgage in its November 4, 2015 under advisement ruling, Respondent did not correct the court and inform the court of the missed mortgage payments at this time.

41. On November 20, 2015, Kara filed a motion for a new trial.

42. In the motion for new trial, Kara references newly discovered evidence consisting of Anthony failing to pay the mortgage since March of 2015, foreclosure proceedings being instituted, and a trustee sale being scheduled.

43. In the motion for new trial, Kara argued that this newly discovered evidence "was contrary to the evidence presented by [Anthony] at trial that he had been paying the mortgage on the residence."

44. In the motion for new trial, Kara requested that the court sanction Anthony for failing to disclose this evidence.

45. On January 5, 2016, Respondent filed a response to Kara's motion for new trial.

46. On January 19, 2016, the court entered a minute entry granting a new trial "as to the issue of missed mortgage payments."

47. In its January 19, 2016 minute entry, the court observed that Anthony was obligated to make mortgage payments under the Tenancy Agreement, that the court's November 4, 2015 minute entry found that he made those payments, and that "[a]t the time of trial, that did not seem to be in dispute." The court held that this "finding now appears to be in error, based on newly discovered evidence."

48. In its January 19, 2016 minute entry, the court found that evidence of the nonpayment was material and not known to Kara. The court wrote: "[Kara] had no reason to believe the mortgage was not current. [Anthony] certainly never gave her reason to believe that he was not paying the mortgage, as he was obligated to do. Anthony had an obligation to disclose his nonpayment to [Kara], in accordance with the duty of good faith and fair dealing attendant to every contract.

At trial, [Anthony] gave no indication that the mortgage was not current. The Court has reviewed [Anthony's] testimony. He never specifically testified that the loan was current, but he certainly never said it was in default. . . . He certainly created the impression that 'all was well' with the property. He gave no indication that there was a problem as serious as missed mortgage payments. Of course, the parties were arguing about necessary repairs. If the property was going to be foreclosed, repairs would be irrelevant to these parties. Homeowners do not normally put money into a residence which is about to be foreclosed."

49. In its January 19, 2016 minute entry, the court concluded that Anthony "was not candid at trial."

50. In its January 19, 2016 minute entry, the court concluded that a new trial was justified because Anthony's "lack of candor was misconduct." The court stated that the new trial would focus on mortgage payments and further stated: "If the evidence supports the notion that the property is going to be foreclosed, however, the entire damage model may change. If the property is foreclosed, repairs may not be relevant."

51. The court held the new trial on February 22, 2016.

52. During the new trial, the court confirmed with the parties that the home was still pending foreclosure.

53. On the same date as the new trial, the court entered a minute entry stating that the "damages model" has changed because the property is scheduled for a foreclosure.

54. In its February 22, 2016 minute entry, the court noted that "[n]o realistic steps are being made to reinstate the mortgage obligation or otherwise halt

the foreclosure sale" such that an award to Kara in the "full amount of the necessary major repairs and maintenance would be unfair and unjust."

55. In its February 22, 2016 minute entry, the court ordered that "the prior award of damages, dated November 4, 2015, based upon major repair and major maintenance items, is vacated."

56. In its February 22, 2016 minute entry, the court rejected Respondent's argument that the Tenancy Agreement was conditioned on the child living at the home because "there is absolutely no language in the Tenancy Agreement that conditions the obligation to pay on [the child] residing there."

57. In its February 22, 2016 minute entry, the court found that Anthony's failure to pay the mortgage damaged Kara and that Anthony had an "unconditional obligation to make the mortgage payment."

58. In its February 22, 2016 minute entry, the court stated: "[Anthony] could have saved everybody a lot of time and expense by simply fully disclosing the fact that he allowed the mortgage to go into default. By concealing the fact, he allowed one trial to be completed and necessitated a second trial. Had [Anthony] simply been forthcoming, this matter would have proceeded much more expeditiously."

59. The court calculated the damages as the mortgage/rental payments until June of 2017, when the Tenancy Agreement terminates.

60. The court also held that "it is appropriate for [Anthony] to pay some of [Kara's] attorneys' fees" because the failure to disclose that he did not make the mortgage payments "has resulted in an unnecessary expenditure of attorneys' fees."

61. The court ordered that Anthony pay \$5,000 in attorney fees.

62. Anthony appealed the court's February 22, 2016 minute entry. This appeal is still pending.

63. Kara subsequently reinstated the mortgage loan on the home and continues to reside in the home.

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 her conduct violated Rule 42, Ariz. R. Sup. Ct., specifically ERs 3.2, 3.3, and 8.4(d).

CONDITIONAL DISMISSALS

The State Bar has conditionally agreed to dismiss the ER 8.4(c) allegation in exchange for this consent and because ER 3.3 more accurately addresses the misconduct.

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 with one (1) year of probation to include completion of the CLE program "Candor, Courtesy, Confidences: Common Conundrums."

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

CLE

Respondent shall complete the CLE program "Candor, Courtesy, Confidences: Common Conundrums" within ninety (90) days from the date of entry of the final judgment and order. Respondent shall provide the State Bar Compliance Monitor with evidence of completion of the program by providing a copy of handwritten notes. Respondent shall contact the Compliance Monitor at (602) 340-7258 to make arrangements to submit this evidence. Respondent will be responsible for the costs 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 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.

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 6.12* is the appropriate *Standard* given the facts and circumstances of this matter. *Standard 6.12* provides: "Suspension is generally appropriate when a lawyer knows that false statements or documents are being submitted to the court or that material information is improperly being withheld, and takes no remedial action, and causes injury or potential injury to a party to the legal proceeding, or causes an adverse or potentially adverse effect on the legal proceeding." Respondent knew that material information was improperly being withheld from the court, i.e. that Anthony stopped making the mortgage payments and intended to permit the home to be sold at a foreclosure sale, but took no remedial action and did not otherwise inform the court of the same. As a result, Respondent caused harmed to the legal proceedings in that the court had to hold a second trial on damages.

The duty violated

As described above, Respondent's conduct violated her duty to the legal system.

The lawyer's mental state

For purposes of this agreement, the parties agree that Respondent acted knowingly when she failed to inform the court of the missed mortgage payments and intended foreclosure and that this 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 actual harm to the legal system.

Aggravating and mitigating circumstances

The presumptive sanction in this matter is suspension. 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 has been licensed to practice law in Arizona since 1999.

In mitigation:

Standard 9.32(a), absence of a prior disciplinary history.

Standard 9.32(e), full and free disclosure to disciplinary board or cooperative attitude toward proceedings.

Discussion

The parties have conditionally agreed that, upon application of the aggravating and mitigating factors to the facts of this case, the presumptive sanction should be mitigated to a reprimand.

This agreement was based on the following: While the presumptive sanction is a suspension, the State Bar gives great weight to Respondent's lack of a disciplinary history and her cooperative attitude toward these proceedings. Additionally, Respondent states that she failed disclose the missed mortgage payments and intended foreclosure to the court because she interpreted the Tenancy Agreement as terminating when Kara's son no longer lived with her, that she had no reason not to disclose the missed mortgage payments and intended foreclosure, and because she believed that the "Thirty Day Termination Notice" that Anthony served on Kara constituted notice to Kara that Anthony no longer intended to continue to provide to her a home.

Given Respondent's lack of disciplinary history, the State Bar believes that the sanction of a reprimand and probation (CLE) will protect the public and serve the purpose of lawyer discipline.

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

CONCLUSION

The object of lawyer discipline is not to punish the lawyer, but to protect the public, the profession and the administration of justice. *Peasley, supra* at ¶ 64, 90 P.3d at 778. Recognizing that determination of the appropriate sanction is the prerogative of the Presiding Disciplinary Judge, the State Bar and Respondent believe that the objectives of discipline will be met by the imposition of the proposed sanction of a reprimand with one (1) year of probation (CLE) and the imposition of costs and expenses. A proposed form order is attached hereto as Exhibit B.

DATED this 14th day of November, 2016.

STATE BAR OF ARIZONA

Nicole S. Kaset
Staff Bar Counsel

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

DATED this 31 day of October, 2016.

Florence Bruemmer
Respondent

DATED this 10 day of November, 2016.

Broening Oberg Woods & Wilson PC

Donald Wilson, Jr.
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 14th day of November, 2016.

Copy of the foregoing emailed
this 14th day of November, 2016 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 14th day of November, 2016, to:

Donald Wilson, Jr.
Broening Oberg Woods & Wilson PC
PO Box 20527
1122 E. Jefferson
Phoenix, AZ 85036-0527
Email: dwj@bowwlaw.com
Respondent's Counsel

Copy of the foregoing hand-delivered
this 14th day of November, 2016, to:

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

by: Karen E. Calcano
NSK/kec

EXHIBIT A

Statement of Costs and Expenses

In the Matter of a Member of the State Bar of Arizona,
Florence Bruemmer ,Bar No. 019691, Respondent

File No. 15-3342

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

03/21/16 Investigator Mileage to Law Library \$ 7.56

Total for staff investigator charges \$ 7.56

TOTAL COSTS AND EXPENSES INCURRED **\$1,207.56**

EXHIBIT B

**BEFORE THE PRESIDING DISCIPLINARY
JUDGE**

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

FLORENCE BRUEMMER,
Bar No. 019691,

Respondent.

PDJ 2016-9079

FINAL JUDGMENT AND ORDER

[State Bar No. 15-3342]

The undersigned Presiding Disciplinary Judge of the Supreme Court of Arizona, having reviewed the Agreement for Discipline by Consent filed on November____, 2016, pursuant to Rule 57(a), Ariz. R. Sup. Ct., hereby accepts the parties' proposed agreement. Accordingly:

IT IS HEREBY ORDERED that Respondent, **Florence Bruemmer**, is hereby reprimanded for her conduct in violation of the Arizona Rules of Professional Conduct, as outlined in the consent documents.

IT IS FURTHER ORDERED that Respondent shall be placed on probation for a period of one (1) year. The period of probation shall commence upon entry of this final judgment and order and will conclude one (1) year from that date.

IT IS FURTHER ORDERED that, as a term of probation, Respondent shall complete the CLE program "Candor, Courtesy, Confidences: Common Conundrums." within ninety (90) days from the date of entry of the final judgment and order. Respondent shall provide the State Bar Compliance Monitor with evidence of completion of the program by providing a copy of handwritten notes. Respondent shall

contact the Compliance Monitor at (602) 340-7258 to make arrangements to submit this evidence. Respondent will be responsible for the costs 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 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 that Respondent pay the costs and expenses of the State Bar of Arizona in the amount of \$1,207.56, 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 November, 2016.

William J. O'Neil, Presiding Disciplinary Judge

Original filed with the Disciplinary Clerk of
the Office of the Presiding Disciplinary Judge
of the Supreme Court of Arizona
this _____ day of November, 2016.

Copies of the foregoing mailed/emailed
this _____ day of November, 2016, to:

Donald Wilson, Jr.
Broening Oberg Woods & Wilson PC
PO Box 20527
1122 E. Jefferson
Phoenix, AZ 85036-0527
Email: dwj@bowwlaw.com
Respondent's Counsel

Copy of the foregoing emailed/hand-delivered
this _____ day of November, 2016, to:

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

Copy of the foregoing hand-delivered
this _____ day of November, 2016 to:

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

by: _____