

**BEFORE THE PRESIDING DISCIPLINARY  
JUDGE**

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

**KEVIN M. VAN NORMAN,  
Bar No. 012585**

Respondent.

**PDJ-2015-9044**

**FINAL JUDGMENT AND ORDER**

[State Bar No. 14-2106]

**FILED MAY 22, 2015**

The Presiding Disciplinary Judge of the Supreme Court of Arizona, having reviewed the Agreement for Discipline by Consent filed on May 18, 2015, pursuant to Rule 57(a), Ariz. R. Sup. Ct., hereby accepts the parties' proposed agreement. Accordingly:

**IT IS HEREBY ORDERED** Respondent, **Kevin M. Van Norman**, is reprimanded effective the date of this order for his 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 year.

**IT IS FURTHER ORDERED** during the probation period, Respondent shall complete the following terms and conditions of probation:

**LOMAP**

Respondent shall contact the State Bar Compliance Monitor at (602) 340-7258, within 10 days of the date of the final judgment and order. Respondent shall submit to

a LOMAP examination of his office's procedures, including, but not limited to, compliance with ER 1.15 and Rule 43, Ariz. R. Sup. Ct. Respondent shall sign terms and conditions of participation, including reporting requirements, which shall be incorporated herein. The probation period will commence at the time of the entry of the judgment and order and will conclude one (1) year from that date. Respondent shall be responsible for any costs associated with LOMAP.

**TAEEP**

Respondent shall attend a half-day Trust Account Ethics Enhancement Program ("TAEEP"). Respondent shall contact the State Bar Compliance Monitor at (602) 340-7258, within 10 days from the date of the final judgment and order, to schedule attendance at the next available class. Respondent will be responsible for the cost of attending the program.

**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. 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 22nd day of May, 2015.

*William J. O'Neil*

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

Copies of the foregoing mailed/emailed  
this 22nd day of May, 2015.

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Respondent's Counsel

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by: [JAlbright](#)

OFFICE OF THE  
PRESIDING DISCIPLINARY JUDGE  
SUPREME COURT OF ARIZONA  
MAY 18 2015  
BY *df* FILED

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Respondent's Counsel

**BEFORE THE PRESIDING DISCIPLINARY  
JUDGE**

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

**KEVIN M. VAN NORMAN,  
Bar No. 012585**

Respondent.

**PDJ-2015 -9044**

**AGREEMENT FOR DISCIPLINE BY  
CONSENT**

State Bar File No. **14-2106**

The State Bar of Arizona ("State Bar"), through undersigned Bar Counsel, and Respondent, Kevin M. Van Norman, who is represented in this matter by counsel, Ralph W. Adams, hereby submit their Agreement for Discipline by Consent, pursuant to Rule 57(a), Ariz. R. Sup. Ct. The parties reached an agreement for discipline by consent before the matter was submitted to the Attorney Discipline Probable Cause Committee; therefore, there is no order of probable cause. 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 and, 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 1.15(a), 1.15(d), and Rules 43(a), 43(b)(1)(A), 43(b)(1)(C), 43(b)(2)(B), and 43(b)(2)(C). Upon acceptance of this agreement, Respondent agrees to accept imposition of the following discipline: Reprimand, followed by one year of probation and participation in the Law Office Management Assistance Program ("LOMAP") and the 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.<sup>1</sup> 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 July 11, 1989.

### **COUNT ONE (File no. 14-2106)**

2. On June 18, 2014, check number 3519 in the amount of \$8,933.28, check number 3520 in the amount of \$973.50, and check number 3521 in the amount of \$1,526.50 attempted to pay against Respondent's trust account when the

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<sup>1</sup> 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.

balance was \$8,504.58. The bank paid the checks and did not charge an overdraft fee leaving the account with a negative balance of \$2,928.70.

3. On June 30, 2014, Respondent self-reported to the State Bar this overdraft. Respondent stated that the overdraft was the result of an inadvertent error in depositing funds into his operating account instead of his IOLTA. Respondent further stated that he corrected the error as soon as he discovered it by transferring the deposit to his IOLTA.

4. On or about July 8, 2014, the trust account examiner sent Respondent a screening letter and requested an explanation of the overdraft and copies of the related mandatory records.

5. On or about July 17, 2014, Respondent provided the requested information with exceptions and explained that the occurrence of the overdraft was the result of a deposit error. Respondent explained that he mistakenly used a deposit slip for the general account; however, the three checks in the deposit were correctly stamped with the IOLTA endorsement.

6. On or about September 23, 2014, the trust account examiner sent Respondent an initial request for additional information and asked Respondent for a breakdown of the balance held in his IOLTA by client.

7. On or about November 11, 2014, Respondent submitted his response with exceptions to the trust account examiner's September 23, 2014 request for additional information. Respondent stated that the IOLTA balance as of June 30, 2014 was \$44,531.48 and the breakdown by client was as follows: (A) \$2,222.50 for client K.F.; (B) \$2,000 for client M.M.; (C) \$16,657 for client D.S.; and (D) a January 1, 2012 balance of \$17,730.74 for a total of \$41,110.24. Respondent

stated that there was one outstanding check, check no. 3314 for \$3,421.24, which brought the balance in the account to \$44,531.48.

8. Respondent further stated that the deposit of funds from his operating account on behalf of client M.S. in the amount of \$2,500 on June 30, 2014 refers to a client who paid one cashier's check that included both fees and costs. Respondent acknowledged that his firm incorrectly deposited the check to his general account and then transferred the funds to the trust account.

9. By initially depositing this check into his general account, Respondent temporarily commingled client funds within the general account.

10. Respondent also acknowledged that some errors were made in depositing funds to the wrong account and that funds remained in the trust account after those funds should have been transferred. Respondent explained that he engaged in significant measures to identify and rectify all accounting mistakes by retaining the services of an accounting firm ("REDW") to review his records and prepare an accounting so that he could provide the State Bar with his response. Respondent states that he further engaged REDW to review all prior records to identify the \$17,730.74.

11. On January 12, 2015, Respondent submitted a response to the trust account examiner, addressing the balance of \$17,730.74 held in the IOLTA as of January 1, 2012. Respondent stated that REDW reviewed his client matters and IOLTA records, performed a reconstruction of the IOLTA from January 1, 2009 to June 30, 2014, and reported the following: (A) \$21,379.50 is the total identified and reconciled on open matters by client; (B) \$189.51 is the total of net prior overpayments from the IOLTA to be reimbursed to the IOLTA by Respondent's firm;

(C) \$2,000 is identified as a deposit to the IOLTA in error to be paid from the IOLTA to Respondent's firm; (D) \$5,137.24 is the total of old uncashed outstanding checks to be rewritten to the payee or turned over to Arizona Unclaimed Personal Property Division; (E) \$12,418.01 is the total of unidentified IOLTA balance prior to January 1, 2009, which REDW determined is likely fees earned by Respondent's firm that were never transferred out of the IOLTA to Respondent's law firm; and (F) \$40,745.24 is the reconciled bank balance as of June 30, 2014.

12. Respondent stated that REDW discussed with him and his employees the maintenance of the IOLTA records along with the three-way reconciliation of their client matters. Additionally, Respondent stated that REDW would perform periodic IOLTA records review to further ensure that proper procedures are followed and that client funds are properly safeguarded.

13. On February 5, 2015, the trust account examiner sent Respondent a second request for additional information.

14. On February 10, 2015, Respondent provided an update on his continuing efforts to identify and remediate his IOLTA issues. Respondent wrote that he made the following refunds and transfers in accordance with REDW's reconstruction: (A) refunded the balance of client funds to client K.F. for \$2,222.50; (B) transferred \$189.51 on January 9, 2015 from his general account to his trust account for accounts under/overpaid; (C) transferred \$2,000 on January 9, 2015 from his trust account to his general account for client M.M. These funds were correctly deposited into the trust account; however, the payment was made from the general account and the funds were not previously transferred from his trust account to his general account; (D) transferred \$33,414.25 in client funds on

January 16, 2015 from his existing IOLTA to a new IOLTA at U.S. Bank upon the recommendation of REDW, which consists of \$1,757.25 for client M.S., \$16,657 for client D.S. for which he was negotiating liens, and \$15,000 for client J.D. for which he was negotiating liens; and (E) REDW was providing Respondent's staff training on Quicken and would periodically monitor/audit the IOLTA.

15. Respondent informed the trust account examiner that the register balance in the prior IOLTA is now \$17,920.25 which consists of identified uncashed checks (\$5,502.24) and \$12,418.01, which REDW identified as likely earned fees that pre-date 2009. Respondent stated that his firm has neither transferred nor disbursed the funds that were marked as identified uncashed checks by client matter or the \$12,418.01. REDW identified the payee and case reference regarding the uncashed checks. Respondent further informed the trust account examiner that he intended to keep his prior IOLTA account open until all the recently disbursed checks written in 2014 have cleared and there has been a determination regarding the appropriate distribution of the remaining uncashed checks and unidentified funds.

16. Respondent failed to complete proper trust account monthly three-way reconciliations on a contemporaneous basis for an indeterminate period of time. If Respondent had completed timely monthly reconciliations, there would be no occurrence of unidentified funds in the IOLTA or uncashed, stale-dated checks.

17. Respondent's reconstructed monthly three-way reconciliations covering the period of January 2009 through June 2014 balance and these reconstructions revealed the following issues: (A) Stale-dated checks totaling \$5,502.24 including check no. 1169 issued on June 2, 1997 for \$15 payable to P.W., check no. 1192 issued on July 30, 1997 for \$49.50 payable to the clerk of the court for client C,

check no. 1671 issued on December 6, 2002 for \$4,881.10 payable to Recover Management System for client R.M., check no. 2456 issued on June 28, 2007 for \$38.15 payable to Scottsdale Diagnostic Imaging for client I.H, check no. 2779 issued on September 19, 2008 for \$59.79 payable to Professional Rehabilitation for client G.L., check no. 2797 issued on November 12, 2008 for \$93.70 payable to American Physicians for client C.K., and check no. 3103 issued on August 26, 2010 for \$365 payable to Ostler Chiropractic for client T.B.; (B) Client A.D. maintained a residual balance of \$.99 from February 2009 through January 2015. Client A.D. was underpaid by the \$.99; (C) Client T.J. maintained an ongoing negative balance of \$.50 from August 2010 through January 2015. Client A.D. was overpaid by the \$.50; (D) Client D.C. maintained an ongoing negative balance of \$190.00 from November 2011 through January 2015. Client D.C. was overpaid by the \$190; (E) Client M.K. incurred a negative balance of \$.03 on or about August 15, 2011, which was corrected on or about September 6, 2011; and (F) Client K.F. maintained an ongoing balance of \$2,222.50 from May 2014 through January 2015. Respondent issued a refund to this client around January of 2015.

18. On February 24, 2015, Respondent provided his response to the trust account examiner's February 5, 2015 request for additional information. When asked what measures Respondent took to address several stale-dated checks that remain outstanding, some dating back to 1997, Respondent admitted that he did not take any action regarding these stale-dated checks because the errors were previously unknown to him. When asked to provide copies of documentation that supports that the residual balance of \$12,418.01 is unidentified by client but represents earned fees, Respondent stated that REDW oversaw the entire

reconstruction of the IOLTA and that REDW's conclusion that the funds are likely earned fees is based on the historic accuracy in maintaining the account—i.e. the fact that individual client account ledgers were accurately maintained with a few exceptions from January 1, 2009 through June 30, 2014.

19. If supporting documentation existed to substantiate that these funds indeed belonged to Respondent then Respondent commingled earned funds in his IOLTA for an indeterminate period of time for an indeterminate number of clients.

20. In his February 24, 2015 response, Respondent reiterated that REDW reconstructed the IOLTA from January 1, 2009 to June 30, 2014, has overseen the maintenance of the account to the current date, and all funds have been properly accounted for with the exception of \$12,418.01 which REDW believes is earned fees. With regard to further reconstruction, Respondent stated that he has access to Quicken accounting activity from September 12, 1996 to December 31, 2001. However, the bank statements are not available so REDW cannot perform the reconciliation for that period.

21. Additionally, Respondent stated that he has Quicken accounting activity and bank statements from January 1, 2001 through December 31, 2008 so a reconstruction of the individual client ledgers and three-way reconciliations for this time period could be accomplished. However, REDW estimated the time to reconstruct the IOLTA is approximately 10-12 hours per year for seven years at a fee estimate of \$9,000 to \$10,000. Respondent stated that further reconstruction does not appear to be warranted based on REDW's conclusion that the funds are likely earned fees and given the amount of time the funds have been in the account without any client or third party raising any issue relating to these funds.

22. On February 27, 2015, the trust account examiner sent Respondent a third request for additional information. Respondent responded on March 3, 2015.

23. When asked how the individual client ledgers were reconstructed, Respondent wrote they were contemporaneously maintained from actual source documents using Quicken.

24. Respondent's reconstructed individual client ledgers do not include the payor for funds deposited or the actual payees for funds disbursed. The individual client ledgers submitted on November 4, 2014 for the period of June 2014 included the actual payees for funds disbursed but not the payor for funds deposited. Additionally, the reconstructed individual client ledgers and general ledger indicate that check no. 3515 was recorded as 3315 in error, check no. 3519 was recorded as 3319 in error, check no. 3516 was recorded as 3316 in error, check no. 3518 was recorded as 3318 in error, check no. 3521 was recorded as 3321 in error, and check no. 3520 was recorded as 3320 in error.

25. On or about March 18, 2015, the trust account examiner requested that Respondent provide copies of each reconciliation to the sum total of all individual client ledgers from 2009 through 2014. Respondent provided the requested information on March 27, 2015 and April 6, 2015.

26. The trust account examiner's investigation revealed that Respondent converted client funds, including in the following instances: (A) On or about June 18, 2014, check no. 3516 in the amount of \$8,526.90 and check no. 3519 in the amount of \$8,933.28 written on behalf of client J.B. cleared the IOLTA. At the time the checks cleared the account, there were no funds held on deposit in the account for client J.B. The deficient balance was remedied through an online transfer of

funds from Respondent's operating account on June 19, 2014. Respondent converted other client funds for approximately one day; (B) On or about June 18, 2014, check no. 3520 in the amount of \$973.50 and check no. 3521 in the amount of \$1,526.50 written on behalf of client B.M. cleared the IOLTA. At the time the checks cleared the account, there were no funds held on deposit in the account for client B.M. The deficient balance was remedied through an online transfer of funds from the operating account on June 19, 2014. Respondent converted other client funds for approximately one day; and (C) On or about June 18, 2014, check no. 3513 in the amount of \$8,483.40 and check no. 3515 in the amount of \$13,095.36 written on behalf of client E.M. cleared the IOLTA. At the time the checks cleared the account, there were no funds held on deposit in the account for client E.M. The deficient balance was remedied through an online transfer of funds from Respondent's operating account on June 19, 2014. Respondent converted other client funds for approximately one day.

### **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 1.15(a) and 1.15(d), and Rules 43(a), 43(b)(1)(A), 43(b)(1)(C), 43(b)(2)(B), and 43(b)(2)(C), Ariz. R. Sup. Ct.

### **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, followed by one year of probation and participation in the Law Office Management Assistance Program ("LOMAP") and Trust Account Ethics Enhancement Program ("TAEEP").

### **LOMAP**

Respondent shall contact the State Bar Compliance Monitor at (602) 340-7258, within 10 days of the date of the final judgment and order. Respondent shall submit to a LOMAP examination of his office's procedures, including, but not limited to, compliance with ER 1.15 and Rule 43, Ariz. R. Sup. Ct. Respondent shall sign terms and conditions of participation, including reporting requirements, which shall be incorporated herein. The probation period will commence at the time of the entry of the judgment and order and will conclude one (1) year from that date. Respondent shall be responsible for any costs associated with LOMAP.

### **TAEEP**

Respondent shall attend a half-day Trust Account Ethics Enhancement Program (TAEEP). Respondent shall contact the State Bar Compliance Monitor at (602) 340-7258, within 10 days of the date of the final judgment and order, to schedule attendance at the next available class. Respondent will be responsible for the cost of attending the program.

### **NON-COMPLIANCE LANGUAGE**

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

### **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 applies in this matter, given the facts and circumstances involved. *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 negligently failed to maintain adequate trust accounting procedures, negligently failed to maintain complete trust account records, negligently failed to safe keep client property and maintain adequate internal controls to safeguard funds held in trust, and negligently converted and commingled client funds. Respondent's errors were negligent in that they were due to a lack of understanding about trust accounting procedures.

**The duty violated**

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

**The lawyer's mental state**

For purposes of this agreement, the parties agree that Respondent negligently failed to maintain adequate trust accounting procedures, negligently failed to maintain complete trust account records, negligently failed to safe keep client property and maintain adequate internal controls to safeguard funds held in trust, and negligently converted and commingled client funds, and that 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 his clients.

### **Aggravating and mitigating circumstances**

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

#### **In aggravation:**

*Standard 9.22(i)*: Substantial experience in the practice of law. Respondent has been licensed to practice law in Arizona since July 11, 1989.

#### **In mitigation:**

*Standard 9.32(a)*: Absence of a prior disciplinary record.

*Standard 9.32(b)*: Absence of a dishonest or selfish motive.

*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 of reprimand is appropriate.

The parties have conditionally agreed that a greater or lesser sanction would not be appropriate under the facts and circumstances of this matter. This agreement was based on the following: Although Respondent failed to maintain adequate trust accounting procedures resulting in the negligent conversion and commingling of client funds, Respondent's action occurred as a result of his failure to understand trust accounting procedures. Additionally, when Respondent learned of the initial overdraft in his IOLTA, he reported it to the State Bar and subsequently hired REDW to assist him with his IOLTA. Because of this, the State Bar believes

that the public will be adequately protected with the recommended sanction of reprimand and probation (LOMAP/TAEPP).

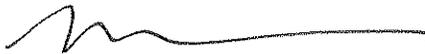
Based on the *Standards* and in light of the facts and circumstances of this matter, the parties conditionally agree that the sanction set forth above is within the range of appropriate sanction and will serve the purposes of lawyer discipline.

### 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 Reprimand with Probation and the imposition of costs and expenses. A proposed form order is attached hereto as Exhibit B.

**DATED** this 19th day of May, 2015.

### STATE BAR OF ARIZONA



Nicole S. Kasetta  
Staff Bar Counsel

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

**DATED** this 6th day of May, 2015.



Kevin M. Van Norman  
Respondent

DATED this 11th day of May, 2015.

Adams & Clark PC



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Ralph W. Adams  
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 18th day of May 2015.

Copies of the foregoing mailed/emailed  
this 18th day of May 2015 to:

Ralph W. Adams  
Adams & Clark PC  
520 East Portland Street  
Phoenix, Arizona 85004-1843  
Email: [ralph@adamsclark.com](mailto:ralph@adamsclark.com)  
Respondent's Counsel

Copy of the foregoing emailed  
this 18th day of May, 2015, to:

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

Copy of the foregoing hand-delivered  
this 14<sup>th</sup> day of May, 2015, to:

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

by: Jeckie Dauter  
NSK: jld

## **EXHIBIT A**

## Statement of Costs and Expenses

In the Matter of a Member of the State Bar of Arizona,  
Kevin M. Van Norman, Bar No. 012585, Respondent

File No. 14-2106

### 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***

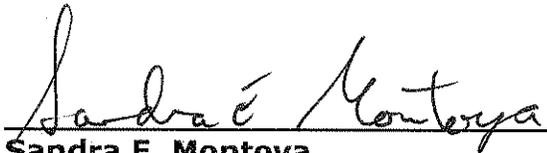
**\$1,200.00**

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

4-23-15  
\_\_\_\_\_  
Date

**EXHIBIT B**

**BEFORE THE PRESIDING DISCIPLINARY  
JUDGE**

---

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

**Kevin M. Van Norman,  
Bar No. 012585,**

Respondent.

**PDJ-2015**

**FINAL JUDGMENT AND ORDER**

State Bar No. 14-2106

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, **Kevin M Van Norman**, is hereby is hereby reprimanded for his 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 year.

**IT IS FURTHER ORDERED** that, during the period of probation of one year, Respondent shall complete the following:

**LOMAP**

Respondent shall contact the State Bar Compliance Monitor at (602) 340-7258, within 10 days of the date of the final judgment and order. Respondent shall submit to a LOMAP examination of his office's procedures, including, but not limited to, compliance with ER 1.15 and Rule 43, Ariz. R. Sup. Ct. Respondent shall sign terms

and conditions of participation, including reporting requirements, which shall be incorporated herein. The probation period will commence at the time of the entry of the judgment and order and will conclude one (1) year from that date. Respondent shall be responsible for any costs associated with LOMAP.

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#### **NON-COMPLIANCE LANGUAGE**

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

**IT IS FURTHER ORDERED** that Respondent pay the costs and expenses of the State Bar of Arizona in the amount of \$1,200.00, 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 May, 2015.

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**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 May, 2015.

Copies of the foregoing mailed/mailed this \_\_\_\_\_ day of May, 2015.

Ralph W Adams  
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520 East Portland Street  
Phoenix, Arizona 85004-1843  
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Respondent's Counsel

Copy of the foregoing emailed/hand-delivered this \_\_\_\_\_ day of April, 2015, to:

Nicole S. Kasetta  
Staff Bar Counsel  
State Bar of Arizona  
4201 North 24<sup>th</sup> Street, Suite 100  
Phoenix, Arizona 85016-6266  
Email: [LRO@staff.azbar.org](mailto:LRO@staff.azbar.org)

Copy of the foregoing hand-delivered  
this \_\_\_\_ day of April, 2015 to:

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

by: \_\_\_\_\_