

IN THE SUPREME COURT OF FLORIDA

THE FLORIDA BAR,

Complainant,

v.

ALLAN CAMPBELL,

Respondent.

Supreme Court Case  
No. SC-

The Florida Bar File Nos.

2019-30,317 (5B);

2019-30,392 (5B);

2019-30,608 (5B);

2019-30,726 (5B);

2020-30,084 (5B);

2020-30,781 (5B)

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**COMPLAINT**

The Florida Bar, complainant, files this Complaint against Allan Campbell, respondent, pursuant to the Rules Regulating The Florida Bar and alleges:

1. Respondent is and was at all times mentioned herein a member of The Florida Bar, admitted on September 21, 1990, and is subject to the jurisdiction of the Supreme Court of Florida.

2. Respondent resided in Seminole County, Florida, and practiced law in Orange and Seminole Counties, Florida, at all times material.

3. The Fifth Judicial Circuit Grievance Committee "B" found probable cause to file this complaint pursuant to Rule 3-7.4, of the Rules Regulating The Florida Bar, and this complaint has been approved by the presiding member of that committee.

RECEIVED, 10/29/2021 07:43:21 AM, Clerk, Supreme Court

## **GENERAL ALLEGATIONS**

4. In January 2017, respondent created a Florida business entity named Allan Campbell Attorney at Law LLC. The entity was registered to do business in the State of Florida under the fictitious name of Best Defense Law.

5. Respondent was a sole practitioner and wanted to set up a law office with his associate, William Glenn Pickard, a nonlawyer, to expand his practice.

6. Respondent agreed that one of Pickard's responsibilities as office manager of Best Defense Law was to bring in business for the firm.

7. Pickard introduced respondent to Roderic Boling, a nonlawyer, who wanted to be a silent investor in Best Defense Law.

8. Boling provided office space to Best Defense Law in the same building where Boling maintained an office.

9. Boling was associated with William Howell, a nonlawyer who owned Orlando Ventures and several other affiliated businesses that were involved in timeshare divestment.

10. Boling and Howell provided financial assistance to get Best Defense Law's office up and running.

11. Howell's businesses solicited timeshare owners to hire his businesses to divest their timeshare interests.

12. Howell also purchased timeshare divestment cases from other timeshare exit companies, acquiring those contracts without the clients' knowledge or consent.

13. Howell and Boling approached respondent about taking over their timeshare divestment cases, and respondent accepted.

14. Howell was seeking a new law firm to handle the matters after having severed his relationship with Timeshare Lawyers, Inc/Timeshare Lawyers, P.A.

15. Respondent had the timeshare clients execute limited powers of attorney authorizing respondent to negotiate on behalf of the clients with the respective time share resorts or time share companies.

16. None of Howell's timeshare divestment companies were registered lawyer referral services in accordance with the Rules Regulating The Florida Bar.

17. Respondent delegated virtually all of the work on the timeshare cases to case managers, who were nonlawyers, and exercised no meaningful supervision over them.

18. Howell and/or Boling provided the case managers to handle the timeshare divestment work and exercised ultimate control over them.

19. Respondent admitted that he did not talk to all of the timeshare customers.

20. The case managers negotiated with the timeshare resorts, usually by letter or phone.

21. The case managers used form letters and affixed respondent's signature with a stamp, with respondent's knowledge and consent.

22. The timeshare owners and resorts were located nationwide, and, in some instances, resorts were located in foreign countries.

23. Respondent became aware that Howell had sent out solicitations using his name and Best Defense Law without his knowledge.

24. Respondent also learned that at least some of the timeshare clients had paid more money to Howell's businesses than respondent was being paid to work on their cases.

25. Respondent was paid \$500.00 per timeshare case by Howell and/or Boling and became aware that at least one timeshare customer paid Howell's business \$2,400.00.

26. In late 2017, respondent confronted Howell about the misleading direct solicitation and his concerns about fee sharing.

27. However, respondent continued to work for Howell and/or Boling representing the timeshare cases that they had until approximately March 2018.

28. In late 2017, Howell and Boling again came to respondent to start doing foreclosure defense and bankruptcy cases.

29. Respondent testified that he made it clear he was not comfortable doing foreclosure defense cases but that he wanted to learn bankruptcy.

30. They all agreed that they would bring on two attorneys, Andrea Roebuck and R. Christopher A. Lim, to do the foreclosure defense cases.

31. Roebuck and Lim were given office space in the same building as Best Defense Law and where Boling maintained an office.

32. At the time they associated with Best Defense Law in or around November 2017, Roebuck and Lim were handling foreclosure defense cases for a private member association, Titans Reserve Group PMA, operated by Darrin Lavine, a nonlawyer.

33. Around the time that Roebuck and Lim associated with Best Defense Law, Lavine ceased operations of Titans Reserve Group PMA and became involved with The Resilient Group Inc., often referred to as

Resilient Group PMA, a corporation in which Boling served as President of Trustees.

34. Lavine referred members of Titans Reserve Group PMA to Resilient Group.

35. Best Defense Law took foreclosure defense cases from members of Resilient Group.

36. Resilient Group was a private member association that focused on defending foreclosure cases by claiming the mortgage notes were fraudulent.

37. Resilient Group purported to have a scientific process of examining notes to determine whether they were original or re-created.

38. Resilient Group offered its members *pro se* support, such as motions and legal research.

39. The website refers to its experienced team of foreclosure lawyers.

40. Resilient Group accepted payments from its members for legal services and utilized Best Defense Law to provide those services.

Members were not permitted to choose which attorney represented them.

41. Members paid Resilient Group an initial fee of \$1,000.00 per property and \$600.00 per month per property until the foreclosure case was completed.

42. Neither Resilient Group PMA nor The Resilient Group, Inc., were registered lawyer referral services in accordance with the Rules Regulating The Florida Bar.

43. When Roebuck and Lim began working with Best Defense Law, it was decided that all cases would be filed with the courts using respondent's name and e-filing credentials.

44. Respondent's password for both state and federal court e-portal filing systems were available to office staff to allow office staff to file documents on his behalf.

45. In foreclosure cases, after respondent filed his notice of appearance or other document in a case, Lim and/or Roebuck would handle the case going forward.

46. Further, it was agreed that Lim would assist respondent in becoming competent to handle bankruptcy cases.

47. Because respondent continued his full-time court-appointed work he was not present in the office of Best Defense Law on a daily basis.

48. Respondent delegated all handling of the law firm's finances to Pickard without exercising meaningful supervision and relied on Pickard to handle all agreements with Boling regarding the loan that Boling made to fund Best Defense Law. For instance, respondent was not completely aware of who he was paying as employees of the firm or whether Best Defense Law was repaying the initial loan it received from Boling.

49. Respondent also relied heavily on Pickard for the day-to-day operations of the firm, including to bring pleadings to be filed to respondent's attention.

50. In December 2017, Pickard abruptly left Best Defense Law after a confrontation with Boling.

51. Boling exercised considerable influence over the operation of Best Defense Law prior to Pickard's departure.

52. Boling exerted increasing control over the operations and employees of Best Defense Law and respondent after Pickard's departure.

53. After Pickard's departure, Boling installed a new office manager Danny Johnson, who reported to Boling rather than to respondent.

54. Boling then offered respondent a salary increase as an incentive to prevent respondent's departure from Best Defense Law.



55. Respondent testified that due to his discomfort with the increasingly hostile work environment, he spent less time at the Best Defense Law office, further exacerbating the issue with a nonlawyer controlling and directing a law firm without any supervision.

56. The employees of Best Defense Law, including the case managers and paralegals, took direction from Boling rather than from respondent.

57. The manner in which cases were managed provided Boling with access to attorney-client privileged information.

58. Boling routinely was included in law firm meetings where client matters were discussed, including attorney-client privileged information.

59. Boling routinely reviewed respondent's letters, discarding them if the language was not to Boling's liking, and directed the staff to send out a new version of the letters that Boling authored under respondent's name.

60. Respondent testified that he was told by staff that if clients complained about the quality of their legal representation, Boling handled those communications and advised those clients that respondent had 30 years of legal experience.

61. Respondent testified that he discovered in late 2017 that some foreclosure filings were made under his name and with his filing credentials without his prior knowledge or consent.

62. Respondent further testified that he confronted Roebuck and Lim about the unauthorized filings and directed them to cease using his e-filing credentials for the foreclosure cases.

63. Respondent acknowledged that he had no proof that either Roebuck or Lim were responsible for the filings rather than the nonlawyer staff who also had access to respondent's e-filing credentials.

64. The calendar and tickler system for Best Defense Law was created by Roebuck to automatically notify the nonlawyer staff of filing deadlines.

65. The staff routinely drafted and filed documents using respondent's signature and filing credentials without supervision.

66. In or around March 2018, after a confrontation with Boling over respondent's growing concern about the manner in which Best Defense Law was being operated, Boling banned respondent from re-entering the office of Best Defense Law and told respondent he was changing the locks.

67. With respondent's abrupt departure, Boling assumed virtually all control over the operations of respondent's law firm.

68. Due to concerns that respondent might leave Best Defense Law, Roebuck incorporated the similarly named law firm of Best Defense Law, P.A. on December 28, 2017.

69. The name of the new law firm was dictated by Boling, who desired that the clients not become aware of the change in the law firm.

70. Best Defense Law, P. A., became operational after respondent's departure.

71. Because respondent's name was on pleadings in some of the foreclosure defense and bankruptcy cases, respondent continued receiving copies of filings from the court in those cases after he left Best Defense Law.

72. If respondent perceived that the foreclosure cases were being actively litigated, respondent took no action to withdraw and permitted the court records to reflect him as counsel of record.

73. In cases where respondent perceived that Roebuck and/or Lim were not engaged with the clients or that the case was not being actively litigated, respondent filed a motion to withdraw and noticed the clients.

74. However, respondent did not set his motions for hearing or take the necessary steps to ensure he had been removed from the cases.

75. On the occasions when respondent was contacted by opposing counsel in a foreclosure case, respondent directed the attorney to Roebuck or Lim.

76. In one instance, opposing counsel refused to contact Roebuck because respondent was the attorney of record and informed respondent that she was seeking sanctions for having to defend a frivolous matter.

77. In response, respondent filed a dismissal instead of a motion seeking permission to withdraw from the case without consulting with the client prior to filing the motion for dismissal.

78. On March 29, 2018, respondent filed for an emergency injunction against Best Defense Law, of which he was the sole owner, officer, manager, and attorney of record, to stop the day-to day operations until he could bring all actions under his direct control.

79. The motion was denied on April 4, 2018, and a notice of lack of prosecution was entered in the case on February 21, 2019.

80. Respondent's lack of control over his law firm enabled Boling and Howell to use Best Defense Law to achieve their own business objectives, all of which, if engaged in by an attorney, would be a violation of the Rules Regulating The Florida Bar.

## COUNT I

### THE FLORIDA BAR FILE NO. 2019-30,317 (5B)

The Florida Bar re-alleges paragraphs 4 through 80 as if set forth fully herein and further alleges:

81. Beginning in or around August 2016, Thousand Hills Golf Resort, located in Missouri, began receiving letters from attorney Patrick Thompson of Timeshare Lawyers regarding Donald and Margaret Donovan, who allegedly owned a timeshare at the resort.

82. Daniel C. Ruda, president of Thousand Hills Golf Resort, notified Thompson repeatedly that Thompson was addressing the wrong entity as the resort did not engage in the timeshare business and the Donovans did not own a unit at this resort. Thompson failed to correct the misidentification issue, resulting in Ruda issuing a cease a desist letter to Timeshare Lawyers.

83. After Howell transferred the Donovan case to respondent's Best Defense Law, respondent wrote to Thousand Hills Golf Resort on January 15, 2018, reasserting the same allegations on behalf of the same clients that were previously proclaimed by Thompson in 2016.

84. Then in May 2018, a letter was sent to Thousand Hills Golf Resort with Roebuck's signature on it, stating that Best Defense has been

unable to successfully attain the resort's cooperation on behalf of the Donovans and their alleged timeshare.

85. Ruda repeatedly advised each of the ensuing attorneys by telephone, postal letter, fax, and email that Thousand Hills Golf Resort was a whole-ownership resort with no timeshare option available and had no connection with the Donovans.

86. In June 2018, Ruda wrote a letter to respondent to cease and desist from contacting the resort to avoid legal action against Best Defense Law, the Donovans, and all others associated with this claim.

87. Ruda again advised that more accurate research by respondent's office should be conducted and that this could be considered as defamation of his company name.

88. At the time of the June 2018 letter from Ruda, respondent had left Best Defense Law, without notice, and Andrea Marie Roebuck had assumed responsibility for the timeshare cases. Ruda was not provided with notice of the change in attorneys or law firms.

89. Despite Ruda's June 2018 letter, other attorneys associated with Howell, who handled the timeshare cases after respondent's departure, continued sending correspondence to the resort on behalf of the non-existent owners demanding relief.

90. Respondent's lack of supervision of his case managers resulted in respondent not being made aware of the Donovans' competence, understanding or their wishes as to the legal services being provided, including disclosure of their health conditions.

91. The Donovans' timeshare divestment case was purchased by Howell's company and eventually assigned to Best Defense Law years after the Donovans started the timeshare divestment process.

92. Respondent was not aware of Ruda's cease and desist letters.

93. Respondent never communicated with the Donovans and was not aware of their existence as his clients.

94. Because respondent had no communication with the Donovans, he was not aware whether they still required divestment services, whether they were competent, whether the information provided was accurate, or whether they were still alive, given that his letter indicated that they were experiencing life-threatening medical issues.

95. By reason of the foregoing, respondent has violated the following Rules Regulating The Florida Bar:

(a) 3-4.3 (1993) The standards of professional conduct to be observed by members of the bar are not limited to the observance of rules and avoidance of prohibited acts, and the enumeration herein of certain

categories of misconduct as constituting grounds for discipline shall not be deemed to be all-inclusive nor shall the failure to specify any particular act of misconduct be construed as tolerance thereof. The commission by a lawyer of any act that is unlawful or contrary to honesty and justice, whether the act is committed in the course of the attorney's relations as an attorney or otherwise, whether committed within or outside the state of Florida, and whether or not the act is a felony or misdemeanor, may constitute a cause for discipline.

(b) 3-4.3 (2018) The standards of professional conduct required of members of the bar are not limited to the observance of rules and avoidance of prohibited acts, and the enumeration of certain categories of misconduct as constituting grounds for discipline are not all-inclusive nor is the failure to specify any particular act of misconduct be construed as tolerance of the act of misconduct. The commission by a lawyer of any act that is unlawful or contrary to honesty and justice may constitute a cause for discipline whether the act is committed in the course of the lawyer's relations as a lawyer or otherwise, whether committed within Florida or outside the state of Florida, and whether the act is a felony or a misdemeanor.



(c) 4-1.1 A lawyer must provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness, and preparation reasonably necessary for the representation.

(d) 4-1.4 (a) Informing Client of Status of Representation. A lawyer shall: (1) promptly inform the client of any decision or circumstance with respect to which the client's informed consent, as defined in terminology, is required by these rules; (2) reasonably consult with the client about the means by which the client's objectives are to be accomplished; (3) keep the client reasonably informed about the status of the matter; (4) promptly comply with reasonable requests for information; and (5) consult with the client about any relevant limitation on the lawyer's conduct when the lawyer knows or reasonably should know that the client expects assistance not permitted by the Rules of Professional Conduct or other law. (b) Duty to Explain Matters to Client. A lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation.

(e) 4-1.5(a) (2012, 2018) An attorney shall not enter into an agreement for, charge, or collect an illegal, prohibited, or clearly excessive fee or cost, or a fee generated by employment that was obtained through

advertising or solicitation not in compliance with the Rules Regulating The Florida Bar.

(f) 4-1.6(a) A lawyer must not reveal information relating to representation of a client except as stated in subdivisions (b), (c), and (d), unless the client gives informed consent.

(g) 4-1.6(e) A lawyer must make reasonable efforts to prevent the inadvertent or unauthorized disclosure of, or unauthorized access to, information relating to the representation of a client.

(h) 4-1.8(f) (2010) A lawyer shall not accept compensation for representing a client from one other than the client unless: (1) the client gives informed consent; (2) there is no interference with the lawyer's independence of professional judgment or with the client-lawyer relationship; and (3) information relating to representation of a client is protected as required by rule 4-1.6.

(i) 4-1.8(f) (2018) A lawyer is prohibited from accepting compensation for representing a client from one other than the client unless: (1) the client gives informed consent; (2) there is no interference with the lawyer's independence of professional judgment or with the client-lawyer relationship; and (3) information relating to representation of a client is protected as required by rule 4-1.6.

(j) 4-5.3 (a) A person who uses the title of paralegal, legal assistant, or other similar term when offering or providing services to the public must work for or under the direction or supervision of a lawyer or law firm. (b) With respect to a nonlawyer employed or retained by or associated with a lawyer or an authorized business entity as defined elsewhere in these Rules Regulating The Florida Bar: (1) a partner, and a lawyer who individually or together with other lawyers possesses comparable managerial authority in a law firm, must make reasonable efforts to ensure that the firm has in effect measures giving reasonable assurance that the person's conduct is compatible with the professional obligations of the lawyer; (2) a lawyer having direct supervisory authority over the nonlawyer must make reasonable efforts to ensure that the person's conduct is compatible with the professional obligations of the lawyer; and (3) a lawyer is responsible for conduct of such a person that would be a violation of the Rules of Professional Conduct if engaged in by a lawyer if the lawyer: (A) orders or, with the knowledge of the specific conduct, ratifies the conduct involved; or (B) is a partner or has comparable managerial authority in the law firm in which the person is employed, or has direct supervisory authority over the person, and knows of the conduct at a time when its consequences can be avoided or mitigated but fails to take reasonable

remedial action. (c) Although paralegals or legal assistants may perform the duties delegated to them by the lawyer without the presence or active involvement of the lawyer, the lawyer must review and be responsible for the work product of the paralegals or legal assistants.

(k) 4-5.4(a) A lawyer or law firm shall not share legal fees with a nonlawyer, except that: (1) an agreement by a lawyer with the lawyer's firm, partner, or associate may provide for the payment of money, over a reasonable period of time after the lawyer's death, to the lawyer's estate or to 1 or more specified persons; (2) a lawyer who undertakes to complete unfinished legal business of a deceased lawyer may pay to the estate of the deceased lawyer that proportion of the total compensation that fairly represents the services rendered by the deceased lawyer; (3) a lawyer who purchases the practice of a deceased, disabled, or disappeared lawyer may, in accordance with the provisions of rule 4- 1.17, pay to the estate or other legally authorized representative of that lawyer the agreed upon purchase price; (4) bonuses may be paid to nonlawyer employees for work performed, and may be based on their extraordinary efforts on a particular case or over a specified time period. Bonus payments shall not be based on cases or clients brought to the lawyer or law firm by the actions of the nonlawyer. A lawyer shall not provide a bonus payment that

is calculated as a percentage of legal fees received by the lawyer or law firm; and (5) a lawyer may share court-awarded fees with a nonprofit, pro bono legal services organization that employed, retained, or recommended employment of the lawyer in the matter.

(l) 4-5.4(c) A lawyer shall not form a partnership with a nonlawyer if any of the activities of the partnership consist of the practice of law.

(m) 4-5.4(d) A lawyer shall not permit a person who recommends, employs, or pays the lawyer to render legal services for another to direct or regulate the lawyer's professional judgment in rendering such legal services.

(n) 4-5.4(e) A lawyer shall not practice with or in the form of a business entity authorized to practice law for a profit if: (1) a nonlawyer owns any interest therein, except that a fiduciary representative of the estate of a lawyer may hold the stock or interest of the lawyer for a reasonable time during administration; or (2) a nonlawyer is a corporate director or officer thereof or occupies the position of similar responsibility in any form of association other than a corporation; or (3) a nonlawyer has the right to direct or control the professional judgment of a lawyer.

(o) 4-5.5(a) A lawyer may not practice law in a jurisdiction other than the lawyer's home state, in violation of the regulation of the legal profession in that jurisdiction, or in violation of the regulation of the legal profession in the lawyer's home state or assist another in doing so.

(p) 4-5.7 (a) A lawyer who provides nonlegal services to a recipient that are not distinct from legal services provided to that recipient is subject to the Rules Regulating The Florida Bar with respect to the provision of both legal and nonlegal services. (b) A lawyer who provides nonlegal services to a recipient that are distinct from any legal services provided to the recipient is subject to the Rules Regulating The Florida Bar with respect to the nonlegal services if the lawyer knows or reasonably should know that the recipient might believe that the recipient is receiving the protection of a client-lawyer relationship. (c) A lawyer who is an owner, controlling party, employee, agent, or otherwise is affiliated with an entity providing nonlegal services to a recipient is subject to the Rules Regulating The Florida Bar with respect to the nonlegal services if the lawyer knows or reasonably should know that the recipient might believe that the recipient is receiving the protection of a client-lawyer relationship that the recipient is receiving the protection of a client-lawyer relationship.

(q) 4-7.18(a) (2013) Except as provided in subdivision (b) of this rule, a lawyer may not: (1) solicit, or permit employees or agents of the lawyer to solicit on the lawyer's behalf, professional employment from a prospective client with whom the lawyer has no family or prior professional relationship, in person or otherwise, when a significant motive for the lawyer's doing so is the lawyer's pecuniary gain. The term "solicit" includes contact in person, by telephone, telegraph, or facsimile, or by other communication directed to a specific recipient and includes any written form of communication, including any electronic mail communication, directed to a specific recipient and not meeting the requirements of subdivision (b) of this rule and rules 4–7.11 through 4–7.17 of these rules. (2) enter into an agreement for, charge, or collect a fee for professional employment obtained in violation of this rule.

(r) 4-7.18(a) (2018) Except as provided in subdivision (b) of this rule, a lawyer may not: (1) solicit in person, or permit employees or agents of the lawyer to solicit in person on the lawyer's behalf, professional employment from a prospective client with whom the lawyer has no family or prior professional relationship when a significant motive for the lawyer's doing so is the lawyer's pecuniary gain. The term "solicit" includes contact in person, by telephone, by electronic means that include realtime

communication face-to-face such as video telephone or video conference, or by other communication directed to a specific recipient that does not meet the requirements of subdivision (b) of this rule and rules 4-7.11 through 4-7.17 of these rules. (2) enter into an agreement for, charge, or collect a fee for professional employment obtained in violation of this rule.

(s) 4-7.22 (2013) (a) A lawyer may not accept referrals from a lawyer referral service, and it is a violation of these Rules Regulating the Florida Bar to do so, unless the service: (1) engages in no communication with the public and in no direct contact with prospective clients in a manner that would violate the Rules of Professional Conduct if the communication or contact were made by the lawyer; (2) receives no fee or charge that constitutes a division or sharing of fees, unless the service is a not-for-profit service approved by The Florida Bar pursuant to chapter 8 of these rules; (3) refers clients only to persons lawfully permitted to practice law in Florida when the services to be rendered constitute the practice of law in Florida; (4) carries or requires each lawyer participating in the service to carry professional liability insurance in an amount not less than \$100,000 per claim or occurrence; (5) furnishes The Florida Bar, on a quarterly basis, with the names and Florida bar membership numbers of all lawyers participating in the service; (6) furnishes The Florida Bar, on a quarterly



basis, with the names of all persons authorized to act on behalf of the service; (7) responds in writing, within 15 days, to any official inquiry by bar counsel when bar counsel is seeking information described in this subdivision or conducting an investigation into the conduct of the service or a lawyer who accepts referrals from the service; (8) neither represents nor implies to the public that the service is endorsed or approved by The Florida Bar, unless the service is subject to chapter 8 of these rules; (9) uses its actual legal name or a registered fictitious name in all communications with the public; (10) affirmatively states in all advertisements that it is a lawyer referral service; and (11) affirmatively states in all advertisements that lawyers who accept referrals from it pay to participate in the lawyer referral service. (b) A lawyer who accepts referrals from a lawyer referral service is responsible for ensuring that any advertisements or written communications used by the service comply with the requirements of the Rules Regulating the Florida Bar, including the provisions of this subchapter. (c) A “lawyer referral service” is: (1) any person, group of persons, association, organization, or entity that receives a fee or charge for referring or causing the direct or indirect referral of a potential client to a lawyer drawn from a specific group or panel of lawyers; or (2) any group or pooled advertising program operated by any person,

group of persons, association, organization, or entity wherein the legal services advertisements utilize a common telephone number or website and potential clients are then referred only to lawyers or law firms participating in the group or pooled advertising program. A pro bono referral program, in which the participating lawyers do not pay a fee or charge of any kind to receive referrals or to belong to the referral panel, and are undertaking the referred matters without expectation of remuneration, is not a lawyer referral service within the definition of this rule.

(t) 4-8.4(a) A lawyer shall not violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another.

(u) 4-8.4(c) A lawyer shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation.

(v) 4-8.6(b) No authorized business entity may engage in the practice of law in the state of Florida or render advice under or interpretations of Florida law except through officers, directors, partners, managers, agents, or employees who are qualified to render legal services in this state.

(w) 4-8.6(c) No person may serve as a partner, manager, director or executive officer of an authorized business entity that is

engaged in the practice of law in Florida unless such person is legally qualified to render legal services in this state. For purposes of this rule the term “executive officer” includes the president, vice-president, or any other officer who performs a policy-making function.

(x) 4-8.6(d) A lawyer who, while acting as a shareholder, member, officer, director, partner, proprietor, manager, agent, or employee of an authorized business entity and engaged in the practice of law in Florida, violates or sanctions the violation of the authorized business entity statutes or the Rules Regulating The Florida Bar will be subject to disciplinary action.

## **COUNT II**

### **THE FLORIDA BAR FILE NO. 2019-30,392 (5B)**

The Florida Bar re-alleges paragraphs 4 through 80 as if set forth fully herein and further alleges:

96. On or about May 31, 2017, Joseph L. Cobb and his wife, residents of Louisiana, entered into a contract with respondent and Best Defense Law to provide legal services with respect to divesting the Cobbs' interest in a Wyndham Resorts timeshare property located in Florida. The Cobbs also executed a Limited and Specific Power of Attorney with

respondent. The contract stated that Timeshare Lawyer Services was paying all fees on behalf of the Cobbs.

97. In support of their hardship claim, the Cobbs provided respondent with confidential medical information.

98. Respondent permitted a situation to exist whereby the Cobbs' confidential health information was available to third parties.

99. Cobb paid \$2,400.00 for this service.

100. Best Defense Law wrote only one letter to Wyndham Resorts during a twenty-month period.

101. Virtually all communication from Best Defense Law was from nonlawyers over whom respondent exercised little meaningful supervision.

102. By November 2018, it appeared to the Cobbs that Best Defense Law had ceased operations and no refund of the unearned fees could be obtained.

103. According to respondent, the fee paid by the Cobbs was not made to him or Best Defense Law, but rather to a third-party timeshare exit company that referred timeshare owners to Best Defense Law.

104. Best Defense Law was paid a flat fee for each referral.

105. Respondent left Best Defense Law in March 2018.

106. Respondent explained that the client files remain the property of the various third parties who made the referrals to Best Defense Law. As a result, respondent had no access to the Cobbs' file.

107. By reason of the forgoing, respondent has violated the following Rules Regulating The Florida Bar:

a. 3-4.3 (1993) The standards of professional conduct to be observed by members of the bar are not limited to the observance of rules and avoidance of prohibited acts, and the enumeration herein of certain categories of misconduct as constituting grounds for discipline shall not be deemed to be all-inclusive nor shall the failure to specify any particular act of misconduct be construed as tolerance thereof. The commission by a lawyer of any act that is unlawful or contrary to honesty and justice, whether the act is committed in the course of the attorney's relations as an attorney or otherwise, whether committed within or outside the state of Florida, and whether or not the act is a felony or misdemeanor, may constitute a cause for discipline.

b. 3-4.3 (2018) The standards of professional conduct required of members of the bar are not limited to the observance of rules and avoidance of prohibited acts, and the enumeration of certain categories of misconduct as constituting grounds for discipline are not all-inclusive nor

is the failure to specify any particular act of misconduct be construed as tolerance of the act of misconduct. The commission by a lawyer of any act that is unlawful or contrary to honesty and justice may constitute a cause for discipline whether the act is committed in the course of the lawyer's relations as a lawyer or otherwise, whether committed within Florida or outside the state of Florida, and whether the act is a felony or a misdemeanor.

c. 4-1.1 A lawyer must provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness, and preparation reasonably necessary for the representation.

d. 4-1.4 (a) Informing Client of Status of Representation. A lawyer shall: (1) promptly inform the client of any decision or circumstance with respect to which the client's informed consent, as defined in terminology, is required by these rules; (2) reasonably consult with the client about the means by which the client's objectives are to be accomplished; (3) keep the client reasonably informed about the status of the matter; (4) promptly comply with reasonable requests for information; and (5) consult with the client about any relevant limitation on the lawyer's conduct when the lawyer knows or reasonably should know that the client

expects assistance not permitted by the Rules of Professional Conduct or other law. (b) Duty to Explain Matters to Client. A lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation.

e. 4-1.5(a) (2012, 2018) An attorney shall not enter into an agreement for, charge, or collect an illegal, prohibited, or clearly excessive fee or cost, or a fee generated by employment that was obtained through advertising or solicitation not in compliance with the Rules Regulating The Florida Bar.

f. 4-1.6(a) A lawyer must not reveal information relating to representation of a client except as stated in subdivisions (b), (c), and (d), unless the client gives informed consent.

g. 4-1.6(e) A lawyer must make reasonable efforts to prevent the inadvertent or unauthorized disclosure of, or unauthorized access to, information relating to the representation of a client.

h. 4-1.8(f) (2010) A lawyer shall not accept compensation for representing a client from one other than the client unless: (1) the client gives informed consent; (2) there is no interference with the lawyer's independence of professional judgment or with the client-lawyer

relationship; and (3) information relating to representation of a client is protected as required by rule 4-1.6.

i. 4-1.8(f) (2018) A lawyer is prohibited from accepting compensation for representing a client from one other than the client unless: (1) the client gives informed consent; (2) there is no interference with the lawyer's independence of professional judgment or with the client-lawyer relationship; and (3) information relating to representation of a client is protected as required by rule 4-1.6.

j. 4-5.3 (a) A person who uses the title of paralegal, legal assistant, or other similar term when offering or providing services to the public must work for or under the direction or supervision of a lawyer or law firm. (b) With respect to a nonlawyer employed or retained by or associated with a lawyer or an authorized business entity as defined elsewhere in these Rules Regulating The Florida Bar: (1) a partner, and a lawyer who individually or together with other lawyers possesses comparable managerial authority in a law firm, must make reasonable efforts to ensure that the firm has in effect measures giving reasonable assurance that the person's conduct is compatible with the professional obligations of the lawyer; (2) a lawyer having direct supervisory authority over the nonlawyer must make reasonable efforts to ensure that the person's conduct is



compatible with the professional obligations of the lawyer; and (3) a lawyer is responsible for conduct of such a person that would be a violation of the Rules of Professional Conduct if engaged in by a lawyer if the lawyer: (A) orders or, with the knowledge of the specific conduct, ratifies the conduct involved; or (B) is a partner or has comparable managerial authority in the law firm in which the person is employed, or has direct supervisory authority over the person, and knows of the conduct at a time when its consequences can be avoided or mitigated but fails to take reasonable remedial action. (c) Although paralegals or legal assistants may perform the duties delegated to them by the lawyer without the presence or active involvement of the lawyer, the lawyer must review and be responsible for the work product of the paralegals or legal assistants.

k. 4-5.4(a) A lawyer or law firm shall not share legal fees with a nonlawyer, except that: (1) an agreement by a lawyer with the lawyer's firm, partner, or associate may provide for the payment of money, over a reasonable period of time after the lawyer's death, to the lawyer's estate or to 1 or more specified persons; (2) a lawyer who undertakes to complete unfinished legal business of a deceased lawyer may pay to the estate of the deceased lawyer that proportion of the total compensation that fairly represents the services rendered by the deceased lawyer; (3) a

lawyer who purchases the practice of a deceased, disabled, or disappeared lawyer may, in accordance with the provisions of rule 4- 1.17, pay to the estate or other legally authorized representative of that lawyer the agreed upon purchase price; (4) bonuses may be paid to nonlawyer employees for work performed, and may be based on their extraordinary efforts on a particular case or over a specified time period. Bonus payments shall not be based on cases or clients brought to the lawyer or law firm by the actions of the nonlawyer. A lawyer shall not provide a bonus payment that is calculated as a percentage of legal fees received by the lawyer or law firm; and (5) a lawyer may share court-awarded fees with a nonprofit, pro bono legal services organization that employed, retained, or recommended employment of the lawyer in the matter.

l. 4-5.4(c) A lawyer shall not form a partnership with a nonlawyer if any of the activities of the partnership consist of the practice of law.

m. 4-5.4(d) A lawyer shall not permit a person who recommends, employs, or pays the lawyer to render legal services for another to direct or regulate the lawyer's professional judgment in rendering such legal services.

n. 4-5.4(e) A lawyer shall not practice with or in the form of a business entity authorized to practice law for a profit if: (1) a nonlawyer owns any interest therein, except that a fiduciary representative of the estate of a lawyer may hold the stock or interest of the lawyer for a reasonable time during administration; or (2) a nonlawyer is a corporate director or officer thereof or occupies the position of similar responsibility in any form of association other than a corporation; or (3) a nonlawyer has the right to direct or control the professional judgment of a lawyer.

o. 4-5.5(a) A lawyer may not practice law in a jurisdiction other than the lawyer's home state, in violation of the regulation of the legal profession in that jurisdiction, or in violation of the regulation of the legal profession in the lawyer's home state or assist another in doing so.

p. 4-5.7 (a) A lawyer who provides nonlegal services to a recipient that are not distinct from legal services provided to that recipient is subject to the Rules Regulating The Florida Bar with respect to the provision of both legal and nonlegal services. (b) A lawyer who provides nonlegal services to a recipient that are distinct from any legal services provided to the recipient is subject to the Rules Regulating The Florida Bar with respect to the nonlegal services if the lawyer knows or reasonably should know that the recipient might believe that the recipient is receiving

the protection of a client-lawyer relationship. (c) A lawyer who is an owner, controlling party, employee, agent, or otherwise is affiliated with an entity providing nonlegal services to a recipient is subject to the Rules Regulating The Florida Bar with respect to the nonlegal services if the lawyer knows or reasonably should know that the recipient might believe that the recipient is receiving the protection of a client-lawyer relationship.

q. 4-7.18(a) (2013) Except as provided in subdivision (b) of this rule, a lawyer may not: (1) solicit, or permit employees or agents of the lawyer to solicit on the lawyer's behalf, professional employment from a prospective client with whom the lawyer has no family or prior professional relationship, in person or otherwise, when a significant motive for the lawyer's doing so is the lawyer's pecuniary gain. The term "solicit" includes contact in person, by telephone, telegraph, or facsimile, or by other communication directed to a specific recipient and includes any written form of communication, including any electronic mail communication, directed to a specific recipient and not meeting the requirements of subdivision (b) of this rule and rules 4-7.11 through 4-7.17 of these rules. (2) enter into an agreement for, charge, or collect a fee for professional employment obtained in violation of this rule.

r. 4-7.18(a) (2018) Except as provided in subdivision (b) of this rule, a lawyer may not: (1) solicit in person, or permit employees or agents of the lawyer to solicit in person on the lawyer's behalf, professional employment from a prospective client with whom the lawyer has no family or prior professional relationship when a significant motive for the lawyer's doing so is the lawyer's pecuniary gain. The term "solicit" includes contact in person, by telephone, by electronic means that include realtime communication face-to-face such as video telephone or video conference, or by other communication directed to a specific recipient that does not meet the requirements of subdivision (b) of this rule and rules 4-7.11 through 4-7.17 of these rules. (2) enter into an agreement for, charge, or collect a fee for professional employment obtained in violation of this rule.

s. 4-7.22 (2013) (a) A lawyer may not accept referrals from a lawyer referral service, and it is a violation of these Rules Regulating the Florida Bar to do so, unless the service: (1) engages in no communication with the public and in no direct contact with prospective clients in a manner that would violate the Rules of Professional Conduct if the communication or contact were made by the lawyer; (2) receives no fee or charge that constitutes a division or sharing of fees, unless the service is a not-for-profit service approved by The Florida Bar pursuant to chapter 8 of these rules;

(3) refers clients only to persons lawfully permitted to practice law in Florida when the services to be rendered constitute the practice of law in Florida;

(4) carries or requires each lawyer participating in the service to carry professional liability insurance in an amount not less than \$100,000 per claim or occurrence;

(5) furnishes The Florida Bar, on a quarterly basis, with the names and Florida bar membership numbers of all lawyers participating in the service;

(6) furnishes The Florida Bar, on a quarterly basis, with the names of all persons authorized to act on behalf of the service;

(7) responds in writing, within 15 days, to any official inquiry by bar counsel when bar counsel is seeking information described in this subdivision or conducting an investigation into the conduct of the service or a lawyer who accepts referrals from the service;

(8) neither represents nor implies to the public that the service is endorsed or approved by The Florida Bar, unless the service is subject to chapter 8 of these rules;

(9) uses its actual legal name or a registered fictitious name in all communications with the public;

(10) affirmatively states in all advertisements that it is a lawyer referral service; and

(11) affirmatively states in all advertisements that lawyers who accept referrals from it pay to participate in the lawyer referral service.

(b) A lawyer who accepts referrals from a lawyer referral service is responsible for ensuring that any

advertisements or written communications used by the service comply with the requirements of the Rules Regulating the Florida Bar, including the provisions of this subchapter. (c) A “lawyer referral service” is: (1) any person, group of persons, association, organization, or entity that receives a fee or charge for referring or causing the direct or indirect referral of a potential client to a lawyer drawn from a specific group or panel of lawyers; or (2) any group or pooled advertising program operated by any person, group of persons, association, organization, or entity wherein the legal services advertisements utilize a common telephone number or website and potential clients are then referred only to lawyers or law firms participating in the group or pooled advertising program. A pro bono referral program, in which the participating lawyers do not pay a fee or charge of any kind to receive referrals or to belong to the referral panel, and are undertaking the referred matters without expectation of remuneration, is not a lawyer referral service within the definition of this rule.

t. 4-8.4(a) A lawyer shall not violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another.

u. 4-8.4(c) A lawyer shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation.

v. 4-8.6(b) No authorized business entity may engage in the practice of law in the state of Florida or render advice under or interpretations of Florida law except through officers, directors, partners, managers, agents, or employees who are qualified to render legal services in this state.

w. 4-8.6(c) No person may serve as a partner, manager, director or executive officer of an authorized business entity that is engaged in the practice of law in Florida unless such person is legally qualified to render legal services in this state. For purposes of this rule the term “executive officer” includes the president, vice-president, or any other officer who performs a policy-making function.

x. 4-8.6(d) A lawyer who, while acting as a shareholder, member, officer, director, partner, proprietor, manager, agent, or employee of an authorized business entity and engaged in the practice of law in Florida, violates or sanctions the violation of the authorized business entity statutes or the Rules Regulating The Florida Bar will be subject to disciplinary action.



**COUNT III**

**THE FLORIDA BAR FILE NO. 2019-30,608 (5B)**

The Florida Bar re-alleges paragraphs 4 through 80 as if set forth fully herein and further alleges:

108. Joseph and Jodell Altier were members of Resilient Group PMA.

109. The Altiers had foreclosure and bankruptcy cases.

110. In Jodell Altier v. Goshen Mortgage, LLC, Case Number 6:18-cv-00438-JA, Jodell Altier sought an appeal of an order entered by the bankruptcy court in the United States District Court, Middle District of Florida.

111. The notice of appeal was filed on March 7, 2018, using respondent's e-filing credentials and his signature was affixed to the pleading.

112. The notice of appeal was filed around the time that respondent's association with Boling ended and he left Best Defense Law.

113. On or about July 7, 2018, Jodell Altier filed a *pro se* response to a motion to dismiss and motion for additional time to file an appeal prepared by Kelley Andrea Bosecker, a disbarred attorney, associated with Lavine, Roebuck, and Lim.

114. Goshen Mortgage, LLC filed a response in opposition stating that respondent did not know or represent Jodell Altier based on a telephone call opposing counsel received from respondent.

115. On September 7, 2018, the court held a status conference hearing in the matter. Roebuck appeared as counsel for Jodell Altier after being contacted by either Boling and/or Lavine.

116. When the issue was raised in court that respondent was not Jodell Altier's attorney and that the notice of appeal may have been fraudulently filed in his name, the court ordered an evidentiary hearing in an attempt to discover the truth of the matter.

117. In addition, the parties conducted discovery and held depositions on the matter.

118. On January 8, 2019, Roebuck and attorney Stafford Shealy appeared at the evidentiary hearing on behalf of Jodell Altier.

119. At the evidentiary hearing, respondent testified that he knew Roebuck and Lim had used both his state and federal court e-filing logins without his permission to file pleadings in his name.

120. Later, during respondent's sworn statement taken in connection with this disciplinary matter, respondent testified that he did not know whether Roebuck or Lim filed pleadings in his name, explaining that he was

upset about what was happening when he testified during the hearing in Jodell Altier's case in federal court.

121. During his sworn statement, respondent testified that he did not know how the unauthorized filing occurred in Jodell Altier's case and, therefore, he did not report either Roebuck or Lim to the Bar.

122. Respondent also later testified that there had been an agreement, at least in the beginning, that all Best Defense cases would be filed in his name.

123. Respondent further acknowledged that office staff had access to his login credentials for both state and federal court.

124. Although respondent was aware by the time that the notice of appeal was filed on behalf of Jodell Altier that his filing credentials were being used by staff in filing documents with state court, respondent did not change his password for the United States District Court, Middle District of Florida e-filing system.

125. Respondent permitted a situation to exist whereby his federal court e-filing credentials and login information were used by others to file documents in Jodell Altier's case without his knowledge or approval.

126. It was established at the January 8, 2019, evidentiary hearing in Jodell Altier's case that Lim met with respondent after a bankruptcy hearing

for Jodell Altier in February 2018 to discuss whether Altier should appeal the bankruptcy court's decision.

127. Respondent could not explain why Lim met with him after the hearing other than to say that they worked in the same office.

128. Respondent denied sending Lim to cover the Altier bankruptcy hearing.

129. The deadline for filing the appeal in Jodell Altier's case was calendared by Best Defense Law staff who Roebuck, Lim and respondent shared.

130. One of the issues being considered in allowing Jodell Altier to file a belated appellate brief was whether she missed the deadline because she did not have adequate legal representation in this matter. The court was unable to discern who filed the notice of appeal using respondent's credentials.

131. At the January 8, 2019, hearing, the court ultimately granted Jodell Altier an extension of time to file an appellate brief with the judge stating: "I think under these circumstances I have to give a layperson who's dealing with the lawyers in this case the benefit of the doubt."

132. During the January 8, 2019, evidentiary hearing, it also came to light that Bosecker, a disbarred attorney, had drafted documents for Jodell

Altier to file *pro se* in the matter at a time when Bosecker was suspended but not yet disbarred.

133. Jodell Altier testified that Bosecker called her after Jodell Altier missed the deadline and offered to file something to prevent dismissal of her case.

134. Both of the Altiers testified that they believed respondent ultimately was responsible for the legal representation because it was his name that appeared on all of the pleadings filed in Jodell Altier's bankruptcy appeal case.

135. Both of the Altiers testified that they relied on Resilient Group to provide them with competent legal services.

136. Furthermore, Daniel Newton Brodersen, who gave up his right to practice law in 2017, sent Joseph Altier a copy of the membership agreement for Resilient Group from an email address associated with Best Defense Law.

137. In this email, sent in February 2018, Brodersen stated:  
"Remember, those PMA fees contemplate our lawyers, as well as Roddy [Boling] and I, doing a great deal of work on the bankruptcy appeal, which is not normally something that the PMA deals with."

138. Both Joseph Altier and Brodersen signed the agreement for Resilient Group.

139. Respondent testified during his sworn statement taken in connection with these disciplinary proceedings that he was concerned about Brodersen being a “disbarred” attorney who was drafting pleadings and suggesting courses of legal actions.

140. On January 23, 2019, Jodell Altier filed Appellant’s Opening Brief *pro se*. A conference hearing was set for February 4, 2019. During the hearing, it came to light that an unknown nonlawyer at Resilient Group helped Jodell Altier draft the brief.

141. Jodell Altier testified that there was no attorney involved and that she believed a secretary or paralegal helped her.

142. Although respondent was aware of the multiple allegations of professional misconduct in connection with the Altier case, Resilient Group and Best Defense Law, respondent did not report the attorneys and the former attorneys involved to The Florida Bar.

143. By reason of the foregoing, respondent has violated the following Rules Regulating The Florida Bar:

a. 3-4.3 (1993) The standards of professional conduct to be observed by members of the bar are not limited to the observance of rules

and avoidance of prohibited acts, and the enumeration herein of certain categories of misconduct as constituting grounds for discipline shall not be deemed to be all-inclusive nor shall the failure to specify any particular act of misconduct be construed as tolerance thereof. The commission by a lawyer of any act that is unlawful or contrary to honesty and justice, whether the act is committed in the course of the attorney's relations as an attorney or otherwise, whether committed within or outside the state of Florida, and whether or not the act is a felony or misdemeanor, may constitute a cause for discipline.

b. 3-4.3 (2018) The standards of professional conduct required of members of the bar are not limited to the observance of rules and avoidance of prohibited acts, and the enumeration of certain categories of misconduct as constituting grounds for discipline are not all-inclusive nor is the failure to specify any particular act of misconduct be construed as tolerance of the act of misconduct. The commission by a lawyer of any act that is unlawful or contrary to honesty and justice may constitute a cause for discipline whether the act is committed in the course of the lawyer's relations as a lawyer or otherwise, whether committed within Florida or outside the state of Florida, and whether the act is a felony or a misdemeanor.

c. 4-1.1 A lawyer must provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness, and preparation reasonably necessary for the representation.

d. 4-1.4(a) A lawyer shall: (1) promptly inform the client of any decision or circumstance with respect to which the client's informed consent, as defined in terminology, is required by these rules; (2) reasonably consult with the client about the means by which the client's objectives are to be accomplished; (3) keep the client reasonably informed about the status of the matter; (4) promptly comply with reasonable requests for information; and (5) consult with the client about any relevant limitation on the lawyer's conduct when the lawyer knows or reasonably should know that the client expects assistance not permitted by the Rules of Professional Conduct or other law.

e. 4-1.5(a) A lawyer must not enter into an agreement for, charge, or collect an illegal, prohibited, or clearly excessive fee or cost, or a fee generated by employment that was obtained through advertising or solicitation not in compliance with the Rules Regulating The Florida Bar.



f. 4-1.6(a) A lawyer must not reveal information relating to representation of a client except as stated in subdivisions (b), (c), and (d), unless the client gives informed consent.

g. 4-1.6(e) A lawyer must make reasonable efforts to prevent the inadvertent or unauthorized disclosure of, or unauthorized access to, information relating to the representation of a client.

h. 4-1.8(f) (2010) A lawyer shall not accept compensation for representing a client from one other than the client unless: (1) the client gives informed consent; (2) there is no interference with the lawyer's independence of professional judgment or with the client-lawyer relationship; and (3) information relating to representation of a client is protected as required by rule 4-1.6.

i. 4-1.8(f) (2018) A lawyer is prohibited from accepting compensation for representing a client from one other than the client unless: (1) the client gives informed consent; (2) there is no interference with the lawyer's independence of professional judgment or with the client-lawyer relationship; and (3) information relating to representation of a client is protected as required by rule 4-1.6.

j. 4-1.16(a)(1) Except as stated in subdivision (c), a lawyer shall not represent a client or, where representation has commenced, shall

withdraw from the representation of a client if the representation will result in violation of the Rules of Professional Conduct or law.

k. 4-3.3(a) A lawyer shall not knowingly: (1) make a false statement of fact or law to a tribunal or fail to correct a false statement of material fact or law previously made to the tribunal by the lawyer; (2) fail to disclose a material fact to a tribunal when disclosure is necessary to avoid assisting a criminal or fraudulent act by the client; (3) fail to disclose to the tribunal legal authority in the controlling jurisdiction known to the lawyer to be directly adverse to the position of the client and not disclosed by opposing counsel; or (4) offer evidence that the lawyer knows to be false. A lawyer may not offer testimony that the lawyer knows to be false in the form of a narrative unless so ordered by the tribunal. If a lawyer, the lawyer's client, or a witness called by the lawyer has offered material evidence and the lawyer comes to know of its falsity, the lawyer shall take reasonable remedial measures including, if necessary, disclosure to the tribunal. A lawyer may refuse to offer evidence that the lawyer reasonably believes is false.

l. 4-3.4(c) A lawyer must not knowingly disobey an obligation under the rules of a tribunal except for an open refusal based on an assertion that no valid obligation exists.

m. 4-5.1 (a) A partner in a law firm, and a lawyer who individually or together with other lawyers possesses comparable managerial authority in a law firm, shall make reasonable efforts to ensure that the firm has in effect measures giving reasonable assurance that all lawyers therein conform to the Rules of Professional Conduct. (b) Any lawyer having direct supervisory authority over another lawyer shall make reasonable efforts to ensure that the other lawyer conforms to the Rules of Professional Conduct. (c) A lawyer shall be responsible for another lawyer's violation of the Rules of Professional Conduct if: (1) the lawyer orders the specific conduct or, with knowledge thereof, ratifies the conduct involved; or (2) the lawyer is a partner or has comparable managerial authority in the law firm in which the other lawyer practices or has direct supervisory authority over the other lawyer, and knows of the conduct at a time when its consequences can be avoided or mitigated but fails to take reasonable remedial action.

n. 4-5.3 (a) A person who uses the title of paralegal, legal assistant, or other similar term when offering or providing services to the public must work for or under the direction or supervision of a lawyer or law firm. (b) With respect to a nonlawyer employed or retained by or associated with a lawyer or an authorized business entity as defined elsewhere in

these Rules Regulating The Florida Bar: (1) a partner, and a lawyer who individually or together with other lawyers possesses comparable managerial authority in a law firm, must make reasonable efforts to ensure that the firm has in effect measures giving reasonable assurance that the person's conduct is compatible with the professional obligations of the lawyer; (2) a lawyer having direct supervisory authority over the nonlawyer must make reasonable efforts to ensure that the person's conduct is compatible with the professional obligations of the lawyer; and (3) a lawyer is responsible for conduct of such a person that would be a violation of the Rules of Professional Conduct if engaged in by a lawyer if the lawyer: (A) orders or, with the knowledge of the specific conduct, ratifies the conduct involved; or (B) is a partner or has comparable managerial authority in the law firm in which the person is employed, or has direct supervisory authority over the person, and knows of the conduct at a time when its consequences can be avoided or mitigated but fails to take reasonable remedial action. (c) Although paralegals or legal assistants may perform the duties delegated to them by the lawyer without the presence or active involvement of the lawyer, the lawyer must review and be responsible for the work product of the paralegals or legal assistants.

o. 4-5.4(a) A lawyer or law firm shall not share legal fees with a nonlawyer, except that: (1) an agreement by a lawyer with the lawyer's firm, partner, or associate may provide for the payment of money, over a reasonable period of time after the lawyer's death, to the lawyer's estate or to 1 or more specified persons; (2) a lawyer who undertakes to complete unfinished legal business of a deceased lawyer may pay to the estate of the deceased lawyer that proportion of the total compensation that fairly represents the services rendered by the deceased lawyer; (3) a lawyer who purchases the practice of a deceased, disabled, or disappeared lawyer may, in accordance with the provisions of rule 4- 1.17, pay to the estate or other legally authorized representative of that lawyer the agreed upon purchase price; (4) bonuses may be paid to nonlawyer employees for work performed, and may be based on their extraordinary efforts on a particular case or over a specified time period. Bonus payments shall not be based on cases or clients brought to the lawyer or law firm by the actions of the nonlawyer. A lawyer shall not provide a bonus payment that is calculated as a percentage of legal fees received by the lawyer or law firm; and (5) a lawyer may share court-awarded fees with a nonprofit, pro bono legal services organization that employed, retained, or recommended employment of the lawyer in the matter.

p. 4-5.4(c) A lawyer shall not form a partnership with a nonlawyer if any of the activities of the partnership consist of the practice of law.

q. 4-5.4(d) A lawyer shall not permit a person who recommends, employs, or pays the lawyer to render legal services for another to direct or regulate the lawyer's professional judgment in rendering such legal services.

r. 4-5.4(e) A lawyer shall not practice with or in the form of a business entity authorized to practice law for a profit if: (1) a nonlawyer owns any interest therein, except that a fiduciary representative of the estate of a lawyer may hold the stock or interest of the lawyer for a reasonable time during administration; or (2) a nonlawyer is a corporate director or officer thereof or occupies the position of similar responsibility in any form of association other than a corporation; or (3) a nonlawyer has the right to direct or control the professional judgment of a lawyer.

s. 4-7.18(a) (2013) Except as provided in subdivision (b) of this rule, a lawyer may not: (1) solicit, or permit employees or agents of the lawyer to solicit on the lawyer's behalf, professional employment from a prospective client with whom the lawyer has no family or prior professional relationship, in person or otherwise, when a significant motive for the

lawyer's doing so is the lawyer's pecuniary gain. The term "solicit" includes contact in person, by telephone, telegraph, or facsimile, or by other communication directed to a specific recipient and includes any written form of communication, including any electronic mail communication, directed to a specific recipient and not meeting the requirements of subdivision (b) of this rule and rules 4–7.11 through 4–7.17 of these rules.

(2) enter into an agreement for, charge, or collect a fee for professional employment obtained in violation of this rule.

t. 4-7.18(a) (2018) Except as provided in subdivision (b) of this rule, a lawyer may not: (1) solicit in person, or permit employees or agents of the lawyer to solicit in person on the lawyer's behalf, professional employment from a prospective client with whom the lawyer has no family or prior professional relationship when a significant motive for the lawyer's doing so is the lawyer's pecuniary gain. The term "solicit" includes contact in person, by telephone, by electronic means that include realtime communication face-to-face such as video telephone or video conference, or by other communication directed to a specific recipient that does not meet the requirements of subdivision (b) of this rule and rules 4-7.11 through 4-7.17 of these rules. (2) enter into an agreement for, charge, or collect a fee for professional employment obtained in violation of this rule.

u. 4-7.21(f) A name, letterhead, business card or advertisement may not imply that lawyers practice in a partnership or authorized business entity when they do not.

v. 4-7.22 (2013) (a) A lawyer may not accept referrals from a lawyer referral service, and it is a violation of these Rules Regulating the Florida Bar to do so, unless the service: (1) engages in no communication with the public and in no direct contact with prospective clients in a manner that would violate the Rules of Professional Conduct if the communication or contact were made by the lawyer; (2) receives no fee or charge that constitutes a division or sharing of fees, unless the service is a not-for-profit service approved by The Florida Bar pursuant to chapter 8 of these rules; (3) refers clients only to persons lawfully permitted to practice law in Florida when the services to be rendered constitute the practice of law in Florida; (4) carries or requires each lawyer participating in the service to carry professional liability insurance in an amount not less than \$100,000 per claim or occurrence; (5) furnishes The Florida Bar, on a quarterly basis, with the names and Florida bar membership numbers of all lawyers participating in the service; (6) furnishes The Florida Bar, on a quarterly basis, with the names of all persons authorized to act on behalf of the service; (7) responds in writing, within 15 days, to any official inquiry by bar



counsel when bar counsel is seeking information described in this subdivision or conducting an investigation into the conduct of the service or a lawyer who accepts referrals from the service; (8) neither represents nor implies to the public that the service is endorsed or approved by The Florida Bar, unless the service is subject to chapter 8 of these rules; (9) uses its actual legal name or a registered fictitious name in all communications with the public; (10) affirmatively states in all advertisements that it is a lawyer referral service; and (11) affirmatively states in all advertisements that lawyers who accept referrals from it pay to participate in the lawyer referral service. (b) A lawyer who accepts referrals from a lawyer referral service is responsible for ensuring that any advertisements or written communications used by the service comply with the requirements of the Rules Regulating the Florida Bar, including the provisions of this subchapter. (c) A “lawyer referral service” is: (1) any person, group of persons, association, organization, or entity that receives a fee or charge for referring or causing the direct or indirect referral of a potential client to a lawyer drawn from a specific group or panel of lawyers; or (2) any group or pooled advertising program operated by any person, group of persons, association, organization, or entity wherein the legal services advertisements utilize a common telephone number or website

and potential clients are then referred only to lawyers or law firms participating in the group or pooled advertising program. A pro bono referral program, in which the participating lawyers do not pay a fee or charge of any kind to receive referrals or to belong to the referral panel, and are undertaking the referred matters without expectation of remuneration, is not a lawyer referral service within the definition of this rule.

w. 4-8.3(a) (2006, 2012, 2018) A lawyer who knows that another lawyer has committed a violation of the Rules of Professional Conduct that raises a substantial question as to that lawyer's honesty, trustworthiness, or fitness as a lawyer in other respects shall inform the appropriate professional authority.

x. 4-8.3(a) (2019) A lawyer who knows that another lawyer has committed a violation of the Rules of Professional Conduct that raises a substantial question as to that lawyer's honesty, trustworthiness, or fitness as a lawyer in other respects must inform the appropriate professional authority.

y. 4-8.4(a) A lawyer shall not violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another.

z. 4-8.4(c) A lawyer shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation.

aa. 4-8.4(d) A lawyer shall not engage in conduct in connection with the practice of law that is prejudicial to the administration of justice.

bb. 4-8.6(b) No authorized business entity may engage in the practice of law in the state of Florida or render advice under or interpretations of Florida law except through officers, directors, partners, managers, agents, or employees who are qualified to render legal services in this state.

cc. 4-8.6(c) No person may serve as a partner, manager, director or executive officer of an authorized business entity that is engaged in the practice of law in Florida unless such person is legally qualified to render legal services in this state. For purposes of this rule the term “executive officer” includes the president, vice-president, or any other officer who performs a policy-making function.

dd. 4-8.6(d) A lawyer who, while acting as a shareholder, member, officer, director, partner, proprietor, manager, agent, or employee of an authorized business entity and engaged in the practice of law in Florida, violates or sanctions the violation of the authorized business entity

statutes or the Rules Regulating The Florida Bar will be subject to disciplinary action.

#### **COUNT IV**

#### **THE FLORIDA BAR FILE NO. 2019-30,726 (5B)**

The Florida Bar re-alleges paragraphs 4 through 80 as if set forth fully herein and further alleges:

144. Attorney Kathleen Achille's firm represented the defendants in the following lawsuits: Russell Shrewsbury v. Wilmington Savings Fund Society, FSB, et al., in Brevard County Circuit Court Case No. 2018-CA-12016 and Krieger v. U.S. Bank, N.A., as Legal Title Trustee for Truman, et al., in Orange County Circuit Court Case No. 2018-CA-003193.

145. Respondent was listed as counsel of record for the plaintiffs in both cases.

146. In the Shrewsbury case in Brevard County, a hearing was held on March 6, 2019 on Achille's Motion to Quash Service of Process and Motion to Vacate Default where respondent failed to appear.

147. Instead, respondent sent an *ex parte* email to the presiding judge advising that he could not be appear at the hearing due to a conflict with another matter in Lake County, Florida, that required his attendance.

148. Respondent further advised the judge that he did not represent the plaintiff, Russell Shrewsbury, and never had contact with Shrewsbury.

149. The morning of the hearing respondent filed a Motion to Discharge or Withdraw citing that respondent did not practice in the area of business torts or civil litigation, that he had not met the plaintiff, and that attorneys at Best Defense Law "behaved in a manner not consistent with [respondent's] understanding and expectations from representations previously made."

150. Despite respondent's assertion, all pleadings filed in both the Shrewsbury and Krieger cases bore respondent's signature block, his electronic signature, and his Florida Bar attorney number.

151. Further, with respect to the Shrewsbury case, Achille's client was not properly served with process, yet a default was entered against the client.

152. Achille's firm discovered the default by chance while conducting a routine docket check.

153. Respondent permitted a situation to exist whereby others were able to access his e-filing credentials and file pleadings in respondent's name in cases where respondent was not representing the clients and had no knowledge of the cases.

154. By reason of the foregoing, respondent has violated the following Rules Regulating The Florida Bar:

a. 3-4.3 (1993) The standards of professional conduct to be observed by members of the bar are not limited to the observance of rules and avoidance of prohibited acts, and the enumeration herein of certain categories of misconduct as constituting grounds for discipline shall not be deemed to be all-inclusive nor shall the failure to specify any particular act of misconduct be construed as tolerance thereof. The commission by a lawyer of any act that is unlawful or contrary to honesty and justice, whether the act is committed in the course of the attorney's relations as an attorney or otherwise, whether committed within or outside the state of Florida, and whether or not the act is a felony or misdemeanor, may constitute a cause for discipline.

b. 3-4.3 (2018) The standards of professional conduct required of members of the bar are not limited to the observance of rules and avoidance of prohibited acts, and the enumeration of certain categories of misconduct as constituting grounds for discipline are not all-inclusive nor is the failure to specify any particular act of misconduct be construed as tolerance of the act of misconduct. The commission by a lawyer of any act that is unlawful or contrary to honesty and justice may constitute a cause

for discipline whether the act is committed in the course of the lawyer's relations as a lawyer or otherwise, whether committed within Florida or outside the state of Florida, and whether the act is a felony or a misdemeanor.

c. 4-1.1 A lawyer must provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness, and preparation reasonably necessary for the representation.

d. 4-1.4(a) A lawyer shall: (1) promptly inform the client of any decision or circumstance with respect to which the client's informed consent, as defined in terminology, is required by these rules; (2) reasonably consult with the client about the means by which the client's objectives are to be accomplished; (3) keep the client reasonably informed about the status of the matter; (4) promptly comply with reasonable requests for information; and (5) consult with the client about any relevant limitation on the lawyer's conduct when the lawyer knows or reasonably should know that the client expects assistance not permitted by the Rules of Professional Conduct or other law.

e. 4-1.8(f) (2010) A lawyer shall not accept compensation for representing a client from one other than the client unless: (1) the client

gives informed consent; (2) there is no interference with the lawyer's independence of professional judgment or with the client-lawyer relationship; and (3) information relating to representation of a client is protected as required by rule 4-1.6.

f. 4-1.8(f) (2018) A lawyer is prohibited from accepting compensation for representing a client from one other than the client unless: (1) the client gives informed consent; (2) there is no interference with the lawyer's independence of professional judgment or with the client-lawyer relationship; and (3) information relating to representation of a client is protected as required by rule 4-1.6.

g. 4-1.16(a)(1) Except as stated in subdivision (c), a lawyer shall not represent a client or, where representation has commenced, shall withdraw from the representation of a client if the representation will result in violation of the Rules of Professional Conduct or law.

h. 4-3.5(b) In an adversary proceeding a lawyer shall not communicate or cause another to communicate as to the merits of the cause with a judge or an official before whom the proceeding is pending except: (1) in the course of the official proceeding in the cause; (2) in writing if the lawyer promptly delivers a copy of the writing to the opposing counsel or to the adverse party if not represented by a lawyer; (3) orally



upon notice to opposing counsel or to the adverse party if not represented by a lawyer; or (4) as otherwise authorized by law.

i. 4-4.1 In the course of representing a client a lawyer shall not knowingly **(a)** make a false statement of material fact or law to a third person; or **(b)** fail to disclose a material fact to a third person when disclosure is necessary to avoid assisting a criminal or fraudulent act by a client, unless disclosure is prohibited by rule 4-1.6.

j. 4-5.1 **(a)** A partner in a law firm, and a lawyer who individually or together with other lawyers possesses comparable managerial authority in a law firm, shall make reasonable efforts to ensure that the firm has in effect measures giving reasonable assurance that all lawyers therein conform to the Rules of Professional Conduct. **(b)** Any lawyer having direct supervisory authority over another lawyer shall make reasonable efforts to ensure that the other lawyer conforms to the Rules of Professional Conduct. **(c)** A lawyer shall be responsible for another lawyer's violation of the Rules of Professional Conduct if: (1) the lawyer orders the specific conduct or, with knowledge thereof, ratifies the conduct involved; or (2) the lawyer is a partner or has comparable managerial authority in the law firm in which the other lawyer practices or has direct supervisory authority over the other lawyer, and knows of the conduct at a

time when its consequences can be avoided or mitigated but fails to take reasonable remedial action.

k. 4-5.3 (a) A person who uses the title of paralegal, legal assistant, or other similar term when offering or providing services to the public must work for or under the direction or supervision of a lawyer or law firm. (b) With respect to a nonlawyer employed or retained by or associated with a lawyer or an authorized business entity as defined elsewhere in these Rules Regulating The Florida Bar: (1) a partner, and a lawyer who individually or together with other lawyers possesses comparable managerial authority in a law firm, must make reasonable efforts to ensure that the firm has in effect measures giving reasonable assurance that the person's conduct is compatible with the professional obligations of the lawyer; (2) a lawyer having direct supervisory authority over the nonlawyer must make reasonable efforts to ensure that the person's conduct is compatible with the professional obligations of the lawyer; and (3) a lawyer is responsible for conduct of such a person that would be a violation of the Rules of Professional Conduct if engaged in by a lawyer if the lawyer: (A) orders or, with the knowledge of the specific conduct, ratifies the conduct involved; or (B) is a partner or has comparable managerial authority in the law firm in which the person is employed, or has direct supervisory

authority over the person, and knows of the conduct at a time when its consequences can be avoided or mitigated but fails to take reasonable remedial action. (c) Although paralegals or legal assistants may perform the duties delegated to them by the lawyer without the presence or active involvement of the lawyer, the lawyer must review and be responsible for the work product of the paralegals or legal assistants.

I. 4-5.4(a) A lawyer or law firm shall not share legal fees with a nonlawyer, except that: (1) an agreement by a lawyer with the lawyer's firm, partner, or associate may provide for the payment of money, over a reasonable period of time after the lawyer's death, to the lawyer's estate or to 1 or more specified persons; (2) a lawyer who undertakes to complete unfinished legal business of a deceased lawyer may pay to the estate of the deceased lawyer that proportion of the total compensation that fairly represents the services rendered by the deceased lawyer; (3) a lawyer who purchases the practice of a deceased, disabled, or disappeared lawyer may, in accordance with the provisions of rule 4- 1.17, pay to the estate or other legally authorized representative of that lawyer the agreed upon purchase price; (4) bonuses may be paid to nonlawyer employees for work performed, and may be based on their extraordinary efforts on a particular case or over a specified time period. Bonus payments shall not

be based on cases or clients brought to the lawyer or law firm by the actions of the nonlawyer. A lawyer shall not provide a bonus payment that is calculated as a percentage of legal fees received by the lawyer or law firm; and (5) a lawyer may share court-awarded fees with a nonprofit, pro bono legal services organization that employed, retained, or recommended employment of the lawyer in the matter.

m. 4-5.4(c) A lawyer shall not form a partnership with a nonlawyer if any of the activities of the partnership consist of the practice of law.

n. 4-5.4(d) A lawyer shall not permit a person who recommends, employs, or pays the lawyer to render legal services for another to direct or regulate the lawyer's professional judgment in rendering such legal services.

o. 4-5.4(e) A lawyer shall not practice with or in the form of a business entity authorized to practice law for a profit if: (1) a nonlawyer owns any interest therein, except that a fiduciary representative of the estate of a lawyer may hold the stock or interest of the lawyer for a reasonable time during administration; or (2) a nonlawyer is a corporate director or officer thereof or occupies the position of similar responsibility in

any form of association other than a corporation; or (3) a nonlawyer has the right to direct or control the professional judgment of a lawyer.

p. 4-8.3(a) (2006, 2012, 2018) A lawyer who knows that another lawyer has committed a violation of the Rules of Professional Conduct that raises a substantial question as to that lawyer's honesty, trustworthiness, or fitness as a lawyer in other respects shall inform the appropriate professional authority.

q. 4-8.3(a) (2019) A lawyer who knows that another lawyer has committed a violation of the Rules of Professional Conduct that raises a substantial question as to that lawyer's honesty, trustworthiness, or fitness as a lawyer in other respects must inform the appropriate professional authority.

r. 4-8.4(a) A lawyer shall not violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another.

s. 4-8.4(c) A lawyer shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation.

t. 4-8.4(d) A lawyer shall not engage in conduct in connection with the practice of law that is prejudicial to the administration of justice.

u. 4-8.6(b) No authorized business entity may engage in the practice of law in the state of Florida or render advice under or interpretations of Florida law except through officers, directors, partners, managers, agents, or employees who are qualified to render legal services in this state.

v. 4-8.6(c) No person may serve as a partner, manager, director or executive officer of an authorized business entity that is engaged in the practice of law in Florida unless such person is legally qualified to render legal services in this state. For purposes of this rule the term “executive officer” includes the president, vice-president, or any other officer who performs a policy-making function.

w. 4-8.6(d) A lawyer who, while acting as a shareholder, member, officer, director, partner, proprietor, manager, agent, or employee of an authorized business entity and engaged in the practice of law in Florida, violates or sanctions the violation of the authorized business entity statutes or the Rules Regulating The Florida Bar will be subject to disciplinary action.

## **COUNT V**

**THE FLORIDA BAR FILE NO. 2020-30,084 (5B)**

The Florida Bar re-alleges paragraphs 4 through 80 as if set forth fully herein and further alleges:

155. William Hammond, a resident of Montana, owned a timeshare at a resort known as Festiva, located in Maryland.

156. Although Hammond never retained respondent or Best Defense Law, Festiva resort was advised otherwise.

157. Hammond advised that he was told that the resort had received an injunction from Best Defense Law Team on March 7, 2018.

158. As a result of the apparent legal dispute, Festiva resort refused to permit Hammond use of his timeshare located at a resort property in Maryland.

159. When Hammond attempted to contact respondent and/or Best Defense Law Team, he was unable to reach anyone. Best Defense Law Team's website was no longer operational, and Hammond was unable to leave a message at the phone number listed.

160. Respondent's failure to exercise supervision and control over the case managers, lawyers and non-lawyers working with Best Defense Law resulted in respondent being unaware he was representing Hammond.

161. Respondent permitted a situation to exist whereby William Howell was able to use respondent's law firm to solicit timeshare owners

and to lead the owners to believe they were receiving legal services from respondent.

162. By reason of the foregoing, respondent has violated the following Rules Regulating The Florida Bar:

a. 3-4.3 (1993) The standards of professional conduct to be observed by members of the bar are not limited to the observance of rules and avoidance of prohibited acts, and the enumeration herein of certain categories of misconduct as constituting grounds for discipline shall not be deemed to be all-inclusive nor shall the failure to specify any particular act of misconduct be construed as tolerance thereof. The commission by a lawyer of any act that is unlawful or contrary to honesty and justice, whether the act is committed in the course of the attorney's relations as an attorney or otherwise, whether committed within or outside the state of Florida, and whether or not the act is a felony or misdemeanor, may constitute a cause for discipline.

b. 3-4.3 (2018) The standards of professional conduct required of members of the bar are not limited to the observance of rules and avoidance of prohibited acts, and the enumeration of certain categories of misconduct as constituting grounds for discipline are not all-inclusive nor is the failure to specify any particular act of misconduct be construed as



tolerance of the act of misconduct. The commission by a lawyer of any act that is unlawful or contrary to honesty and justice may constitute a cause for discipline whether the act is committed in the course of the lawyer's relations as a lawyer or otherwise, whether committed within Florida or outside the state of Florida, and whether the act is a felony or a misdemeanor.

c. 4-1.1 A lawyer must provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness, and preparation reasonably necessary for the representation.

d. 4-1.4 (a) Informing Client of Status of Representation. A lawyer shall: (1) promptly inform the client of any decision or circumstance with respect to which the client's informed consent, as defined in terminology, is required by these rules; (2) reasonably consult with the client about the means by which the client's objectives are to be accomplished; (3) keep the client reasonably informed about the status of the matter; (4) promptly comply with reasonable requests for information; and (5) consult with the client about any relevant limitation on the lawyer's conduct when the lawyer knows or reasonably should know that the client expects assistance not permitted by the Rules of Professional Conduct or

other law. (b) Duty to Explain Matters to Client. A lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation.

e. 4-1.5(a) (2012, 2018) An attorney shall not enter into an agreement for, charge, or collect an illegal, prohibited, or clearly excessive fee or cost, or a fee generated by employment that was obtained through advertising or solicitation not in compliance with the Rules Regulating The Florida Bar.

f. 4-1.6(a) A lawyer must not reveal information relating to representation of a client except as stated in subdivisions (b), (c), and (d), unless the client gives informed consent.

g. 4-1.6(e) A lawyer must make reasonable efforts to prevent the inadvertent or unauthorized disclosure of, or unauthorized access to, information relating to the representation of a client.

h. 4-1.8(f) (2010) A lawyer shall not accept compensation for representing a client from one other than the client unless: (1) the client gives informed consent; (2) there is no interference with the lawyer's independence of professional judgment or with the client-lawyer relationship; and (3) information relating to representation of a client is protected as required by rule 4-1.6.

i. 4-1.8(f) (2018) A lawyer is prohibited from accepting compensation for representing a client from one other than the client unless: (1) the client gives informed consent; (2) there is no interference with the lawyer's independence of professional judgment or with the client-lawyer relationship; and (3) information relating to representation of a client is protected as required by rule 4-1.6.

j. 4-4.1 In the course of representing a client a lawyer shall not knowingly (a) make a false statement of material fact or law to a third person; or (b) fail to disclose a material fact to a third person when disclosure is necessary to avoid assisting a criminal or fraudulent act by a client, unless disclosure is prohibited by rule 4-1.6.

k. 4-5.1 (a) A partner in a law firm, and a lawyer who individually or together with other lawyers possesses comparable managerial authority in a law firm, shall make reasonable efforts to ensure that the firm has in effect measures giving reasonable assurance that all lawyers therein conform to the Rules of Professional Conduct. (b) Any lawyer having direct supervisory authority over another lawyer shall make reasonable efforts to ensure that the other lawyer conforms to the Rules of Professional Conduct. (c) A lawyer shall be responsible for another lawyer's violation of the Rules of Professional Conduct if: (1) the lawyer

orders the specific conduct or, with knowledge thereof, ratifies the conduct involved; or (2) the lawyer is a partner or has comparable managerial authority in the law firm in which the other lawyer practices or has direct supervisory authority over the other lawyer, and knows of the conduct at a time when its consequences can be avoided or mitigated but fails to take reasonable remedial action.

I. 4-5.3 (a) A person who uses the title of paralegal, legal assistant, or other similar term when offering or providing services to the public must work for or under the direction or supervision of a lawyer or law firm. (b) With respect to a nonlawyer employed or retained by or associated with a lawyer or an authorized business entity as defined elsewhere in these Rules Regulating The Florida Bar: (1) a partner, and a lawyer who individually or together with other lawyers possesses comparable managerial authority in a law firm, must make reasonable efforts to ensure that the firm has in effect measures giving reasonable assurance that the person's conduct is compatible with the professional obligations of the lawyer; (2) a lawyer having direct supervisory authority over the nonlawyer must make reasonable efforts to ensure that the person's conduct is compatible with the professional obligations of the lawyer; and (3) a lawyer is responsible for conduct of such a person that would be a violation of the

Rules of Professional Conduct if engaged in by a lawyer if the lawyer: (A) orders or, with the knowledge of the specific conduct, ratifies the conduct involved; or (B) is a partner or has comparable managerial authority in the law firm in which the person is employed, or has direct supervisory authority over the person, and knows of the conduct at a time when its consequences can be avoided or mitigated but fails to take reasonable remedial action. (c) Although paralegals or legal assistants may perform the duties delegated to them by the lawyer without the presence or active involvement of the lawyer, the lawyer must review and be responsible for the work product of the paralegals or legal assistants.

m. 4-5.4(a) A lawyer or law firm shall not share legal fees with a nonlawyer, except that: (1) an agreement by a lawyer with the lawyer's firm, partner, or associate may provide for the payment of money, over a reasonable period of time after the lawyer's death, to the lawyer's estate or to 1 or more specified persons; (2) a lawyer who undertakes to complete unfinished legal business of a deceased lawyer may pay to the estate of the deceased lawyer that proportion of the total compensation that fairly represents the services rendered by the deceased lawyer; (3) a lawyer who purchases the practice of a deceased, disabled, or disappeared lawyer may, in accordance with the provisions of rule 4- 1.17, pay to the

estate or other legally authorized representative of that lawyer the agreed upon purchase price; (4) bonuses may be paid to nonlawyer employees for work performed, and may be based on their extraordinary efforts on a particular case or over a specified time period. Bonus payments shall not be based on cases or clients brought to the lawyer or law firm by the actions of the nonlawyer. A lawyer shall not provide a bonus payment that is calculated as a percentage of legal fees received by the lawyer or law firm; and (5) a lawyer may share court-awarded fees with a nonprofit, pro bono legal services organization that employed, retained, or recommended employment of the lawyer in the matter.

n. 4-5.4(c) A lawyer shall not form a partnership with a nonlawyer if any of the activities of the partnership consist of the practice of law.

o. 4-5.4(d) A lawyer shall not permit a person who recommends, employs, or pays the lawyer to render legal services for another to direct or regulate the lawyer's professional judgment in rendering such legal services.

p. 4-5.4(e) A lawyer shall not practice with or in the form of a business entity authorized to practice law for a profit if: (1) a nonlawyer owns any interest therein, except that a fiduciary representative of the

estate of a lawyer may hold the stock or interest of the lawyer for a reasonable time during administration; or (2) a nonlawyer is a corporate director or officer thereof or occupies the position of similar responsibility in any form of association other than a corporation; or (3) a nonlawyer has the right to direct or control the professional judgment of a lawyer.

q. 4-5.5(a) A lawyer may not practice law in a jurisdiction other than the lawyer's home state, in violation of the regulation of the legal profession in that jurisdiction, or in violation of the regulation of the legal profession in the lawyer's home state or assist another in doing so.

r. 4-7.18(a) (2013) Except as provided in subdivision (b) of this rule, a lawyer may not: (1) solicit, or permit employees or agents of the lawyer to solicit on the lawyer's behalf, professional employment from a prospective client with whom the lawyer has no family or prior professional relationship, in person or otherwise, when a significant motive for the lawyer's doing so is the lawyer's pecuniary gain. The term "solicit" includes contact in person, by telephone, telegraph, or facsimile, or by other communication directed to a specific recipient and includes any written form of communication, including any electronic mail communication, directed to a specific recipient and not meeting the requirements of subdivision (b) of this rule and rules 4-7.11 through 4-7.17 of these rules.

(2) enter into an agreement for, charge, or collect a fee for professional employment obtained in violation of this rule.

s. 4-7.18(a) (2018) Except as provided in subdivision (b) of this rule, a lawyer may not: (1) solicit in person, or permit employees or agents of the lawyer to solicit in person on the lawyer's behalf, professional employment from a prospective client with whom the lawyer has no family or prior professional relationship when a significant motive for the lawyer's doing so is the lawyer's pecuniary gain. The term "solicit" includes contact in person, by telephone, by electronic means that include realtime communication face-to-face such as video telephone or video conference, or by other communication directed to a specific recipient that does not meet the requirements of subdivision (b) of this rule and rules 4-7.11 through 4-7.17 of these rules. (2) enter into an agreement for, charge, or collect a fee for professional employment obtained in violation of this rule.

t. 4-7.22 (2013) (a) A lawyer may not accept referrals from a lawyer referral service, and it is a violation of these Rules Regulating the Florida Bar to do so, unless the service: (1) engages in no communication with the public and in no direct contact with prospective clients in a manner that would violate the Rules of Professional Conduct if the communication or contact were made by the lawyer; (2) receives no fee or charge that



constitutes a division or sharing of fees, unless the service is a not-for-profit service approved by The Florida Bar pursuant to chapter 8 of these rules;

(3) refers clients only to persons lawfully permitted to practice law in Florida when the services to be rendered constitute the practice of law in Florida;

(4) carries or requires each lawyer participating in the service to carry professional liability insurance in an amount not less than \$100,000 per claim or occurrence; (5) furnishes The Florida Bar, on a quarterly basis, with the names and Florida bar membership numbers of all lawyers participating in the service; (6) furnishes The Florida Bar, on a quarterly basis, with the names of all persons authorized to act on behalf of the service; (7) responds in writing, within 15 days, to any official inquiry by bar counsel when bar counsel is seeking information described in this subdivision or conducting an investigation into the conduct of the service or a lawyer who accepts referrals from the service; (8) neither represents nor implies to the public that the service is endorsed or approved by The Florida Bar, unless the service is subject to chapter 8 of these rules; (9) uses its actual legal name or a registered fictitious name in all communications with the public; (10) affirmatively states in all advertisements that it is a lawyer referral service; and (11) affirmatively states in all advertisements that lawyers who accept referrals from it pay to

participate in the lawyer referral service. (b) A lawyer who accepts referrals from a lawyer referral service is responsible for ensuring that any advertisements or written communications used by the service comply with the requirements of the Rules Regulating the Florida Bar, including the provisions of this subchapter. (c) A “lawyer referral service” is: (1) any person, group of persons, association, organization, or entity that receives a fee or charge for referring or causing the direct or indirect referral of a potential client to a lawyer drawn from a specific group or panel of lawyers; or (2) any group or pooled advertising program operated by any person, group of persons, association, organization, or entity wherein the legal services advertisements utilize a common telephone number or website and potential clients are then referred only to lawyers or law firms participating in the group or pooled advertising program. A pro bono referral program, in which the participating lawyers do not pay a fee or charge of any kind to receive referrals or to belong to the referral panel, and are undertaking the referred matters without expectation of remuneration, is not a lawyer referral service within the definition of this rule.

u. 4-8.4(a) A lawyer shall not violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another.

v. 4-8.4(c) A lawyer shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation.

w. 4-8.6(b) No authorized business entity may engage in the practice of law in the state of Florida or render advice under or interpretations of Florida law except through officers, directors, partners, managers, agents, or employees who are qualified to render legal services in this state.

x. 4-8.6(c) No person may serve as a partner, manager, director or executive officer of an authorized business entity that is engaged in the practice of law in Florida unless such person is legally qualified to render legal services in this state. For purposes of this rule the term “executive officer” includes the president, vice-president, or any other officer who performs a policy-making function.

y. 4-8.6(d) A lawyer who, while acting as a shareholder, member, officer, director, partner, proprietor, manager, agent, or employee of an authorized business entity and engaged in the practice of law in Florida, violates or sanctions the violation of the authorized business entity statutes or the Rules Regulating The Florida Bar will be subject to disciplinary action.

## **COUNT VI**

### **THE FLORIDA BAR FILE NO. 2020-30,781 (5B)**

The Florida Bar re-alleges paragraphs 4 through 80 as if set forth fully herein and further alleges:

163. Joseph Nemchik believed he retained respondent through his membership in Resilient Group, PMA to represent him as the plaintiff in a civil case filed in Orange County Circuit Court, Nemchik v. Parablis, et. al., Case No. 2016-CA-010177.

164. Respondent explained that his involvement in this case was limited to filing a motion to continue on January 15, 2018, after being approached by a shared administrative person that neither attorney Roebuck or Lim were available to cover a hearing that was set.

165. However, respondent's motion to continue filed on January 15, 2018, stated that respondent's law firm had just been retained by Nemchik on January 12, 2018, and that he was requesting to reschedule the hearing within the next thirty days to competently prepare to argue opposing counsel's motions.

166. Respondent's motion indicated that it was submitted by Allan Campbell, Esq., with Best Defense Law.

167. Furthermore, a Notice of Appearance was filed on January 10, 2018, also stating that it was submitted by respondent and that Allan Campbell, Esq., with Best Defense Law was entering his appearance as counsel of record.

168. Prior to respondent entering his notice of appearance, Nemchik was *pro se*.

169. Respondent received an Order Setting Status Hearing approximately 20 months later and realized he remained counsel of record in Nemchik's case.

170. Upon receiving this order setting a status hearing for January 10, 2020, respondent promptly filed a Motion to Withdraw from Continued Representation on November 22, 2019.

171. In his motion to withdraw, respondent stated that he was no longer associated with Best Defense Law and had not been since March 2018.

172. Respondent further stated that he had not met with and did not know nor have any attorney-client relationship with Nemchik since having left Best Defense Law.

173. Finally, respondent stated that he had no independent means of contacting Nemchik about the case and the hearing.

174. Respondent did not set his motion to withdraw for hearing, and the court did not enter an order granting respondent's withdrawal.

175. When respondent and Nemchik failed to appear for the status hearing on January 10, 2020, the case was dismissed.

176. Respondent believed he did not need to appear at the January 10, 2020, hearing because he could offer no information about the case and expected that Nemchik would be present as he was noticed about the hearing.

177. Nemchik has stated that he had met with respondent many times and that respondent had all of his contact information.

178. After learning the case was dismissed, Nemchik filed a motion to vacate the dismissal. The court then set a hearing on Nemchik's motion for January 30, 2020.

179. Thereafter, Nemchik contacted respondent and insisted that respondent file a motion to correct the dismissal.

180. On January 29, 2020, respondent filed a Motion to Hear Motion to Withdraw First and a Cross-Notice of Hearing to have his motion to withdraw heard at the January 30 hearing.

181. Both respondent and Nemchik appeared at the January 30, 2020, hearing.

182. Respondent stated that the court did not hear argument on respondent's motion to withdraw and found that because Nemchik had counsel, his *pro se* motions were moot.

183. Respondent then filed a Motion to Correct Mistake based on the Florida Rules of Criminal Procedure, realizing that he needed the case reopened for the court to hear his motion to withdraw.

184. A hearing was held on respondent's motion on March 3, 2020. The court denied respondent's motion to correct mistake but granted his amended motion to withdraw.

185. By reason of the foregoing, respondent has violated the following Rules Regulating The Florida Bar:

a. 3-4.3 (1993) The standards of professional conduct to be observed by members of the bar are not limited to the observance of rules and avoidance of prohibited acts, and the enumeration herein of certain categories of misconduct as constituting grounds for discipline shall not be deemed to be all-inclusive nor shall the failure to specify any particular act of misconduct be construed as tolerance thereof. The commission by a lawyer of any act that is unlawful or contrary to honesty and justice, whether the act is committed in the course of the attorney's relations as an attorney or otherwise, whether committed within or outside the state of

Florida, and whether or not the act is a felony or misdemeanor, may constitute a cause for discipline.

b. 3-4.3 (2018) The standards of professional conduct required of members of the bar are not limited to the observance of rules and avoidance of prohibited acts, and the enumeration of certain categories of misconduct as constituting grounds for discipline are not all-inclusive nor is the failure to specify any particular act of misconduct be construed as tolerance of the act of misconduct. The commission by a lawyer of any act that is unlawful or contrary to honesty and justice may constitute a cause for discipline whether the act is committed in the course of the lawyer's relations as a lawyer or otherwise, whether committed within Florida or outside the state of Florida, and whether the act is a felony or a misdemeanor.

c. 4-1.1 A lawyer must provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness, and preparation reasonably necessary for the representation.

d. 4-1.4(a) A lawyer shall: (1) promptly inform the client of any decision or circumstance with respect to which the client's informed consent, as defined in terminology, is required by these rules; (2)



reasonably consult with the client about the means by which the client's objectives are to be accomplished; (3) keep the client reasonably informed about the status of the matter; (4) promptly comply with reasonable requests for information; and (5) consult with the client about any relevant limitation on the lawyer's conduct when the lawyer knows or reasonably should know that the client expects assistance not permitted by the Rules of Professional Conduct or other law.

e. 4-1.5(a) A lawyer must not enter into an agreement for, charge, or collect an illegal, prohibited, or clearly excessive fee or cost, or a fee generated by employment that was obtained through advertising or solicitation not in compliance with the Rules Regulating The Florida Bar.

f. 4-1.8(f) (2010) A lawyer shall not accept compensation for representing a client from one other than the client unless: (1) the client gives informed consent; (2) there is no interference with the lawyer's independence of professional judgment or with the client-lawyer relationship; and (3) information relating to representation of a client is protected as required by rule 4-1.6.

g. 4-1.8(f) (2018) A lawyer is prohibited from accepting compensation for representing a client from one other than the client unless: (1) the client gives informed consent; (2) there is no interference

with the lawyer's independence of professional judgment or with the client-lawyer relationship; and (3) information relating to representation of a client is protected as required by rule 4-1.6.

h. 4-1.16(d) Upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interest, such as giving reasonable notice to the client, allowing time for employment of other counsel, surrendering papers and property to which the client is entitled, and refunding any advance payment of fee or expense that has not been earned or incurred. The lawyer may retain papers and other property relating to or belonging to the client to the extent permitted by law.

i. 4-3.3(a) A lawyer shall not knowingly: (1) make a false statement of fact or law to a tribunal or fail to correct a false statement of material fact or law previously made to the tribunal by the lawyer; (2) fail to disclose a material fact to a tribunal when disclosure is necessary to avoid assisting a criminal or fraudulent act by the client; (3) fail to disclose to the tribunal legal authority in the controlling jurisdiction known to the lawyer to be directly adverse to the position of the client and not disclosed by opposing counsel; or (4) offer evidence that the lawyer knows to be false. A lawyer may not offer testimony that the lawyer knows to be false in the form

of a narrative unless so ordered by the tribunal. If a lawyer, the lawyer's client, or a witness called by the lawyer has offered material evidence and the lawyer comes to know of its falsity, the lawyer shall take reasonable remedial measures including, if necessary, disclosure to the tribunal. A lawyer may refuse to offer evidence that the lawyer reasonably believes is false.

j. 4-3.4(c) A lawyer must not knowingly disobey an obligation under the rules of a tribunal except for an open refusal based on an assertion that no valid obligation exists.

k. 4-5.1 (a) A partner in a law firm, and a lawyer who individually or together with other lawyers possesses comparable managerial authority in a law firm, shall make reasonable efforts to ensure that the firm has in effect measures giving reasonable assurance that all lawyers therein conform to the Rules of Professional Conduct. (b) Any lawyer having direct supervisory authority over another lawyer shall make reasonable efforts to ensure that the other lawyer conforms to the Rules of Professional Conduct. (c) A lawyer shall be responsible for another lawyer's violation of the Rules of Professional Conduct if: (1) the lawyer orders the specific conduct or, with knowledge thereof, ratifies the conduct involved; or (2) the lawyer is a partner or has comparable managerial

authority in the law firm in which the other lawyer practices or has direct supervisory authority over the other lawyer, and knows of the conduct at a time when its consequences can be avoided or mitigated but fails to take reasonable remedial action.

I. 4-5.3 (a) A person who uses the title of paralegal, legal assistant, or other similar term when offering or providing services to the public must work for or under the direction or supervision of a lawyer or law firm. (b) With respect to a nonlawyer employed or retained by or associated with a lawyer or an authorized business entity as defined elsewhere in these Rules Regulating The Florida Bar: (1) a partner, and a lawyer who individually or together with other lawyers possesses comparable managerial authority in a law firm, must make reasonable efforts to ensure that the firm has in effect measures giving reasonable assurance that the person's conduct is compatible with the professional obligations of the lawyer; (2) a lawyer having direct supervisory authority over the nonlawyer must make reasonable efforts to ensure that the person's conduct is compatible with the professional obligations of the lawyer; and (3) a lawyer is responsible for conduct of such a person that would be a violation of the Rules of Professional Conduct if engaged in by a lawyer if the lawyer: (A) orders or, with the knowledge of the specific conduct, ratifies the conduct

involved; or (B) is a partner or has comparable managerial authority in the law firm in which the person is employed, or has direct supervisory authority over the person, and knows of the conduct at a time when its consequences can be avoided or mitigated but fails to take reasonable remedial action. (c) Although paralegals or legal assistants may perform the duties delegated to them by the lawyer without the presence or active involvement of the lawyer, the lawyer must review and be responsible for the work product of the paralegals or legal assistants.

m. 4-5.4(a) A lawyer or law firm shall not share legal fees with a nonlawyer, except that: (1) an agreement by a lawyer with the lawyer's firm, partner, or associate may provide for the payment of money, over a reasonable period of time after the lawyer's death, to the lawyer's estate or to 1 or more specified persons; (2) a lawyer who undertakes to complete unfinished legal business of a deceased lawyer may pay to the estate of the deceased lawyer that proportion of the total compensation that fairly represents the services rendered by the deceased lawyer; (3) a lawyer who purchases the practice of a deceased, disabled, or disappeared lawyer may, in accordance with the provisions of rule 4- 1.17, pay to the estate or other legally authorized representative of that lawyer the agreed upon purchase price; (4) bonuses may be paid to nonlawyer employees for

work performed, and may be based on their extraordinary efforts on a particular case or over a specified time period. Bonus payments shall not be based on cases or clients brought to the lawyer or law firm by the actions of the nonlawyer. A lawyer shall not provide a bonus payment that is calculated as a percentage of legal fees received by the lawyer or law firm; and (5) a lawyer may share court-awarded fees with a nonprofit, pro bono legal services organization that employed, retained, or recommended employment of the lawyer in the matter.

n. 4-5.4(c) A lawyer shall not form a partnership with a nonlawyer if any of the activities of the partnership consist of the practice of law.

o. 4-5.4(d) A lawyer shall not permit a person who recommends, employs, or pays the lawyer to render legal services for another to direct or regulate the lawyer's professional judgment in rendering such legal services.

p. 4-5.4(e) A lawyer shall not practice with or in the form of a business entity authorized to practice law for a profit if: (1) a nonlawyer owns any interest therein, except that a fiduciary representative of the estate of a lawyer may hold the stock or interest of the lawyer for a reasonable time during administration; or (2) a nonlawyer is a corporate

director or officer thereof or occupies the position of similar responsibility in any form of association other than a corporation; or (3) a nonlawyer has the right to direct or control the professional judgment of a lawyer.

q. 4-7.18(a) (2013) Except as provided in subdivision (b) of this rule, a lawyer may not: (1) solicit, or permit employees or agents of the lawyer to solicit on the lawyer's behalf, professional employment from a prospective client with whom the lawyer has no family or prior professional relationship, in person or otherwise, when a significant motive for the lawyer's doing so is the lawyer's pecuniary gain. The term "solicit" includes contact in person, by telephone, telegraph, or facsimile, or by other communication directed to a specific recipient and includes any written form of communication, including any electronic mail communication, directed to a specific recipient and not meeting the requirements of subdivision (b) of this rule and rules 4–7.11 through 4–7.17 of these rules. (2) enter into an agreement for, charge, or collect a fee for professional employment obtained in violation of this rule.

r. 4-7.18(a) (2018) Except as provided in subdivision (b) of this rule, a lawyer may not: (1) solicit in person, or permit employees or agents of the lawyer to solicit in person on the lawyer's behalf, professional employment from a prospective client with whom the lawyer has no family

or prior professional relationship when a significant motive for the lawyer's doing so is the lawyer's pecuniary gain. The term "solicit" includes contact in person, by telephone, by electronic means that include realtime communication face-to-face such as video telephone or video conference, or by other communication directed to a specific recipient that does not meet the requirements of subdivision (b) of this rule and rules 4-7.11 through 4-7.17 of these rules. (2) enter into an agreement for, charge, or collect a fee for professional employment obtained in violation of this rule.

s. 4-7.21(f) A name, letterhead, business card or advertisement may not imply that lawyers practice in a partnership or authorized business entity when they do not.

t. 4-7.22 (2013) (a) A lawyer may not accept referrals from a lawyer referral service, and it is a violation of these Rules Regulating the Florida Bar to do so, unless the service: (1) engages in no communication with the public and in no direct contact with prospective clients in a manner that would violate the Rules of Professional Conduct if the communication or contact were made by the lawyer; (2) receives no fee or charge that constitutes a division or sharing of fees, unless the service is a not-for-profit service approved by The Florida Bar pursuant to chapter 8 of these rules; (3) refers clients only to persons lawfully permitted to practice law in Florida



when the services to be rendered constitute the practice of law in Florida;

(4) carries or requires each lawyer participating in the service to carry professional liability insurance in an amount not less than \$100,000 per claim or occurrence; (5) furnishes The Florida Bar, on a quarterly basis, with the names and Florida bar membership numbers of all lawyers participating in the service; (6) furnishes The Florida Bar, on a quarterly basis, with the names of all persons authorized to act on behalf of the service; (7) responds in writing, within 15 days, to any official inquiry by bar counsel when bar counsel is seeking information described in this subdivision or conducting an investigation into the conduct of the service or a lawyer who accepts referrals from the service; (8) neither represents nor implies to the public that the service is endorsed or approved by The Florida Bar, unless the service is subject to chapter 8 of these rules; (9) uses its actual legal name or a registered fictitious name in all communications with the public; (10) affirmatively states in all advertisements that it is a lawyer referral service; and (11) affirmatively states in all advertisements that lawyers who accept referrals from it pay to participate in the lawyer referral service. (b) A lawyer who accepts referrals from a lawyer referral service is responsible for ensuring that any advertisements or written communications used by the service comply with

the requirements of the Rules Regulating the Florida Bar, including the provisions of this subchapter. (c) A “lawyer referral service” is: (1) any person, group of persons, association, organization, or entity that receives a fee or charge for referring or causing the direct or indirect referral of a potential client to a lawyer drawn from a specific group or panel of lawyers; or (2) any group or pooled advertising program operated by any person, group of persons, association, organization, or entity wherein the legal services advertisements utilize a common telephone number or website and potential clients are then referred only to lawyers or law firms participating in the group or pooled advertising program. A pro bono referral program, in which the participating lawyers do not pay a fee or charge of any kind to receive referrals or to belong to the referral panel, and are undertaking the referred matters without expectation of remuneration, is not a lawyer referral service within the definition of this rule.

u. 4-8.3(a) (2006, 2012, 2018) A lawyer who knows that another lawyer has committed a violation of the Rules of Professional Conduct that raises a substantial question as to that lawyer's honesty, trustworthiness, or fitness as a lawyer in other respects shall inform the appropriate professional authority.

v. 4-8.3(a) (2019) A lawyer who knows that another lawyer has committed a violation of the Rules of Professional Conduct that raises a substantial question as to that lawyer's honesty, trustworthiness, or fitness as a lawyer in other respects must inform the appropriate professional authority.

w. 4-8.4(a) A lawyer shall not violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another.

x. 4-8.4(c) A lawyer shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation.

y. 4-8.4(d) A lawyer shall not engage in conduct in connection with the practice of law that is prejudicial to the administration of justice.

z. 4-8.6(b) No authorized business entity may engage in the practice of law in the state of Florida or render advice under or interpretations of Florida law except through officers, directors, partners, managers, agents, or employees who are qualified to render legal services in this state.

aa. 4-8.6(c) No person may serve as a partner, manager, director or executive officer of an authorized business entity that is

engaged in the practice of law in Florida unless such person is legally qualified to render legal services in this state. For purposes of this rule the term “executive officer” includes the president, vice-president, or any other officer who performs a policy-making function.

bb. 4-8.6(d) A lawyer who, while acting as a shareholder, member, officer, director, partner, proprietor, manager, agent, or employee of an authorized business entity and engaged in the practice of law in Florida, violates or sanctions the violation of the authorized business entity statutes or the Rules Regulating The Florida Bar will be subject to disciplinary action.

WHEREFORE, The Florida Bar prays respondent will be appropriately disciplined in accordance with the provisions of the Rules Regulating The Florida Bar as amended.



LAURA N. GRYB, Bar Counsel  
The Florida Bar  
1000 Legion Place, Suite 1625  
Orlando, Florida 32801-1050  
(407) 425-5424  
Florida Bar No. 89047  
[lgryb@floridabar.org](mailto:lgryb@floridabar.org)  
[orlandooffice@floridabar.org](mailto:orlandooffice@floridabar.org)  
[dsullivan@floridabar.org](mailto:dsullivan@floridabar.org)



PATRICIA ANN TORO SAVITZ  
Staff Counsel  
The Florida Bar  
651 E. Jefferson Street  
Tallahassee, Florida 32399  
(850) 561-5839  
Florida Bar No. 559547  
[psavitz@floridabar.org](mailto:psavitz@floridabar.org)

### **CERTIFICATE OF SERVICE**

I certify that this document has been efiled with The Honorable John A. Tomasino, Clerk of the Supreme Court of Florida, using the e-filing portal, and that a copy has been furnished by United States Mail via certified mail No. 7017 1450 0000 7821 0827, return receipt requested to Allan Campbell, Respondent, whose record Bar address is The Law Office of Allan Campbell, Post Office Box 953724, Lake Mary, Florida 32795-3724, and via email at [attyacampbell@aol.com](mailto:attyacampbell@aol.com); and to Laura N. Gryb, Bar Counsel, The Florida Bar, 1000 Legion Place, Suite 1625, Orlando, Florida 32801-1050, via email at [lgryb@floridabar.org](mailto:lgryb@floridabar.org), [orlandooffice@floridabar.org](mailto:orlandooffice@floridabar.org), on this 29th day of October, 2021.



Patricia Ann Toro Savitz  
Staff Counsel

**NOTICE OF TRIAL COUNSEL AND DESIGNATION OF PRIMARY EMAIL ADDRESS**

PLEASE TAKE NOTICE that the trial counsel in this matter is Laura N. Gryb, Bar Counsel, whose address, telephone number and primary email address are The Florida Bar, 1000 Legion Place, Suite 1625, Orlando, Florida 32801-1050, (407) 425-5424 and [lgryb@floridabar.org](mailto:lgryb@floridabar.org), [orlandooffice@floridabar.org](mailto:orlandooffice@floridabar.org), [dsullivan@floridabar.org](mailto:dsullivan@floridabar.org). Respondent need not address pleadings, correspondence, etc. in this matter to anyone other than trial counsel and to Staff Counsel, The Florida Bar, 651 East Jefferson Street, Tallahassee, Florida 32399, [psavitz@floridabar.org](mailto:psavitz@floridabar.org).

**MANDATORY ANSWER NOTICE**

RULE 3-7.6(h)(2), RULES REGULATING THE FLORIDA BAR,  
PROVIDES THAT A RESPONDENT SHALL ANSWER A COMPLAINT.