

IN THE SUPREME COURT OF FLORIDA

THE FLORIDA BAR,

Complainant,

v.

ANDREA MARIE ROEBUCK,

Respondent.

Supreme Court Case
No. SC-

The Florida Bar File Nos.
2019-30,319 (5B),
2019-30,611 (5B),
2019-30,718 (5B)

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COMPLAINT

The Florida Bar, complainant, files this Complaint against Andrea Marie Roebuck, 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 May 2, 2011, and is subject to the jurisdiction of the Supreme Court of Florida.
2. Respondent practiced law in Seminole and Orange 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.

GENERAL ALLEGATIONS

4. In or around April 2012, Darrin Lavine, a nonlawyer, formed Titans Reserve Group, LLC.

5. Titans Reserve Group operated as a private member association, known as Titans Reserve Group PMA, and provided members, who paid membership fees, with services to assist the members in challenging the validity of mortgage notes in their personal foreclosure defense cases.

6. Titans Reserve Group provided its members with information as to how the members could handle their litigation, primarily foreclosure defense, as *pro se* litigants.

7. Initially, respondent was employed directly by Titans Reserve Group, where she worked under Darrin Lavin and his wife, Lina Lavine, both of whom were nonlawyers.

8. Respondent testified during a sworn statement in this disciplinary matter that Titans Reserve Group did “pro se handling of issues” and “case law education.”

9. Kelley Andrea Bosecker provided members of Titans Reserve Group with legal services until her suspension from the practice of law effective May 27, 2016.

10. During this time, respondent opened her own law firm, Allegiant Law, P.A., on or about May 5, 2017, naming herself as vice president and Lina Lavine, as secretary.

11. Lina Lavine handled the bookkeeping for Allegiant Law, P.A. and Titans Reserve Group.

12. After forming Allegiant Law, P.A., respondent continued to work with Titan Reserve providing legal services to its members.

13. The members would pay Titans Reserve Group for legal services, and Titans Reserve Group would pay respondent's salary as it had previously done.

14. Respondent previously testified in an affidavit provided in Florida Supreme Court Case No. SC16-1386 that she took on a number of cases for Bosecker during Bosecker's suspension.

15. Respondent further testified that Bosecker assisted respondent during Bosecker's suspension, performing clerical and secretarial services in certain matters.

16. Bosecker was ultimately disbarred, in part, for her conduct while assisting respondent during Bosecker's suspension.

17. R. Christopher A. Lim began working with Allegiant Law, P.A., as "of counsel" through his sole law practice, A. I. M. Law, P.A.

18. Lim also handled foreclosure defense cases for Titans Reserve Group members through Allegiant Law, P.A.

19. Titans Reserve Group was not a registered lawyer referral service in accordance with the Rules Regulating The Florida Bar.

20. Lavine ceased operations of Titans Reserve Group and became involved with The Resilient Group Inc., also known as Resilient Group PMA.

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

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

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

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

25. In late 2017, respondent and Lim began working with Allan Campbell's law firm Best Defense Law, both working as "of counsel".

26. Best Defense Law would provide legal services to members of Resilient Group.

27. Campbell had formed Allan Campbell Attorney at Law LLC in January 2017, registering the firm to do business under the fictitious name of Best Defense Law.

28. In an effort to expand his law firm and bring in more business, Campbell associated with William Howell and Roderic Boling, both nonlawyers.

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

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

31. Boling and Howell were associated with Resilient Group with Boling eventually becoming the President of Trustees.

32. Howell owned Orlando Ventures, Inc., and several other affiliated businesses that were involved in timeshare divestment.

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

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

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

36. Before providing legal services to Resilient Group members, Howell and Boling approached Campbell about taking over their timeshare divestment cases, and Campbell accepted.

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

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

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

40. When Howell and Boling came to Campbell to start doing foreclosure defense and bankruptcy cases in late 2017, Campbell made it clear he was not comfortable doing foreclosure defense cases but that he wanted to learn bankruptcy.

41. They agreed that they would bring on two attorneys, respondent and Lim, to do the foreclosure defense cases.

42. Lim had additional experience in handling bankruptcy cases as well.

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

44. Respondent and Lim were paid a salary from Campbell's law firm, which was funded by Howell and Boling.

45. At one point, respondent was paid \$1,000.00 per week.

46. The foreclosure cases included cases respondent and Lim already had and new cases that came to Best Defense Law, mainly from Resilient Group.

47. 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.

48. Resilient Group membership fees included payment for legal services to be provided by its experienced team of foreclosure lawyers, according to Resilient Group's website.

49. The former members of Titans Reserve Group PMA and the members of Resilient Group PMA were not given a choice of attorneys to hire directly and, instead, their legal matters were referred to Best Defense

Law and assigned, then often re-assigned, to attorneys without prior notice to the clients.

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

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

52. Campbell's password for both state and federal court e-portal filing systems were available to office staff.

53. In foreclosure cases, after Campbell's notice of appearance was filed in a case, Lim and/or respondent would handle the case going forward.

54. It was agreed that Lim would assist Campbell in becoming competent to handle bankruptcy cases.

55. In or around December 2017, Campbell's office manager, William Glenn Pickard, abruptly left Best Defense Law after a confrontation with Boling.

56. Thereafter, Boling began to exert increasing control over the operations and employees of Best Defense Law.

57. Shortly after Pickard left Best Defense Law, Boling became concerned that Campbell also would leave.

58. In anticipation of Campbell's departure, respondent formed a similarly named entity called Best Defense Law, P.A.

59. The name was dictated to respondent by Boling, who did not want clients to learn of any change in ownership of the law firm.

60. Respondent incorporated Best Defense Law, P.A., on December 28, 2017.

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

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

63. Thereafter, Campbell changed his password for his state court e-filing credentials but neglected to change his password for his federal court e-filing credentials.

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

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

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

67. In or around March 2018, Campbell abruptly left Best Defense Law without prior notice, never returning to the office.

68. Campbell did not notify respondent and Lim that he was leaving and not coming back.

69. Respondent's new firm, Best Defense Law, P.A., became operational upon Campbell's departure.

70. Best Defense Law, P.A., was a separate entity from Allan Campbell's firm.

71. Without a discussion or agreement with Campbell, respondent took over all cases pending at Best Defense Law, except for Campbell's criminal matters.

72. Substitutions of counsel were not filed, and the clients were not noticed.

73. Respondent simply continued on with the cases as if Campbell had not left, and no one outside of Best Defense Law was notified of his departure.

74. Respondent operated Best Defense Law, P.A., along the same lines as Campbell had operated Best Defense Law.

75. Respondent testified during a sworn statement in this disciplinary matter that the timeshare portion of the cases supported her law firm, Best Defense Law, P.A., including paying for the legal services for the foreclosure cases.

76. Respondent explained that it was like being retained by a client, which was Orlando Ventures, to do the timeshare operations.

77. The timeshare unit owners, however, believed respondent to be their attorney, and this belief was bolstered by Howell and his various business entities.

78. Respondent did not directly supervise the timeshare case managers, who by this time had been relocated to another office suite in a different part of the building where they were under the control and direction of Boling and/or Howell.

79. Respondent did not communicate directly with all of the timeshare clients.

80. The case managers, rather than respondent, routinely negotiated with the timeshare resorts, usually by letter or telephone.

81. Respondent delegated virtually all negotiation responsibility to the case managers and exercised no meaningful supervision.

82. When asked on what authority she was representing these clients, respondent first testified during her sworn statement in these disciplinary proceedings that she had authorization to represent the timeshare clients because they would have given their permission previously to Campbell by executing powers of attorney.

83. However, respondent also admitted that she never looked at the files and thus did not review the powers of attorney.

84. Respondent then testified that she was told that she had a limited power of attorney for every timeshare case, but again, did not check the files.

85. Respondent also testified that, upon leaving Best Defense Law, P.A., she ceased to have access to the timeshare files.

86. The timeshare clients and resorts were located nationwide, and, in some instances, resorts were located in foreign jurisdictions.

87. If power of attorney forms were provided to clients for execution, it was without respondent's direct involvement or supervision.

88. After Campbell left, respondent also continued providing legal services to members of Resilient Group, who paid monthly membership fees to Boling with the understanding that a portion of the fees would be used to provide legal services in connection with their pending foreclosure cases.

89. Respondent continued receiving her salary of \$1,000.00 per week.

90. During her sworn statement taken in connection with these disciplinary proceedings, respondent acknowledged that Resilient Group clients expected the technology Resilient Group promoted to be used in their cases.

91. Respondent referred to this technology as a “gimmick.”

92. Respondent also testified that this “new technology” had not been accepted in a courtroom during the time period she was providing legal services to members of Resilient Group.

93. Respondent also acknowledged that Boling drafted complaints and motions that he provided to respondent and/or Lim to use in the foreclosure defense cases as well as letters for the timeshare cases.

94. Boling had input on the foreclosure defense cases that came from Resilient Group and were handled by Best Defense Law, Allegiant Law and/or Best Defense Law, P.A.

95. Boling acted as a liaison between Best Defense Law and the Resilient Group clients.

96. Boling was routinely included in law firm meetings regarding client matters despite Boling not being an employee of Best Defense Law, Allegiant Law or Best Defense Law, P.A.

97. Boling had access to attorney-client privileged matters.

98. Further, Howell and/or Boling had access to all timeshare attorney-client privileged information.

99. Respondent's testimony changed over time during her multiple sworn statements in this disciplinary matter, especially regarding Boling's involvement with Best Defense Law and the funding of the firm.

100. Respondent's lack of control over her law firm enabled Boling and Howell to use Best Defense Law, P.A., 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. 2019-30,319 (5B)

The Florida Bar re-alleges paragraphs 4 through 100 as if set forth fully herein and further alleges:

101. 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.

102. 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.

103. After Howell transferred the Donovan case to Campbell's Best Defense Law, Campbell 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.

104. After receiving Campbell's letter, Ruda called the phone number listed on the letter and again advised of the erroneous information.

105. In May 2018, a letter was sent to Thousand Hills Golf Resort with respondent's signature on it, stating that Best Defense had been

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

106. 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.

107. In June 2018, Ruda wrote a letter to Campbell 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.

108. Ruda was not aware that Campbell had left Best Defense Law and that respondent had assumed the representation of the Donovans through the similarly named law firm of Best Defense Law, P.A.

109. Respondent was working on timeshare cases for Howell under Best Defense Law, P.A., at this time and did not leave Best Defense Law, P.A., until September 2018.

110. Respondent took no action to correct the issue and identify the correct timeshare resort where the Donovans owned a unit.

111. Therefore, other attorneys associated with Howell, coming after Campbell and respondent, continued sending correspondence to the resort on behalf of the non-existent owners demanding relief.

112. Respondent's lack of supervision over the case managers resulted in respondent not being made aware of Ruda's cease and desist letters.

113. Clients from the lists provided by Howell and/or Boling were assigned to a nonlawyer case manager to handle the matter with no meaningful attorney input or supervision.

114. Respondent referred to these lists as "leads" and acknowledged that Best Defense Law, P.A.'s timeshare divestment department operated off of a lead system.

115. Respondent confirmed that the leads were lists of timeshare owners who had been directly solicited and offered timeshare exit services.

116. Respondent did not have access to the list of leads.

117. Respondent did not review the Donovans' file before the letter was sent to Thousand Hills Golf Resort.

118. Respondent did not log on to the case management system that held the information for the timeshare cases and, instead, relied entirely on the nonlawyer case managers to utilize the case management system supplied by Howell and/or Boling to process all timeshare cases.

119. The Donovans' case had been purchased by Howell's company years earlier and eventually was assigned to Best Defense Law, then later

to Best Defense Law, P.A., years after the Donovans started the timeshare divestment process.

120. Respondent never communicated with the Donovans, was not aware whether they still required divestment services, or even whether they still were alive.

121. Furthermore, respondent permitted a situation to exist whereby the case manager shared the Donovans' confidential health information with a third party not related to the case.

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

a. 3-4.3 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.

b. 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.

c. 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.

d. 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.

e. 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.

f. 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.

g. 4-1.8(f) 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. 4-5.3 (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.

j. 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.

k. 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.

l. 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.

m. 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.

n. 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.

o. 4-7.18(a) 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.

p. 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.

q. 4-7.22 (2018) (a) A lawyer is prohibited from participation with any qualifying provider that does not meet the requirements of this rule and any other applicable Rule Regulating the Florida Bar. (b) A qualifying provider is any person, group of persons, association, organization, or entity that receives any benefit or consideration, monetary or otherwise, for the direct or indirect referral of prospective clients to lawyers or law firms, including but not limited to: (1) matching or other connecting of a prospective client to a lawyer drawn from a specific group or panel of lawyers or who matches a prospective client with lawyers or law firms; (2) a group or pooled advertising program, offering to refer, match or otherwise

connect prospective legal clients with lawyers or law firms, in which the advertisements for the program use a common telephone number or website address and prospective clients are then matched or referred only to lawyers or law firms participating in the group or pooled advertising program; (3) publishing in any media a listing of lawyers or law firms together in one place; or (4) providing tips or leads for prospective clients to lawyers or law firms. (c) The following are not qualifying providers under this rule: (1) 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; and (2) a local or voluntary bar association solely for listing its members on its website or in its publications. (d) A lawyer may participate with a qualifying provider as defined in this rule only if the qualifying provider: (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 is a division or sharing of fees, unless the qualifying provider is The Florida Bar Lawyer Referral Service or a lawyer referral service approved by The Florida Bar pursuant to chapter 8 of these rules; (3) refers, matches or otherwise

connects prospective 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) does not directly or indirectly require the lawyer to refer, match or otherwise connect prospective clients to any other person or entity for other services or does not place any economic pressure or incentive on the lawyer to make such referrals, matches or other connections; (5) provides The Florida Bar, on no less than an annual basis, with the names and Florida bar membership numbers of all lawyers participating in the service unless the qualifying provider is The Florida Bar Lawyer Referral Service or a lawyer referral service approved by The Florida Bar pursuant to chapter 8 of these rules; (6) provides the participating lawyer with documentation that the qualifying provider is in compliance with this rule unless the qualifying provider is The Florida Bar Lawyer Referral Service or a lawyer referral service approved by The Florida Bar pursuant to chapter 8 of these rules; (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 qualifying provider or a lawyer who participates with the qualifying provider; (8) neither represents nor implies to the public that the qualifying provider is endorsed or approved by The

Florida Bar, unless the qualifying provider is The Florida Bar Lawyer Referral Service or a lawyer referral service approved by The Florida Bar pursuant 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 discloses to the prospective client at the time a referral, match or other connection is made of the location of a bona fide office by city, town or county of the lawyer to whom the referral, match or other connection is being made; and (11) does not use a name or engage in any communication with the public that could lead prospective clients to reasonably conclude that the qualifying provider is a law firm or directly provides legal services to the public. (e) A lawyer who participates with a qualifying provider: (1) must report to The Florida Bar within 15 days of agreeing to participate or ceasing participation with a qualifying provider unless the qualifying provider is The Florida Bar Lawyer Referral Service or a lawyer referral service approved by The Florida Bar pursuant to chapter 8 of these rules; and (2) is responsible for the qualifying provider's compliance with this rule if: (A) the lawyer does not engage in due diligence in determining the qualifying provider's compliance with this rule before beginning participation with the qualifying provider; or (B) The Florida Bar notifies the lawyer that the qualifying provider is not in compliance and the

lawyer does not cease participation with the qualifying provider and provide documentation to The Florida Bar that the lawyer has ceased participation with the qualifying provider within 30 days of The Florida Bar's notice.

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. 4-8.6(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.

u. 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.

v. 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. 2019-30,611 (5B)

The Florida Bar re-alleges paragraphs 4 through 100 as if set forth fully herein and further alleges:

123. During a status conference hearing in Van Dyke v. JP Morgan Chase Bank, et al, Case Number 6:18-cv-00406-JA-DCI, held on June 15, 2018, in the United States District Court, Middle District of Florida, Orlando Division, respondent appeared on behalf of the plaintiff and demonstrated a fundamental lack of familiarity with the Federal Rules of Procedure.

124. Respondent assumed the representation after Bosecker became ineligible to practice law.

125. Respondent failed to comply with the requirement that she advise the court as to the position of all parties with respect to respondent's

motion seeking an extension of time to respond to multiple motions to dismiss.

126. Respondent presented the position of only one party, causing the court to enter an erroneous order.

127. The court directed respondent to take specific steps to become competent to practice before it, namely to familiarize herself with the federal rules of procedure, to become involved with the Federal Bar Association and Inns of Court, and to locate an attorney who could mentor her.

128. Respondent assured the court she would take the recommended steps to become competent to practice law in the United States District Court but failed to do so and persisted in filing documents and making arguments that demonstrated that she did not understand fundamental procedures and requirements.

129. Thereafter, respondent represented Joseph and Jodell Altier, members of Resilient Group.

130. The Altiers had foreclosure and bankruptcy cases.

131. 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.

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

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

134. 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 Bosecker, who was suspended from practicing law at the time.

135. Goshen Mortgage, LLC filed a response in opposition stating that Campbell denied either knowing or representing Jodell Altier based on a telephone call opposing counsel received from Campbell.

136. Jodell Altier filed an unauthorized reply, again with the assistance of Bosecker.

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

138. Respondent was not sufficiently competent to handle the matter and had not taken the reasonably necessary steps to become competent despite the court's previous admonition issued in the Van Dyke case.

139. The court ordered the parties to submit a discovery schedule for the court to incorporate into its written order. Respondent failed to comply, resulting in the court again issuing an order to show cause.

140. On October 31, 2018, the court then entered a scheduling order setting the discovery deadline for December 28, 2018, and an evidentiary hearing for January 8, 2019.

141. The scheduling order also required the parties to submit evidence and witness lists by January 2, 2019. Respondent did not provide the witness and exhibit list until January 4, 2019.

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

143. During the hearing, it came to light that Bosecker drafted documents for Jodell Altier to file *pro se* in the matter at a time when Bosecker was suspended but not yet disbarred.

144. None of the documents indicated that Jodell Altier had assistance in their preparation.

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

146. Upon inquiry from the court, respondent denied that Bosecker helped her prepare any of the documents filed but acknowledged that she consulted with Bosecker on the case and other cases despite being aware of Bosecker's suspension and/or disbarment.

147. Respondent later testified during a sworn statement taken in this disciplinary proceeding that she worked with Bosecker at Titans Reserve Group and thereafter worked with Bosecker on foreclosure cases provided by Resilient Group.

148. Respondent also acknowledged that she knew Bosecker had ghostwritten pleadings for the Altiers to file *pro se* in the past.

149. One of the issues the court was considering with respect to determining whether Jodell Altier should be permitted to file a belated appellate brief was whether she missed the deadline due to not having adequate legal representation in this matter.

150. The court was unable to discern who filed the notice of appeal using Campbell's credentials.

151. Respondent later testified during a sworn statement taken in this disciplinary matter that she believed the notice of appeal was filed by one of the paralegals employed by Best Defense Law using Campbell's login and e-filing credentials when the Altier notice of appeal filing deadline appeared on the firm's calendar.

152. 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."

153. Joseph Altier handled the legal affairs for the couple and virtually all communication with the attorneys.

154. Joseph Altier did not communicate with Allan Campbell about the Altiers' legal matters but did communicate with respondent and Lim, who appeared at a February 2018 hearing before the bankruptcy court as counsel for Jodell Altier.

155. Joseph and Jodell Altier believed Campbell ultimately was responsible for their legal representation because his name appeared on all of the pleadings filed in connection with Jodell Altier's bankruptcy appeal case.

156. Joseph and Jodell Altier relied on Resilient Group to provide them with competent legal services.

157. Joseph Altier initially sought legal representation through Lavine, the nonlawyer who operated Titans Reserve Group before becoming associated with Resilient Group.

158. Furthermore, Joseph Altier received an email from Dan Brodersen, a disciplinary revoked attorney, from an email address associated with Best Defense Law attaching a copy of the membership agreement for Resilient Group.

159. The email, sent in February 2018, 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.”

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

161. Respondent was aware that Brodersen was one of the trustees for Resilient Group and that Brodersen had an email address with Best Defense Law.

162. Moreover, Joseph Altier believed that respondent and Lim were handling Jodell Altier’s case in February 2018.

163. On January 22, 2019, respondent and Shealy filed motions to withdraw in Jodell Altier's case the day before the appellate brief was due.

164. Respondent's motion to withdraw was denied.

165. On January 23, 2019, Jodell Altier filed Appellant's Opening Brief *pro se*.

166. At the conference hearing held February 4, 2019, the court inquired about language in both respondent's and Shealy's withdrawal motions advising that Jodell Altier had waived the 10-day notice.

167. However, Jodell Altier testified that she was unaware of the 10-day notice waiver.

168. Jodell Altier further testified that she expected respondent and Shealy to withdraw after the previous hearing held January 8, 2019.

169. The testimony at the February 4, 2019, hearing established that the Altiers were repeatedly advised that neither respondent nor Shealy would file the appellate brief on Jodell Altier's behalf and that the Altiers were aware they needed to retain new counsel to do so.

170. During the February 4, 2019, hearing, it also came to light that an unknown person at Resilient Group assisted Jodell Altier in drafting her *pro se* brief.

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

172. At the conclusion of the hearing, the court granted respondent's motion to withdraw from Jodell Altier's case.

173. Respondent made misrepresentations to the federal court through her deposition for the evidentiary hearing to be held in the Altier's bankruptcy appeal.

174. Respondent misrepresented her working relationship with Campbell, Boling and Resilient Group and regarding the manner in which cases were filed and worked up when working with Campbell's Best Defense Law firm.

175. Respondent also made misrepresentations regarding her working relationship with Lavine and Titans Reserve Group.

176. In addition, respondent initially made the same misrepresentations to the Bar during her sworn statements in this disciplinary matter.

177. Although respondent was aware of the multiple allegations of professional misconduct in connection with the Jodell Altier case, respondent did not report the attorneys involved to The Florida Bar.

178. 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. 4-1.3 A lawyer shall act with reasonable diligence and promptness in representing a client.

e. 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.

f. 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.

g. 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.

h. 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.

i. 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.

j. 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.

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. 4-5.3 (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. 4-5.7(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.

r. 4-5.7(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.

s. 4-5.7(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.

t. 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.

u. 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.

v. 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.

w. 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.

x. 4-7.22 (2018) (a) A lawyer is prohibited from participation with any qualifying provider that does not meet the requirements of this rule and any other applicable Rule Regulating the Florida Bar. (b) A qualifying provider is any person, group of persons, association, organization, or entity that receives any benefit or consideration, monetary or otherwise, for the direct or indirect referral of prospective clients to lawyers or law firms, including but not limited to: (1) matching or other connecting of a prospective client to a lawyer drawn from a specific group or panel of lawyers or who matches a prospective client with lawyers or law firms; (2) a group or pooled advertising program, offering to refer, match or otherwise connect prospective legal clients with lawyers or law firms, in which the advertisements for the program use a common telephone number or website address and prospective clients are then matched or referred only

to lawyers or law firms participating in the group or pooled advertising program; (3) publishing in any media a listing of lawyers or law firms together in one place; or (4) providing tips or leads for prospective clients to lawyers or law firms. (c) The following are not qualifying providers under this rule: (1) 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; and (2) a local or voluntary bar association solely for listing its members on its website or in its publications. (d) A lawyer may participate with a qualifying provider as defined in this rule only if the qualifying provider: (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 is a division or sharing of fees, unless the qualifying provider is The Florida Bar Lawyer Referral Service or a lawyer referral service approved by The Florida Bar pursuant to chapter 8 of these rules; (3) refers, matches or otherwise connects prospective 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) does not directly or indirectly require the lawyer to refer,

match or otherwise connect prospective clients to any other person or entity for other services or does not place any economic pressure or incentive on the lawyer to make such referrals, matches or other connections; (5) provides The Florida Bar, on no less than an annual basis, with the names and Florida bar membership numbers of all lawyers participating in the service unless the qualifying provider is The Florida Bar Lawyer Referral Service or a lawyer referral service approved by The Florida Bar pursuant to chapter 8 of these rules; (6) provides the participating lawyer with documentation that the qualifying provider is in compliance with this rule unless the qualifying provider is The Florida Bar Lawyer Referral Service or a lawyer referral service approved by The Florida Bar pursuant to chapter 8 of these rules; (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 qualifying provider or a lawyer who participates with the qualifying provider; (8) neither represents nor implies to the public that the qualifying provider is endorsed or approved by The Florida Bar, unless the qualifying provider is The Florida Bar Lawyer Referral Service or a lawyer referral service approved by The Florida Bar pursuant 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 discloses to the prospective client at the time a referral, match or other connection is made of the location of a bona fide office by city, town or county of the lawyer to whom the referral, match or other connection is being made; and (11) does not use a name or engage in any communication with the public that could lead prospective clients to reasonably conclude that the qualifying provider is a law firm or directly provides legal services to the public. (e) A lawyer who participates with a qualifying provider: (1) must report to The Florida Bar within 15 days of agreeing to participate or ceasing participation with a qualifying provider unless the qualifying provider is The Florida Bar Lawyer Referral Service or a lawyer referral service approved by The Florida Bar pursuant to chapter 8 of these rules; and (2) is responsible for the qualifying provider's compliance with this rule if: (A) the lawyer does not engage in due diligence in determining the qualifying provider's compliance with this rule before beginning participation with the qualifying provider; or (B) The Florida Bar notifies the lawyer that the qualifying provider is not in compliance and the lawyer does not cease participation with the qualifying provider and provide documentation to The Florida Bar that the lawyer has ceased participation with the qualifying provider within 30 days of The Florida Bar's notice.

y. 4-8.1 An applicant for admission to the bar, or a lawyer in connection with a bar admission application or in connection with a disciplinary matter, shall not: (a) knowingly make a false statement of material fact; (b) fail to disclose a fact necessary to correct a misapprehension known by the person to have arisen in the matter or knowingly fail to respond to a lawful demand for information from an admissions or disciplinary authority, except that this rule does not require disclosure of information otherwise protected by rule 4-1.6; or (c) commit an act that adversely reflects on the applicant's fitness to practice law. An applicant who commits such an act before admission, but which is discovered after admission, shall be subject to discipline under these rules.

z. 4-8.3(a) (2006) 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.

aa. 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.

bb. 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.

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

dd. 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.

ee. 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.

ff. 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.

gg. 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. 2019-30,718 (5B)

The Florida Bar re-alleges paragraphs 4 through 100 as if set forth fully herein and further alleges:

179. On or about October 28, 2017, Joan Risse and Earl Johnson, residents of North Carolina, attended a seminar in North Carolina concerning timeshare divestment.

180. Risse and Johnson wanted to divest their joint interest in a timeshare they owned located at a resort in South Carolina.

181. Risse and Johnson paid Title Transfer Company, LLC, a company located in Missouri, \$2,995.00 and \$1,500.00 for lawyer services.

182. After several calls, Risse received a letter from Jessica Billings, a case manager, explaining that Best Defense Law, P.A.'s representation of Risse and Johnson was paid in full by Time Share Lawyer Services.

183. The correspondence also included a letter with respondent's signature that was sent on or about July 6, 2018, to Palmera Vacation Club in Hilton Head, South Carolina, on Best Defense Law letterhead.

184. Respondent's letter to Palmera Vacation Club included personal information regarding Johnson's health and both Johnson and Risse's financial situation.

185. The letter also gave the resort thirty days to respond.

186. The letterhead respondent used was identical to that of Campbell's former firm, Best Defense Law.

187. Risse received no further communication from respondent and all attempts to contact respondent through October 2018 at the telephone number provided were unsuccessful. The telephone went unanswered and no messages could be left.

188. Unbeknownst to Risse and Johnson, respondent had left Best Defense Law, P.A., and Howell and/or Boling had transferred all of the timeshare divestment cases to another law firm.

189. In October 2018, Risse sent respondent a letter by certified mail asking for a status update. Respondent failed to respond.

190. Johnson, the co-owner of the timeshare with Risse, passed away in December 2018 without the divestment issue having been resolved.

191. Respondent permitted a situation to exist whereby nonlawyer staff used respondent's signature on correspondence with clients, such as Risse.

192. As a result, respondent had no personal contact with Risse and Johnson and had no knowledge as to what legal services had or had not been provided to Risse and Johnson.

193. Respondent permitted a situation to exist whereby nonlawyers were in charge of the law firm's operations and controlled respondent's professional services.

194. Respondent failed to advise Risse and Johnson that she no longer represented their interests.

195. Respondent was aware of Howell's written guarantees of refunds if clients were not divested of their timeshare interests within 365 days.

196. Respondent could not affirmatively state whether refunds were provided to clients upon request when their matters remained pending after 365 days.

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

a. 3-4.3 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.

b. 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.

c. 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. (b) A lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation.

d. 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.

e. 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.

f. 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.

g. 4-1.8(f) 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. 4-5.3 (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.

j. 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.

k. 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.

l. 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.

m. 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.

n. 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.

o. 4-7.18(a) 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.

p. 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.

q. 4-7.22 (2018) (a) A lawyer is prohibited from participation with any qualifying provider that does not meet the requirements of this rule and any other applicable Rule Regulating the Florida Bar. (b) A qualifying provider is any person, group of persons, association, organization, or entity that receives any benefit or consideration, monetary or otherwise, for the direct or indirect referral of prospective clients to lawyers or law firms, including but not limited to: (1) matching or other connecting of a prospective client to a lawyer drawn from a specific group or panel of lawyers or who matches a prospective client with lawyers or law firms; (2) a group or pooled advertising program, offering to refer, match or otherwise connect prospective legal clients with lawyers or law firms, in which the advertisements for the program use a common telephone number or website address and prospective clients are then matched or referred only to lawyers or law firms participating in the group or pooled advertising

program; (3) publishing in any media a listing of lawyers or law firms together in one place; or (4) providing tips or leads for prospective clients to lawyers or law firms. (c) The following are not qualifying providers under this rule: (1) 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; and (2) a local or voluntary bar association solely for listing its members on its website or in its publications. (d) A lawyer may participate with a qualifying provider as defined in this rule only if the qualifying provider: (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 is a division or sharing of fees, unless the qualifying provider is The Florida Bar Lawyer Referral Service or a lawyer referral service approved by The Florida Bar pursuant to chapter 8 of these rules; (3) refers, matches or otherwise connects prospective 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) does not directly or indirectly require the lawyer to refer, match or otherwise connect prospective clients to any other person or

entity for other services or does not place any economic pressure or incentive on the lawyer to make such referrals, matches or other connections; (5) provides The Florida Bar, on no less than an annual basis, with the names and Florida bar membership numbers of all lawyers participating in the service unless the qualifying provider is The Florida Bar Lawyer Referral Service or a lawyer referral service approved by The Florida Bar pursuant to chapter 8 of these rules; (6) provides the participating lawyer with documentation that the qualifying provider is in compliance with this rule unless the qualifying provider is The Florida Bar Lawyer Referral Service or a lawyer referral service approved by The Florida Bar pursuant to chapter 8 of these rules; (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 qualifying provider or a lawyer who participates with the qualifying provider; (8) neither represents nor implies to the public that the qualifying provider is endorsed or approved by The Florida Bar, unless the qualifying provider is The Florida Bar Lawyer Referral Service or a lawyer referral service approved by The Florida Bar pursuant 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 discloses to the prospective client at the time a referral, match or other connection is made of the location of a bona fide office by city, town or county of the lawyer to whom the referral, match or other connection is being made; and (11) does not use a name or engage in any communication with the public that could lead prospective clients to reasonably conclude that the qualifying provider is a law firm or directly provides legal services to the public. (e) A lawyer who participates with a qualifying provider: (1) must report to The Florida Bar within 15 days of agreeing to participate or ceasing participation with a qualifying provider unless the qualifying provider is The Florida Bar Lawyer Referral Service or a lawyer referral service approved by The Florida Bar pursuant to chapter 8 of these rules; and (2) is responsible for the qualifying provider's compliance with this rule if: (A) the lawyer does not engage in due diligence in determining the qualifying provider's compliance with this rule before beginning participation with the qualifying provider; or (B) The Florida Bar notifies the lawyer that the qualifying provider is not in compliance and the lawyer does not cease participation with the qualifying provider and provide documentation to The Florida Bar that the lawyer has ceased participation with the qualifying provider within 30 days of The Florida Bar's notice.

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. 4-8.6(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.

u. 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.

v. 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.

Respectfully submitted,



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CERTIFICATE OF SERVICE

I certify that this document has been e-filed 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 3380 0000 1082 8024, return receipt requested to Barry William Rigby, Counsel for Respondent, whose record Bar address is 1881 Lee Road, Winter Park, Florida 32789-2102, and via email at barryrigbylaw@gmail.com, and to Laura N. Gryb, Bar Counsel, The Florida Bar, via email at lgryb@floridabar.org, orlandooffice@floridabar.org, on this 10th day of November, 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, orlandooffice@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.

MANDATORY ANSWER NOTICE

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