

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

AFFIDAVIT OF RUFUS ROYAL

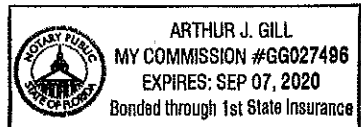
BEFORE ME, the undersigned authority, this day personally appeared Rufus Royal, who, being first duly sworn, deposes and states as follows:

1. I am over the age of twenty-one years and have personal knowledge of the facts stated in this Affidavit.
2. Peter Capua represented me in a Workman's Compensation Case, No. 03-010393 SMS.
3. I was awarded \$5,000.00 as a result of that case. Capua received a check from the insurance company, including the money due to me, but never paid me.
4. As a result, I filed Miami-Dade Small Claims Case No. 09-13531 SP 25 (04), regarding the money owed to me in the Workman's Compensation case.
5. On May 25, 2011, the court awarded me \$5,000.00, plus \$350.00 costs, which I have never been able to collect.

FURTHER AFFIANT SAYETH NAUGHT.

Rufus Royal
RUFUS ROYAL

SWORN TO and subscribed before me this 03 day of OCTOBER, 2017.

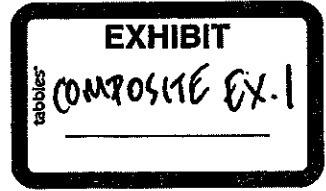


Arthur J. Gill
Notary Public, State of Florida

Printed Notary Name

My Commission Expires:

- Personally known
- Produced identification
Type of identification produced Florida DL



RECEIVED, 02/26/2018 01:18:26 PM, Clerk, Supreme Court

IN THE SUPREME COURT OF FLORIDA

THE FLORIDA BAR,

Supreme Court Case
No.

Complainant,

The Florida Bar File
No. 2008-70,677 (11H)

v.

PETER MARCELLUS CAPUA,

Respondent.

PETITION REQUESTING RELEASE OF FROZEN TRUST
ACCOUNT FUNDS

1. PETITIONER:

Name: ALAKHIR S. Daniels

Address: 4708 MURTEL Avenue

City: Sebring State: FL Zip: 33870

Daytime Telephone Number: (883) 446-2649 840-6036

Email: bigkirk32@yahoo.com

Amount of frozen trust account funds you are asking to be released:
\$ _____

Have you been reimbursed by anyone for any part of your claim? (Including insurance, bonding companies, the attorney, The Florida Bar's Clients' Security Fund, the client, etc.):

Yes ___ No Amount: \$ 750,00 + \$1,000 for suffering & pain. Request total \$1,750.00

By Whom: Peter M. Capua Al. J. 2.

Have you discharged this claim in any bankruptcy proceeding, or in any other manner, if so, how and in what amount?

No

Please list all facts supporting your claim to the frozen trust account funds such as when the lawyer was hired, when and how much the lawyer was paid and how much you believe you are owed. (Attach *supporting documentation and further facts on a separate sheet if necessary.)

Please see attached Fee Arbitration
award Florida Bar File No. ~~2006-70,472 (11#)~~
TBB File No. 2006-70,472 (11#)

I am also asking for \$1000 additionally
for suffering & pain. And with the \$750 he was
ordered to pay me back. Total \$1,750 if possible if
not then please rush me the
\$750.00. Thank you kindly, R. J. L.

(863) 446-2649

4708 Murrell Avenue
Sebring, FL 33890

***Also please attach any documents that support or prove your petition. Examples of such documents would be a client/lawyer fee or retainer agreement, a settlement statement after settlement of a case, receipts from the lawyer stating that the lawyer received funds and deposited them into the trust account, or a cancelled check showing monies paid to the lawyer. Other examples might be a letter of protection or other promise to pay made to an individual or a company who was not the lawyer's client.**

ACKNOWLEDGEMENT OF PETITIONER

I UNDERSTAND THAT THIS PETITION AND SUPPORTING DOCUMENTS WILL BE USED TO DETERMINE ANY ENTITLEMENT TO MONEY FROM ANY BALANCE LEFT IN RNAME'S TRUST ACCOUNT.

UNDER PENALTY OF PERJURY, I DECLARE THE FOREGOING FACTS ARE TRUE, CORRECT AND COMPLETE.

PETITIONER REQUESTING RELEASE OF FUNDS:

ALARTER S. DANIELS
Printed Name, Title (if applicable)

Al. S.
Signature

09/28/17
Date

Lawyer for Petitioner (if applicable)

Lawyer's Bar No. in Florida or other state: _____

MAIL THIS ORIGINAL SIGNED PETITION TO:

Ms. Jennifer R. Falcone, Bar counsel, Rivergate Plaza, Suite M-100, Miami, Florida 33131-2404

SEP 06 2007

ACAP
GALLAHASSEE, FLORIDA

In the Matter of :

ALAKHIR S. DANIELS, Client
v.

TFB FILE NO. 2006-70,472(11H)

PETER MARCELLUS CAPUA, ESQ.,
Attorney /

FEE ARBITRATION AWARD

THIS CAUSE was heard by the Arbitrator, having been regularly and duly designated to act in such capacity in accordance with the rules of the Florida Bar Grievance Mediation and Fee Arbitration Program, on August 30, 2007. Present were Alakhir S. Daniels and Peter Marcellus Capua, Esq. Both parties represented themselves.

A. The parties made the following claims:

1. Alakhir S. Daniels states he paid Peter Marcellus Capua, Esq. \$750.00 cash to represent him in an EEOC proceeding. He states Mr. Capua failed to submit discovery and attend the final hearing. He wants the retainer refunded.

2. Peter Marcellus Capua, Esq. acknowledges receiving the \$750.00 cash and depositing it in his corporate bank account. He states he did 3 to 4 hours work to aid Mr. Daniels with the case, but states no attorney/client relationship existed.

3. Neither party could produce a signed fee agreement

B. After hearing testimony, receiving documentary evidence, and reviewing the law, the arbitrator finds as follows:

1. Peter Marcellus Capua, Esq. admitted that the \$750.00 payment was used for the limited purpose to evaluate the case and to provide guidance for Mr. Alakhir S. Daniels.

2. There was no letter terminating any attorney/client relationship.

3. Mr. Capua's attempt to limit his representation was not placed in writing.

C. After submission of all evidence, the hearing was closed, and the arbitrator rules as follows:

1. This matter is determined by Rule 4-1.2(c) of the Rules of Professional Conduct which provides in part as follows:

... a lawyer and client may agree to limit the objectives or scope of the representation if the limitation is reasonable under the

circumstances and the client gives informed consent
in writing (emphasis added).

2. The notes which follow the rule state:

...a lawyer providing limited representation forms an attorney-client relationship with the litigant, and owes the client all attendant ethical obligations and duties imposed by the Rules Regulating The Florida Bar, including, but not limited to, duties of competence, communication, confidentiality and avoidance of conflicts of interest.

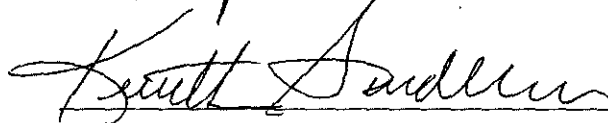
3. There being no writing to limit the representation and no fee agreement stating that the \$750.00 retainer was non-refundable, the arbitrator orders Mr. Peter Marcellus Capua to pay the sum of \$750.00 to Mr. Alakhir S. Daniels.

4. This award shall be in full settlement of all fee claims submitted to the undersigned.

5. Upon payment, an appropriate satisfaction of this award shall be executed by Alakhir S. Daniels.

6. This award may be enforced in accordance with Chapter 682, Florida Statutes.

DATED IN Hollywood, Florida this 4th day of Sept, 2007.



Arbitrator

cc: Alakhir S. Daniels
Peter Marcellus Capua, Esq.
Susan Austin