

IN THE SUPREME COURT OF FLORIDA  
(Before a Referee)

CASE NOS.: 2017-4035 (11B), 2017-4045 (11B)

THE FLORIDA BAR,  
Complainant,

vs.

CHRISTOPHER RILEY,  
Respondent.

**CERTIFIED COPY**

444 Brickell Avenue, Suite M-100  
Miami, Florida 33131  
Tuesday, April 25, 2017  
6:30 p.m. - 8:00 p.m.

TESTIMONY OF CHRISTOPHER RILEY  
CUSTODIAN OF RECORDS - TIKD

Circuit committee hearing in above-styled cause taken before the UPL Committee 11-D, reported by Larry Abramson, Shorthand Reporter and Notary Public in and for the State of Florida at Large, pursuant to Notice filed in the above cause.

APPEARANCES:

Fernandez & Associates Court Reporters  
305-374-8868 service@fernandezcr.com

The Florida Bar's Exhibit 2

RECEIVED, 06/04/2018 03:23:30 PM, Clerk, Supreme Court

1 On behalf of the Complainant:

2 The Florida Bar  
3 444 Brickell Avenue, Suite M-100  
4 Miami, Florida 33131  
5 BY: JACQUELINE NEEDELMAN, ESQUIRE

6 On behalf of the Respondent:

7 GREENBERG, TRAURIG  
8 BY: TIMOTHY KOLAYA, ESQUIRE

9 Committee Members:

10 JACQUELYN PLASNER NEEDELMAN, ESQ.  
11 JEFFREY KOWICOFF  
12 WILLIAM HILL  
13 MICHELLE MERILOS  
14 HARVEY GOLDMAN  
15 ALAN ARONSON  
16 JEFF CYNAMON

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1 doesn't matter what the outcome is.

2 MS. NEEDELMAN: When you say they paid us,  
3 you mean the customer?

4 THE WITNESS: Yes, the customer pays us for a  
5 service. We pay the attorney the amount agreed  
6 upon in our contract per ticket independent of any  
7 outcome.

8 There is no tier pricing for different  
9 outcomes. It is the same price no matter what  
10 happens.

11 The attorney/client relationship is between  
12 the customer and the attorney and they are paid a  
13 fee to provide those services independent of the  
14 outcome.

15 MR. ARONSON: If it's not a successful  
16 outcome, do you still pay the attorney?

17 THE WITNESS: Yes. Absolutely.

18 MR. CYNAMON: What about court costs?

19 THE WITNESS: Sir, the first guarantee that  
20 TIKD provides is that if there are court costs,  
21 TIKD will pay them on behalf of the customer. So  
22 just to use an example, if somebody comes to TIKD  
23 with a \$200 speeding ticket, what they would pay  
24 TIKD for our services would be, for example  
25 purposes, would be \$160, a 20 percent discount.

1           At that point we contract with a lawyer who  
2           contracts on their behalf with the customer.

3           The attorney/client relationship is  
4           established. We do not participate in the  
5           attorney/client relationship.

6           The contact information is provided between  
7           the lawyer and the customer, and the lawyer does  
8           what he's paid to do.

9           At the end of the hearing, if there are court  
10          costs awarded, let's say, in the example of our  
11          \$200 speeding ticket, the Judge withholds  
12          adjudication, no points, but you have to pay 200  
13          bucks even though we were only paid \$160 by the  
14          customer, we pay the \$200 on behalf of the  
15          customer, and then we would go back to the  
16          customer and say: You received no points and, you  
17          know, that's bad news for us, but great news for  
18          the customer.

19          MS. NEEDELMAN: When you say court costs,  
20          there's a distinction between court costs and the  
21          fine.

22          If someone is found guilty in traffic court,  
23          they can be fined plus court costs.

24          You stated you paid court costs.

25          What about who pays for the fine?

1 THE WITNESS: It is not a factor that we use  
2 to take cases.

3 MS. NEEDELMAN: That could affect the Judge's  
4 ruling.

5 THE WITNESS: It certainly could, and I'm  
6 sure that it does, but it is not something we  
7 consider.

8 MR. HILL: How many attorneys do you have  
9 working with you at the present?

10 THE WITNESS: Currently we contract with two  
11 firms and they have a number of attorneys that  
12 work under them.

13 MR. HILL: Who are they?

14 MS. NEEDELMAN: Again, I would like to  
15 designate this information as confidential.

16 THE WITNESS: Who?

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 MR. ARONSON: You chose those firms based on  
21 their quality of service?

22 THE WITNESS: A combination of a bunch of  
23 things, people reaching out and wanting to talk,  
24 people understanding what we are doing, costs,  
25 yes, business history.

1           These are both well known firms that have  
2           been around for a very long time with clean  
3           records and very qualified lawyers, so it's a  
4           combination of any business decision that somebody  
5           would make.

6           MR. HILL: What do you need to ensure  
7           competency of the attorneys who represent people  
8           who paid?

9           THE WITNESS: Well, all firms we work with  
10          attest that everybody that handles cases will be  
11          fully qualified by the Bar, in good standing with  
12          the Bar and fully able to represent these types of  
13          cases.

14          Then again, just business history and  
15          relationships.

16          One other feature is that once the customer  
17          is notified who is assigned to represent them, if  
18          they're unhappy with that or concerned with it in  
19          any way or any reason, all they have to do is let  
20          us know and no questions asked, we will refund all  
21          their money and let them go on their way, so  
22          there's nothing about what we do that requires  
23          them to use the specific attorney.

24          We provide fully, through our relationship,  
25          fully qualified, licensed, in good standing

1 MR. ARONSON: The language in Section 2.2 is  
2 a confidential document.

3 It says: [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

8 THE WITNESS: Our attorneys simply have to do  
9 what they're paid to do, which is go take care of  
10 the ticket, resolved and discharged doesn't mean  
11 with favorable outcome.

12 It just purely means you have to go do what  
13 you are paid to do.

14 MR. ARONSON: How do you define resolved and  
15 fully discharged if your client is, I guess,  
16 pleading guilty, okay, in traffic court?

17 Is that resolved and fully discharged?

18 THE WITNESS: Absolutely.

19 Irrespective of the outcome, if the attorney  
20 does the job which they were hired on behalf of  
21 the customer to do, they are entitled to their  
22 compensation.

23 MR. ARONSON: And you pay the attorney 30  
24 days after receipt of being informed that it is  
25 complete?

1 THE WITNESS: We pay the fee.

2 They are not paying the fee. This is purely  
3 the function of the way I printed the ledger out.

4 MS. NEEDELMAN: So there is no way on the  
5 ledger to show what the attorney was paid?

6 THE WITNESS: No. The attorneys are paid per  
7 the agreement we have.

8 MS. NEEDELMAN: Does your amount refunded,  
9 the amounts that show refunded, was that money  
10 refunded or is that from your testing?

11 THE WITNESS: They're mixed together. So all  
12 these really [REDACTED], where there's a bunch of them,  
13 that's the just the developer testing.

14 You will see three examples. You will see  
15 developers putting a dummy transaction and  
16 refunding them and you will see real customers  
17 getting the full amount refunded.

18 Another thing that we have done is to, in  
19 some cases, we refunded partial amounts. It says  
20 -- some examples here, where a customer is trying  
21 to check out with our web app.

22 MS. NEEDELMAN: Can you show me where the  
23 real customers are?

24 THE WITNESS: I wouldn't necessarily know  
25 from just looking at it, but probably these [REDACTED]



1 customer and a lawyer, but there's nobody that has  
2 anything -- of course, in TIKD's business model,  
3 we assume the liability gap.

4 MS. NEEDELMAN: Is your business a lawyer  
5 referral service?

6 THE WITNESS: No. We are not a lawyer  
7 referral service.

8 MR. CYNAMON: When the ticket comes in, what  
9 do you do?

10 THE WITNESS: In the technical sense?

11 MR. CYNAMON: Yes.

12 If that's what you do, if it's all technical.

13 THE WITNESS: Yes, sir.

14 So I will update a little of what I said  
15 earlier.

16 A customer comes in. We receive it in the  
17 back end of our -- we receive it in our technology  
18 platform.

19 Our customer service staff reviews the  
20 tickets, verifies the fine amount, makes sure that  
21 it's a ticket we will accept, make sure it's in a  
22 county where we are able to serve.

23 If that's the case, it is submitted to the  
24 attorney for that area. That attorney lets us  
25 know whether or not they have accepted that

1           You're right.

2                   We will remove it. It wasn't meant --

3           MR. ARONSON: My concern was --

4           THE WITNESS: It was meant to be playful.

5           MR. ARONSON: It sort of sways --

6           THE WITNESS: If that's the sense you get, it  
7 will be changed tomorrow.

8           MR. GOLDMAN: In addition to your website,  
9 are you advertising?

10           THE WITNESS: We advertise on social media,  
11 Facebook, Instagram, and primarily we have begun  
12 buying radio ads throughout the State of Florida.

13           MR. GOLDMAN: Do you send flyers in the --

14           THE WITNESS: We do not, although that's a  
15 favorite practice of traffic ticket service.

16                   We do not do that.

17           MS. NEEDELMAN: So when people hire you, they  
18 basically are paying you for the traffic ticket to  
19 be handled by an attorney?

20           THE WITNESS: That is one aspect of the  
21 service we provide. TIKD is a service part of  
22 which you're paying for the legal service of a  
23 lawyer on their behalf, managing the process,  
24 giving them the convenience of technology, giving  
25 them updates throughout the process and then the

1 advertising efforts. They have their own business  
2 efforts and this is the same thing.

3 MR. CYNAMON: In your terms of agreement, you  
4 indicate -- you refer to the lawyers as  
5 independent licensed attorneys.

6 Could you explain what you mean by  
7 independent?

8 THE WITNESS: I'm not entirely sure what I  
9 mean by independent.

10 In my mind it means independent from us, that  
11 these are just private attorneys out there that  
12 practice.

13 MR. CYNAMON: Since you have that retainer  
14 agreement --

15 MR. KOLAYA: I think Mr. Riley's answer was  
16 correct. It's someone independent of the TIKD  
17 entity, somebody who does not work for TIKD.

18 MR. CYNAMON: Are any of these investors  
19 attorneys or law firms?

20 THE WITNESS: No, sir.

21 MR. CYNAMON: Are any of them officers,  
22 directors, managers of law firms?

23 THE WITNESS: No, sir.

24 We have no relationship or business  
25 relationship, no investor relationship with any