

IN THE SUPREME COURT OF FLORIDA

THE FLORIDA BAR,

Complainant,

v.

SCOT STREMS,

Respondent.

Supreme Court Case
No. SC-

The Florida Bar File
No. 2018-70,169 (11C)
No. 2018-70,437 (11C)
No. 2019-70,277 (11C)
No. 2020-70,413 (11C)

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COMPLAINT

The Florida Bar, Complainant, files this Complaint against Scot Stremms, the respondent, pursuant to the Rules Regulating The Florida Bar and alleges:

1. Respondent is currently suspended from the practice of law, having been emergency suspended pursuant to Florida Supreme Court Order dated June 9, 2020 (the “Suspension Order”).

2. On October 8, 2020, the referee in those suspension proceedings issued a report recommending a twenty-four month suspension for respondent, followed by twelve months of probation upon readmission (the “Report of Referee”).¹ That Report or Referee is currently pending before the Florida Supreme Court.

¹ The Report is a matter of public record in *The Florida Bar v. Scot Stremms*, Case No. SC20-806. Accordingly, in the interest of providing a lean record, it is not attached to the Complaint. The Report may be made part of the record by judicial notice or other means at a later time.

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3. During the timeframe described below, respondent was a member in good standing of The Florida Bar, admitted on September 25, 2007. Accordingly, he is subject to the jurisdiction of the Supreme Court of Florida.

4. Respondent was the founder, owner, and sole partner of the Strem Law Firm, P.A. (“SLF”), the principal office of which was located in Miami-Dade County, Florida.

5. Respondent resided and practiced law in Miami-Dade County, Florida, at all times material to this complaint.

6. The Eleventh Judicial Circuit Grievance Committee “C” 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.

A Pattern of Deceit and Solicitation

7. Across a period of years, Respondent and SLF engaged in a sustained pattern of deceit and solicitation in violation of the Rules Regulating the Florida Bar.

8. Respondent and his firm entered into legal service agreements with numerous clients who had been solicited by third parties (referenced hereafter as “Strem Consultants”).

9. Under this scheme, these Strem's Consultants presented themselves to homeowners as public adjusters or some other manner of insurance professional, when in fact they were respondent's agents whose purpose was to conscript business into his firm.

10. Strem's Consultants made initial contact with homeowners and performed some manner of service, such as adjustment, estimation, or repair service.

11. During the course of these services (usually upon the initial consultation), Strem's Consultants enrolled homeowners in legal services with SLF, usually without the knowledge or consent of the homeowners.

12. Such solicitation was achieved by an industrious variety of deceptions.

13. For example, Strem's Consultants would often solicit a signature from a homeowner (usually on a cell phone or electronic tablet) without advising them that they were signing a retainer agreement with SLF.

14. In other cases, a Strem's Consultant might simply begin their work and at a later time advise the homeowner that they had been *signed up* or *turned over* to SLF.

15. Whatever deception was employed, the effect was the same: the homeowner found themselves in a purported attorney-client relationship with counsel not of their own choosing.

16. In the course of this solicitation, SLF attorneys virtually never consulted with the homeowner before a fully executed Contingent Fee Retainer Agreement (the “Fee Agreement”) was circulated to the homeowner by SLF.

17. Naturally, the Stremms Consultants had a financial motive in this scheme: they were retained by SLF as the “loss consultant” for the claims that they brought in, and they were compensated by SLF on that basis.

18. SLF and the Stremms Consultants compensated themselves by fees levied against the homeowners’ gross settlement proceeds from their home insurer.

19. The full extent of respondent’s unethical solicitation scheme is not known at this time.

Lawsuits Involving the Same Pattern of Misconduct

20. Respondent and SLF are currently being sued in a variety of contexts involving essentially the same pattern of conduct described above.

21. On or about April 16, 2020, a putative class action lawsuit was filed against respondent and SLF captioned *Ortiz v. The Stremms Law Firm, P.A., et al.*, Case No. 202-CA-004053-O in the Circuit Court for the 9th Judicial Circuit Court

in and for Orange County, Florida (the “Ortiz Lawsuit”). The complaint was amended on or about April 24, 2020. *See generally* Exhibit A.

22. In the amended complaint, the *Ortiz* plaintiff alleges:

41. ...[T]he below sets forth the basics of the plot of deception to thwart Florida Bar Ethics and anti-solicitation statutes to profit as a whole:

- a. After being contacted by the insured, third-parties, identifying and holding themselves out as public adjusters and/or tradesmen capable of mitigation/restoration work, present themselves to individual homeowners in order to inspect and advise insured homeowners as to damage to the insured’s property or repair of the insured property. This initial contact is initiated by the policyholder believing they are communicating with someone of the specific trade requested, not a “runner” for Scot Stremms and Stremms Law Firm or any member or representative of any law firm whatsoever.
- b. The third-parties then present a Stremms Law Contingent Fee Retainer Agreement, typically on an electronic tablet, on behalf of Defendants while originally being present only in the capacity of their individual trade for which they were initially contacted.
- c. Stremms Law authorized these third-parties such as Contender, to possess, present and have executed its Attorney Contingent Fee Retainer Agreement by the insured/homeowner.
- d. The third-party then “turns in” the Agreement and Stremms Law Firm receives the signed Attorney Contingent Fee Retainer Agreement and, either at the time of the original signature or at some point hereafter, Scot Stremms’s electronic signature is placed on the agreement.

- e. Strem Law Firm then opens a new file, sending out letters of representation to the Homeowners' mortgage and insurance companies, often as the first notice of loss.
- f. Inside of the Strem Law Firm's file, Contender, in Ortiz's case, or the other third-parties who act as Strem Law Firm's "runner", is listed as the chosen "Loss Consultant" without regard to the legality of the solicitation or even explicit consent or agreement of the insured/homeowner;
- g. Upon payment of undisputed funds or potentially later, disputed funds, Strem Law Firm and Scot Strem retain fees for handling and representing the claim while also making a payment for the illegal solicitation to the third-party "runner" under the guise of a "loss consultant" fee;
- h. The payment to Contender, and other third-parties, for obtaining and retaining clients for Strem Law Firm and Scott Strem is at least in part, if not in whole, monies earned and paid for illegally soliciting new clients for Strem Law Firm – ultimately resulting in income for Scot Strem, personally.

Id., ¶ 41.²

23. These allegations in the Ortiz Lawsuit are consistent with the pattern of conduct alleged in this Complaint. Accordingly, the overall breadth of respondent's solicitation scheme is likely larger than the specific misconduct described herein.

² The quoted allegations from the Ortiz Lawsuit significantly overlap with those in *Citizens Prop. Ins. Corp. v. The Strem Law Firm, P.A., et al.*, Case No. 2020-CA-001156 in the Circuit Court of the Second Judicial Circuit in and for Leon County, Florida (the "Citizens Lawsuit"). The Citizens Lawsuit alleges a RICO-style conspiracy between respondent, SLF, and certain Strem Consultants, which included the solicitation of clients as described in this Complaint. However, the Citizens Lawsuit was not yet filed at the time that the underlying reports were prepared for the grievance committee. Accordingly, the Citizens Lawsuit did not form a basis for the probable cause findings in this case. The Florida Bar nonetheless maintains that the Citizens Lawsuit is contextually relevant to these proceedings.

24. Another proceeding explains a close relationship between SLF and one of its most prominent Stremms Consultants. On August 21, 2020, the Florida Department of Financial Services (“DFS”) filed the complaint in *Fla. Dept. of Financial Services v. Contender Claims Consultants, Inc.*, Case No. 2020-018192-CA-01 in the 11th Judicial Circuit in and for Miami-Dade County, Florida (the “DFS Case”).³ This case relates to an ongoing investigation by DFS into SLF’s relationship with Contender.

25. In its complaint, DFS describes a close relationship between SLF and Contender. *See generally* Exhibit B. Without belaboring the more technical points of the investigation, DFS alleges:

9. During an investigation of Contender, the Department discovered that Contender regularly referred clients to Stremms Law Firm, who in turn referred clients to set up adjusting appointments through employees of Contender.

...

27. There is a clear relationship between the Defendants. Clients of Contender were frequently referred to the Stremms Law Firm, and the Stremms Law Firm consistently communicated with clients through employees of Contender. Further, Miguel Grados, Nicola Grados, and an entity suspected to be the Stremms Law Firm have the same address recorded with the Department. ...

Id., ¶¶ 9, 27.

³ This case was originally filed on November 26, 2019 in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida. It was re-filed in the 11th Judicial Circuit following an order transferring the case to that venue.

26. DFS served SLF with the investigative subpoena on October 1, 2019.

See id., ¶ 13.e.ii.

Hirestremslaw.com

27. SLF operated a website with the domain hirestremslaw.com which was a platform that ostensibly permitted anyone to remotely sign a retainer agreement with SLF. *See generally* Exhibit C.⁴

28. The website solicited a prospective client's biographical information, including their name, contact information and address. *Id.*

29. The website also solicited information regarding the prospective client's property damage, homeowner's coverage, and the status of any insurance claim. *Id.*

30. After inspecting the homeowner's home and obtaining a copy of the declarations page of the homeowner's insurance policy, Strem's Consultants possessed sufficient information to complete the form on hirestremslaw.com under the homeowner's name.

31. Having all the requisite information, the Strem's Consultants only needed signatures to bind the homeowners to a Fee Agreement with SLF.

⁴ The website is no longer active, but Exhibit D is a copy of the website captured by the Internet Archive at archive.org/web/.

32. As discussed in more detail above and below, various deceptions were employed to secure the homeowners' signatures, and in some cases those signatures were allegedly forged.

33. Accordingly, the website armed the Stremms Consultants with a means to directly and surreptitiously feed clients to SLF, which they did on a continuous basis for years.

34. Respondent knew that hirestremmslaw.com was being used for this purpose, and intended the site to be used for this purpose.

A Firm Designed to Keep Its Clients in the Dark

35. At all times, respondent and SLF supported the Stremms Consultants and the ongoing solicitation scheme.

36. Respondent and SLF intentionally took various measures to support and conceal the solicitation scheme. Such measures include:

- a. Hirestremmslaw.com: Respondent and SLF established and maintained hirestremmslaw.com, which was instrumental to the solicitation scheme as described above. Notably, the website did not include any manner of authentication to confirm that the individual who completed the form was, in fact, a prospective client. This led to numerous homeowners "retaining" SLF without their knowledge.

b. Lack of Initial Consultations: In spite of the wording of the Fee Agreement, SLF attorneys failed to consult with the firm's solicited clients prior to the execution of a Fee Agreement.

c. Suit Authorization: the Fee Agreement includes language purporting to authorize SLF to file suit without further consultation with the client. SLF frequently exploited this language, and its clients were often unaware that suit had been filed on their behalf.

d. Poor communication: SLF had an incredibly poor practice of communicating with its clients. This communication barrier made the claims and litigation processes opaque for SLF's clients, and made it unduly challenging for clients to voice their questions, concerns, and objections.

e. Retention of loss consultant: Generally speaking, the Strem's Consultant who enrolled a client would be retained by SLF as the "loss consultant" for that client. Such practice was obviously intended by respondent and SLF to reward the Strem's Consultant for the solicited business.

f. Refusal to comply with post-loss requirements: in the course of its cases, SLF would regularly refuse to comply with the post-loss requirements of the insurance policy at issue. These requirements commonly included the submission of a sworn proof of loss (which would require the

homeowner's signature) and attending an EUO (which would require the homeowner's attendance). Such non-compliance naturally prevents the homeowner and the insurance carrier from discovering the solicitation.

37. Furthermore, respondent's solicitation scheme ensnared a wide swath of disadvantaged persons, including the elderly, immigrants, and people of humble means and education.

38. Not surprisingly, these individuals generally lack sophisticated knowledge of the law and insurance litigation.

39. The solicitation scheme targets such disadvantaged individuals because they are unlikely to recognize the impropriety of the scheme.

40. The totality of the facts and circumstances paints a clear picture of a law firm designed to keep clients blindfolded to the unethical conduct of respondent and SLF.

General Allegations for All Counts

41. The captioned files involve seven individuals who report that they were enrolled as clients in SLF without their knowledge or consent.

42. As discussed below, each of these individuals tells a remarkably similar story that comports with the pattern of misconduct described above.

43. While the individual counts below are part of a broader pattern of misconduct (*i.e.* the solicitation scheme described above), each count is sanctionable independently.

Count I – Iris Reyes (File No. 2018-70,169)

44. The Florida Bar incorporates paragraphs 1 through 43 as if fully re-stated herein.

45. Iris Reyes is a 75-year-old homeowner in Miami.

46. At the time of the subject incidents, Ms. Reyes was married to 87-year-old Francisco Pastor, who was deaf.

47. In September 2017, in the aftermath of Hurricane Irma, Ms. Reyes’s home was visited by two individuals: a man named “Ever” and a woman named Carmen Contreras. *See Exhibit D*, p. 1.

48. Ms. Contreras left a business card with Ms. Reyes, which identified her as an employee of Contender. *See id.*, pp. 9-10.

49. According to Ms. Reyes, Contender personnel were circulating through the area “looking for homeowners with damages in order to represent them before their insurance companies.” *Id.*, p. 1.

50. During this first visit from Contender, Ms. Contreras attempted to have Ms. Reyes sign something on a tablet, but she refused. Ms. Contreras likewise

attempted to have the deaf Mr. Pastor sign the tablet, but according to Ms. Reyes, the device stopped working before he could do so.

51. Ms. Contreras never showed Ms. Reyes or her husband what she was asking them to sign.

52. Days later on September 25, 2017, Ms. Reyes received a copy of a Fee Agreement, a letter of engagement, and a client questionnaire from SLF. *See id.*, pp. 11-26.

53. The Fee Agreement was signed by respondent personally.

54. Though the document appears at first glance to be signed by Ms. Reyes and her husband, she adamantly denies that either of them signed it.

55. Along with her affidavit, Ms. Reyes and Mr. Pastor both submitted multiple sample signatures supporting that claim. *See id.*, pp. 7-8.

56. In the following days, Ms. Reyes contacted her insurance agent and DFS regarding this issue, and she called her insurer to report her claim directly.

57. Ms. Reyes also contacted Ms. Contreras to “cancel everything.” *Id.*, p. 1.

58. Respondent responded to Ms. Reyes’s complaint through counsel Mark Kamilar. In his letter, respondent alleges that Ms. Reyes submitted her complaint “in bad faith to avoid the obligations of a contract and payment for work performed.” Exhibit E, p. 1.

59. The response does not explain what work had been done or what fees had been incurred during the days-long period that SLF purportedly represented Ms. Reyes.

60. In support of his position, respondent provides an affidavit from Marisabet Rodriguez, who is ostensibly a neighbor of Ms. Reyes. *See id.*, pp. 5-6.

61. Ms. Rodriguez's barebones affidavit alleges that she recommended SLF to Ms. Reyes, and that she was present when Ms. Reyes and her husband ostensibly signed the Fee Agreement on an iPad. *Ibid.*

62. Based upon information and belief, Ms. Rodriguez's affidavit was false, inaccurate, or incomplete.

63. Relevant to this count, The Florida Bar alleges violations of the following Rules Regulating the Florida Bar: 4-1.2(a) (Objectives and Scope of Representation); 4-1.4(a) and (b) (Communication); 4-4.1(a) and (b); 4-7.18(a) (Direct Contact with Prospective Clients); and 4-8.4(a) and (c) (Misconduct).

Count II – Martha Vasquez (File No. 2019-70,277)

64. The Florida Bar incorporates paragraphs 1 through 43 as if fully restated herein.

65. Ms. Vasquez is a homeowner in St. Cloud, Florida. *See generally* Exhibit F.

66. Ms. Vasquez's home suffered some manner of damage in 2017, and she contacted a company named Let Us Claim Consultants Insurance, Inc. ("Let us Claim") to work with her home insurer to resolve her claim.

67. In her initial complaint, Ms. Vasquez expresses confusion about certain closing documents she was provided by SLF in July 2018.

68. At the time her complaint was filed, Ms. Vasquez's home was still not repaired. *See* Exhibit F, p. 1.

69. According to closing statements provided by SLF, Ms. Vasquez's home insurer made two separate payments of \$9,797.80 and \$5,286.67, out of which SLF extracted a 25% fee.

70. In a separate letter to SLF dated October 30, 2018, Ms. Vasquez provides important context to her complaint. *See* Exhibit G, pp. 6-9.

71. She alleges that in 2017, Ramon Rodriguez (the president of Let Us Claim) attended Ms. Vasquez at her home that he "seem[ed] to act as a public adjuster, yet he is not. ... I never retain[ed] the services of this law firm [SLF]. I was misled." *Id.*, p. 6.

72. Mr. Rodriguez presented her with a retainer agreement, advising her that *his* fee was 25% of the settlement amount. *See ibid.*

73. Mr. Rodriguez led Ms. Vasquez to believe that she was hiring his company.

74. Mr. Rodriguez did not advise Ms. Vasquez that she was, in fact, retaining SLF (or any law firm) by signing the retainer agreement. *See ibid.* (“At no time did he ever tell me I was going to be represented by a law firm.”).

75. In the months that followed, SLF negotiated the settlement of Ms. Vasquez’s claims without her knowledge. *See id.*, pp. 6-7.

76. Ms. Vasquez alleges that SLF and Let Us Claim work together to “misguide the homeowner as if [they’re] just trying to take your money instead of really being there for you.” *See id.*, p. 9.

77. In another letter to The Florida Bar dated November 5, 2018, Ms. Vasquez reiterated her confusion about why SLF was involved when the matter could have been handled through the insurance company. *See Exhibit H*, p. 1.

78. She likewise expresses further confusion about how she came to be in a contractual obligation with SLF. *See ibid.*

79. Respondent submitted his response to Ms. Vasquez’s complaint on or about December 4, 2018. *See generally*, Exhibit I.

80. Respondent admits that SLF has a business relationship with Let Us Claim. *See id.*, pp. 2-3.

81. Respondent admits that Ms. Vasquez’s matter was submitted to SLF via the firm’s website (presumably hirestremslaw.com). *See id.*, p. 1.

82. The response does not appear to address or deny Ms. Vasquez's core contention: that she signed an agreement with Let Us Claim and somehow found herself being represented by SLF.

83. Ms. Vasquez submitted her rebuttal to respondent's position on or about December 6, 2018. *See generally* Exhibit J.

84. In her rebuttal, she flatly denies ever going onto a website to hire SLF. *See id.*, p. 1.

85. Ms. Vasquez reiterates that Mr. Rodriguez with Let Us Claim was the only individual who attended her house in this matter before she apparently retained SLF.

86. Again, Ms. Vasquez explains that she "did not need a lawyer nor was [she] looking to hire one." *See ibid.*

87. Furthermore, respondent alleges that restoration personnel were sent to her home, and they caused significant property damage which they did not repair. *See id.*, p. 2 ("Let Us Claim is also the ones whom sent to my home property the restoration contractors whom made about 13 holes in my kitchen ceiling and more holes about 4 more in one of the bedrooms. ... [They drilled] more holes in the kitchen base board. Took apart my dishwasher from the bottom leaving it damage[d].")

88. Relevant to this count, The Florida Bar alleges violations of the following Rules Regulating the Florida Bar: 4-1.2(a) (Objectives and Scope of Representation); 4-1.4(a) and (b) (Communication); 4-4.1(a) and (b); 4-7.18(a) (Direct Contact with Prospective Clients); and 4-8.4(a) and (c) (Misconduct).

Count III – Carmen Toledo (File No. 2020-70,413)

89. The Florida Bar incorporates paragraphs 1 through 43 as if fully restated herein.

90. Carmen Toledo is a Tampa homeowner.

91. Ms. Toledo explains that—at the urging of a mutual acquaintance—she invited Luis Soto to her home to inspect and repair her air conditioning unit. *See Exhibit K, p. 1.*

92. Upon inspection of the property, Mr. Soto advised Ms. Toledo that other parts of the home needed repair and could be the subject of an insurance claim.

93. Ms. Toledo gave Mr. Soto her insurance information, and later two men attended Ms. Toledo's home to set up drying machines.

94. During the course of this work, these two men asked Ms. Toledo to give her signature on a cell phone, ostensibly to acknowledge the work done. *See ibid.*

95. Days later, SLF sent Ms. Toledo signed copies of two separate Fee Agreements, both dated November 7, 2019. *See* Exhibit L, pp. 6-13.

96. The Fee Agreements purport to relate to losses dated November 6, 2019 and October 18, 2019. *See id.*, pp. 6-10.

97. In both documents, Juan Maza is listed as the “Appraiser or Public Adjuster.” *See id.*, pp. 7, 11. Based upon information and belief, Mr. Maza is or was an employee of Contender at the time.

98. Ms. Toledo flatly denies ever reading or signing a Fee Agreement. *See* Exhibit K, p. 1.

99. On March 18, 2020, Ms. Toledo forwarded a letter to The Florida Bar wherein she requests that SLF “immediately send a written confirmation to my home insurance company advising that [SLF is] not representing me.” Exhibit M, p. 2.

100. Ms. Toledo further advises that she is in poor health, and was residing at a nursing home as of January 2020. *See* Exhibit K, p. 1.⁵

101. In his response, respondent claims that Ms. Toledo and her husband had difficulty understanding the claim process due to their advanced age and poor health. *See* Exhibit L, p. 1.

⁵ Ms. Toledo’s husband was likewise in poor health at that time, and he has since passed away.

102. Respondent also contends that Ms. Toledo only objected to her representation by SLF when she saw the firm's fee in the closing statements. *See id.*, p. 2.

103. Respondent's position is supported by a brief, unsworn statement from an individual named Guillermo Toledo (who is apparently unrelated to Ms. Toledo). *See id.*, p. 18.

104. Guillermo Toledo claims to be a former SLF client who recommended SLF to Ms. Toledo.

105. Mr. Toledo does not allege that he was present for Ms. Toledo's encounter with Mr. Soto.

106. Respondent also provided an unsigned and unverified list of purported attempts to contact Ms. Toledo, including phone calls made to her and documents sent to her while she was in the hospital. *See id.*, pp. 15-16.

107. Relevant to this count, The Florida Bar alleges violations of the following Rules Regulating the Florida Bar: 4-1.2(a) (Objectives and Scope of Representation); 4-1.4(a) and (b) (Communication); 4-4.1(a) and (b); 4-7.18(a) (Direct Contact with Prospective Clients); and 4-8.4(a) and (c) (Misconduct).

COUNT IV – KIMBERLY SALMON (File No. 2018-70,437)

108. The Florida Bar incorporates paragraphs 1 through 43 as if fully restated herein.

109. Ms. Salmon is an employee of United Property and Casualty Insurance Company (“UPC”), which insures homeowners throughout the state of Florida.

110. In her complaint, Ms. Salmon explains:

Upon information and belief, and through our claims and fraud investigations, we have determined that the Strem Law Firm (“Strem”) is working with individuals who have our insureds sign the signature page of a legal retainer, without providing the insured with a copy of the actual legal retainer. In these cases, the insured was unaware that the signature was for a legal retainer. We also believe that Strem is soliciting insureds through third parties, who state that they solicit individuals for compensation and can compensate insureds for referrals.

Exhibit N, p. 1.

111. Ms. Salmon’s initial complaint included documents relating to three such instances.

Carmen Quigley

112. On or about September 13, 2017, SLF sent Carmen Quigley signed a copy of a Fee Agreement along with a letter of representation. *See* Exhibit N, pp. 5-14.

113. Ms. Quigley subsequently submitted a sworn statement strongly denying that she signed anything with SLF. *See id.*, p. 3.

114. Ms. Quigley further explains that she does not know who SLF is, and never wrote to the firm. *See id.*

Evans Civil

115. Shortly after Hurricane Irma, Evans Civil was visited in his home by a man who advised that he would help Mr. Civil file an insurance claim. *See id.*, pp. 17-19.

116. This individual inspected the property and told Mr. Civil to contact him once he could provide a copy of the insurance policy. *See id.*, p. 17.

117. He further advised Mr. Civil not to contact UPC directly.

118. Nonetheless, Mr. Civil did call UPC, who sent their adjuster to inspect the water damage.

119. Two days after that inspection, Mr. Civil was contacted by someone he did not know to confirm another inspection for the following day.

120. Mr. Civil advised this individual that he was dealing with his home insurer directly.

121. Nonetheless, this individual followed up and again Mr. Civil advised that he did not need representation.

122. On or about September 27, 2017, UPC received correspondence from SLF in which the firm purported to represent Mr. Civil. *See id.*, pp. 15-16.

123. Subsequently, Mr. Civil was contacted by UPC who asked whether he had retained SLF. *See id.*, pp. 17-18.

124. Mr. Civil said that he had not retained the firm, and the UPC adjuster advised him to contact SLF to obtain a release letter so that the claim could move forward, which Mr. Civil did.

125. Mr. Civil expressly denies signing anything with SLF, and he denies ever having a face-to-face interaction with anyone from the firm.

Jorge Peña

126. Shortly after Hurricane Irma, personnel for Contender appeared at the home of Manuel Peña to inspect it for damages.⁶ *See id.*, p. 22.

127. During this consultation, the Contender employee presented Mr. Peña with a piece of paper bearing a space for a signature. *See ibid.*

128. Believing it to be an estimate, Mr. Peña signed the piece of paper not knowing that it was apparently the signature page for an SLF retainer agreement.

129. Mr. Peña subsequently received a fully executed Fee Agreement.

130. At the time, Mr. Peña did not want to be represented by an attorney and never requested counsel. *See id.*, pp. 22-23.

131. On September 28, 2017, SLF sent a Letter of Representation to UPC, in which the firm purports to represent Mr. Peña. *See id.*, pp. 19-20.

132. The letter directs UPC to confer with Contender to schedule an inspection. *See id.*, p. 19.

⁶ Manuel Peña's son Jorge submitted the sworn statement relating to this claim.

Response to Ms. Salmon's Complaint

133. In his response, respondent attributed Ms. Salmon's complaint to UPC's acrimony toward the firm. *See* Exhibit O, p. 1.

134. Respondent contends that none of the three individuals identified in the complaint called the firm to complain. *See id.*, p. 2.

135. Respondent further characterizes the bar complaint as UPC's attempt to gain some unspecified advantage over SLF. *See ibid.*

136. In answer to Ms. Quigley's statement, respondent produced an affidavit signed by Valentina Rosario, who says she recommended SLF to Ms. Quigley. *See id.*, p. 30. According to Ms. Rosario, Ms. Quigley did retain the firm based upon her recommendation.

137. Ms. Rosario's affidavit does not explain how she knows Ms. Quigley, nor does it provide any factual context for these alleged conversations.

138. As for Mr. Civil's statement, respondent claims that he hired the firm upon the recommendation of a former client Cesar Francois. *See id.*, p. 3.

139. The response includes no statement or any other manner of information from Mr. Francois.

140. As for Mr. Peña, respondent claims that he retained the firm through its toll-free number and terminated their services the following month. *See ibid.*

141. Respondent further advises that Mr. Peña was discussing making a claim with SLF at the time of the response.

142. Respondent later submitted an affidavit from Mr. Peña in which he explains that it was not his intent to file a grievance against SLF, and that he did in fact retain SLF to pursue another claim against UPC. *See generally* Exhibit P.

143. In this affidavit, Mr. Peña does not withdraw or contradict any of the allegations regarding his solicitation through Contender.

Ms. Salmon's Rebuttal

144. In her rebuttal to the response, Ms. Salmon flatly denies that UPC's litigation history with UPC had any effect on her decision to file the complaint. *See generally* Exhibit Q.

145. Ms. Salmon further states that each of the three policyholders "seemed surprised and confused that they had retained a lawyer." *Ibid.*

146. She further asserts that UPC assigned a special investigator to investigate the matter and secure statements in order to protect the company's policyholders.

Quigley and Schoff Interviews

147. Subsequent to the materials submitted by respondent, UPC submitted two recorded interviews in support of Ms. Quigley's sworn statement—one with Ms. Quigley herself and the other with Roland Schoff, her insurance agent.

148. In Ms. Quigley's interview, she recounted that an acquaintance put her in contact with a third party who came to her home to inspect damage after Hurricane Irma. *See* Exhibit R, 4:11-6:10.

149. Ms. Quigley declined this party's service, opting instead to deal with her insurer directly. *See id.*, 6:11-13.

150. Nonetheless, Ms. Quigley states that SLF sent her paperwork to sign two or three weeks later.

151. Ms. Quigley denies that she ever signed anything.

152. Ms. Quigley attempted to communicate with UPC, but had difficulty doing so because SLF had advised the insurer that they represented her.

153. Furthermore, Ms. Quigley testifies that the entire exchange had taken an emotional toll on her and kept her from sleep.

154. In his interview, Mr. Schoff largely corroborates Ms. Quigley's statements regarding SLF's intervention in her attempts to deal with her insurer. *See generally* Exhibit S.

155. Mr. Schoff repeatedly tried to call SLF with Ms. Quigley, and after SLF staff hung up on him twice, he was finally able to explain that Ms. Quigley had never retained the firm.

156. Mr. Schoff further advised that Ms. Quigley required a letter from SLF to UPC explaining that the firm did not represent her. *See id.*, 7:16-8:9.

157. Furthermore, Mr. Schoff stated that SLF never verified this with Ms. Quigley, and that to his knowledge, the firm did not contact Ms. Quigley. *See id.*, 9:13-10:1.

Oswaldo Ramos

158. In addition to the supplemental materials regarding Ms. Quigley's complaint, UPC also provided a fourth sworn statement, this time from insured Oswaldo Ramos. *See generally* Exhibit T.

159. Mr. Ramos is a Hialeah homeowner who had been in contact with Javier Lopez-Vecino from Master Claims Consultants, LLC ("Master Claims") regarding certain damage to his home.

160. Mr. Ramos ultimately declined the services of Master Claims, choosing to pursue the claim with his insurer himself.

161. Mr. Ramos's sworn statement is supported by a text conversation with Mr. Lopez-Vecino, in which Mr. Lopez-Vecino offered him \$100 for each client he referred to Master Claims. *See* Exhibit U, p. 3.

162. As with Ms. Quigley, a UPC investigator took Mr. Ramos's interview. *See generally* Exhibit V.

163. During this interview, Mr. Ramos explains that his home was damaged in Hurricane Irma, and Mr. Lopez-Vecino was passing by the house when he saw the damage. *See id.*, p. 3:19-4-2.

164. Mr. Lopez-Vecino suggested that Mr. Ramos retain counsel.

165. Even though Mr. Ramos declined this suggestion to retain counsel, Mr. Lopez-Vecino had Mr. Ramos sign certain documents which he was not given an opportunity to review. *See id.*, 4:23-5:23.

166. Mr. Ramos states that he signed a piece of paper as well as a document on Mr. Lopez-Vecino's telephone. *See id.*, 7:17-8:8.

167. According to Mr. Ramos, he was asked to sign these documents in case he later change his mind and decided that he did want to proceed with counsel. *See id.*, 7:2-15.

168. During this consultation, Mr. Lopez-Vecino advised Mr. Ramos that SLF was "the best lawyer" for the matter. *Id.*, 9:4-5.

169. Mr. Lopez-Vecino then tried to recruit Mr. Ramos to refer business to Master Claims. *See id.*, 9:23-10:5.

170. Mr. Ramos further confirms that he never communicated with any attorney from SLF, and that his only point of contact during the entire exchange was Mr. Lopez-Vecino. *See id.*, 13:9-21.

171. Relevant to this count, The Florida Bar alleges violations of the following Rules Regulating the Florida Bar: 4-1.2(a) (Objectives and Scope of Representation); 4-1.4(a) and (b) (Communication); 4-4.1(a) and (b); 4-7.18(a) (Direct Contact with Prospective Clients); and 4-8.4(a) and (c) (Misconduct).

Rule Violations

172. By reason of the foregoing, respondent has violated the following

Rules Regulating The Florida Bar:

- a. **Rule 4-1.2(a), Objectives and Scope of Representation:** Subject to subdivision (c) and (d), a lawyer must abide by a client's decisions concerning the objectives of representation, and, as required by rule 4-1.4, must reasonably consult with the client as to the means by which they are to be pursued. A lawyer may take action on behalf of the client that is impliedly authorized to carry out the representation. A lawyer must abide by a client's decision whether to settle a matter. ...
- b. **Rule 4-1.4(a), Communication:** 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.
- c. **Rule 4-1.4(b), Communication:** A lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation.
- d. **Rule 4-4.1(a), Truthfulness in Statements to Others:** In the course of representing a client a lawyer shall not knowingly: (a) make a false statement of material fact or law to a third person.
- e. **Rule 4-4.1(b), Truthfulness in Statements to Others:** In the course of representing a client a lawyer shall not knowingly: (b) fail to disclose a material fact to a third person when disclosure is necessary to avoid assisting a criminal or fraudulent act by a client, unless disclosure is prohibited by rule 4-1.6.

f. **Rule 4-7.18(a), Direct Contact with Prospective Clients**

(Solicitation): 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 real-time 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.

g. **Rule 4-8.4(a), Misconduct:** 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.

h. **Rule 4-8.4(c), Misconduct:** A lawyer shall not: engage in conduct involving dishonesty, fraud, deceit, or misrepresentation

WHEREFORE, The Florida Bar prays the respondent, Scot Stremms, 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, with a copy provided via e-mail to Scott K. Tozian, attorney for respondent, at stozian@smithtozian.com; and that a copy has been furnished by United States Mail via certified mail No. 7017 3380 0000 1082 7614, return receipt requested, to Scott K. Tozian, attorney for respondent, whose record bar address is 109 N. Brush Street, Suite 200, Tampa, Florida 33602; and via e-mail to Benedict P. Kuehne, attorney for respondent, at ben.kuehne@kuehnelaw.com; and that a copy has been furnished by United States Mail via certified mail No. 7017 3380 0000 1082 7607, return receipt requested, to Benedict P. Kuehne, attorney for respondent, whose record bar address is Miami Tower, Suite 3105, 100 SE 2nd Street, Miami, Florida 33131; and via email to Kendall Coffey, attorney for respondent, at kcoffey@coffeyburlington.com; and that a copy has been furnished by United States Mail via certified mail No. 7017 3380 0000 1082 7591, return receipt requested, to Kendall Coffey, attorney for respondent, whose record bar address is 2601 South Bayshore Drive, Penthouse,

Miami, Florida 33133; and via email to Mark A. Kamilar, attorney for respondent, at kamilar@bellsouth.net; and that a copy has been furnished by United States Mail via certified mail No. 7017 3380 0000 1082 7621, return receipt requested, to Mark A. Kamilar, attorney for respondent, whose record bar address is 2921 SW 27th Avenue, Miami, Florida 33133; and to J. Derek Womack, Bar Counsel, jwomack@floridabar.org, on this 24th day of November, 2020.



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 J. Derek Womack, Bar Counsel, whose address, telephone number and primary email address are: The Florida Bar, Miami Branch Office, 444 Brickell Avenue, Rivergate Plaza, Suite M-100, Miami, Florida 33131-2404, (305) 377-4445, jwomack@floridabar.org. Respondent need not address pleadings, correspondence, etc. in this matter to anyone other than trial counsel and to Patricia Ann Toro Savitz, Staff Counsel, The Florida Bar, 651 E Jefferson Street, Tallahassee, Florida 32399-2300, 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.