

IN THE SUPREME COURT OF FLORIDA  
(Before a Referee)

THE FLORIDA BAR,

Complainant,

v.

RICHARD LEE BREWSTER,

Respondent.

Supreme Court Case  
No. SC21-1290

The Florida Bar File  
No. 2020-30,338 (9A)

Received, Clerk, Supreme Court

JAN 26 2022

**CONDITIONAL GUILTY PLEA FOR CONSENT JUDGMENT**

COMES NOW, the undersigned respondent, Richard Lee Brewster, and files this Conditional Guilty Plea pursuant to Rule 3-7.9 of the Rules Regulating The Florida Bar.

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

2. Respondent is acting freely and voluntarily in this matter and tenders this Plea without fear or threat of coercion. Respondent is represented in this matter.

3. As to The Florida Bar File No. 2020-30,338 (9A), there was a finding of probable cause.

4. The disciplinary measures to be imposed upon respondent are as follows:

A. A 45-day suspension from the practice of law.

Respondent shall eliminate all indicia of respondent's status as an attorney on email, social media, telephone listings, stationery, checks, business cards, office signs or any other indicia of respondent's status as an attorney, whatsoever; and,

B. Payment of the disciplinary costs in this matter.

5. Respondent acknowledges that, unless waived or modified by the Court on motion of respondent, the court order will contain a provision that prohibits respondent from accepting new business from the date of the order or opinion and shall provide that the suspension is effective 30 days from the date of the order or opinion so that respondent may close out the practice of law and protect the interest of existing clients.

6. The following allegations provide the basis for respondent's guilty plea and for the discipline to be imposed in this matter:

A. Seacoast National Bank was selling bank-owned commercial real estate to a developer, UP Development LLC, who was represented by respondent. The contract for sale required the buyer, UP Development LLC, to submit a \$100,000.00 deposit payment to an escrow

agent selected by the buyer. According to the contract, the deposit would eventually become non-refundable as the deal progressed.

B. On June 10, 2019, after the deposit was due, the law firm for Seacoast National Bank emailed the broker and asked, "Can you please advise the title/settlement agent for the transaction? A deposit in the amount of \$100,000.00 was due on 4/29/19. May we please get an escrow verification?" Respondent, who was with the owner of UP Development, LLC, in a construction trailer on undeveloped property belonging to the owner, replied by email stating, "I have the deposit check. Johnson Real Estate Law, PA is the title/settlement agent... We understand Seacoast would like to close by June 30th, and we are working hard to make that happen."

C. Respondent did not possess the deposit check when he sent the e-mail. The owner of UP Development, LLC, told respondent the check was in the owner's car in the parking lot, and he instructed respondent to send the email saying respondent had the check and Johnson Real Estate Law, PA, is the title/settlement agent.

D. After respondent sent the email to the lawyer for Seacoast National Bank, he and the owner walked outside the trailer. The owner handed respondent some papers and envelopes and said the

deposit check was in one of the envelopes. Respondent never saw the deposit check that day. The owner pulled an envelope out of the stack of papers he had handed respondent and told respondent that he was going to wire the deposit instead. The owner also told respondent he was going to consider using two other law firms as title/settlement agents.

E. Respondent never sent an email or other communication to the lawyer for Seacoast National Bank correcting or updating the information he had earlier sent on June 10, 2019, about respondent having the deposit check and Johnson Real Estate Law, PA, being the title/settlement agent.

F. In the summer of 2019, Johnson Real Estate Law, PA informed respondent that they did not have UP Development's deposit. Respondent did not advise the lawyer for Seacoast National Bank that no deposit had been made to Johnson Real Estate Law, PA.

G. In September 2019, according to the contract, the full \$100,000.00 deposit would have become nonrefundable. In October 2019, Seacoast National Bank and its lawyer discovered that no deposit had been delivered to Johnson Real Estate Law, PA, and that no deposit had been made by UP Development LLC to any title/settlement agent. The deal to buy the property did not close.

7. The following rules provide the basis for respondent's guilty plea and for the discipline to be imposed in this matter:

A. 3-4.3 Misconduct and Minor Misconduct. 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. 4-4.1 Transactions with Persons Other than Clients; 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; or (b) fail to disclose a material fact to a third person when disclosure is necessary to avoid assisting a criminal or fraudulent act by a client, unless disclosure is prohibited by rule 4-1.6.

8. The bar agrees to dismiss the following alleged rule violations: 4-1.2(d) Criminal or Fraudulent Conduct; 4-8.4(a) Misconduct; and 4-8.4(c) Misconduct. Respondent has maintained that this was a sophisticated real estate transaction where the parties, including the owner of UP Development, LLC, sometimes dealt directly with each other about the transaction without lawyers and he believed that the seller would be informed of the deposit by his client. While respondent should have corrected the inaccurate information in his June 10, 2019 email, respondent states that he was unaware that his client had made no deposit to any title/escrow agent until October 2019, when the deal fell through.

9. The following mitigation is applicable in this matter:

A. Absence of a prior disciplinary record. [Standard 3.3(b)(1)].

B. Absence of a dishonest or selfish motive. The matter involves a commercial real estate legal transaction with sophisticated parties who sometimes communicated directly with each other without attorney involvement, which resulted in respondent not having personal knowledge of all actions or inactions of his client. [Standard 3.3(b)(2)].

C. Full and free disclosure to the bar or cooperative attitude toward the proceedings. [Standard 3.3(b)(5)].

D. Inexperience in the practice of law. Respondent was admitted to The Florida Bar in 2013, and a significant amount of time after his 2005 graduation from law school has been spent in active military service. [Standard 3.3(b)(6)].

E. Character or reputation. Respondent had a distinguished military career in the United States Navy, where he served ten years in active service in addition to service in the reserves. He received the National Defense Service Medal (2), Navy and Marine Corps Achievement Medal (2), and the Navy and Marine Corps Commendation Medal, and retired at the rank of lieutenant commander. Since his retirement from the Navy, he has also been involved in the United States Coast Guard Auxiliary. [Standard 3.3(b)(7)].

F. Physical or mental disability or impairment. Respondent has very substantial and serious medical conditions, some of which are service-connected, and he has a 100% Veterans Administration service-connected disability rating. [Standard 3.3(b)(8)].

G. Remorse. [Standard 3.3(b)(12)].

10. The Florida Bar has approved this proposed plea in the manner required by Rule 3-7.9.

11. If this plea is not finally approved by the referee and the Supreme Court of Florida, then it shall be of no effect and may not be used by the parties in any way.

12. If this plea is approved, then respondent agrees to pay all reasonable costs associated with this case pursuant to Rule 3-7.6(q) in the amount of \$2,183.50. These costs are due within 30 days of the court order. Respondent agrees that if the costs are not paid within 30 days of this court's order becoming final, respondent shall pay interest on any unpaid costs at the statutory rate. Respondent further agrees not to attempt to discharge the obligation for payment of the Bar's costs in any future proceedings, including but not limited to, a petition for bankruptcy. Respondent shall be deemed delinquent and ineligible to practice law pursuant to Rule 1-3.6 if the cost judgment is not satisfied within 30 days of the final court order, unless deferred by the Board of Governors of The Florida Bar.


13. Respondent acknowledges the obligation to pay the costs of this proceeding and that payment is evidence of strict compliance with the conditions of any disciplinary order or agreement and is also evidence of good faith and fiscal responsibility. Respondent understands that failure to pay the costs of this proceeding may reflect adversely on any reinstatement



proceedings or any other bar disciplinary matter in which respondent is involved.

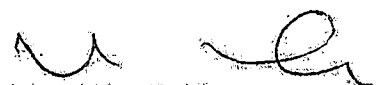
14. This Conditional Guilty Plea for Consent Judgment fully complies with all requirements of the Rules Regulating The Florida Bar.

Dated this 10<sup>th</sup> day of January, 2022.



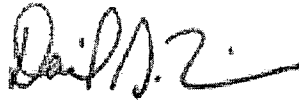
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Dated this 10 day of January, 2022.



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Dated this 18th day of January, 2022.



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