

IN THE SUPREME COURT OF FLORIDA

THE FLORIDA BAR,

Complainant,

v.

RICHARD LEE BREWSTER,

Respondent.

Supreme Court Case  
No. SC

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

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**COMPLAINT**

The Florida Bar, complainant, files this Complaint against Richard Lee Brewster, 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 December 5, 2013 and is subject to the jurisdiction of the Supreme Court of Florida.
2. Respondent practiced law in Orange County, Florida, at all times material.
3. The Ninth Judicial Circuit Grievance Committee A 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.

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4. Seacoast National Bank was selling bank-owned commercial real estate to a developer, UP Development LLC, who was represented by respondent.

5. UP Development LLC is owned by Mr. Fish.

6. 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.

7. According to the contract, the deposit would eventually become non-refundable as the deal progressed.

8. 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?"

9. At his October 29, 2020 sworn statement, respondent testified that on June 10, 2019 he was in a construction trailer on undeveloped property owned by Mr. Fish when he replied by e-mail 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 30<sup>th</sup>, and we are working hard to make that happen."

10. The signature block on respondent's June 10, 2019 reply email was "R. Lee Brewster, Esq., General Counsel, UP Development Company, LLC."

11. Respondent did not possess the deposit check when he sent the e-mail.

12. Mr. Fish told respondent the check was in Mr. Fish's car and he instructed respondent to send the email saying respondent had the check and Johnson Real Estate Law, PA, is the title/settlement agent.

13. After respondent sent the email to the lawyer for Seacoast National Bank, he and Mr. Fish walked outside the trailer.

14. Mr. Fish handed respondent some papers and envelopes and said the deposit check was in one of the envelopes.

15. Respondent never saw the deposit check that day.

16. Mr. Fish 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.

17. Mr. Fish also told respondent he was going to consider using two other law firms as title/settlement agents.

18. 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.

19. Respondent testified, at his October 29, 2020 sworn statement, that he had no obligation to inform the lawyer for Seacoast National Bank because Seacoast National Bank and its lawyer were sophisticated parties, and they could verify the deposit and the title/settlement agent.

20. In the summer of 2019, Johnson Real Estate Law, PA informed respondent that they did not have UP Development's deposit.

21. Respondent did not apprise the lawyer for Seacoast National Bank that no deposit had been made to Johnson Real Estate Law, PA.

22. Respondent participated in discussions regarding the first amendment to the purchase and sale agreement which was executed on July 21, 2019.

23. The first amendment explained that \$50,000.00 of the \$100,000.00 deposit was now nonrefundable.

24. At no point during these discussions did respondent inform Seacoast National Bank that no deposit had been made to Johnson Real Estate Law, PA.

25. In September 2019, according to the contract, the full \$100,000.00 deposit would have become nonrefundable.

26. In October 2019, after the deposit would have been nonrefundable, 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.

27. The deal to buy the property did not close.

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

(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) 4-1.2(d) Criminal or Fraudulent Conduct. A lawyer shall not counsel a client to engage, or assist a client, in conduct that the lawyer knows or reasonably should know is criminal or fraudulent. However, a lawyer may discuss the legal consequences of any proposed course of conduct with a client and may counsel or assist a client to make a good faith effort to determine the validity, scope, meaning, or application of the law.


(c) 4-4.1 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.

(d) 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.

(e) 4-8.4(c) Misconduct. A lawyer shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation, except that it shall not be professional misconduct for a lawyer for a criminal law enforcement agency or regulatory agency to advise others about or to

supervise another in an undercover investigation, unless prohibited by law or rule, and it shall not be professional misconduct for a lawyer employed in a capacity other than as a lawyer by a criminal law enforcement agency or regulatory agency to participate in an undercover investigation, unless prohibited by law or rule.

WHEREFORE, The Florida Bar prays respondent will be appropriately disciplined in accordance with the provisions of the Rules Regulating The Florida Bar as amended.



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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 copies provided to Warren William Lindsey, Counsel for Respondent, by United States Mail, Certified Mail No. 7020 0090 0000 6804 8460, return receipt requested, to his record bar address, 1150 Louisiana Avenue, Suite 2, Winter Park, Florida 32789, and via email to [warren@warrenlindseylaw.com](mailto:warren@warrenlindseylaw.com); and to Daniel James Quinn, Bar Counsel, via email at [dquinn@floridabar.org](mailto:dquinn@floridabar.org), [orlandooffice@floridabar.org](mailto:orlandooffice@floridabar.org); on this 14<sup>th</sup> day of September, 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 Daniel James Quinn, Bar Counsel, whose address, telephone number, and primary email addresses are The Florida Bar, 1000 Legion Place, Suite 1625, Orlando, Florida 32801, (407) 425-5424, and [dquinn@floridabar.org](mailto:dquinn@floridabar.org), [orlandooffice@floridabar.org](mailto: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](mailto: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.