

IN THE SUPREME COURT OF FLORIDA

THE FLORIDA BAR,

Complainant,

v.

R. CHRISTOPHER A. LIM,

Respondent.

Supreme Court Case
No. SC-

The Florida Bar File Nos.
2020-30,317 (5B)
2021-30,262 (5B)

_____ /

COMPLAINT

The Florida Bar, complainant, files this Complaint against R. Christopher A. Lim, 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 July 27, 2005, and is subject to the jurisdiction of the Supreme Court of Florida.
2. Respondent practiced law in Seminole and Orange Counties, Florida, at all times material.
3. The Fifth Judicial Circuit Grievance Committee "B" 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.

RECEIVED, 12/06/2021 11:43:21 AM, Clerk, Supreme Court

COUNT I

THE FLORIDA BAR FILE NO. 2020-30,317 (5B)

4. In or around April 2012, Darrin Lavine, a nonlawyer, formed Titans Reserve Group, LLC.

5. Titans Reserve Group operated as a private member association, known as Titans Reserve Group PMA, and provided members, who paid membership fees, with services to assist the members in challenging the validity of mortgage notes in their personal foreclosure defense cases.

6. Titans Reserve Group provided its members with information as to how the members could handle their litigation as *pro se* litigants and provided them with case law education.

7. On or around May 5, 2017, attorney Andrea Marie Roebuck, who was affiliated with Titans Reserve Group, created an independent law firm known as Allegiant Law, P.A.

8. Roebuck provided legal services to members of Titans Reserve Group through Allegiant Law, P.A., for any cases Titans Reserve Group sent to Allegiant Law.

9. The members would pay Titans Reserve Group for legal services, and Titans Reserve Group would pay Roebuck's salary.

10. Shortly after Roebuck created Allegiant Law, respondent, through his sole law practice A. I. M. Law, P.A., began working with Allegiant Law as “of counsel.”

11. Respondent was paid a salary by Allegiant Law.

12. Respondent handled foreclosure defense cases for Titans Reserve Group members that were referred to Allegiant Law.

13. Titans Reserve Group was not a registered lawyer referral service in accordance with the Rules Regulating The Florida Bar.

14. Lavine ceased operations of Titans Reserve Group and became involved with The Resilient Group Inc., also known as Resilient Group PMA.

15. Lavine referred members of Titans Reserve Group PMA to Resilient Group PMA.

16. Resilient Group was a private member association that focused on defending foreclosure cases by claiming the mortgage notes were fraudulent.

17. Resilient Group purported to have a scientific process of examining notes to determine whether they were original or re-created.

18. Resilient Group also offered its members *pro se* support, such as motions and legal research.

19. In late 2017, respondent and Roebuck began working with Allan Campbell's law firm Best Defense Law, both working as "of counsel".

20. Best Defense Law would provide legal services to members of Resilient Group.

21. Campbell had formed Allan Campbell Attorney at Law LLC in January 2017, registering the firm to do business under the fictitious name of Best Defense Law.

22. In an effort to expand his law firm and bring in more business, Campbell associated with William Howell and Roderic Boling, both nonlawyers.

23. Howell and Boling provided financial assistance to get Best Defense Law's office up and running.

24. Boling provided office space to Best Defense Law in the same building where Boling maintained an office.

25. Boling and Howell were associated with Resilient Group with Boling eventually becoming the President of Trustees.

26. When Howell and Boling came to Campbell to start doing foreclosure defense and bankruptcy cases in late 2017, Campbell made it clear he was not comfortable doing foreclosure defense cases but that he wanted to learn bankruptcy.

27. They agreed that they would bring on two attorneys, respondent and Roebuck, to do the foreclosure defense cases.

28. Respondent had additional experience in handling bankruptcy cases as well.

29. Respondent and Roebuck were given office space in the same building as Best Defense Law and where Boling maintained an office.

30. Respondent and Roebuck were paid a salary from Campbell's law firm, which was funded by Howell and Boling.

31. Respondent was paid a salary of \$1,000.00 per week.

32. Respondent testified that he would have to know that Boling was financing the litigation before he started working on a case.

33. Respondent also testified that he referred his clients to Resilient and would go over the Resilient agreement with his clients, referring to it as a financing agreement.

34. Respondent knew the stated purpose of Resilient Group was to fight residential foreclosures by challenging the validity of mortgage notes through the use of an unproven scientific process and an expert witness.

35. In addition, respondent testified that Boling weighed in on the cases, giving opinions as to strategy and motions, and that Boling attended staff meetings about the legal cases and had access to the expert reports.

36. The foreclosure cases included cases respondent and Roebuck already had and new cases that came to Best Defense Law, mainly from Resilient Group

37. Members paid Resilient Group an initial fee of \$1,000.00 per property and \$600.00 per month per property until the foreclosure case was completed.

38. Resilient Group membership fees included payment for legal services to be provided by its experienced team of foreclosure lawyers, according to Resilient Group's website.

39. The former members of Titans Reserve Group PMA and the members of Resilient Group PMA were not given a choice of attorneys to hire directly and, instead, their legal matters were referred to Best Defense Law and assigned, then often re-assigned, to attorneys without prior notice to the clients.

40. Neither Resilient Group PMA nor The Resilient Group, Inc., were registered lawyer referral services in accordance with the Rules Regulating The Florida Bar.

41. When respondent and Roebuck began working with Best Defense Law, it was decided that all cases would be filed with the courts using Campbell's name and e-filing credentials.

42. Campbell's password for both state and federal court e-portal filing systems were available to office staff.

43. In foreclosure cases, after Campbell's notice of appearance was filed in a case, Roebuck and/or respondent would handle the case going forward.

44. It was agreed that respondent would assist Campbell in becoming competent to handle bankruptcy cases.

45. Respondent testified that Campbell was supposed to take over the bankruptcy cases because respondent did not want to work those cases.

46. In or around December 2017, Campbell's office manager, William Glenn Pickard, abruptly left Best Defense Law after a confrontation with Boling.

47. Thereafter, Boling began to exert increasing control over the operations and employees of Best Defense Law.

48. Campbell alleged that he discovered in late 2017 that some foreclosure filings were being made under his name and with his filing credentials without his prior knowledge or consent.

49. Campbell further alleged that he confronted respondent and Roebuck about the unauthorized filings and directed them to cease using his e-filing credentials for the foreclosure cases.

50. Thereafter, Campbell changed his password for his state court e-filing credentials but neglected to change his password for his federal court e-filing credentials

51. Campbell acknowledged that he had no proof that either respondent or Roebuck were responsible for the filings rather than the nonlawyer staff who also had access to Campbell's e-filing credentials.

52. The calendar and tickler system for Best Defense Law was created by Roebuck to automatically notify the nonlawyer staff of filing deadlines.

53. The staff routinely drafted and filed documents using Campbell's signature and filing credentials without supervision.

54. Joseph and Jodell Altier were members of Resilient Group.

55. The Altiers had foreclosure and bankruptcy cases.

56. Jodell Altier filed a Chapter 7 bankruptcy petition in 2015 and later an appeal to the District Court for the Middle District of Florida of a decision in the bankruptcy case.

57. In February 2018, respondent, through Best Defense Law, attended a hearing on behalf of Jodell Altier in bankruptcy court.

58. The hearing concerned Jodell Altier's *pro se Motion for Acceptance of Debtor's Notice of Appeal out of Time*, which the court construed as a motion for reconsideration of the court's order dismissing appeal as untimely and a motion to extend the time to appeal.

59. At the time of the hearing, attorney Jonathan Bull remained counsel of record for Jodell Altier.

60. Respondent did not file a notice of appearance, either for himself, Best Defense Law or Campbell, in Jodell Altier's hearing, explaining to the court that respondent was retained only hours before the hearing commenced.

61. At the end of the hearing, noting that respondent had not entered a formal notice of appearance in Jodell Altier's bankruptcy case, the court granted respondent's oral request to withdraw from further representation in the matter.

62. After the hearing, respondent met with Campbell and discussed the outcome of the hearing and the potential of an appeal.

63. Respondent testified that he told Campbell that there was nothing to be done for the Altiers in bankruptcy court or they would be fined for contempt.

64. Respondent further testified that he attended the hearing on behalf of Campbell because the Altiers were to become Campbell's bankruptcy clients because Campbell was to take over all of the bankruptcy cases.

65. Campbell denied sending respondent to cover the Altier bankruptcy hearing.

66. Campbell testified that he did not understand why respondent met with him after the hearing other than that they worked in the same office.

67. Both Altiers testified that Joseph Altier handled the legal affairs for the couple and virtually all communication with the attorneys.

68. Joseph Altier initially sought legal representation through Lavine, the nonlawyer who operated Titans Reserve Group before becoming associated with Resilient Group.

69. Furthermore, Joseph Altier received an email from Dan Brodersen, a disciplinary revoked attorney, from an email address

associated with Best Defense Law attaching a copy of the membership agreement for Resilient Group.

70. The email, sent in February 2018, stated: “Remember, those PMA fees contemplate our lawyers, as well as Roddy [Boling] and I, doing a great deal of work on the bankruptcy appeal, which is not normally something that the PMA deals with.”

71. Both Joseph Altier and Brodersen signed the agreement for Resilient Group.

72. Respondent also testified that Brodersen would weigh in on cases, along with Boling, but denied knowing that Brodersen was involved with Resilient Group in an official capacity.

73. Respondent was aware that Brodersen was disbarred at the time.

74. Joseph and Jodell Altier relied on Resilient Group to provide them with competent legal services.

75. Joseph Altier further testified that he did not communicate with Allan Campbell about the Altiers’ legal matters but did communicate with Lim and Roebuck.

76. When Joseph Altier wanted to get in touch with Lim, he would contact Lavine to set it up.

77. Joseph Altier believed that respondent and Roebuck were handling Jodell Altier's case as of February 2018 but would later believe that Campbell was responsible for the bankruptcy appeal.

78. The manner in which Best Defense Law was structured led to confusion as to which attorney was responsible for handling Jodell Altier's case.

79. In or around March 2018, Campbell abruptly left Best Defense Law without prior notice, never returning to the office.

80. Campbell did not notify Roebuck or respondent that he was leaving and not coming back.

81. Due to prior concerns that Campbell might leave Best Defense Law, Roebuck had already formed a similarly named entity called Best Defense Law, P.A.

82. The name of the new law firm was dictated by Boling, who did not want clients to learn of any change in ownership of the law firm.

83. Best Defense Law, P.A., became operational upon Campbell's departure.

84. Best Defense Law, P.A., was a separate entity from Allan Campbell's firm.

85. Without a discussion or agreement with Campbell, Roebuck took over all cases pending at Best Defense Law, except for Campbell's criminal matters.

86. Substitutions of counsel were not filed, and the clients were not noticed.

87. Respondent testified that he and Roebuck took over the cases after Campbell left.

88. Best Defense Law, P.A., simply continued on with the cases as if Campbell had not left, and no one outside of Best Defense Law was notified of his departure.

89. Respondent testified that he recalled that Kelley Bosecker, a soon-to-be disbarred attorney with whom Roebuck and respondent collaborated, alerted in early March 2018 that the appellate deadline for Jodell Altier's appeal was imminent.

90. Respondent advised Bosecker that, in his opinion, the appeal should not be filed.

91. On March 7, 2018, around the time of Campbell's departure from Best Defense Law, a Notice of Appeal was filed in Jodell Altier's case by an unknown person at Best Defense Law, using Campbell's e-filing credentials.

92. Campbell's electronic "/s/" signature was affixed to the pleading.

93. Respondent denied filing the Notice of Appeal in Campbell's name in the Altier bankruptcy appeal.

94. Respondent acknowledged that an assistant may have filed it because it was on the calendar and that sometimes pleadings would get filed without approval of an attorney when the deadline came due.

95. Respondent further testified that the paralegals would do the initial routine filings during intake without an attorney's approval or supervision.

96. Finally, respondent testified that he left a month or so after Campbell, giving his notice in April but not actually leaving until May 2018.

97. Although respondent was aware of the multiple allegations of professional misconduct in connection with the management and funding of Allegiant Law, Best Defense Law and/or Best Defense Law, P.A., respondent did not report the attorneys involved to The Florida Bar.

98. After respondent left Best Defense Law, respondent included Bosecker on conference calls with clients Bosecker referred to respondent after her suspension and subsequent disbarment.

99. Respondent acquiesced to client requests that Bosecker be involved in telephonic conference calls in order to obtain Bosecker's opinion as to respondent's legal strategy.

100. Respondent was aware that Bosecker was not permitted to engage in the practice of law due to her suspension and eventual disbarment.

101. Respondent clarified that Bosecker did not work for him and that he did not supervise her, testifying that she was simply referring the clients to him.

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

(a) 3-4.3 (1993) The standards of professional conduct to be observed by members of the bar are not limited to the observance of rules and avoidance of prohibited acts, and the enumeration herein of certain categories of misconduct as constituting grounds for discipline shall not be deemed to be all-inclusive nor shall the failure to specify any particular act of misconduct be construed as tolerance thereof. The commission by a lawyer of any act that is unlawful or contrary to honesty and justice, whether the act is committed in the course of the attorney's relations as an attorney or otherwise, whether committed within or outside the state of

Florida, and whether or not the act is a felony or misdemeanor, may constitute a cause for discipline.

(b) 3-4.3 (2018) 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.

(c) 4-1.6(a) A lawyer must not reveal information relating to representation of a client except as stated in subdivisions (b), (c), and (d), unless the client gives informed consent.

(d) 4-1.6(e) A lawyer must make reasonable efforts to prevent the inadvertent or unauthorized disclosure of, or unauthorized access to, information relating to the representation of a client.

(e) 4-1.7(a) Except as provided in subdivision (b), a lawyer must not represent a client if: (1) the representation of 1 client will be directly adverse to another client; or (2) there is a substantial risk that the representation of 1 or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer.

(f) 4-1.8(f) (2010) A lawyer shall not accept compensation for representing a client from one other than the client unless: (1) the client gives informed consent; (2) there is no interference with the lawyer's independence of professional judgment or with the client-lawyer relationship; and (3) information relating to representation of a client is protected as required by rule 4-1.6.

(g) 4-1.8(f) (2018) A lawyer is prohibited from accepting compensation for representing a client from one other than the client unless: (1) the client gives informed consent; (2) there is no interference with the lawyer's independence of professional judgment or with the client-lawyer relationship; and (3) information relating to representation of a client is protected as required by rule 4-1.6.

(h) 4-5.3(b) With respect to a nonlawyer employed or retained by or associated with a lawyer or an authorized business entity as

defined elsewhere in these Rules Regulating The Florida Bar: (1) a partner, and a lawyer who individually or together with other lawyers possesses comparable managerial authority in a law firm, must make reasonable efforts to ensure that the firm has in effect measures giving reasonable assurance that the person's conduct is compatible with the professional obligations of the lawyer; (2) a lawyer having direct supervisory authority over the nonlawyer must make reasonable efforts to ensure that the person's conduct is compatible with the professional obligations of the lawyer; and (3) a lawyer is responsible for conduct of such a person that would be a violation of the Rules of Professional Conduct if engaged in by a lawyer if the lawyer: (A) orders or, with the knowledge of the specific conduct, ratifies the conduct involved; or (B) is a partner or has comparable managerial authority in the law firm in which the person is employed, or has direct supervisory authority over the person, and knows of the conduct at a time when its consequences can be avoided or mitigated but fails to take reasonable remedial action.

(i) 4-5.3(c) Although paralegals or legal assistants may perform the duties delegated to them by the lawyer without the presence or active involvement of the lawyer, the lawyer must review and be responsible for the work product of the paralegals or legal assistants.

(j) 4-5.4(a) A lawyer or law firm shall not share legal fees with a nonlawyer, except that: (1) an agreement by a lawyer with the lawyer's firm, partner, or associate may provide for the payment of money, over a reasonable period of time after the lawyer's death, to the lawyer's estate or to 1 or more specified persons; (2) a lawyer who undertakes to complete unfinished legal business of a deceased lawyer may pay to the estate of the deceased lawyer that proportion of the total compensation that fairly represents the services rendered by the deceased lawyer; (3) a lawyer who purchases the practice of a deceased, disabled, or disappeared lawyer may, in accordance with the provisions of rule 4- 1.17, pay to the estate or other legally authorized representative of that lawyer the agreed upon purchase price; (4) bonuses may be paid to nonlawyer employees for work performed, and may be based on their extraordinary efforts on a particular case or over a specified time period. Bonus payments shall not be based on cases or clients brought to the lawyer or law firm by the actions of the nonlawyer. A lawyer shall not provide a bonus payment that is calculated as a percentage of legal fees received by the lawyer or law firm; and (5) a lawyer may share court-awarded fees with a nonprofit, pro bono legal services organization that employed, retained, or recommended employment of the lawyer in the matter.

(k) 4-5.4(e) A lawyer shall not practice with or in the form of a business entity authorized to practice law for a profit if: (1) a nonlawyer owns any interest therein, except that a fiduciary representative of the estate of a lawyer may hold the stock or interest of the lawyer for a reasonable time during administration; or (2) a nonlawyer is a corporate director or officer thereof or occupies the position of similar responsibility in any form of association other than a corporation; or (3) a nonlawyer has the right to direct or control the professional judgment of a lawyer.

(l) 4-5.7(c) A lawyer who is an owner, controlling party, employee, agent, or otherwise is affiliated with an entity providing nonlegal services to a recipient is subject to the Rules Regulating The Florida Bar with respect to the nonlegal services if the lawyer knows or reasonably should know that the recipient might believe that the recipient is receiving the protection of a client-lawyer relationship.

(m) 4-7.18(a) (2013) Except as provided in subdivision (b) of this rule, a lawyer may not: (1) solicit, or permit employees or agents of the lawyer to solicit on the lawyer's behalf, professional employment from a prospective client with whom the lawyer has no family or prior professional relationship, in person or otherwise, 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, telegraph, or facsimile, or by other communication directed to a specific recipient and includes any written form of communication, including any electronic mail communication, directed to a specific recipient and not meeting 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.

(n) 4-7.18(a) (2018) 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.

(o) 4-7.22 (2013) (a) A lawyer may not accept referrals from a lawyer referral service, and it is a violation of these Rules Regulating the Florida Bar to do so, unless the service: (1) engages in no communication with the public and in no direct contact with prospective clients in a manner that would violate the Rules of Professional Conduct if the communication or contact were made by the lawyer; (2) receives no fee or charge that constitutes a division or sharing of fees, unless the service is a not-for-profit service approved by The Florida Bar pursuant to chapter 8 of these rules; (3) refers clients only to persons lawfully permitted to practice law in Florida when the services to be rendered constitute the practice of law in Florida; (4) carries or requires each lawyer participating in the service to carry professional liability insurance in an amount not less than \$100,000 per claim or occurrence; (5) furnishes The Florida Bar, on a quarterly basis, with the names and Florida bar membership numbers of all lawyers participating in the service; (6) furnishes The Florida Bar, on a quarterly basis, with the names of all persons authorized to act on behalf of the service; (7) responds in writing, within 15 days, to any official inquiry by bar counsel when bar counsel is seeking information described in this subdivision or conducting an investigation into the conduct of the service or a lawyer who accepts referrals from the service; (8) neither represents nor

implies to the public that the service is endorsed or approved by The Florida Bar, unless the service is subject to chapter 8 of these rules; (9) uses its actual legal name or a registered fictitious name in all communications with the public; (10) affirmatively states in all advertisements that it is a lawyer referral service; and (11) affirmatively states in all advertisements that lawyers who accept referrals from it pay to participate in the lawyer referral service. **(b)** A lawyer who accepts referrals from a lawyer referral service is responsible for ensuring that any advertisements or written communications used by the service comply with the requirements of the Rules Regulating the Florida Bar, including the provisions of this subchapter. **(c)** A “lawyer referral service” is: (1) any person, group of persons, association, organization, or entity that receives a fee or charge for referring or causing the direct or indirect referral of a potential client to a lawyer drawn from a specific group or panel of lawyers; or (2) any group or pooled advertising program operated by any person, group of persons, association, organization, or entity wherein the legal services advertisements utilize a common telephone number or website and potential clients are then referred only to lawyers or law firms participating in the group or pooled advertising program. A pro bono referral program, in which the participating lawyers do not pay a fee or charge of

any kind to receive referrals or to belong to the referral panel, and are undertaking the referred matters without expectation of remuneration, is not a lawyer referral service within the definition of this rule.

(p) 4-8.3(a) A lawyer who knows that another lawyer has committed a violation of the Rules of Professional Conduct that raises a substantial question as to that lawyer's honesty, trustworthiness, or fitness as a lawyer in other respects must inform the appropriate professional authority.

(q) 4-8.4(a) 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.

(r) 4-8.6(b) No authorized business entity may engage in the practice of law in the state of Florida or render advice under or interpretations of Florida law except through officers, directors, partners, managers, agents, or employees who are qualified to render legal services in this state.

(s) 4-8.6(c) No person may serve as a partner, manager, director or executive officer of an authorized business entity that is engaged in the practice of law in Florida unless such person is legally qualified to render legal services in this state. For purposes of this rule the

term “executive officer” includes the president, vice-president, or any other officer who performs a policy-making function.

(t) 4-8.6(d) A lawyer who, while acting as a shareholder, member, officer, director, partner, proprietor, manager, agent, or employee of an authorized business entity and engaged in the practice of law in Florida, violates or sanctions the violation of the authorized business entity statutes or the Rules Regulating The Florida Bar will be subject to disciplinary action.

COUNT II

THE FLORIDA BAR FILE NO. 2021-30,262 (5B)

103. On September 22, 2020, in Morrone v. Wells Fargo Bank, N.A., Case Number 5D19-3203, the Fifth District Court of Appeal ordered respondent to show cause within ten days of its order why sanctions should not be imposed against him and Appellants for pursuing a meritless, frivolous appeal.

104. Respondent failed to make the required written response.

105. On October 8, 2020, the Fifth District Court of Appeal ordered respondent to show cause in writing within ten days of its order why he should not be sanctioned for failing to respond to the court’s previous Order to Show Cause of September 22, 2020.

106. On October 19, 2020, respondent filed responses to both of the court's previous orders to show cause, explaining that he did not see the order to show cause dated September 22, 2020.

107. On October 21, 2020, the Fifth District Court of Appeal issued an order stating that respondent's response indicated a fundamental lack of understanding of the appellate process.

108. The court noted in its order that attorneys were responsible for routinely and repeatedly viewing the content of their in-boxes in order to remain aware of the progress of the cases with which they were involved.

109. The court found that respondent's responses to its orders to show cause were insufficient.

110. Finally, the court ordered respondent to choose, within ten days of the court's order, between two options: 1) receiving an official sanction, including a payment of \$100.00, or 2) avoiding the official sanction by completing eight hours of continuing legal education involving the appellate process.

111. Respondent failed to respond to the court's order despite language in the order directing that respondent timely respond or receive additional sanctions.

112. On November 10, 2020, the court sanctioned respondent by ordering him to pay \$100.00 to the Clerk of the Fifth District Court of Appeal and to complete eight hours of continuing legal education within 180 days.

113. Respondent complied with the court's final order and apologized to the court.

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

A. Oath of Admission to The Florida Bar. "I do solemnly swear: I will support the Constitution of the United States and the Constitution of the State of Florida; I will maintain the respect due to courts of justice and judicial officers; I will not counsel or maintain any suit or proceedings which shall appear to me to be unjust, nor any defense except such as I believe to be honestly debatable under the law of the land; I will employ for the purpose of maintaining the causes confided to me such means only as are consistent with truth and honor, and will never seek to mislead the judge or jury by any artifice or false statement of fact or law; I will maintain the confidence and preserve inviolate the secrets of my clients, and will accept no compensation in connection with their business except from them or with their knowledge and approval; To opposing parties and their counsel, I pledge fairness, integrity, and civility, not only in

court, but also in all written and oral communications; I will abstain from all offensive personality and advance no fact prejudicial to the honor or reputation of a party or witness, unless required by the justice of the cause with which I am charged; I will never reject, from any consideration personal to myself, the cause of the defenseless or oppressed, or delay anyone's cause for lucre or malice. So help me God.”

B. 4-3.1 A lawyer shall not bring or defend a proceeding, or assert or controvert an issue therein, unless there is a basis in law and fact for doing so that is not frivolous, which includes a good faith argument for an extension, modification, or reversal of existing law. A lawyer for the defendant in a criminal proceeding, or the respondent in a proceeding that could result in incarceration, may nevertheless so defend the proceeding as to require that every element of the case be established.

C. 4-8.4(d) A lawyer shall not engage in conduct in connection with the practice of law that is prejudicial to the administration of justice.

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

Respectfully submitted,



LAURA N. GRYB
Bar Counsel
The Florida Bar
1000 Legion Place, Suite 1625
Orlando, Florida 32801-1050
(407) 425-5424
Florida Bar No. 89047
lgryb@floridabar.org
orlandooffice@floridabar.org
dsullivan@floridabar.org



PATRICIA ANN TORO SAVITZ
Staff Counsel
The Florida Bar
651 E. Jefferson Street
Tallahassee, Florida 32399
(850) 561-5839
Florida Bar No. 559547
psavitz@floridabar.org

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, using the e-filing portal, and that a copy has been furnished by United States Mail via certified mail No. 7017 3380 0000 1082 8062, return receipt requested to John Andrew Braithwaite, Counsel for Respondent, whose record bar address is 390 North Orange Avenue, Suite 2300, Orlando, Florida 32801-1684 with a copy provided via email at andy.braithwaitelaw@gmail.com; and to Laura N. Gryb, Bar Counsel, The Florida Bar, via email at

lgryb@floridabar.org, orlandooffice@floridabar.org, on this 6th day of December 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 Laura N. Gryb, Bar Counsel, whose address, telephone number and primary email address are The Florida Bar, 1000 Legion Place, Suite 1625, Orlando, Florida 32801-1050, (407) 425-5424 and lgryb@floridabar.org, 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.

MANDATORY ANSWER NOTICE

RULE 3-7.6(h)(2), RULES REGULATING THE FLORIDA BAR,
PROVIDES THAT A RESPONDENT SHALL ANSWER A COMPLAINT.