IN THE SUPREME COURT OF FLORIDA

THE FLORIDA BAR,

Complainant,

v.

DAVID ANDREW TAYLOR III,

Respondent.

_____/

Supreme Court Case
No. SC-

The Florida Bar File Nos.
2019-00,462(4A); 2020-00,090(4A);
2020-00,186(4A); 2020-00,272(4A);
2020-00,291(4A); 2020-00,322(4A);
2020-00,339(4A); 2021-00,158(4A).

COMPLAINT

The Florida Bar, complainant, files this Complaint against David Andrew Taylor III, 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 October 13, 1997 and is subject to the jurisdiction of the Supreme Court of Florida.

2. Respondent resided and practiced law in Duval County, Florida, at all times material.

3. The Fourth 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.

COUNT I – TFB # 2019-00,462(4A) - REGINALD JOHNSON

4. On July 8, 2016, Reginald Johnson ("Mr. Johnson"), an inmate at Madison CI, wrote respondent to inquire about his representation regarding adopting three (3) motions pending in the Duval County Circuit Court.

5. In August 2017, Mr. Johnson hired respondent. A fee agreement, for $2,400.00 to review Mr. Johnson's file was signed by Willie Hall, Mr. Johnson's brother, and it was agreed that "options" would be discussed at a later date. The agreement was signed by Mr. Hall, but not by respondent or Mr. Johnson.

6. On August 24, 2017, respondent wrote to Mr. Johnson, informing him of the representation, stating, in part, that "your brother, Willie Hall, came by [sic] office … and retained my firm to conduct a complete case review of the above cases and to try to develop post-conviction options for you. I will be scheduling an in-person meeting with you at the prison to discuss your cases and what options are available to you. Once this is set, I will advise."

7. Although respondent claims Mr. Johnson had no pending motions, in a letter dated November 2, 2017, respondent acknowledged

returning the original copy of Mr. Johnson's brief with hand-written notes he made.

8. After respondent completed the case review, a second fee agreement was executed on January 16, 2018 by Mr. Johnson and Mr. Hall, but, not by respondent.

9. According to Mr. Johnson, respondent was hired to: (1) "negotiate an agreeable disposition" of his pending cases; and (2) "enter an appearance with the court so as to prevent a decision on the cases until such negotiation with the state could be had."

10. Mr. Johnson claims that respondent did neither of these things and was paid a total of $7,200.00.

11. Mr. Johnson also alleged that respondent wanted to attempt to get a witness to change, and perjure, her testimony as a basis for a claim of newly discovered evidence.

12. Respondent then handed the case off to an associate, Michael Zeigerman ("Mr. Zeigerman"), who met with Mr. Johnson on February 14, 2018, and told Mr. Johnson that they should pursue a "Motion to Withdraw Plea."

13. Mr. Johnson did not, nor did he subsequently agree, to hire respondent for a Motion to Withdraw his Plea.

14. Mr. Johnson said he received a rough draft of the Motion to Withdraw Plea, but it was never filed.

15. Further, Mr. Johnson claimed that respondent charged him $182.00 for his transcripts, even though he had provided them to respondent previously.

16. On June 25, 2018, respondent wrote Mr. Johnson that he finally received the transcripts and that they did not support his planned Motion to Withdraw Plea.

17. On September 26, 2018, Mr. Johnson wrote respondent stating that he had hired him to negotiate his motions and to please do what he was retained to do.

18. Respondent responded on October 10, 2018, that he was hired for the motion to withdraw pleas and was sorry that grounds for the motion did not exist. Respondent stated: “If you wish for our firm to "change course" we can certainly consider doing so but we would need to know more about these motions you are referring to and subsequently quoted a revised fee to explore/proceed on such and we would need a revised retainer specifically clarifying if our role is to take up your motion and attempt to proceed with them to a hearing if possible, or simply attempt to negotiate behind the scenes.”

19. On November 19, 2018, Mr. Johnson wrote respondent a detailed letter, stating in part:

> Perhaps what troubles me most (second of course to your suggestion that I aid and abet perjury) is that you now somehow blame me, based upon "transcripts" which you've had for a year but only recently "reviewed", as the reason that your motion to withdraw plea has “no sufficient grounds" as you (finally) admit in your last letter.
>
> As for the transcripts themselves, they needn't have delayed any "review". They consisted merely of a brief plea and sentencing which I read in less than 30 minutes and made available to you in August 2017. Even "Raquel" from your office stated as much in her memo to you dated 6/20/18. She acknowledged receipt of same from me and that what little was missing she easily obtained from the clerk online. Thus, I still do not understand the need for you to have wasted time in your letter back in March to the clerk getting transcripts you already had or had free and easy access to.
>
> I will ask again, as I have since August of last year, that you do what we've agreed upon and you've stated you'd happily do in view of your - and your wife's - "contracts" with the court and the state (one of the reasons I hired you): make a call, have a meeting and negotiate an offer based upon what I've already filed and have pending, before it's too late and caused further grief.

20. On December 4, 2018, respondent responded “[t]his will be my final communication with you and effort in your requests including reading any more letters from you.”

21. By reason of the foregoing, respondent has violated the following Rules Regulating The Florida Bar: 4-1.2(a) Lawyer to Abide by

Client's Decisions; 4-1.4 Communication: (a) Informing Client of Status of Representation and (b) Duty to Explain Matters to Client; and 4-3.1 Meritorious Claims and Contentions.

COUNT II – TFB # 2020-00,090(4A) - CARLOS ANTONIO RIVERA

22. Carlos Antonio Rivera (Mr. Rivera") hired respondent and his firm to represent him to have his daughter evicted from his house.

23. A short time later, however, it was discovered that the tenant's, Mr. Rivera's daughter's, name was on the deed.

24. On July 30, 2018, the eviction case was dismissed with prejudice.

25. Earlier, on May 14, 2018, Mr. Rivera was arrested on two (2) counts of aggravated battery and one count of arson. It was alleged that Mr. Rivera attempted to "burn down" the same house in which he attempted to evict his daughter.

26. Respondent's firm represented Mr. Rivera in his criminal defense case. A Fee Agreement was executed on May 16, 2018 for $7,800.00 and a second Fee Agreement was executed on May 21, 2018 for $8,500.00.

27. Initially, Ms. Brittany Herndon, an associate of respondent, represented Mr. Rivera, but she withdrew from the case on February 26, 2019.

28. Mr. Rivera alleged that respondent's firm told him they couldn't remove his daughter from the deed and that he would have to sell the house and split the money with her.

29. Mr. Rivera also alleged that a representative of respondent's firm told him the house was condemned and would be torn down, so he had to sell it or lose it.

30. Mr. Rivera was incarcerated pending the resolution of his criminal cases and was unaware of the situation with his house, stating, "I don't know of any contractor clean-up lien, property taxes or house to be condemned, I've been locked up for over a year with no contact except by lawyer."

31. On June 13, 2019, respondent had Mr. Rivera sign an Affidavit and Acknowledgment of Facts, agreeing to sell the house to him.

32. That same day, Mr. Rivera deeded his house to respondent for $10,000.00.

33. Respondent took possession of Mr. Rivera's residence.

34. The next day, June 14, 2019, respondent entered a Notice of Appearance in Mr. Rivera's amended criminal case(s).

35. On July 8, 2019, respondent filed a Motion to Withdraw.

36. Mr. Rivera believes respondent gave him false hope in his criminal cases with the intention of obtaining his residence.

37. The house had significant damage, however, after repairs, on September 16, 2019, respondent sold the house for $125,000.00 and, realized a substantial profit.

38. By reason of the foregoing, respondent has violated the following Rules Regulating The Florida Bar: 4-1.2(a) Lawyer to Abide by Client's Decisions; 4-1.3 Diligence; 4-1.4 Communication: (a) Informing Client of Status of Representation and (b) Duty to Explain Matters to Client; 4-3.2 Expediting Litigation; 4-1.5 Fees and Costs for Legal Services; 4-1.7 Conflict of Interest: Current Clients; 4-1.8 Conflict of Interest; Prohibited and Other Transactions; 4-8.4(a) A lawyer shall not violate or attempt to violate the Rules of Professional Conduct; 4-8.4(b) A lawyer shall not commit a criminal act that reflects adversely on the lawyer's honesty, trustworthiness, or fitness as a lawyer in other respects; 4-8.4(c) A lawyer shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation; 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; and 4-5.1 Law firms and Associations; Responsibilities of Partners, Managers, and Supervisory Lawyers.

COUNT III – TFB #2020-00,186(4A) - SHAWN MORROW

39. Shawn Morrow ("Mr. Morrow") was arrested on January 1, 2019, on two counts of felony aggravated assault, one count of criminal mischief, and one count of resisting an officer without violence. The Office of the Public Defender was appointed to represent Mr. Morrow on January 2, 2019.

40. Mr. Morrow suffers from a myriad of mental health conditions.

41. Prior to his arraignment, Mr. Morrow received solicitation letters from respondent, encouraging him to hire respondent to handle his criminal charges.

42. Mr. Morrow contacted respondent and was quoted a fee of $10,000.00 to handle his criminal case(s).

43. Mr. Morrow informed respondent's office that he intended to pay the fee out of a trust fund set up for his benefit that held over $40,000.00.

44. Respondent asked about other resources, and Mr. Morrow advised respondent that he owned a house that had a value of over $100,000.00.

45. Since Mr. Morrow did not have immediate access to his trust fund, respondent advised him that he would take a deed to his house as collateral in the event that money from the trust was not available to pay the fee.

46. On January 11, 2019, Mr. Morrow was given a document by Raquel Rhodes, a nonlawyer working for respondent, and advised by her to sign.

47. Raquel Rhodes explained the documents to Mr. Morrow and then notarized her own signature as well as Mr. Morrow's signature.

48. Mr. Morrow believed the document that he signed was an agreement to put a lien on his home to secure legal fees.

49. The document was actually a General Warranty Deed conveying the residence to respondent.

50. Respondent took immediate possession of Mr. Morrow's residence and recorded the deed in spite of the plain language of the retainer agreement, that Mr. Morrow had ten days to secure the funds to pay respondent's fees.

51. On January 11, 2019, respondent filed a notice of appearance on Mr. Morrow's behalf.

52. On January 15, 2019, respondent filed a "Motion to Adjudge the Defendant Indigent for Costs and for Authorization to Incur Cost of Investigation and Discovery Depositions."

53. In support of that motion, respondent attached a copy of the order appointing the Public Defender's Office to represent Mr. Morrow, and a statement, dated January 11, 2019, indicating that Mr. Morrow had not paid respondent anything and was in the process of deeding his property over to respondent.

54. Respondent was on notice that Mr. Morrow had a trust account containing more than $40,000.00 and a residence valued at more than $120,000.00.

55. The statement respondent prepared for Mr. Morrow to sign indicated that "[N]o other compensation, things of value or funds have been paid or are anticipated to be paid in the future to the attorney in this case from any other person source." [sic].

56. During the process of engaging respondent, Mr. Morrow provided respondent's office with the contact information for the

organization handling his trust in order to have the fee of $10,000.00 paid out of the trust.

57. Respondent made no effort to secure the payment of his fees from any source other than the “taking” of Mr. Morrow’s residence.

58. On January 23, 2019, Mr. Morrow received a letter from respondent, in which he was advised that he had forfeited all rights to his home by failure to pay the attorney fee of $10,000.00 by January 21, 2019.

59. On January 30, 2019, Mr. Morrow sent a letter to the court requesting that he be allowed to proceed *pro se* due to his belief that respondent was trying to “steal his home.”

60. On January 31, 2019, the State Attorney's Office filed formal charges against Mr. Morrow, and he was arraigned on February 6, 2019. On that day, the Office of the Public Defender was permitted to withdraw as counsel due to the appearance of respondent.

61. Respondent entered a plea of not guilty to the charges, and the case was passed for a pretrial hearing to February 26, 2019.

62. On February 5, 2019, respondent conveyed Mr. Morrow’s home to an individual by the name of Doug Neill via General Warranty Deed.

63. The sale amount listed on the deed of transfer was $29,800.00.

64. On February 12, 2019, Mr. Morrow received a letter from respondent acknowledging that he had contacted a Ms. Buchannan at North Florida Guardian and confirmed that Mr. Morrow had approximately $70,000.00 being held in trust.

65. Mr. Morrow was shocked that respondent had already conveyed his home to Doug Neill.

66. On February 26, 2019, respondent filed a motion to withdraw as counsel, stating only that Mr. Morrow no longer wanted him as his attorney.

67. On February 26, 2019, the court granted respondent's request to withdraw and re-appointed the Office of the Public Defender.

68. The fee kept by respondent to represent Mr. Morrow exceeded the fee agreement by at least $19,800.00.

69. Constance Buchanan is a guardian at North Florida Guardian out of Lake City. The Florida Bar contacted Mrs. Buchanan and she stated repeatedly, "There is no way that Mr. Morrow competently signed over his house to respondent." She was his *de facto* guardian after Mr. Morrow's mother died and left him the residence. She was never his legal guardian, but he did not know that.

70. Mr. Morrow has since been involuntarily committed to a mental facility.

71. Respondent represented Mr. Morrow for less than seven weeks, and his withdrawal occurred at the first pretrial on the case.

72. By reason of the foregoing, respondent has violated the following Rules Regulating The Florida Bar: 4-1.2(a) Lawyer to Abide by Client's Decisions; 4-1.3 Diligence; 4-1.4 Communication: (a) Informing Client of Status of Representation and (b) Duty to Explain Matters to Client; 4-1.5 Fees and Costs for Legal Services: (a) Illegal, Prohibited, or Clearly Excessive Fees and Costs; 4-1.5(d) Contracts or agreements for attorney's fees between attorney and client will ordinarily be enforceable according to the terms of such contracts or agreements, unless found to be illegal, obtained through advertising or solicitation not in compliance with the Rules Regulating The Florida Bar, prohibited by this rule, or clearly excessive as defined by this rule; 4-1.5(e) When the lawyer has not regularly represented the client, the basis or rate of the fee and costs shall be communicated to the client, preferably in writing, before or within a reasonable time after commencing the representation; 4-1.7 Conflict of Interest: Current Clients; 4-1.8 Conflict of Interest: Prohibited and Other Transactions; 4-1.14 Client Under a Disability; 4-2.1 Counselor/Adviser: In representing a client, a lawyer shall exercise independent professional judgment and render candid advice. In rendering advice, a lawyer may

refer not only to law but to other considerations such as moral, economic, social, and political factors that may be relevant to the client's situation; 4-5.1 Law Firms and Associations: Responsibilities of Partners, Managers, and Supervisory Lawyers; 4-5.3 Responsibilities Regarding Nonlawyer Assistants; 4-8.4(a) A lawyer shall not violate or attempt to violate the Rules of Professional Conduct; 4-8.4(b) A lawyer shall not commit a criminal act that reflects adversely on the lawyer's honesty, trustworthiness, or fitness as a lawyer in other respects; 4-8.4(c) A lawyer shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation; and 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.

COUNT IV – TF B #2020-00,272(4A) - THE FLORIDA BAR

73. Cristopher White (“Mr. White”) was counsel for Zachary Thornton (“Mr. Thornton”) and was a former associate with respondent’s firm.

74. On August 23, 2019, Mr. White filed Plaintiff's Memorandum in Opposition to Defendants [sic] Motion to Dismiss.

75. In this pleading, Mr. White accused a circuit judge of bias, of violating the Code of Judicial Conduct and openly questions the judge's integrity.

76. As background, Mr. Thornton's lawsuit concerned an alleged automobile accident that occurred on May 13, 2015, in Clay County, Florida.

77. Mr. Thornton, through counsel, filed an Amended Complaint on April 18, 2019. The Amended Complaint alleged that an unidentified driver caused Mr. Thornton's vehicle to go off the road. In response, Defendant (Progressive) filed a motion to dismiss.

78. In the motion, Progressive alleged that Mr. Thornton had previously filed a lawsuit concerning the same accident in Columbia County. In that lawsuit, Mr. Thornton alleged that a vehicle owned and operated by Anderson Columbia Co., Inc., caused the vehicle crash.

79. Mr. Thornton's Columbia County claim was dismissed for fraud on the court.

80. Attached to Progressive's motion to dismiss was a copy of Judge Wesley Douglas' Order Granting Defendant, Anderson Columbia Co. Inc.'s, Motion to Dismiss with Prejudice for Fraud on the Court. The order was entered on July 2, 2018.

81. In the order, Judge Douglas detailed various false statements he believed had been made by Mr. Thornton and two of his witnesses. Judge Douglas concluded his order by dismissing the case with prejudice

"based upon the repetitive and intentional fraud and misrepresentations set forth above."

82. Mr. White did not represent Mr. Thornton in the Columbia County case; however, respondent’s law firm did.

83. In response to Progressive's motion, Mr. White filed the aforementioned memorandum in opposition.

84. In the memorandum, Mr. White argued that Judge Douglas' order is not binding because the order is "suspect in and of itself because of judicial bias, evidence of which, was only post hearing found to exist."

85. The sole basis for Mr. White's argument is that Anderson Columbia, the defendant in the prior case, apparently made a campaign contribution to Judge Douglas during an election.

86. Mr. White accused Judge Douglas of violating Canon 2B of the Code of Judicial Conduct and allowing a "family, social, political or other relationship to influence the judge's judicial conduct or judgment."

87. Mr. White concluded that Judge Douglas' "ruling is not binding on this Court and most certainly should not be given credence because facts surrounding the proceedings call into question that Court [sic] integrity and impartiality to preside over the matter."

88. Mr. White told bar counsel that it was his first day on the job, the pleading was written by respondent, and that Mr. White just signed it.

89. This is consistent with statements made by other employees at respondent's firm.

90. Respondent micromanages his associates, they must carry out his instructions.

91. By reason of the foregoing, respondent has violated the following Rules Regulating The Florida Bar: 4-8.2(a) Impugning Qualifications and Integrity of Judges or Other Officers; and 4-5.1 Law firms and Associations; Responsibilities of Partners, Managers, and Supervisory Lawyers: (a) Duties Concerning Adherence to Rules of Professional Conduct; (b) Supervisory Lawyer's Duties. Any lawyer having direct supervisory authority over another lawyer shall make reasonable efforts to ensure that the other lawyer conforms to the Rules of Professional Conduct; and (c) Responsibility for Rules Violations. A lawyer shall be responsible for another lawyer's violation of the Rules of Professional Conduct if: (1) the lawyer orders the specific conduct or, with knowledge thereof, ratifies the conduct involved; or (2) the lawyer is a partner or has comparable managerial authority in the law firm in which the other lawyer practices or has direct supervisory authority over the other lawyer, and

knows of the conduct at a time when its consequences can be avoided or mitigated but fails to take reasonable remedial action.

COUNT V – TFB # 2020-00,291(4A) - SCOTT LELAND

92. While in Putman County jail, Scott Leland found a flyer from respondent's firm offering legal help.

93. The flyer is consistent with the flyers located in respondent's office as late as December, 2020.

94. Mr. Leland had a misdemeanor charge in Putnam County and a felony charge in Osceola County.

95. On or about August 11, 2017, Mr. Leland called respondent's office and explained that he had funds available from a personal injury settlement check at attorney Scott Liotta's office, and needed help posting bail.

96. On that call Mr. Leland spoke with Raquel Rhodes, respondent's office manager/paralegal, who quoted him a fee of $2,800.00 and told him his bail would be paid.

97. Once respondent confirmed that Mr. Leland's settlement funds were available, respondent spoke to him via phone and quoted him a fee of $5,800.00 with a separate bond fee of $5,000.00.

98. On August 16, 2017, Michael Zeigerman, an associate with respondent's firm, visited Mr. Leland in jail and brought a release of information for Mr. Leland to sign to release funds held in Mr. Liotta's trust account.

99. On August 21, 2017, respondent received a check from Mr. Leland's personal injury attorney for $13,300.00. The cover letter stated: "This represents the $6,800.00 Mr. Leland has agreed to pay your firm in your representing him for a criminal matter and $6,500.00 to be put toward his bail to secure his release from jail."

100. On August 24, 2017, Mr. Leland signed an Amended Retainer Agreement agreeing to $6,800.00 in attorney's fees for both Putnam County Case No. 54-2017-MM-1464 (Resisting Officer w/o Violence) and Osceola County Case No. 49-2017-CF-2569 (Burglary and Grand Theft); to pay $700.00 to A 1 City Best Bail Bond as a cash bond; and that the remaining $5,800.00 would remain in respondent's trust account to guarantee the bond.

101. The Agreement further states that: "At the resolution of Client's cases, if the client's bond is not revoked, the remaining balance will be forwarded to Client."

102. On August 24, 2017, Raquel Rhodes drove to Putnam County jail picked Mr. Leland up and took him to his home in Kissimmee, Florida.

103. Respondent charged Mr. Leland $640.00 for this trip.

104. Nothing in respondent's retainer agreement provided for such a non-legal service to be provided.

105. On August 25, 2017, respondent entered a Notice of Appearance on behalf of Mr. Leland in the Putnam County case and on August 29, 2017 in the Osceola County case.

106. On September 21, 2017, respondent entered a Waiver of Appearance, Waiver of Arraignment and Written Plea of Not Guilty in the Osceola County case.

107. On October 25, 2017, the court in Putman County entered an Order Withholding Adjudication of Guilt and Placing Defendant on Probation. The order stated that respondent appeared on behalf of Mr. Leland.

108. Earlier, on September 19, 2017, Mr. Leland was re-arrested on two new felony charges and one misdemeanor charge in Osceola County.

109. On September 21, 2017, Mr. Leland signed a 2nd Amended Retainer Agreement agreeing to a $5,000.00 non-refundable fee to

represent him in Osceola County Case No(s). 2017-MM-2789, 2017-CF-3158 and 2017-CF-321.

110. On September 25, 2017, respondent entered a Notice of Appearance in all three cases.

111. Mr. Leland pleaded guilty to the misdemeanor charge and was sentenced to 6 months' probation.

112. On November 14, 2017, Robert Pellitier, of respondent's office, entered a Notice of Appearance in the remaining felony cases.

113. On December 4, 2017, a Motion for Continuance was granted, scheduling the felony charges for trial on February 12, 2018.

114. On January 8, 2018, Mr. Pellitier filed a Motion to Withdraw, which was granted on February 8, 2018, but ordered Mr. Pellitier to provide a copy of the notice sent to Mr. Leland.

115. No notice was provided to Mr. Leland.

116. When Mr. Leland failed to appear at the February 12, 2018 hearing, a warrant was issued for his arrest and his bail was revoked and forfeited.

117. In March 2019, Mr. Leland, through another attorney, pleaded to all felony charges and is currently serving a concurrent three-year sentence.

118. By reason of the foregoing, respondent has violated the following Rules Regulating The Florida Bar: 4-1.3 Diligence; 5-1.1(b) Application of Trust Funds or Property to Specific Purpose.

COUNT VI – TFB # 2020-00,322(4A) - RONALD LANE

119. Ronald Lane ("Mr. Lane") and his fiancée, Lisa Rodriguez ("Ms. Rodriguez"), previously paid respondent $2,500.00 for a post-conviction case review of Mr. Lane's criminal case. They signed a written fee agreement.

120. After a visit from respondent, Mr. Lane hired him to file a motion for new trial based on newly discovered evidence.

121. In or about July 2019, an amended fee agreement was signed for $7,400.00.

122. The amended agreement clearly states that Mr. Lane and Ms. Rodriguez previously paid $2,500.00 for "a case review of Marion County case no. 42-1999-CF-001124", Mr. Lane's pending criminal case.

123. The amended agreement goes on to state: "This amended retainer is now being entered into, post review, for firm to perform the following: further investigate a Motion for New Trial Based on Newly Discovered Evidence which will include, but not necessarily be limited to; reaching out to witnesses/co-defendants Watkins and McNeil as well as the

juror on the case and attempt to obtain jail visitation logs regarding same said juror. …"

124. Between June 2019 and November 2019, Ms. Rodriguez paid $6,900.00 to respondent.

125. On or about the end of November 2019, Ms. Rodriguez fell ill, and had to be hospitalized for 3 to 5 days.

126. At this time, the amount due respondent was $500.00.

127. Attorney Britney Sanford-Soles, from respondent's office, called and set up a telephone conference with Mr. Lane on December 3, 2019, assuring Mr. Lane that respondent would be upset but she would handle it.

128. Respondent agreed to accept payment on December 13, 2019, but when Ms. Rodriguez tried to pay, respondent's office rejected the payment, telling Ms. Rodriguez she would have to meet with respondent before any further payment would be accepted.

129. On December 14, 2019, respondent called Ms. Rodriguez and closed the case.

130. On December 16, 2019, respondent wrote to Ms. Rodriguez stating:

> You have failed to adhere to the retainer agreement we entered into and we have accordingly suspended our efforts on this matter as of 10:00 A.M. today. I am sorry for

> having come to this business decision. We have closed our file out.
>
> If you so desire to rehire us, you will need to make an appointment with me and a new retainer agreement will need to be reached and reduced to writing. In other words, simply now paying the past due balance will not obligate us to continue our efforts and in fact we would not accept such a payment. I called you Saturday, December 14, 2019 and discussed the same with you.

131. Mr. Lane believes respondent's law firm did nothing for the $6,900.00 that was paid.

132. Respondent refutes Mr. Lane's assertions, claiming that 116.6 hours were expended at $350.00 per hour.

133. However, respondent's "breakdown" includes entries of duties performed by his office staff, paralegal and associate attorney, all charged at his rate of $350.00.

134. In addition, approximately 70 hours are charged for review of Mr. Lane's case file, a task that was specifically covered by the $2,500.00 fee in the original agreement and reiterated in the amended agreement.

135. In July 2020, respondent presented Mr. Lane and Ms. Rodriguez with a second amended retainer that included the following statement: " It was agreed by all parties that this agreement would resolve any complaint/issues raised in the aforementioned bar complaint and

accordingly Mr. Lane would notify the Bar in writing of his intention to withdraw said complaint."

136. Mr. Lane and Ms. Rodriguez never signed that agreement.

137. Respondent never filed anything for Mr. Lane, including a Notice of Appearance.

138. There has been no progress in Mr. Lane's case since 2005.

139. By reason of the foregoing, respondent has violated the following Rules Regulating The Florida Bar: 4-1.3 Diligence; 4-1.5 Fees and Costs for Legal Services; 4-5.1 Law Firms and Associations; Responsibilities of Partners, Managers, and Supervisory Lawyers; 4-1.8(i) Acquiring Proprietary Interest in Cause of Action; 4-8.4(a) A lawyer shall not violate or attempt to violate the Rules of Professional Conduct; and 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.

COUNT VII - TFB # 2020-00,339(4A) - KAREN SWAIN

140. Karen Swain ("Ms. Swain") called respondent's office to inquire about retaining his firm for her brother, Ja'wan Williams'("Williams"), criminal defense.

141. Williams initially met attorney Robert L. Pelletier ("Pelletier"), an associate of respondent, in the Duval County jail.

142. On August 15, 2018, Williams received a letter from Pelletier, detailing fees of $5,600.00 for both his Clay and Duval cases.

143. On September 17, 2018, Williams received another letter from Pelletier, stating that the fee would be $3,300.00 for the Duval case alone, and $5,600.00 for the Clay and Duval cases, combined.

144. On September 19, 2018, Ms. Swain signed a fee agreement for a total attorney fee of $6,800.00 for the Duval case only.

145. Ms. Swain paid $5,600.00 via credit card, with five $250.00 monthly payments remaining.

146. There have been, and continue to be, communication issues between Ms. Swain and Pelletier and respondent, as well as Williams and Pelletier and respondent.

147. There were additional issues regarding the Clay County case involving Williams. Ms. Swain claims they never got any additional information about the Clay County case, and Pelletier did not obtain the police reports for the warrants issued in Williams' name.

148. In June 2019, Williams was sentenced to three years in prison for the Duval County case and was supposed to be extradited to Clay County. Instead, he was sent to the Department of Corrections.

149. The week of June 10, 2019, when Ms. Swain met with Pelletier, he asked for another $4,000.00 to represent Williams in the Clay County cases. Ms. Swain objected and referred Pelletier to the retainer agreement.

150. Swain was then told she would have to speak to respondent.

151. On June 18, 2019, respondent called Ms. Swain and told her he would finish the case for $2,500.00.

152. When Ms. Swain became upset at respondent charging her additional money, he allegedly told her, “I can do it for what you paid me for, I will put the worse attorney I have on this case and see that he goes to jail for a long time,” and hung up.

153. In his response to the bar, respondent claimed he had no knowledge of Ms. Swain or Williams and did not speak to Ms. Swain until February 5, 2020, when he informed her of his investigation and that he had “carefully drafted a specialized motion that I believe would either force Clay County to transport the Defendant back from prison to handle the case promptly or risk allowing speedy trial and/or the statute of limitations to run.”

154. Additionally, in his response to the bar, respondent stated that he was skeptical whether Mr. Williams had an active arrest warrant in Clay

County so he, “Called my close friend who is a detective with the Jacksonville Sheriffs Office whose name I will not provide.” Respondent went on to state that, “I provided said detective the Defendant's full legal name, date of birth, race and sex and was able to confirm a warrant existed out of Clay County for burglary.”

155. Unauthorized access and dissemination of confidential information contained in The Criminal Justice Information Services (CJIS) database is punishable as a criminal act.

156. Florida Statutes 839.26 sets forth punishment up to a 1st degree misdemeanor for financially benefitting from information derived in an official capacity. Florida Statutes 815 sets forth punishment up to a 1st degree felony for ‘willfully, knowingly and without authorization' taking or disclosing data, or unlawfully accessing computer systems or networks.

157. Respondent also claimed that between February and June 2020, his office was in contact with the Clay County prosecutor’s office checking the status of Williams’ case.

158. On November 3, 2020, respondent wrote to Mr. Williams, copying Ms. Swain, enclosing a Motion to Return Prisoner to Clay County, Florida, which he claimed the prosecutor was going to file.

159. No motion was filed, by the prosecutor, or respondent.

160. The day before, on November 2, 2020, respondent sent a text message to Ms. Swain stating that the judge “wouldn’t enter the order to bring your brother back … we today filed a demand for speedy trial and sited how the statute of limitations is about to run and thus have done everything I professionally know how to do to get his clay co case resolved … will advise.”

161. On November 20, 2020, Kyan Ware, an associate of respondent, entered a Notice of Appearance in Williams’ Clay County case.

162. On December 2, 2020, Mr. Ware filed a Plea of Not Guilty and a Motion for Speedy Trial.

163. There has been no activity in the case since the December 2, 2020 filing.

164. By reason of the foregoing, respondent has violated the following Rules Regulating The Florida Bar: 4-1.2(a) Lawyer to Abide by Client's Decisions; 4-8.4(a) A lawyer shall not violate or attempt to violate the Rules of Professional Conduct; 4-8.4(b) A lawyer shall not commit a criminal act that reflects adversely on the lawyer's honesty, trustworthiness, or fitness as a lawyer in other respects; 4-8.4(c) A lawyer shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation; 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; the Creed of Professionalism, and the Professional Expectations, 1.1, 1.5, 1.7, 5.1 and 5.2.

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165. Robert Pelletier, an of-counsel attorney with respondent, advertised as “Pitbull Lawyer at Taylor Law”, using the logo of a pit bull with a spiked collar, on multiple platforms, including an online blog/website, and a boat.

166. Mr. Pelletier also used the name “Pitbull” on his business cards and the door of respondent’s office.

167. The Supreme Court has previously stated that the use of an image of a pit bull and the phrase “Pit Bull” in the firm’s advertisement does not assist the public in ensuring that an informed decision is made prior to the selection of the attorney. “… These devices, which invoke the breed of dog known as the pit bull, demean all lawyers and thereby, harm both the legal profession and the public’s trust and confidence in our system of justice.” See, The Florida Bar v. Pape, 918 So.2d 240 at 242 (Fla. 2005).

168. Respondent was aware Mr. Pelletier was advertising as “Pitbull Lawyer”, listing respondent’s firm address, its phone number, and on the

website, as well as on business cards, a blog, and even on Mr. Pelletier's boat.

169. Respondent paid for the boat wrap on Mr. Pelletier's boat.

170. On multiple occasions, respondent was advised of the violations of these advertisements and asked to remove and/or correct them, but refused to take any action until the case was set for review by the grievance committee.

171. By reason of the foregoing, respondent has violated the following Rules Regulating The Florida Bar: 4-7.12 Required Content: (a) Name and Office Location. All advertisements for legal employment must include: (1) the name of at least 1 lawyer, the law firm, the lawyer referral service if the advertisement is for the lawyer referral service, or the lawyer directory if the advertisement is for the lawyer directory, responsible for the content of the advertisement; and (2) the city, town, or county of 1 or more bona fide office locations of the lawyer who will perform the services advertised; 4-7.13 Deceptive and Inherently Misleading Advertisements. A lawyer may not engage in deceptive or inherently misleading advertising. (a) Deceptive and Inherently Misleading Advertisements. An advertisement is deceptive or inherently misleading if it: (1) contains a material statement that is factually or legally inaccurate; (2) omits information that is necessary

to prevent the information supplied from being misleading; or (3) implies the existence of a material nonexistent fact. (b) Examples of Deceptive and Inherently Misleading Advertisements. Deceptive or inherently misleading advertisements include, but are not limited to advertisements that contain: (1) statements or information that can reasonably be interpreted by a prospective client as a prediction or guaranty of success or specific results; (2) references to past results unless such information is objectively verifiable, subject to rule 4-7.14; (3) comparisons of lawyers or statements, words or phrases that characterize a lawyer's or law firm's skills, experience, reputation or record, unless such characterization is objectively verifiable; (7) statements, trade names, telephone numbers, Internet addresses, images, sounds, videos or dramatizations that state or imply that the lawyer will engage in conduct or tactics that are prohibited by the Rules of Professional Conduct or any law or court rule; 4-7.14 A lawyer may not engage in potentially misleading advertising. (a) Potentially Misleading Advertisements. Potentially misleading advertisements include, but are not limited to: (1) advertisements that are subject to varying reasonable interpretations, 1 or more of which would be materially misleading when considered in the relevant context; (2) advertisements that are literally accurate, but could reasonably mislead a prospective client

regarding a material fact; 4-7.15 Unduly Manipulative or Intrusive Advertisements. A lawyer may not engage in unduly manipulative or intrusive advertisements. An advertisement is unduly manipulative if it: (a) uses an image, sound, video, or dramatization in a manner that is designed to solicit legal employment by appealing to a prospective client's emotions rather than to a rational evaluation of a lawyer's suitability to represent the prospective client; 4-7.17 Payment for Advertising and Promotion. (a) Payment by Other Lawyers. No lawyer may, directly or indirectly, pay all or a part of the cost of an advertisement by a lawyer not in the same firm. Rule 4-1.5(f)(4)(D) (regarding the division of contingency fees) is not affected by this provision even though the lawyer covered by subdivision (f)(4)(D)(ii) of rule 4-1.5 advertises; 4-7.19 Evaluation of Advertisements. (a) Filing Requirements. Subject to the exemptions stated in rule 4-7.20, any lawyer who advertises services shall file with The Florida Bar a copy of each advertisement at least 20 days prior to the lawyer's first dissemination of the advertisement. The advertisement must be filed at The Florida Bar headquarters address in Tallahassee; (f) Notice of Compliance and Disciplinary Action. A finding of compliance by The Florida Bar will be binding on The Florida Bar in a grievance proceeding unless the advertisement contains a misrepresentation that is not apparent from the

face of the advertisement. The Florida Bar has a right to change its finding of compliance and in such circumstances must notify the lawyer of the finding of noncompliance, after which the lawyer may be subject to discipline for continuing to disseminate the advertisement. A lawyer will be subject to discipline as provided in these rules for: (1) failure to timely file the advertisement with The Florida Bar; (2) dissemination of a noncompliant advertisement in the absence of a finding of compliance by The Florida Bar; (5) dissemination of portions of a lawyer's Internet website(s) that are not in compliance with rules 4-7.14 and 4-7.15 only after 15 days have elapsed since the date of The Florida Bar's notice of noncompliance sent to the lawyer's official bar address; and 4-5.1 Law firms and Associations; Responsibilities of Partners, Managers, and Supervisory Lawyers.

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, a copy has been furnished by United States Mail via certified mail No. 7017 1450 0000 7821 0308, return receipt requested to David Andrew Taylor III, whose record bar address is 233 E Bay St Ste 1020, Jacksonville, FL 32202-3457 and via email provided via email to davidtaylor@1stcounsel.com, to James Keith Fisher, Bar Counsel, jfisher@floridabar.org, on this 23rd day of February, 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 James Keith Fisher, Bar Counsel, whose address, telephone number and primary email address are The Florida Bar, Tallahassee Branch Office, 651 East Jefferson Street, Tallahassee, Florida 32399-2300, (850) 561-5845 and jfisher@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 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.