

IN THE SUPREME COURT OF FLORIDA
(Before a Referee)

THE FLORIDA BAR,
Complainant,

Supreme Court Case
No. SC21-915

v.

The Florida Bar File
No. 2019-30,880(10B)

ANTONIO GIOVONNIE MARTIN,
Respondent.

_____ /

CONDITIONAL GUILTY PLEA FOR CONSENT JUDGMENT

COMES NOW, the undersigned respondent, Antonio Giovonnie Martin, 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. 2019-30,880(10B), there was a finding of probable cause by the grievance committee.

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

- A. A 90-day suspension from the practice of law: and,
- B. Payment of the disciplinary costs.

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. Respondent engaged in a conflict of interest when he concurrently represented Don Genutis, the grantor, David Dey, the beneficiary, and himself as trustee and counsel for Messrs. Genutis and Dey in the creation of a land trust, as well as representing Mr. Genutis in the foreclosure defense for the subject property.

B. In March 2016, Mr. Dey communicated with Mr. Genutis, the owner of the property located at 2261 Couples Drive, Lakeland, Florida, to discuss a possible transaction involving Mr. Genutis' property that was

about to go into foreclosure. As part of the transaction, respondent was hired by both Mr. Genutis and Mr. Dey to evaluate any mortgage defects, review appraisals, and to look for a method to save the property from foreclosure.

C. After a conference call between Mr. Genutis, Mr. Dey, and respondent, the parties agreed to place the property into a Land Trust where respondent would represent himself as trustee, Mr. Genutis as grantor, and Mr. Dey as the beneficiary of the trust. Mr. Genutis believed that he would receive some benefit by placing his property into the land trust. If a foreclosure proceeding was filed, respondent would then represent Mr. Genutis in any foreclosure defense.

D. Respondent did not obtain a signed, written waiver from Mr. Genutis or recommend that Mr. Genutis consult with independent counsel.

E. Respondent did not obtain a signed, written waiver from Mr. Dey or recommend that Mr. Dey consult with independent counsel.

F. On March 19, 2016, Messrs. Genutis and Dey provided respondent with a signed real estate contract binding the interest of Mr. Genutis and the Land Trust, a quit claim deed signed by Mr. Genutis transferring the property into Couples Drive Land Trust, and a limited power

of attorney to allow respondent to act on Mr. Genutis' behalf with regard to the property. Although Mr. Dey had no liability in the transaction, as beneficiary of the trust, Mr. Dey could potentially obtain ownership of the property if it was not lost in the foreclosure proceeding.

G. Respondent did not provide legal advice to Mr. Genutis concerning Mr. Genutis' contract with Mr. Dey. Respondent did not advise Mr. Genutis that he gave up his titled ownership of the property while remaining liable for the note and mortgage and tax indebtedness from the property that was transferred into the land trust.

H. On or about December 15, 2016, a foreclosure proceeding, Case No. 2016-CA-004238, was filed against Mr. Genutis regarding the subject property located at 2261 Couples Drive, Lakeland, Florida, in the Tenth Judicial Circuit, Polk County. In early 2017, upon receiving notice that Mr. Genutis was served with residential foreclosure documents, respondent's office filed a notice of appearance and the signed documents that were provided by Mr. Genutis to respondent in 2016. Mr. Genutis was unaware that respondent had commenced representing Mr. Genutis in the foreclosure proceeding.

I. On or about February 2019, Mr. Genutis sent a letter to respondent and indicated that Mr. Genutis was unable to contact or

communicate with Mr. Dey. Mr. Genutis inquired whether he would receive any benefit from the creation of the land trust. Thereafter, Mr. Genutis and respondent spoke on several occasions to discuss whether a conflict of interest existed between Mr. Dey, Mr. Genutis, and respondent.

Respondent withdrew from his representations of the parties.

7. The following rules provide the basis for respondent's guilty plea and for the discipline to be imposed in this matter: 3-4.3 Misconduct and Minor Misconduct; 4-1.2(a) Lawyer to Abide by Client's Decisions; 4-1.4(a) Informing Client of Status of Representation; 4-1.7(a) Representing Adverse Interests; 4-1.7(b) Informed Consent; 4-1.7(c) Explanation to Clients; and 4-8.4(d) Misconduct: Engaging in conduct in connection with the practice of law that is prejudicial to the administration of justice.

8. The following aggravation is applicable in this matter: None.

9. The following mitigation is applicable in this matter: absence of a prior disciplinary record [Standard 3.2(b)(1)]; full and free disclosure to the bar or cooperative attitude toward the proceedings. Respondent voluntarily sat for a sworn statement and in his Answer admitted nearly all of the allegations set forth in the Formal Complaint. [Standard 3.2(b)(5)]; inexperience in the practice of law (Respondent, admitted in 2010, was only admitted six years when this matter began in 2016. [Standard

3.2(b)(6)]; and respondent expressed remorse during his sworn statement for the oversight that resulted in this grievance [Standard 3.2(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. Respondent agrees to 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.

13. 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 \$2,373.50. 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.

14. 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.

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

Dated this 24 day of November 2021.



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Dated this 24 day of November 2021.



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Dated this 23rd day of November 2021.



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