

IN THE SUPREME COURT OF FLORIDA  
(Before a Referee)

THE FLORIDA BAR,  
Complainant,

Supreme Court Case  
No. SC22-637

v.

The Florida Bar File  
No. 2020-00,180(2B)

JOSHUA DAVID NEALLY,  
Respondent.

SEP - 6 2022

Received, Clerk, Supreme Court

**CONDITIONAL GUILTY PLEA FOR CONSENT JUDGMENT**

COMES NOW, the undersigned respondent, Joshua David Neally, 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 not represented in this matter.

3. As to The Florida Bar Case No. 2020-00,180(2B), there has been a finding of probable cause by the grievance committee.

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

A. Public Reprimand by publication;

B. Attendance at Ethics School within 6 months of the date of the Supreme Court of Florida's order approving this consent judgment, and payment of the \$750.00 fee associated with this program; and

C. Payment of The Florida Bar's costs.

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

A. On June 18, 2018, Forrest and Judith Tucker ("the Tuckers") attended a presentation by Relief Solutions International ("RSI") at a hotel in Baltimore, Maryland. They paid \$19,980.00 to RSI for termination of 4-time share contracts. The Tuckers were elderly and due to medical issues could no longer afford the time shares.

B. On June 28, 2018, respondent sent a letter of introduction to the Tuckers, enclosing a power of attorney and an engagement letter. The Tuckers signed the engagement letter on July 3, 2018.

C. A few days later, the Tuckers were informed that their 4 cases were actually 7 and RSI and respondent required an additional \$5,220.00, which the Tuckers paid on or about July 25, 2018.

D. At this point, the Tuckers had paid \$25,200.00 for termination of their 7-time share contracts.

E. The Tuckers sent copies of all their contracts to RSI and were told both RSI and respondent would communicate with them.

F. Over the next 14 months, the Tuckers' inquiries went unanswered, except for the occasional update that "things were progressing."

G. On August 9, 2018, Legacy Vacation Club, the owner of Resort World of Orlando, one of the time shares, contacted the Tuckers and told them they would only deal with them directly. The Tuckers complied, and for a payment of \$804.00, the equivalent of one year' maintenance fee, they successfully terminated their timeshare and obtained a Quit Claim Deed.

H. In or around July 2019, the Tuckers' son-in-law contacted a friend who was a lawyer, and gave him authorization to speak to respondent. He made 4 attempts to contact respondent, with no results.

I. Respondent never directly contacted the Tuckers, and ultimately no results were obtained on their behalf.

J. As of September 29, 2019, the filing of the Tuckers' complaint, the additional 6-time share contracts remain unresolved.

K. On May 20, 2020, respondent sent the Tuckers a letter, withdrawing from representation, stating: "Unfortunately, I have run out of time on trying to be the one to cross the finish line with you. Due to the Corona virus and the economic impact of this, it is clear that I have no choice but to shut down my office."

L. According to respondent, he was hired by RSI and paid a "per contract" fee of \$500 for time share termination contracts, which was subsequently reduced to \$266 per contract. Respondent's contract was with RSI and he received no funds directly from the Tuckers.

6. Had the matter gone to trial, the respondent would have presented the following mitigation:

(1) absence of a prior disciplinary record. Respondent was admitted in 2006 and has no prior discipline.

(2) absence of a dishonest or selfish motive. Respondent had no ill intent and received no personal gain.

(5) full and free disclosure to the Bar or cooperative attitude toward the proceedings. Respondent has responded to the bar and

provided documentation when requested. Respondent has expressed a desire to resolve this matter without the necessity of a trial.

(12) remorse. Respondent has acknowledged that his communication with the complainants was lacking and that his solo practice could be more efficient. He has taken steps with the Missouri Bar to achieve that.

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

8. 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.

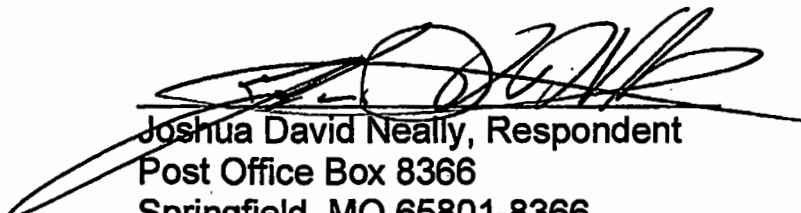
9. If this plea is approved, then respondent agrees to pay all reasonable costs associated with this case pursuant to Rule 3-7.6(q) in the amount of \$1,250.00. These costs are due within 30 days of the court order. Respondent agrees that if the costs are not paid within 30 days of this court's order 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.

10. 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.

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

Dated this 19<sup>th</sup> day of August, 2022.



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Dated this 19th day of August, 2022.

*Shaneé L. Hinson*

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