

IN THE SUPREME COURT OF FLORIDA

THE FLORIDA BAR,

Petitioner,

v.

MICHAEL ALEXANDER HURCKES,

Respondent.

Supreme Court Case
No.

The Florida Bar File Nos.

2025-70,550(13D)(HES);
2024-10,552(13D); 2025-10,027(13D);
2025-00,110(13D); 2024-10,579(13D);
2024-10,720(13D); 2024-10,760(13D);
2024-10,599(13D); 2025-10,058(13D);
2025-10,033(13D); 2024-10,661(13D);
2024-10,744(13D); 2024-10,715(13D);
2025-00,096(13D); 2025-00,352(13D);
2024-10,694(13D); 2025-00,087(13D);
2024-10,735(13D); 2024-10,614(13D);
2024-10,701(13D).

PETITION FOR EMERGENCY SUSPENSION

This petition of The Florida Bar (the bar) seeks emergency relief and requires the immediate attention of this Court under Rule 3-5.2 of the Rules Regulating The Florida Bar. The bar seeks the emergency suspension of Michael Alexander Hurckes, Attorney No. 1040918, from the practice of law in Florida based facts set forth in the attached sworn affidavit and exhibits that establish clearly and convincingly that Michael Alexander Hurckes has caused, or is likely to cause, immediate and serious harm to clients or the public. The sworn affidavit of Angel Taylor, staff investigator for The Florida Bar, is attached as Exhibit "A" and the attachments to Ms. Taylor's

affidavit are attached as Composite Exhibit “B.” Nineteen sworn Inquiry/Complaints are attached as Composite Exhibit “C.” Composite Exhibit “C-19” contains the Opinion and Order of the Honorable Sheri Polster Chappell, United States District Judge for the Federal Court for the Middle District of Florida, Fort Myers Division, dated December 19, 2024, in the matter 2:24-cv-685-SPC-NPM, finding attorney Hurckes’ excuses did not withstand scrutiny.

The bar’s investigator interviewed numerous clients of Mr. Hurckes who filed complaints against him and found their allegations to have merit, be similar in nature, and show a pattern of misconduct that remains ongoing and appears widespread. Respondent collected fee payments, provided little or no legal services, and failed to communicate with his clients except to misrepresent that he and his firm were working on their cases or make continued efforts to solicit additional legal fees, or threaten action for nonpayment of legal fees.

The exhibits establish clearly and convincingly that Michael Alexander Hurckes has caused, or is likely to cause, immediate and serious harm to clients or the public or the legal system; and includes dishonesty. Respondent’s conduct, as alleged in the affidavit and attachments, 19 sworn complaints, witness interviews, and in the Order of

Federal Court for the Middle District of Florida, Fort Myers Division reflect adversely on respondent's fitness to practice law. As part of the bar's investigation, the bar obtained 18 of 19 unredacted client files subject to this petition. The bar will file the entirety of the client files in support of its position when appropriate.

1. The bar's Executive Director authorized filing this Petition for Emergency Suspension.

2. Respondent, Michael Alexander Hurckes, is and, at all times the relevant conduct occurred was, a member of The Florida Bar subject to the jurisdiction and disciplinary rules of this Court.

3. Respondent is currently the subject of bar disciplinary matters which have been assigned Florida Bar File Nos. 2024-10,552(13D), 2024-10,579(13D), 2024-10,614(13D), 2024-10,599(13D), 2024-10,760(13D), 2024-10,661(13D), 2024-10,715(13D), 2024-10,720(13D), 2024-10,694(13D), 2024-10,701(13D), 2024-10,744(13D), 2024-10,735(13D), 2025-10,033(13D), 2025-10,058(13D), 2025-10,027(13D), 2025-00,110(13D), 2025-00,087(13D), 2025-00,096(13D), and 2025-00,352(13D).

4. The bar's investigation of this matter indicates the following:

5. Angel Taylor, staff investigator for The Florida Bar interviewed several of respondent's former clients and reviewed the Inquiry/Complaints the clients filed with The Florida Bar.

6. Respondent solicited legal services using his business website. Multiple clients hired respondent for legal services in varying fields of practice in state and federal court (criminal law, family law, contract law, debtor/creditor law, rent/evictions, premises liability, libel/slander, and probate law). The venues of the clients' cases were in various Florida counties from Escambia to Monroe.

7. Ms. Taylor's investigation revealed that there was an ongoing pattern of misconduct by respondent. Many of the clients experienced some, or all, of the same actions from respondent and his staff. See attached Exhibit "A" affidavit of Angel Taylor and Composite Exhibit "B" attachments to affidavit of Angel Taylor.

8. Respondent's firm collected a nonrefundable "retainer fee" from the client over the telephone via credit card, or by obtaining a loan under the client's name from a third party Law Pay provider, or both. After obtaining the "retainer fee", portion of the fee and/or third party loan for the fee, respondent performed minimal, or no work on the client's case.

9. Respondent failed to provide services, failed to return calls, failed to file time-sensitive documents, failed to appear in court, and failed to respond to opposing counsel. Respondent also failed to honor scheduled telephone or virtual conferences with his clients.

10. When respondent's services were terminated, he billed clients for unpaid portions of the "retainer fee," for additional work he allegedly did, and for Notices of Appearances and Motions to Withdrawal he filed after his termination.

11. Clients who would not pay his demands were reported to collection agencies by respondent, negatively affecting the clients' credit. Respondent used his engagement agreement as proof he was owed the "nonrefundable retainer fee." He also created "itemized bills" showing non-substantive activities such as "reviewing", "analyzing," and "strategizing" the client's case as proof he performed legal work.

12. When the clients complained to The Florida Bar and posted negative reviews on the Better Business Bureau website, there were instances in which respondent billed the clients for his time to answer the complaints. Respondent also hired a "reputation doctor" to contact the complainants and offer a refund of the "retainer fee" if the client would first

remove their BBB reviews, withdraw their bar complaints, and sign a non-disclosure agreement.

13. As part of the investigation, Ms. Taylor searched the Comprehensive Court Information System, a listing of court cases managed by the Florida Clerk of Courts, for all Florida cases in which respondent was listed as the attorney from January 1, 2024 through April 1, 2025.

14. Ms. Taylor did a cursory review of the dockets of these cases and found an ongoing pattern of respondent's failure to appear at hearings and failure to meet deadlines. There were at least nine matters with docket entries or pleadings that identified hearings, filings, or deadlines missed by respondent. See attached Exhibit "A" affidavit of Angel Taylor and Composite Exhibit "B" attachments to affidavit of Angel Taylor.

15. The court filings reviewed by Ms. Taylor also revealed that respondent's failure to update his virtual office addresses with the courts resulted in the return of court mail that was undeliverable to him.

**Complaint by Geraldine Bletsch;
The Florida Bar File No. 2024-10,552(13D):**

16. On January 8, 2024, Geraldine Bletsch (complainant), 79, consulted with respondent's firm for assistance with a legal matter.

17. Complainant paid \$2,000.00 of what she understood to be a \$3,000.00 retainer. Complainant understood these funds would cover the entire cost of respondent's representation in the legal matter.

18. After payment, complainant received the Engagement Agreement from respondent's firm.

19. Complainant refused to agree to the terms of the Engagement Agreement and made numerous unsuccessful attempts to reach respondent.

20. Complainant found the firm's telephone number was temporarily out of service, disconnected or when reached, a nonlawyer employee would falsely indicate respondent would return complainant's call.

21. Complainant repeatedly requested a refund.

22. Respondent terminated the representation and advised complainant that the fee was nonrefundable, despite not being confirmed in writing.

**Complaint by Crystal Kapusta;
The Florida Bar File No. 2024 10,579(13D):**

23. On October 31, 2023, Crystal Kapusta (complainant) paid respondent \$5,000.00 for assistance with a family law matter.

24. Complainant understood these funds would cover the entire cost of respondent's representation in the legal matter.

25. After retaining respondent, complainant had no substantive contact with respondent or respondent's firm for four months; however, during this time, complainant continued to receive requests for additional funds from respondent or respondent's firm.

26. Complainant made numerous unsuccessful attempts to reach respondent.

27. Respondent terminated the representation after complainant refused to provide additional funds.

28. Complainant then requested a refund and was advised that the fee was nonrefundable.

**Complaint by William V. Vernon;
The Florida Bar File No. 2024-10,614(13D):**

29. On October 31, 2023, William V. Vernon (complainant) retained respondent for two probate matters and paid respondent \$4,000.00.

30. Complainant understood these funds would cover the entire cost of respondent's representation in the legal matters.

31. After retaining respondent, complainant had no substantive contact with respondent or respondent's firm for four months; however,

during this time, complainant continued to receive requests for additional funds from respondent or respondent's firm.

32. Complainant terminated the representation due to lack of progress on the matters and requested a refund.

33. Complainant was advised that the fee was nonrefundable.

**Complaint by Veto Kravchenko;
The Florida Bar File No. 2024-10,599(13D):**

34. Respondent's client, CCB Construction & Design was hired by Veto Kravchenko (complainant) as a subcontractor to assist with a project in August 2023.

35. CCB Construction & Design represented that they held the necessary licensure; however, it was later determined that they were unlicensed, and complainant declined to make payment.

36. On multiple occasions respondent was advised and provided proof that CCB Construction & Design was unlicensed.

37. Despite knowledge that CBB Construction & Design was unlicensed, respondent improperly filed a Claim of Lien against complainant and the third-party owner of the subject property in violation of Fla. Stat. § 713.02(7).

38. Fla. Stat. § 713.02(7) expressly provides, in pertinent part, that "no lien shall exist in favor of any contractor, subcontractor, or sub-subcontractor who is unlicensed".

**Complaint by Theresa Quirion;
The Florida Bar File No. 2024-10,760(13D):**

39. On March 20, 2024, Theresa Quirion (complainant) had a consultation with a nonlawyer employee of respondent's firm, Karen Durant.

40. During the consultation, complainant was quoted approximately 30 hours of legal work, at \$250.00 an hour, for her urgent legal matter.

41. Complainant paid \$7,500.00 to respondent's firm and was informed that the Engagement Agreement would soon follow.

42. Complainant understood these funds would cover the entire cost of respondent's representation in the legal matter.

43. After not hearing from the firm for two days, complainant requested a refund from the firm.

44. Complainant was advised by a nonlawyer employee of respondent's firm that the funds provided were earned on receipt and no refund would be provided, despite the agreement not being confirmed in writing at that time.

45. Complainant was advised to check her email spam folder and sign the engagement letter previously provided by the firm, as the funds were nonrefundable.

46. Complainant then signed the engagement letter.

47. During the representation, respondent repeatedly modified the firm's contact information without notifying complainant, missed multiple client conferences, and failed to provide proof of any work completed.

**Complaint by Geraldine Marmol;
The Florida Bar File No. 2024-10,661(13D):**

48. On November 21, 2023, Geraldine Marmol (complainant) retained respondent for a paternity action and paid respondent \$3,000.00.

49. Complainant understood these funds would cover the entire cost of respondent's representation in the legal matter.

50. After retaining respondent, complainant had no substantive contact with respondent or respondent's firm for four months; however, during this time, complainant continued to receive requests for additional funds from respondent or respondent's firm.

51. Complainant made numerous attempts to reach respondent and was assured by nonlawyer employees that someone would return her calls, but complainant's calls were not returned.

52. On February 1, 2024, complainant received an email indicating the trust balance had fallen below the minimum required threshold, and \$1,000.00 was required within 7 days or the firm would withdraw from representation.

53. Complainant attempted to meet with her case manager, Rutvi Brahbhatt, but later learned that the case manager resided in India.

54. Complainant requested a refund due to the lack of verifiable work completed on the matter.

55. Complainant was advised that the fee was nonrefundable.

**Complaint by Laura Wright;
The Florida Bar File No. 2024-10,715(13D):**

56. On March 21, 2024, Laura Wright (complainant) contacted respondent regarding representation in pending litigation.

57. Complainant was served and had 20 days to provide a response.

58. After speaking with respondent's secretary and providing a copy of the summons, on March 22, 2024, complainant spoke with respondent and discussed the parameters of the representation, the urgency of the response, and a fee of \$7,500.00 that complainant paid.

59. Complainant understood these funds would cover the entire cost of respondent's representation in the legal matter.

60. Respondent failed to competently or diligently handle the matter and failed to maintain adequate communication with complainant.

61. Complainant and her daughter made numerous unsuccessful attempts to reach respondent.

62. Complainant or her daughter were regularly informed by a female nonlawyer employee at respondent's firm that respondent was in a meeting or away from his desk.

63. On April 15, 2024, complainant attempted to reach respondent after she received a Motion for Default filed that day.

64. Complainant was informed that respondent was unavailable and would return her call.

65. Respondent failed to return complainant's call.

66. Complainant then researched the pending legal matter and found that respondent had not filed a Notice of Appearance.

67. On or about April 17, 2024, complainant informed respondent's firm that she had obtained new representation.

68. On April 26, 2024, respondent then filed a Notice of Appearance and Designation of Email Address in the matter.

69. Complainant requested a refund. Complainant was advised that the fee was nonrefundable.

**Complaint by Dina LaFargue Augustin;
The Florida Bar File No. 2024-10,720(13D):**

70. On March 29, 2024, Dina LaFargue Augustin (complainant) retained respondent in relation to an issue with a real estate transaction.

71. Complainant advised respondent's firm of the time limit to take legal action, 180 days after the alleged transaction.

72. Complainant understood the terms of the representation were \$250.00 per hour, for a minimum of 20 hours, or for a total of \$5,000.00.

73. Complainant immediately paid \$2,500.00 from her personal checking account.

74. Complainant understood these funds would cover the entire cost of respondent's representation in the legal matter.

75. After retaining respondent, complainant had no substantive contact with respondent or respondent's firm for two months; however, during this time, complainant continued to receive requests for additional funds from respondent or respondent's firm.

76. Complainant requested a refund due to no evidence of work completed.

77. Complainant was advised that the fee was nonrefundable.

**Complaint by Charles W. Hayes;
The Florida Bar File No. 2024-10,694(13D):**

78. On April 3, 2024, Charles W. Hayes (complainant) had a telephone consultation with a nonlawyer employee from respondent's firm and paid respondent's firm \$5,000.00 for the representation.

79. Complainant understood these funds would cover the entire cost of respondent's representation in the legal matter.

80. On April 5, April 8, April 9, April 10, April 11, and April 12, 2024, complainant unsuccessfully attempted to reach respondent or somebody within respondent's firm.

81. On April 24, 2024, complainant received a call from an individual who identified themselves as a paralegal from respondent's firm and who stated that the firm is untrustworthy.

82. Complainant later received a call from another individual who claimed to be an employee of respondent's firm, denied the prior caller was an employee, but stated that respondent is likely engaged in fraud.

83. Respondent failed to complete any work for complainant.

84. Throughout the period of representation, neither respondent nor any attorney within his firm had any contact with complainant.

85. Complainant requested a refund.

86. Respondent failed to return any of complainant's funds.

Complainant was advised that the fee was nonrefundable.

**Complaint by Brooke Miller Albright;
The Florida Bar File No. 2024-10,701(13D):**

87. On March 21, 2024, Brooke Miller Albright (complainant) had a telephonic consult with nonlawyer employee of respondent's firm, Karen Durant, whom complainant understood to be an attorney.

88. Complainant was quoted approximately 30 hours of legal work, at \$250.00 per hour, for a total of \$7,500.00.

89. Complainant understood these funds would cover the entire cost of respondent's representation in the legal matter.

90. Complainant was advised that the firm would obtain an emergency custody order in 2 to 3 weeks.

91. Complainant was then transferred to another employee within the firm, who identified themselves as the "Office Manager." Complainant made an initial payment of \$3,000.00.

92. Complainant and respondent, through his staff, agreed to a payment plan for the balance of the fee, and complainant was advised that the engagement letter would be sent to her shortly.

93. Complainant contacted the firm immediately on receipt of the engagement letter, as she disagreed with the nonrefundable provision.

94. Complainant was informed by a nonlawyer employee that the fee was already paid and nonrefundable, despite not being confirmed in writing.

95. The nonlawyer employee advised complainant to sign the engagement letter as provided.

96. Complainant then executed the engagement letter.

97. After retainment, complainant was unable to reach respondent or any attorney within the firm.

98. On April 15, 2024, complainant terminated respondent's representation due to lack of communication and failure to provide proof of work.

99. Respondent then took affirmative steps to collect complainant's "remaining balance" of his legal fees.

**Complaint by Katelyn K. Curran;
The Florida Bar File No. 2024-10,744(13D):**

100. In 2023, Katelyn K. Curran (complainant) retained respondent for an urgent child custody matter and paid respondent \$4,000.00 for the representation.

101. Complainant understood these funds would cover the entire cost of respondent's representation in the legal matter.

102. After retaining respondent, complainant had no substantive contact with respondent or respondent's firm; however, during this time, complainant continued to receive requests for additional funds from respondent or respondent's firm.

103. Complainant never spoke to respondent or any other attorney within respondent's firm despite being routinely advised that respondent would call her back.

104. Complainant terminated the representation due to lack of progress and requested a refund.

105. Respondent failed to return any of complainant's funds.

106. Complainant was advised that the fee was nonrefundable and was provided discharge paperwork containing information of another client.

**Complaint by Tiffany Clarke;
The Florida Bar File No. 2024-10,735(13D):**

107. On April 15, 2024, Tiffany Clarke (complainant) retained respondent for an urgent child custody matter and paid respondent \$2,000.00 of a \$5,000.00 retainer.

108. Complainant understood these funds would cover the entire cost of respondent's representation in the legal matter.

109. After retaining respondent, complainant had no substantive contact with respondent or respondent's firm; however, during this time, complainant continued to receive requests for additional funds from respondent or respondent's firm.

110. On April 18, 2024, complainant attempted to reach respondent and received no response.

111. On April 19, 2024, complainant attempted to reach respondent and was advised that somebody would return her call at 3:00 p.m.

112. Complainant did not receive a return call.

113. On April 20, 2024, complainant again tried to reach respondent and was advised somebody would call her back that day.

114. On that date, at 7:00 p.m. a nonlawyer employee of respondent's firm contacted complainant and spoke with complainant about the legal strategy for an upcoming hearing.

115. No attorney appeared on complainant's behalf at the subsequent hearing.

116. On April 22, 2024, complainant attempted to reach respondent regarding the lack of representation at the hearing.

117. Respondent failed to return complainant's call.

118. On April 23, 2024, complainant attempted to reach respondent and was advised that somebody would return her call.

119. No return call was received, and complainant was unable to reach the firm through May 3, 2024.

120. On May 3, 2024, complainant received a text message from respondent's firm that stated, "Good Afternoon, while our tech team works on resolving our phone service issues, if you need urgent assistance with your case, please call (813)921- 9034."

121. Respondent failed to attend complainant's hearing and failed to provide proof of any work completed on the matter.

122. Complainant refused to pay additional funds, and respondent then withdrew from the matter due to non-payment.

123. Complainant requested a refund and was advised that the fee was nonrefundable.

**Complaint by Andrew Greene;
The Florida Bar File No. 2025-10,033(13D):**

124. On Thursday, June 20, 2024, Andrew Greene (complainant) retained respondent regarding a dispute between complainant and a roofing company and paid respondent \$7,500.00.

125. On Tuesday, June 24, 2024, without respondent's involvement, the roofing company cured the defect. Complainant considered the matter concluded and advised respondent that the matter was concluded.

126. Complainant requested a refund of the retainer.

127. Complainant was then advised that the fee was nonrefundable.

128. Complainant was advised that respondent would seek attorney's fees from the opposing party.

129. Complainant has not had any substantive communication with respondent or respondent's firm since that that time.

130. Respondent has taken no action on complainant's behalf.

**Complaint by Simon M. Fisher;
The Florida Bar File No. 2025-10,058(13D):**

131. On October 16, 2023, Simon M. Fisher (complainant) had a consultation with a nonlawyer employee of respondent's firm.

132. The nonlawyer employee quoted complainant a fee of \$3,000.00 for respondent's representation, that complainant paid.

133. Complainant understood these funds would cover the entire cost of respondent's representation in the legal matter.

134. Complainant was advised that a demand letter would be drafted and sent on his behalf.

135. No demand letter was sent on behalf of complainant.

136. Complainant had difficulty reaching respondent, but was assured by the firm on January 29, 2024, that the firm was working on the matter.

137. On March 22, 2024, a nonlawyer employee of the firm, who identified themselves as Lauren Hurckes, contacted complainant and stated that the firm would not proceed on the matter.

138. Complainant requested a refund and was advised that the fee was nonrefundable.

139. Complainant objected, as he did not sign an engagement letter.

**Complaint by Collin Schneide;
The Florida Bar File No. 2025-10,027(13D):**

140. Collin Schneide (complainant) retained respondent for representation in a dispute with a car dealership and paid respondent \$5,150.00.

141. Complainant understood these funds would cover the entire cost of respondent's representation in the legal matter.

142. At the time complainant retained respondent's services, respondent's website stated, "over 20 years of service" and recipient of award for "best lawyer of 2023."

143. Respondent was admitted to The Florida Bar on November 23, 2022, and the New York State Bar Association on January 14, 2022.

144. Respondent has no other known bar memberships.

145. After retaining respondent, complainant had no substantive contact with respondent or respondent's firm; however, during this time, complainant continued to receive requests for additional funds from respondent or respondent's firm.

146. Complainant requested proof of work and ultimately a refund due to lack of progress. Complainant pursued a chargeback from his credit card company.

**Complaint by Christopher Hintz;
The Florida Bar File No. 2025-00,110(13D):**

147. On September 4, 2023, Christopher Hintz (complainant) retained respondent for representation in a civil dispute after having a \$300.00 initial consultation.

148. Complainant understood the quoted fee, \$3,000.00, would cover the entire cost of respondent's representation in the legal matter and that he would receive monthly billing statements regarding the fee.

149. After retaining respondent, complainant had no substantive contact with respondent or respondent's firm.

150. Respondent failed to maintain adequate communication regarding the status of the matter, provided no proof of work completed, and complainant continued to receive requests for additional funds from respondent or respondent's firm.

151. Complainant requested that respondent stop working on the matter.

152. Complainant refused to pay the \$3,000.00 as quoted, and respondent sent the matter to collections.

**Complaint by Christopher Devon Collins;
The Florida Bar File No. 2025-00,087(13D):**

153. On November 9, 2023, Christopher Devon Collins (complainant) signed an agreement with the firm for representation in an employment law matter.

154. In January 2024, complainant asked the firm for an update on the status of the matter.

155. On January 8, 2024, complainant was advised that a complaint was ready to be filed.

156. Complainant did not hear from respondent or respondent's firm again until April 2024, when a collections agency reached out regarding complainant's nonpayment of respondent's fees of \$3,577.00.

157. Complainant refused to pay due to the lack of proof of work completed on the matter. When complainant checked the docket, he found that respondent had filed a complaint in Lake County, without complainant's review.

158. Respondent failed to inform complainant that the case had been removed to federal court.

159. Complainant terminated the representation due to lack of progress and requested respondent withdraw from the matter.

160. Respondent failed to timely withdraw from the matter.

**Complaint by Arnold Campbell;
The Florida Bar File No. 2025-00,096(13D):**

161. On July 8, 2024, Arnold Campbell (complainant) had a telephone consultation with respondent's firm and was quoted between \$3,000.00 and \$5,000.00 for handling of the legal issue with a finance company.

162. Complainant was then transferred to the "finance department" and paid \$5,000.00 in full.

163. Complainant understood these funds would cover the entire cost of respondent's representation in the legal matter.

164. After making payment, complainant was not asked any information about the legal matter.

165. On July 12, 2024, after not hearing from the firm for 4 days, complainant reached out to the firm.

166. In response, complainant received an e-mail stating that a nonlawyer case manager would make contact.

167. Complainant expressed displeasure and was advised that somebody from the firm would call the following business day.

168. On July 15, 2024, nobody from respondent's firm contacted complainant.

169. On July 17, 2024, complainant emailed a nonlawyer employee within the firm and requested a refund.

170. Complainant was then provided an intake form.

171. Despite having no substantive contact with respondent or respondent's firm during the relevant period, complainant received requests for additional payments on July 29, 2024, and August 4, 2024.

172. On August 12, 2024, complainant terminated the representation due to lack of progress and requested a refund.

**Complaint by Philip Schipani;
The Florida Bar File No. 2025-00,352(13D):**

173. Philip Schipani (complainant), a Florida licensed attorney, represented the father in a matter regarding a Petition for Return of Minor Child Pursuant to the Hague Convention on the Civil Aspects of International Child Abduction in the Federal Court for the Middle District of Florida, Fort Myers Division, Case No. 2:24-cv-685-SPC-NPM. Respondent represented the mother who was alleged to have removed the child from the Cayman Islands to South Florida. Complainant referenced that these types of matters needed to be completed within six weeks based on the nature of the case.

174. Respondent filed a Motion to Dismiss that falsely indicated that he conferred with complainant prior to the filing of the motion.

175. A final hearing in the matter was set for November 1, 2024, before the Honorable Sheri Polster Chappell, United States District Judge. Respondent failed to appear at the hearing; however, respondent's client was present.

176. Respondent's client informed the court that she called respondent's office the day prior to make payment and to ensure respondent was prepared for trial.

177. Respondent's client informed the court that she made payment, but did not receive a call back.

178. The court ordered respondent to show cause why sanctions should not be imposed for his failure to appear.

179. Respondent's response stated that "for reasons unknown," he did not receive notice of the hearing at his active email address, legal@mahadvising.com and was therefore unaware of it.

180. Respondent also stated that there was a scheduling error.

181. Attached to his show-cause response, respondent provided a screen shot from Pacer.

182. Under his preferences for the Middle District of Florida, only mh@mahadvising was listed as his email.

183. In its Order and Opinion dated December 19, 2024, the court found:

...[respondent] designated mh@mahadvising as his primary email address in his notice of appearance and continued to list this email in the signature block of his filings. All other filings and orders prior to the November 1, 2024, hearing notice were served on counsel at that email address without issue. Even attorney Hurckes' client was aware of the hearing and appeared in person. He was the only one that missed the memo. Attorney Hurckes' excuse does not withstand scrutiny. But even assuming he did not receive the notice, the fault lies with him. The Local Rules provide that "[t]o maintain

membership in the Middle District bar, a member ... must maintain with the clerk a current telephone number, mailing address, and email address," among other things. Local Rule 2.01(b)(2)(B). Attorney Hurckes has not done so. After he failed to appear, the Clerk directed him to this local rule and notified him that he must update his contact information and file a notice of compliance within fourteen days. Attorney Hurckes ignored this notice and never filed the notice of compliance. Attorney Hurckes needlessly obstructed the litigation of Petitioner's nonfrivolous claim when he failed, without legitimate justification, to appear at the evidentiary hearing in this expedited matter. Thus, he unreasonably and vexatiously multiplied the proceedings... (See Composite Exhibit B at B-19).

184. The court ordered respondent to "personally pay Petitioner's counsel his costs, expenses, and attorney's fees reasonably incurred in attending the November 1, 2024, evidentiary hearing" and "mail a copy of this Order and a check for \$1,526.32 made payable to Middle District of Florida Bench Bar Fund...."

185. On that date, complainant emailed respondent, requesting \$3,520.00.

186. Respondent responded, "We don't disagree to the amount, but we do intend to appeal entitlement. Please send your address, we will mail a check to you, once we finalize our plans."

187. Respondent did not send a check but instead filed a Notice of Appeal.

188. Complainant reached out to respondent to advise that a Notice of Appeal did not automatically stay the order.

189. Respondent then filed a Motion to Stay Pending Appeal that was denied for failing to comply with local rules necessitating a certificate of conferral.

190. Respondent has not moved to stay the order pending appeal, nor has respondent paid sanctions as ordered.

191. The affidavit of Angel Taylor, Investigator, The Florida Bar, and the sworn Inquiry/Complaints of the 19 Complainants, support this Petition for Emergency Suspension.

192. Respondent's conduct above violated the following Rules Regulating The Florida Bar:

a. 4-1.1 COMPETENCE. A lawyer must provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness, and preparation reasonably necessary for the representation.

b. 4-1.2(a) OBJECTIVES AND SCOPE OF REPRESENTATION (Lawyer to Abide by Client's Decisions). Subject to subdivisions (c) and (d), a lawyer must abide by a client's decisions concerning the objectives of representation, and, as

required by rule 4-1.4, must reasonably consult with the client as to the means by which they are to be pursued. A lawyer may take action on behalf of the client that is impliedly authorized to carry out the representation. A lawyer must abide by a client's decision whether to settle a matter. In a criminal case, the lawyer must abide by the client's decision, after consultation with the lawyer, as to a plea to be entered, whether to waive jury trial, and whether the client will testify.

c. 4-1.2(c) OBJECTIVES AND SCOPE OF REPRESENTATION (Limitation of Objectives and Scope of Representation). If not prohibited by law or rule, a lawyer and client may agree to limit the objectives or scope of the representation if the limitation is reasonable under the circumstances and the client gives informed consent in writing, except that a lawyer giving advice in a short-term limited legal services program under Rule 4-6.6 is not required to obtain the consent in writing. If the lawyer and client agree to limit the scope of the representation, the lawyer must advise the client regarding applicability of the rule prohibiting communication with a represented person.

d. 4-1.3 DILIGENCE. A lawyer shall act with reasonable diligence and promptness in representing a client.

e. 4-1.4(a) COMMUNICATION (Informing Client of Status of Representation). A lawyer shall: (1) promptly inform the client of any decision or circumstance with respect to which the client's informed consent, as defined in terminology, is required by these rules; (2) reasonably consult with the client about the means by which the client's objectives are to be accomplished; (3) keep the client reasonably informed about the status of the matter; (4) promptly comply with reasonable requests for information; and (5) consult with the client about any relevant limitation on the lawyer's conduct when the lawyer knows or reasonably should know that the client expects assistance not permitted by the Rules of Professional Conduct or other law.

f. 4-1.4(b) COMMUNICATION (Duty to Explain Matters to Client). A lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation.

g. 4-1.5(a) FEES AND COSTS FOR LEGAL SERVICES (Illegal, Prohibited, or Clearly Excessive Fees and Costs). A lawyer must not enter into an agreement for, charge, or collect an illegal, prohibited, or clearly excessive fee or cost, or a fee generated by

employment that was obtained through advertising or solicitation not in compliance with the Rules Regulating The Florida Bar. A fee or cost is clearly excessive when: (1) after a review of the facts, a lawyer of ordinary prudence would be left with a definite and firm conviction that the fee or the cost exceeds a reasonable fee or cost for services provided to such a degree as to constitute clear overreaching or an unconscionable demand by the lawyer; or (2) the fee or cost is sought or secured by the lawyer by means of intentional misrepresentation or fraud upon the client, a nonclient party, or any court, as to either entitlement to, or amount of, the fee.

h. 4-1.5(b) FEES AND COSTS FOR LEGAL SERVICES

(Factors to Be Considered in Determining Reasonable Fees and

Costs). (1) Factors to be considered as guides in determining a reasonable fee include: (A) the time and labor required, the novelty, complexity, difficulty of the questions involved, and the skill requisite to perform the legal service properly; (B) the likelihood that the acceptance of the particular employment will preclude other employment by the lawyer; (C) the fee, or rate of fee, customarily charged in the locality for legal services of a comparable or similar nature; (D) the significance of, or amount involved in, the subject

matter of the representation, the responsibility involved in the representation, and the results obtained; (E) the time limitations imposed by the client or by the circumstances and, as between attorney and client, any additional or special time demands or requests of the attorney by the client; (F) the nature and length of the professional relationship with the client; (G) the experience, reputation, diligence, and ability of the lawyer or lawyers performing the service and the skill, expertise, or efficiency of effort reflected in the actual providing of such services; and (H) whether the fee is fixed or contingent, and, if fixed as to amount or rate, then whether the client's ability to pay rested to any significant degree on the outcome of the representation. (2) Factors to be considered as guides in determining reasonable costs include: (A) the nature and extent of the disclosure made to the client about the costs; (B) whether a specific agreement exists between the lawyer and client as to the costs a client is expected to pay and how a cost is calculated that is charged to a client; (C) the actual amount charged by third party providers of services to the attorney; (D) whether specific costs can be identified and allocated to an individual client or a reasonable basis exists to estimate the costs charged; (E) the reasonable

charges for providing in-house service to a client if the cost is an in-house charge for services; and (F) the relationship and past course of conduct between the lawyer and the client. All costs are subject to the test of reasonableness set forth in subdivision (a) above. When the parties have a written contract in which the method is established for charging costs, the costs charged under that contract will be presumed reasonable.

i. 4-1.5(c) FEES AND COSTS FOR LEGAL SERVICES

(Consideration of All Factors). In determining a reasonable fee, the time devoted to the representation and customary rate of fee need not be the sole or controlling factors. All factors set forth in this rule should be considered, and may be applied, in justification of a fee higher or lower than that which would result from application of only the time and rate factors.

j. 4-1.5(d) FEES AND COSTS FOR LEGAL SERVICES

(Enforceability of Fee Contracts). 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.

k. 4-1.5(e) FEES AND COSTS FOR LEGAL SERVICES (Duty to Communicate Basis or Rate of Fee or Costs to Client and Definitions). (1) Duty to Communicate. When the lawyer has not regularly represented the client, the basis or rate of the fee and costs must be communicated to the client, preferably in writing, before or within a reasonable time after commencing the representation. A fee for legal services that is nonrefundable in any part must be confirmed in writing and must explain the intent of the parties as to the nature and amount of the nonrefundable fee. The test of reasonableness found in subdivision (b), above, applies to all fees for legal services without regard to their characterization by the parties. The fact that a contract may not be in accord with these rules is an issue between the lawyer and client and a matter of professional ethics but is not the proper basis for an action or defense by an opposing party when fee-shifting litigation is involved. (2) Definitions. (A) Retainer. A retainer is a sum of money paid to a lawyer to guarantee the lawyer's future availability. A retainer is not payment for past legal services and is not payment for future services. (B) Flat Fee. A flat fee is a sum of

money paid to a lawyer for all legal services to be provided in the representation. A flat fee may be termed “nonrefundable.” (C) Advance Fee. An advanced fee is a sum of money paid to the lawyer against which the lawyer will bill the client as legal services are provided.

I. 4-1.16(b) DECLINING OR TERMINATING

REPRESENTATION (When Withdrawal Is Allowed). Except as stated in subdivision (c), a lawyer may withdraw from representing a client if: (1) withdrawal can be accomplished without material adverse effect on the interests of the client; (2) the client insists upon taking action that the lawyer considers repugnant, imprudent, or with which the lawyer has a fundamental disagreement; (3) the client fails substantially to fulfill an obligation to the lawyer regarding the lawyer’s services and has been given reasonable warning that the lawyer will withdraw unless the obligation is fulfilled; (4) the representation will result in an unreasonable financial burden on the lawyer or has been rendered unreasonably difficult by the client; or (5) other good cause for withdrawal exists.

m. 4-1.16(c) DECLINING OR TERMINATING

REPRESENTATION (Compliance with Order of Tribunal). A lawyer

must comply with applicable law requiring notice or permission of a tribunal when terminating a representation. When ordered to do so by a tribunal, a lawyer shall continue representation notwithstanding good cause for terminating the representation.

n. 4-1.16(d) DECLINING OR TERMINATING

REPRESENTATION (Protection of Client's Interest). Upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interest, such as giving reasonable notice to the client, allowing time for employment of other counsel, surrendering papers and property to which the client is entitled, and refunding any advance payment of fee or expense that has not been earned or incurred. The lawyer may retain papers and other property relating to or belonging to the client to the extent permitted by law.

o. 4-3.2 EXPEDITING LITIGATION. A lawyer shall make reasonable efforts to expedite litigation consistent with the interests of the client.

p. 4-3.3(a) CANDOR TOWARD THE TRIBUNAL (False Evidence; Duty to Disclose). A lawyer shall not knowingly: (1) make a false statement of fact or law to a tribunal or fail to correct a false

statement of material fact or law previously made to the tribunal by the lawyer; (2) fail to disclose a material fact to a tribunal when disclosure is necessary to avoid assisting a criminal or fraudulent act by the client; (3) fail to disclose to the tribunal legal authority in the controlling jurisdiction known to the lawyer to be directly adverse to the position of the client and not disclosed by opposing counsel; or (4) offer evidence that the lawyer knows to be false. A lawyer may not offer testimony that the lawyer knows to be false in the form of a narrative unless so ordered by the tribunal. If a lawyer, the lawyer's client, or a witness called by the lawyer has offered material evidence and the lawyer comes to know of its falsity, the lawyer shall take reasonable remedial measures including, if necessary, disclosure to the tribunal. A lawyer may refuse to offer evidence that the lawyer reasonably believes is false.

q. 4-3.3(d) CANDOR TOWARD THE TRIBUNAL (Extent of Lawyer's Duties). The duties stated in this rule continue beyond the conclusion of the proceeding and apply even if compliance requires disclosure of information otherwise protected by rule 4-1.6.

r. 4-3.4(b) FAIRNESS TO OPPOSING PARTY AND COUNSEL. A lawyer must not fabricate evidence, counsel or assist a

witness to testify falsely, or offer an inducement to a witness, except a lawyer may pay a witness reasonable expenses incurred by the witness in attending or testifying at proceedings; a reasonable, noncontingent fee for professional services of an expert witness; and reasonable compensation to a witness for the time spent preparing for, attending, or testifying at proceedings

s. 4-3.4(c) FAIRNESS TO OPPOSING PARTY AND COUNSEL. A lawyer must not knowingly disobey an obligation under the rules of a tribunal except for an open refusal based on an assertion that no valid obligation exists.

t. 4-4.1 TRUTHFULNESS IN STATEMENTS TO OTHERS. In the course of representing a client a lawyer shall not knowingly: (a) make a false statement of material fact or law to a third person; or (b) fail to disclose a material fact to a third person when disclosure is necessary to avoid assisting a criminal or fraudulent act by a client, unless disclosure is prohibited by rule 4-1.6.

u. 4-5.1(a) RESPONSIBILITIES OF PARTNERS, MANAGERS, AND SUPERVISORY LAWYERS (Duties Concerning Adherence to Rules of Professional Conduct). A partner in a law firm, 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 all lawyers therein conform to the Rules of Professional Conduct.

v. 4-5.1(b) RESPONSIBILITIES OF PARTNERS, MANAGERS, AND SUPERVISORY LAWYERS (Supervisory Lawyer's Duties). Any lawyer having direct supervisory authority over another lawyer must make reasonable efforts to ensure that the other lawyer conforms to the Rules of Professional Conduct.

w. 4-5.1(c) RESPONSIBILITIES OF PARTNERS, MANAGERS, AND SUPERVISORY LAWYERS (Responsibility for Rules Violations). A lawyer is 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.

x. 4-5.3(a) RESPONSIBILITIES REGARDING

NONLAWYER ASSISTANTS (Use of Titles by Nonlawyer

Assistants). A person who uses the title of paralegal, legal assistant, or other similar term when offering or providing services to the public must work for or under the direction or supervision of a lawyer or law firm.

y. 4-5.3(b) RESPONSIBILITIES REGARDING

NONLAWYER ASSISTANTS (Supervisory Responsibility). 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.

z. 4-5.3(c) RESPONSIBILITIES REGARDING

NONLAWYER ASSISTANTS (Ultimate Responsibility of Lawyer).

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.

aa. 4-7.13(a) DECEPTIVE AND INHERENTLY MISLEADING

ADVERTISEMENTS (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.

bb. 4-7.14(a) POTENTIALLY MISLEADING

ADVERTISEMENTS (Potentially Misleading Advertisements).

Potentially misleading advertisements include, but are not limited to:

... (3) references to a lawyer's membership in, or recognition by, an entity that purports to base the membership or recognition on a lawyer's ability or skill, unless the entity conferring the membership or recognition is generally recognized within the legal profession as being a bona fide organization that makes its selections based on objective and uniformly applied criteria, and that includes among its members or those recognized a reasonable cross-section of the legal community the entity purports to cover.

cc. 4-8.1(a) BAR ADMISSION AND DISCIPLINARY

MATTERS. An applicant for admission to the bar, or a lawyer in connection with a bar admission application or in connection with a disciplinary matter, shall not knowingly make a false statement of material fact.

dd. 4-8.4(a) MISCONDUCT. A lawyer shall not violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another.

ee. 4-8.4(c) MISCONDUCT. A lawyer shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation.

ff. 4-8.4(d) MISCONDUCT. A lawyer shall not engage in conduct in connection with the practice of law that is prejudicial to the administration of justice, including to knowingly, or through callous indifference, disparage, humiliate, or discriminate against litigants, jurors, witnesses, court personnel, or other lawyers on any basis, including, but not limited to, on account of race, ethnicity, gender, religion, national origin, disability, marital status, sexual orientation, age, socioeconomic status, employment, or physical characteristic.

The above facts show that respondent has caused, or is likely to cause, immediate and serious harm to clients or the public and immediate action must be taken to protect respondent's clients and the public.

Therefore, under Rule 3-5.2, the bar respectfully requests this Court issue an order suspending respondent from the practice of law until further order of this Court and ordering respondent to:

A. Immediately:

- i. accept no new clients from the date of this Court's order of emergency suspension;

- ii. initiate no litigation on behalf of clients from the date of this Court's order of emergency suspension;
- iii. provide a copy of this Court's order of emergency suspension to all courts, tribunals, or adjudicative agencies before which respondent is counsel of record; all state, federal, or administrative bars of which respondent is a member; all clients; all co-counsel; and all opposing counsel, as required by Rule 3-5.1(h);
- iv. cease withdrawing or disbursing any money from any trust account or other financial institution account holding funds of clients or third parties in respondent's possession in connection with legal representation or funds of third parties in connection with respondent's service as a fiduciary including, but not limited to, personal representative, guardian, or trustee, until further order of this Court, a judicial referee appointed by this Court, or by order of the circuit court in an inventory attorney proceeding instituted under Rule 1-3.8;
- v. not transfer any ownership of any real or personal property purchased in whole or in part with funds of clients or third parties in connection with legal representation or with funds of

third parties in connection with respondent's service as a fiduciary including, but not limited to, personal representative, guardian, or trustee, without approval of this Court, a judicial referee appointed by this Court, or by order of the circuit court in an inventory attorney proceeding instituted under Rule 1-3.8;

- vi. deposit any fees or other sums received in connection with the practice of law or employment as a personal representative, guardian, or trustee, by respondent on or after the date of this Court's order of emergency suspension into a specified trust account from which withdrawal may only be made by order of this Court, a judicial referee appointed by this Court, or by order of the circuit court in an inventory attorney proceeding instituted under Rule 1-3.8;
- vii. provide a copy of this Court's order of emergency suspension to all banks and financial institutions where respondent maintains any account holding funds of clients or third parties in respondent's possession in connection with representation or funds of third parties in connection with respondent's service as a fiduciary including, but not limited to, personal representative, guardian, or trustee;

- viii. comply with, and provide all documents and testimony responsive to, a subpoena from the bar for trust account records and any related documents necessary for the bar to conduct a trust account audit;
- ix. authorize any referee appointed in these proceedings to determine entitlement to funds in any trust accounts frozen as a result of an order entered in this matter; and
- x. turn over to any successor the complete financial records of any estate, guardianship, or trust in which respondent served as a fiduciary on the successor's appointment; and

B. Within 30 days from the date of this Court's order of emergency suspension:

- i. cease all practice of law in Florida;
- ii. withdraw from representation of all clients;
- iii. wind down all pending matters;
- iv. cease holding respondent out as a Florida Bar member or lawyer and eliminate all indicia of respondent's status as a Florida Bar member or lawyer on websites, email, social media, telephone listings, stationery, checks, business cards, office

signs, email address, and any other indicia of respondent's status as a Florida Bar member or lawyer;

- v. cease acting as a fiduciary, including, but not limited to, personal representative for any estate, guardian for any ward, and trustee for any trust;
- vi. provide Staff Counsel with an affidavit listing all of the following that respondent notified of this Court's order of emergency suspension: all courts, tribunals, or adjudicative agencies of which respondent is a member; all state, federal, or administrative bars of which respondent is a member; all clients; all co-counsel; and all opposing counsel;
- vii. provide bar counsel in this case with an affidavit listing each bank or financial institution respondent provided with a copy of this Court's order of emergency suspension; and
- viii. notify bar counsel in this case of the receipt and location of any fees or other sums received in connection with the practice of law or in connection with respondent's service as a fiduciary, including, but not limited to, personal representative, guardian, or trustee, received by respondent after issuance of this Court's order of emergency suspension.

Respectfully submitted,



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/s/ Joshua E. Doyle

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CERTIFICATE OF SERVICE

I certify that this document has been filed via the Florida Courts E-Filing Portal with The Honorable John A. Tomasino, Clerk of the Supreme Court of Florida with a copy provided via the portal to Michael Alexander Hurckes, respondent at mh@ironclad.law; and that a copy has been provided by United States Mail via certified mail No. 9589 0710 5270 0677 1181 04, return receipt requested to Michael Alexander Hurckes, whose record bar address is 1200 Brickell Avenue, Suite 1950, Miami, FL 33131-3298, and via email to Jennifer Robyn Dillon, Chief Branch Discipline Counsel, rdillon@floridabar.org, on this 5th day of September, 2025.



Patricia Ann Toro Savitz, Staff Counsel
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NOTICE OF DESIGNATION OF PRIMARY EMAIL ADDRESS

Bar counsel in this matter is Jennifer Robyn Dillon, Chief Branch Discipline Counsel, whose address, telephone number and primary email address are The Florida Bar, Tampa Branch Office, 400 North Tampa Street, Suite 2000, Tampa, FL 33602, (813) 875-9821, and rdillon@floridabar.org. Respondent need not address pleadings, correspondence, etc. in this matter to anyone other than bar counsel and to Patricia Ann Toro Savitz, Staff Counsel, The Florida Bar, 651 E. Jefferson Street, Tallahassee, FL 32399-2300, psavitz@floridabar.org.

NOTICE OF MANDATORY ELECTRONIC FILING

All parties must file all pleadings, motions, and notices in this matter electronically, with a copy to the referee, through the Florida Courts E-Filing Portal, www.myflcourtagency.com, under Rule Regulating The Florida Bar 3-7.6(h)(5)(A) and (B).

MANDATORY ANSWER NOTICE

RULE 3-5.2(a), OF THE RULES REGULATING THE FLORIDA BAR, PROVIDES THAT A RESPONDENT SHALL ANSWER A COMPLAINT.