

IN THE SUPREME COURT OF FLORIDA
(Before a Referee)

THE FLORIDA BAR,

Complainant,

v.

KEVIN P. MASON,

Respondent.

Supreme Court Case No.
SC2025-0343

The Florida Bar File Nos.
2019-50,901(15A)
2020-50,083(15A)
2020-50,420(15A)
2021-50,558(15A)
2023-50,167(15A)

REPORT OF REFEREE ACCEPTING CONSENT JUDGMENT

I. **SUMMARY OF PROCEEDINGS**

The undersigned was appointed as referee under R. Regulating Fla. Bar 3-7.6 to preside over the proceedings in this case.

On March 13, 2025, The Florida Bar (the bar) filed its complaint against the respondent in these proceedings. The Supreme Court of Florida entered an order on March 13, 2025, designating the Chief Judge of the Seventeenth Judicial Circuit of Florida to appoint a referee in this case. On March 17, 2025, The Honorable Jack Tuter appointed the undersigned to serve as the referee.

Throughout these proceedings, the bar was represented by bar counsel Joi L. Pearsall. The respondent was represented by Andrew Scott Berman.

The parties presented a written Conditional Guilty Plea for Consent Judgment to the undersigned for consideration. Respondent has waived his right to a probable cause finding by the grievance committee as to The Florida Bar File Nos. 2019- 50,420(15A), 2020-50,083(15A), 2021-50, 558(15A), and 2023-50,167(15A) and consents to these files being included in the instant proceeding.

I recommend that respondent's Conditional Guilty Plea for Consent Judgment be approved, for the reasons set forth herein.

All of the pleadings, responses, exhibits received in evidence, and this report constitute the record in this case and are filed with the Supreme Court of Florida.

II. FINDINGS OF FACT

A. Jurisdictional Statement. The respondent is, and at all times mentioned during these proceedings was, a member of The Florida Bar, subject to the jurisdiction and Rules Regulating The Florida Bar adopted by the Supreme Court of Florida.

B. Narrative Summary Of Case.

1. As to The Florida Bar File No. 2019-50,901(15A):
Respondent was the proprietor of the law firm Kevin Mason, P.A. Respondent represented Jonathan Bassford in matters related to the client's outstanding student loan balance. The client signed a limited scope

legal services agreement (LSA) with Kevin Mason, P.A. and he remained a client of respondent when Kevin Mason, P.A. converted to GM Law Firm, LLC. Respondent ended his association with GM Law in late December 2016. From the start of the representation through December 31, 2016, the client paid respondent approximately \$10,000.00 in attorney's fees. Respondent's law firm sent letters to the client's creditors and other entities on the client's behalf. During the relevant period, neither respondent, nor counsel affiliated with his law firm served as counsel for the client in any active litigation. The total fee collected by respondent exceeded a reasonable fee considering the services provided to the client. Respondent failed to reasonably explain to the client at the start of the representation the extent to which his credit rating could be adversely affected upon entering the LSA. Respondent's conduct as described above violated the following R. Regulating Fla. Bar: 4-1.5(a) (excessive fees); 4-1.4(b) (duty to explain matters to client); and 4-8.4(a) (misconduct and minor misconduct).

2. As to The Florida Bar File No. 2020-50,083(15A):

Respondent was the manager of the law firm GM Law, LLC. The client Patricia Crimmins was a co-signer on her daughter's student loans. GM Law represented the client in matters related to her daughter's outstanding student loan balance. Subsequently, the client became aware that the student loan had become delinquent. Respondent failed to ensure at the start of the representation that the client was aware of the possibility of the student loan accounts becoming delinquent if the student loan payments stopped prior to achieving a final resolution with the creditor. Respondent's conduct as described above violated the following R. Regulating Fla. Bar: 4-1.4(b) (duty to explain matters to client).

3. As to The Florida Bar File No. 2020-50,420(15A):

Respondent was the proprietor of the law firm Kevin Mason, P.A. Respondent represented Pura Jackson in matters related to her outstanding student loan balances. The client signed a limited scope legal services representation agreement with respondent and thereafter remitted monthly attorney's fees to respondent's firm. During the legal representation, the creditor notified the client that her student loan had become delinquent. Respondent failed to ensure that the client was aware at the start of the representation that there was a possibility of her student loan accounts becoming delinquent if the client stopped making her student

loan payments prior to achieving a final resolution with the creditor. Respondent's conduct as described above violated the following R. Regulating Fla. Bar: 4-1.4(b) (duty to explain matters to client).

4. As to The Florida Bar File No. 2021-50,558(15A):

Respondent represented Elizabeth Ripoli in matters related to the client's outstanding student loan balances. The client signed a limited scope legal services representation agreement with Kevin Mason, P.A. and she remained a client of respondent when Kevin Mason, P.A. converted to GM Law Firm, LLC. The client remitted monthly attorney's fees to respondent's law firm. Respondent's law firm sent letters to the client's creditors and other entities on the client's behalf. During the relevant period, neither respondent nor any counsel affiliated with his law firm served as counsel of record for the client in any active litigation. Respondent failed to ensure that the client was aware at the start of the representation that there was a possibility of her student loan accounts becoming delinquent if the client stopped making her student loan payments prior to achieving a final resolution with the creditor. After respondent ended his association with GM Law, the client reached a confidential settlement agreement with GM Law. Respondent's conduct as described above violated the following R. Regulating Fla. Bar: 4-1.4(b) (duty to explain matters to client).

5. As to The Florida Bar File No. 2023-50,167(15A):

Respondent represented Zachary Hodges in matters related to the client's outstanding student loan balances. Respondent was the proprietor of the law firm Kevin Mason, P.A. The client signed a limited scope legal services agreement (LSA) with Kevin Mason, P.A. and he remained a client of respondent when Kevin Mason, P.A. converted to GM Law Firm, LLC. The client remitted monthly attorney's fees. Respondent's law firm sent letters to the client's creditors and other entities on the client's behalf. Respondent failed to ensure that the client was aware at the start of the representation that there was a possibility of his student loan accounts becoming delinquent if the client stopped making his student loan payments prior to achieving a final resolution with the creditor. Approximately five months after the client signed the LSA, respondent ended his association with GM Law. Respondent's conduct as described

above violated the following R. Regulating Fla. Bar: 4-1.4(b) (duty to explain matters to client).

III. RECOMMENDATIONS AS TO GUILT

I recommend that the respondent be found guilty of violating the following Rules Regulating The Florida Bar:

As to The Florida Bar File No. 2019-50,901(15A): Rule 4-1.5(a) (excessive fees); Rule 4-1.4(b) (duty to explain matters to client); and Rule 4-8.4(a) (misconduct and minor misconduct).

As to The Florida Bar File No. 2020-50,083(15A): Rule 4-1.4(b) (duty to explain matters to client).

As to The Florida Bar File No. 2020-50,420(15A): Rule 4-1.4(b) (duty to explain matters to client).

As to The Florida Bar File No. 2021-50,558(15A): Rule 4-1.4(b) (duty to explain matters to client).

As to The Florida Bar File No. 2023-50,167(15A): Rule 4-1.4(b) (duty to explain matters to client).

IV. PERSONAL HISTORY AND PAST DISCIPLINARY RECORD

Before recommending discipline under R. Regulating Fla. Bar 3-7.6(m)(2)(D), I considered the following personal history of the respondent:

Age: 52

Date admitted to the Bar: September 19, 2000.

Prior Discipline: None.

V. STANDARDS FOR IMPOSING LAWYER SANCTIONS

I considered the following Florida Standards for Imposing Lawyer Sanctions before recommending discipline:

7.1 Deceptive Conduct or Statement and Unreasonable or Improper Fees

7.1(c) Public reprimand is appropriate when a lawyer negligently engages in conduct that is a violation of a duty owed as a professional and cause injury or potential injury to a client, the public, or the legal system.

I find the following aggravating factors:

3.2(b)(9) substantial experience in the practice of law.

I find the following mitigating factors:

a. 3.3(b)(1) absence of prior disciplinary history.

b. 3.3(b)(5) full and free disclosure to the bar or cooperative attitude toward the proceedings.

VI. CASE LAW

I considered the following case law before recommending discipline:

The Florida Bar v. Kavanaugh, 915 So. 2d 89 (Fla. 2005). The Court approved the referee's recommendation and imposed the sanction of a public reprimand and restitution against a lawyer who was found in violation of R. Regulating Fla. Bar 4-1.5(a) (excessive fees).

VII. RECOMMENDATION AS TO DISCIPLINARY MEASURES TO BE IMPOSED

I recommend that the respondent be found guilty of misconduct justifying disciplinary measures and be disciplined by:

- A. Public reprimand administered by publication in the *Southern Reporter*.
- B. Respondent must participate in The Florida Bar's Fee Arbitration Program with Jonathan Bassford, the complaining witness in Florida Bar File No. 2019-50,901(15A) by signing a fee arbitration agreement and providing the signed fee arbitration agreement to the bar's headquarters office within 30 days of the date of the Supreme Court of Florida's order approving this consent judgment. Jonathan Bassford may elect not to participate in fee arbitration. Respondent will be bound by the decision of the arbitrator and make payment in full within 30 days of the award becoming final if an award is made to Jonathan Bassford. Failure to abide by the decision of the arbitrator is in direct violation of the Court's order and will result in respondent becoming delinquent and ineligible to practice law.
- C. Respondent must participate in The Florida Bar's Fee Arbitration Program with Pura Jackson, the complaining witness in Florida Bar File No. 2020-50,420(15A) by signing a fee arbitration agreement and providing the signed fee arbitration agreement to the bar's headquarters office within 30 days of the date of the Supreme Court of Florida's order approving this consent judgment. Pura Jackson may elect not to participate in fee arbitration. Respondent will be bound by the decision of the arbitrator and make payment in full within 30 days of the award becoming final if an award is made to Pura Jackson. Failure to abide by the decision of the arbitrator is in direct violation of the Court's order and will result in respondent becoming delinquent and ineligible to practice law.
- D. Respondent must pay restitution to Zachary Hodges, the complaining witness in Florida Bar File No. 2023-50,167(15A), in the amount of

\$1,538.70 and submit verifiable proof of payment and its receipt to The Florida Bar at its headquarters address in Tallahassee within sixty (60) days of the date of the Supreme Court of Florida's order approving this consent judgment. Verifiable proof of payment consists of a copy of the front and back of the negotiated check or a copy of the check and certified return receipt. If respondent cannot locate Zachary Hodges after a diligent search, respondent must execute and submit an affidavit of diligent search to The Florida Bar at its headquarters address in Tallahassee and must pay the full amount of the restitution to The Florida Bar's Clients' Security Fund within sixty (60) days of the date of the Court's order. If respondent does not pay restitution within the agreed time frame, respondent is deemed delinquent and ineligible to practice law under R. Regulating Fla. Bar 1-3.6(d).

E. Payment of the bar's discipline costs.

VIII. STATEMENT OF COSTS AND MANNER IN WHICH COSTS SHOULD BE TAXED

I find the following costs were reasonably incurred by The Florida

Bar:

Administrative Fee	\$1,250.00
Court Reporters' Fees	\$330.00
 TOTAL	 \$1,580.00

I recommend that the above costs be charged to the respondent and that interest accrue at the statutory rate. If the respondent does not satisfy the cost judgment within 30 days of the judgment becoming final, the respondent will be delinquent and ineligible to practice law under R.

Regulating Fla. Bar 1-3.6, unless otherwise deferred by the Board of
Governors of The Florida Bar.

Dated this 11 day of August, 2025.



Honorable Olga Levine, Referee
100 N. Pine Island Rd., Ste 270
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Filed with the Supreme Court of Florida via the Florida Courts E-Filing
Portal with copies served via the Portal to:

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