IN THE SUPREME COURT OF FLORIDA
(Before a Referee)

THE FLORIDA BAR,

Complainant,

v.

MICHAEL PAUL BRUNDAGE,

Respondent.

Supreme Court Case
No. SC22-595

The Florida Bar File Nos.
2019-10,566 (6E),
2019-10,685 (6E),
2020-10,237 (6E),
2020-10,566 (6E)

______________________________/

REPORT OF REFEREE

I. SUMMARY OF PROCEEDINGS

Pursuant to the undersigned being duly appointed as referee to conduct disciplinary proceedings herein according to Rule 3-7.6, Rules of Discipline, the following proceedings occurred:

On April 29, 2022, The Florida Bar filed its Complaint against Respondent. The undersigned was appointed on May 3, 2022. On October 7, 2022 the Bar filed a Motion for Extension of Time to File Report of Referee after the parties advised the undersigned that they were engaged in good faith negotiations and requested an additional 60 days to negotiate. On October 7, 2022 the request was granted. A Final Hearing occurred on January 13, 2023. Evan Rosen, Bar counsel, appeared on behalf of The Florida Bar. Respondent appeared *pro se*. Prior to the final hearing, the parties submitted a 'STIPULATION TO LIMIT PROOF AT TRIAL' that included 105 points of facts stipulated to in the matter. At the Final Hearing, the parties further stipulated to the entry of exhibits listed one (1) through thirty (30) on 'THE FLORIDA BAR'S FINAL LIST OF WITNESSES AND DOCUMENTS PURSUANT TO PRETRIAL ORDER' served January 11, 2023. At the Final Hearing, witness for the Bar, attorney Jerry T. Theophilopoulos testified via Zoom. Respondent testified on his own behalf.

At the conclusion of the presentation of evidence Respondent requested written argument as to the facts in evidence and as to guilt. The Bar had no objection and Respondent's request was granted. Respondent also requested written argument in lieu of the scheduled hearing on sanction(s), if applicable. The Bar had no objection and Respondent's request was granted. Both parties subsequently submitted written memoranda containing argument on both the guilt and sanction phase.

All items properly filed including pleadings, recorded testimony (if transcribed), exhibits in evidence and the report of referee constitute the record in this case and are forwarded to the Supreme Court of Florida.

II. FINDINGS OF FACT

Jurisdictional Statement. Respondent is, and at all times mentioned during this investigation was, a member of The Florida Bar, subject to the jurisdiction and Disciplinary Rules of the Supreme Court of Florida.

Narrative Summary Of Case

TFB File No. 2019-10,566 (6E): Respondent represented clients Thomas Daake and Adele Daake ("Daakes") in actions in both Florida and Georgia against C-D Jones & Company ("CD Jones"), a construction company. The Daakes later sued Respondent and Respondent's firm, in Hillsborough County Case No. 2016-CA-006491 (TFB 1). Respondent testified that this civil matter was a professional malpractice claim involving the same issues articulated in this this Bar complaint regarding Respondent and his firm's representation of the Daakes in relation to CD Jones. Respondent testified that the parties entered a confidential settlement to resolve the professional malpractice lawsuit.

Respondent and the Bar's Stipulation as to facts sets forth the following: In October of 2004 the Daakes commenced an action in Walton County, Florida against CD Jones, the builder of their home, for improper and incomplete construction. Until 2006, CD Jones was owned by Dennis Jones and Cynthia Jones. Upon information and belief, and in anticipation of a judgment in the matter, CD Jones made numerous transfers to various transferees. In July 2009, a jury verdict was entered in favor of the Daakes. As a result of the jury verdict, CD Jones filed a voluntary petition for Chapter 7 bankruptcy in the Northern District of Florida. On October 1, 2009, a Final Judgment was entered in the Walton County matter in favor of the Daakes against CD Jones for an amount exceeding 5 million dollars (Stipulation 1-10).

In August 2010, the Daakes retained Respondent to represent them in connection with the Chapter 7 bankruptcy matter and to pursue alleged fraudulent transfers made by CD Jones to various transferees, including but not limited to a $750,000.00 wire transfer from CD Jones to Dennis Jones and Cynthis Jones through a bank in Rabun County, Georgia. It was alleged that the funds were used by the Joneses to acquire and construct a mountain home in Dillard, Georgia (Stipulation 11-13).

In pursuit of this transfer and others, on February 22, 2012, Respondent filed a Complaint on behalf of the Daakes against the Joneses in the Superior Court of Rabun County, Georgia (Stipulation 14; TFB 2). At the time Respondent filed the Complaint, Respondent was not licensed to practice law in Georgia (Stipulation 15). At the time Respondent filed the Complaint, Respondent had not applied for an order granting *pro hac vice* admission (Stipulation 16). On February 23, 2012, Respondent recorded a *lis pendens* against the Jones' mountain home in Georgia (Stipulation 17).

Shortly after filing the matter in Rabun County, Georgia, Respondent transferred firms. Respondent's new firm retained counsel from Georgia to represent the Daakes in the Rabun County matter (Stipulation 19). The counsel for the Georgia firm subsequently terminated its relationship with Respondent, Respondent's firm, and the Daakes (Stipulation 20).

Respondent assured the Daakes that an attorney from his firm who was licensed in Georgia would appear in the matter on their behalf. On October 15, 2012, an associate of Respondent's firm who held a valid Georgia law license filed an Amended Complaint in the Rabun County matter (Stipulation 21,22).

On October 18, 2012, the Rabun County Superior Court served a Notice to Attorneys of Record in Cases Ready for Trial ("Notice"), which was mailed to Respondent's address of record (Stipulation 23).

The Notice directed Respondent and/or local counsel to take specific actions, including to submit a pretrial information form to the court by November 12, 2012, appear for a calendar call and pretrial conference on November 27, 2012, and file a consolidated proposed pretrial order by January 2, 2013 (Stipulation 24). The Notice stated that "if plaintiff fails to timely file a pretrial information form, the Court will dismiss the complaint without prejudice at the calendar call" (Stipulation 25).

No pretrial information form was filed on behalf of the Plaintiffs (Stipulation 26). No counsel appeared on behalf of the Plaintiffs at the Calendar Call and/or Pretrial Conference (Stipulation 27).

On November 28, 2012, the Rabun County Superior Court entered an Order involuntarily dismissing the matter for want of prosecution citing Respondent and counsel's failure to "file a pretrial information form or answer ready at the call of the calendar" (Stipulation 28).

On or about April 23, 2014, the Daakes received an e-mail communication from Respondent notifying them for the first time that the Rabun County matter had been dismissed (Stipulation 29).

At Final Hearing, Respondent testified that the statute of limitations had likely run on all three specific causes of action and the specific counts filed in the Rabun County Complaint by the time the Daakes were notified. When questioned, Respondent could not recall why the Daakes were not notified of the dismissal from November 2012 until April 2014.

On June 13, 2012, during the pendency of the Rabun County, Georgia matter, Respondent commenced an action in Escambia County, Florida against certain transferees who allegedly received transfers from CD Jones (Exhibit 5). Respondent failed to take any action on the Escambia County matter following the filing of the Complaint in the case (Stipulation 30, 31). The matter remained dormant for nearly two years and was dismissed with prejudice on September 10, 2014 (Stipulation 32).

Concurrently, Respondent represented the Daakes in the CD Jones bankruptcy matter and three related adversarial proceedings. Respondent admits that he failed to comply with multiple discovery requests in the concurrent matters, and that the bankruptcy court sanctioned the Daakes on May 28, 2014, and August 26, 2014 (Stipulation 33-36; Exhibit 7).

On May 26, 2016, the bankruptcy trustee and the defendant-transferee in the adversarial cases filed three Joint Motions for Sanctions for Bad Faith Conduct ("Joint Sanctions Motions") as to Respondent. Prior to the filing of the Joint Sanctions Motions, in early April of 2016, the Daakes replaced Respondent with substitute counsel (Stipulation 36, 37).

<u>TFB File No. 2019-10,685 (6E):</u> Respondent was retained by Raymond and Isabella Yosuico ("Yosuicos") to assist with filing a Chapter 13 bankruptcy in October 2018 (Stipulation 38). The parties agree to the basic facts of the matter: Respondent received $2,250.00 from the Yosuicos and prepared a bankruptcy petition, schedules, summary of assets and liabilities, and statement of financial affairs on their behalf (Stipulation 39). Respondent admitted he failed to execute a written contract for his services as required by United States Bankruptcy Code (Stipulation 40).

Respondent admitted that he filed inaccurate documents on behalf of the Yosuicos; documents that the Yosuicos neither reviewed nor executed under penalty of perjury (Stipulation 44). Respondent admitted that he failed to accurately report the filing fee remittances received from the Yosuicos (Stipulation 41). Respondent admitted that he failed to file a disclosure of attorney compensation throughout the duration of the proceeding (Stipulation 42). Respondent admitted that he failed to review the final version of the bankruptcy documents with the Yosuicos prior to filing (Stipulation 43).

Respondent admitted that he prepared document(s) falsely stating the Yosuicos had received a briefing from an approved credit counseling agency within 180 days before the filing of the bankruptcy petition. Respondent admitted he prepared document(s) falsely stating the court filing fees would be paid contemporaneous with the case filing. Respondent also admitted he prepared document(s) falsely stating that the Yosuicos had only provided $1,750.00 to Respondent (Stipulation 45-47).

On January 15, 2019, the Yosuicos' case was dismissed by order of the court (Stipulation 48).

On January 28, 2019, the United States Trustee filed Notice of Rule 2004 examination of the Debtors (The Yosuicos') and motion to keep the matter open through March 29, 2019. The Yosuicos also filed a motion for disgorgement of the fee paid to Respondent (Stipulation 49-50).

On February 27, 2019, the United States Bankruptcy Trustee filed a Stipulation executed by Respondent and the United States Bankruptcy Trustee for Region 21 that outlined the deficiencies in Respondent's handling of the Yosuicos' matter (TFB 8). Respondent agreed to disgorge all fees and payments received and pay a civil penalty of $500 to the United States Trustee (Stipulation 52).

At the Final Hearing, Respondent testified that any mistakes in the filing of the Yosuicos matter were minor and that no harm came to the Yosuicos. In her sworn inquiry and complaint to The Florida Bar, Ms. Yosuicos states that harm was caused by Respondent's handling of her bankruptcy matter. Specifically, Ms. Yosuicos states:

> ...I am filing this complaint to ensure this does not happen to another unsuspecting family, already in duress, again. As you can see, Mr. Brundage was to have disgorged our retainer within five days of March 1, 2019 and we could not re-file a new bankruptcy case until he did, nor could we afford to pay our new attorney...As a work-at-home mom of two school-aged children, one with special needs, and the wife of an addictions counselor of very modest means, we were very reluctantly filing bankruptcy...Mr Brundage's failures have caused us not only very practical harm, but very extreme stress, that the compensation provided by the Stipulation and Agreement cannot begin to cover. (TFB 8, pg. 1-2).

Ms. Yosuico stated that Respondent's services were misleading, negligent, and destructive. Ms. Yosuico stated that Respondent "...repeatedly lied to my face, over and over, even when confronted with incontrovertible facts" (TFB 8, pg. 2).

<u>TFB File No. 2019-10,237 (6E):</u> In March 2018, Elias Kastrandas, the eventual client of Respondent, contacted insurance agent George Kouskoutis at Anclote Insurance regarding assistance with a business dispute. Mr. Kouskoutis then directed Mr. Kastrandas to William Planes, Sr. at Coast to Coast Group (Stipulation 53, 54). The referee received evidence that Mr. Kastrandas is a Greek national, and that Mr. Kouskoutis as well as Mr. Planes Sr. are both, at the least, part of the Greek community and able to communicate in Greek. Mr. Planes Sr. subsequently arranged a meeting on March 20, 2018, with Mr. Kastrandas and Respondent at Mr. Planes Sr.'s office at the business of Coast to Coast Group in Palm Harbor, FL (Stipulation 55).

At the March 20, 2018, meeting, Mr. Kastrandas, Respondent, and Mr. Planes Sr. came to a preliminary agreement as to the terms of representation that would be undertaken on Mr. Kastrandas' behalf (Stipulation 56). Respondent testified as to the representation, and that he was retained to handle a business dispute between Mr. Kastrandas and another individual. As part of the agreement, Respondent agreed to represent Mr. Kastrandas at a cost of $350.00 per hour (Stipulation 57). Mr. Kastrandas signed a letter of engagement with Respondent reflecting such on March 21, 2018 (Stipulation 58).

On or about March 21, 2018, Respondent retained Mr. Planes Sr. and Coast to Coast Group as a financial advisor and consulting expert for matters associated with Mr. Kastrandas' case. (Stipulation 59). Respondent failed to advise Mr. Kastrandas that he had incorporated Coast to Coast Group for Mr. Planes Sr., and/or had a previous relationship with him (TFB 9).

After Respondent was retained by Mr. Kastrandas, he sent correspondence to Mr. Planes Sr. stating that Respondent's firm would be retaining Mr. Planes Sr. and Coast to Coast Group as a financial advisor and non-testifying consulting expert in the Kastrandas matter. Mr. Planes Sr. subsequently signed the letter acknowledging acceptance of the terms (Stipulation 60, 61). Sometime thereafter a Memorandum Confirming Engagement and Compensation was created (Stipulation 62). Mr. Kastrandas denies that he ever signed the Memorandum Confirming Engagement and Compensation (Stipulation 63).

The Memorandum Confirming Engagement and Compensation provided that Mr. Planes Sr. and Coast to Coast Group would be paid on a contingency basis 20% of the favorable award (Stipulation 64). Subsequently, via an inquiry and complaint filed with The Florida Bar, Mr. Kastrandas alleged that Mr. Planes Sr. has unilaterally enforced the terms of the Memorandum Confirming Engagment and Compensation (TFB 9). Specifically, Mr. Planes Sr. has taken $400,720.00 for his "contingency fee of 20.00%" per the contract that Mr. Planes Sr. claims Mr. Kastrandas signed.

The referee heard testimony from attorney Jerry Theophilopouos who the Bar called on behalf of complainant, Mr. Kastrandas. The referee heard testimony from Mr. Theophilopoulos that he currently represents Mr. Kastrandas regarding the claim against Mr. Planes Sr. and Coast to Coast Group. Mr. Theophilopoulos testified that at all times relevant to this complaint, Mr. Kastrandas was an elderly man, suffering from Parkinson's disease, who is a Greek national, communicates fluently in Greek, but not in English, and speaks broken English. Mr. Theophilopoulos testified that he himself speaks fluent Greek and is able to communicate with Mr. Kastranadas in that manner.

Respondent testified similarly that Mr. Kastranadas was a Greek national, whose first language was Greek. Respondent acknowledged that he could not communicate in Greek with Respondent and testified that he would utilize either Mr. Planes Sr. or Mr. Kouskoutis to translate his conversations with Respondent. No evidence was provided indicating that anyone other than Mr. Planes Sr. or Mr. Kouskoutis provided such services during all times relevant for the referee's consideration. The referee heard testimony of Mr. Planes Sr.'s reputation in the community at the time he was retained in Mr. Kastrandas' matter, and information regarding prior convictions for fraudulent activity. News articles regarding Mr. Planes Sr.'s prior involvement in fraudulent activity were attached to Mr. Kastranadas' complaint (TFB 9).

On or about August 28, 2018, Respondent favorably settled the litigation in the Sixth Judicial Circuit, case styled 2018-CA-002845, Elias Kastrandas v. Christopher P. Tsavoussis, et al, wherein he recovered substantial funds that were due in connection with Mr. Kastrandas' interests in two Florida Limited Liability companies, the matter for which he was retained. (Stipulation 65, TFB 10).

On or about August 28, 2018, Respondent, Mr. Kastrandas, Mrs. Kastrandas, and Mr. Planes Sr. all attended a settlement meeting at the offices of Coast to Coast Group Inc. in Palm Harbor, FL (Stipulation 66). At the meeting, Respondent had Mr. Kastrandas sign a wire transfer of the settlement funds directly from opposing counsel to Mr. Planes Sr. and Coast to Coast Group (Stipulation 67). Respondent signed as a witness to this wire transfer (Stipulation 68).

Respondent testified that he had no actual knowledge of where the funds recovered in relation to his representation of Mr. Kastrandas in 2018-CA-002845 went. Respondent testified that both Mr. Planes Sr. and Mr. Kouskoutis were present at the meeting where the wire transfer to Mr. Planes Sr. took place. Respondent testified that he believed one or both individuals translated what he believed to be appropriate information to Mr. Kastrandas. At no time did Respondent have any knowledge of the information that was actually provided in Greek to his client by Mr. Planes Sr. or Mr. Kouskoutis. At no time did Respondent have any knowledge of the information that was actually provided in Greek, from his client to Mr. Planes Sr. or Mr. Kouskoutis.

Respondent testified that he received his payment of fees for the representation from Mr. Planes Sr. Respondent testified that following the settlement, the funds were wired directly from opposing counsel to Mr. Planes Sr. and Mr. Planes Sr. provided Respondent the funds he was due for his representation. Respondent admitted that he failed to provide the client a breakdown of the distribution before or soon thereafter the transfer of funds. Respondent admits the client disputes how the funds were distributed. Respondent testified he has no knowledge of where the funds are but that he does not have possession of the funds.

The referee heard evidence that multiple days after the funds were wired, Mr. Planes Sr. provided Mr. Kastrandas with a spreadsheet stating how the settlement proceeds would be distributed, including the contingency fee of 20% to Mr. Planes Sr. and Coast to Coast Group. Upon being notified via spreadsheet of this proposed distribution of funds, on or about September 7, 2018, Mr. Kastrandas objected to the disbursement of 20% of the funds to Mr. Planes Sr. and Coast to Coast Group (Stipulation 69, 70). Mr. Kastrandas denies any agreement existed between him and Coast to Coast Group or Mr. Planes Sr. Mr. Kastrandas claims his signature on the relevant Memorandum was forged (TFB 9). Respondent testified that Mr. Kastrandas contacted law enforcement, but that no charges were ultimately brought.

Attorney Theophilopoulos spoke regarding the harm caused to Mr. Kastrandas due to the loss incurred by the taking of the disputed funds by Mr. Planes. Specifically, Mr. Kastrandas was forced to continue to pay high interest rates on a mortgage of an out-of-state retail property that he was hoping to pay off with some or all of the $400,720.00.

<u>TFB File No. 2020-10,566 (6E):</u> Respondent was retained in 2017 by Harry G. Patsalides ("Patsalides") to appeal multiple orders from the Municipal Code Enforcement Board of the City of Tarpon Springs (Stipulation 71).

In the first matter, as to a property at 385 Whitcomb Blvd., the Municipal Code Enforcement Board found Mr. Patsalides' property to be overgrown and in repeat violation of municipal code. Mr. Patsalides was ordered to pay a $200.00 per day fine from the September 20, 2017 date of inspection to the compliance date of September 23, 2017, plus an additional cost of $120.50 (Stipulation 72, 73).

On November 15, 2017, Respondent filed a notice of appeal and attached the relevant Municipal Code Enforcement Board Order in case number 17-000051-AP in and for Pinellas County, Florida. Respondent subsequently filed an initial brief on March 27, 2018 (Stipulation 74, 75; TFB 12,13). On April 27, 2018, the court entered an order striking Respondent's initial brief (Stipulation 76; TFB 14).

Respondent was ordered to file and serve an amended appendix that complied with Rules of Appellate Procedure within 45 days of the entry of the order. Respondent's initial brief and appendix failed to include a transcript prepared by a court reporter as well as photographs and documents that were presented for consideration during the hearing as required by the rules, and instead relied on the improper transcript (Stipulation 77– 79; TFB 14).

On June 25, 2018, the court entered an Order Noticing Impending Dismissal for Failure to File Initial Brief and provided Respondent 10 days from the entry of the order to provide the previously requested documents, indicating failure to comply would constitute grounds for dismissal (Stipulation 80; TFB 15). On July 31, 2018, the court entered an order dismissing the appeal due to Respondent's failure to comply with the prior court orders (Stipulation 81; TFB 16).

On March 10, 2018, Respondent filed a notice of appeal as to another property of Mr. Patsalides, 201 N. Pinellas Ave., which was assigned case number 18-000015-AP in and for Pinellas County, Florida. On April 6, 2018, the court entered an Order Directing Appellant To File And Serve Amended Notice of Administrative Appeal finding Respondent's notice of appeal did not conform with the requirements of Florida Rules of Appellate Procedure (Stipulation 82, 83; TFB 18, 19). Respondent was ordered to file a notice that complied with the Florida Rules of Appellate Procedure within 15 days from the date of the order or the matter would be dismissed (Stipulation 84). Respondent filed a motion for extension of time, which was granted, and Respondent was given until June 1, 2018, to file and serve the Amended Notice of Administrative Appeal. Respondent was again notified that failure to comply with the order could result in the matter being dismissed (Stipulation 85, 86).

Respondent failed to take any further action on the matter (Stipulation 87). On July 24, 2018, the court entered an Order Dismissing Appeal finding Respondent failed to comply with the prior court order (Stipulation 88; TFB 20).

On February 20, 2020 Mr. Patsalides submitted an inquiry/complaint to the Bar. Mr. Patsalides stated that he retained Mr. Brundage to handle the appeal of the alleged code enforcement violations in 18-000015-AP. Mr. Patsalides complaint stated that he had only recently learned of the July 2018 dismissal, had located the order of his own accord, and was never informed of it by the Respondent (TFB 11).

On March 10, 2018, Respondent filed a notice of appeal as to another of Mr. Patsalides' properties, 443 Riverside Drive. The matter was assigned case number 18-000016-AP in and for Pinellas County, Florida. On April 17, 2018, the court entered an Order Directing Appellant To File And Serve Amended Notice of Administrative Appeal finding Respondent's Notice of Appeal did not conform with the requirements of Florida Rules of

Appellate Procedure. Respondent was ordered to file a Notice of Appeal that complied with Florida Rules of Appellate Procedure within 15 days from the date of the order or the matter would be dismissed (Stipulation 89-92; TFB 22, 23).

On May 23, 2018, the court entered an Order to Show Cause Why Appeal Should Not Be Dismissed for Failure To Respond To Court Order (TFB 24). The court ordered Respondent to show cause why the appeal should not be dismissed for failure to comply with the April 21, 2018, order within 10 days or the matter would be dismissed (Stipulation 93, 94).

Respondent failed to take any further action in the matter (Stipulation 95). On July 13, 2018, the court entered an Order Dismissing Appeal finding Respondent failed to comply with the prior court orders (Stipulation 96; TFB 25).

On February 20, 2020 Mr. Patsalides submitted an inquiry/complaint to the Bar for this specific matter (TFB 11). Mr. Patsalides stated that he retained Mr. Brundage to handle the appeal of the alleged code enforcement violations in the matter 18-000016. He stated that he recently learned of the July 2018 dismissal, that he had located the Order of his own accord, and was not informed of it by the Respondent (TFB 11).

On March 10, 2018, Respondent filed a notice of appeal as to another property of Mr. Patsalides located on 210 N. Pinellas Ave. The matter was assigned case number 18-000017-AP in and for Pinellas County, Florida On April 6, 2018, the court entered an Order Directing Appellant To File And Serve Amended Notice of Administrative Appeal finding Respondent's Notice of Appeal did not conform with the requirements of Florida Rules of Appellate Procedure. Respondent was ordered to file a Notice of Appeal that complied with Florida Rules of Appellate Procedure within 15 days from the date of the order or the matter would be dismissed (Stipulation 97- 100; TFB 27, 28). Respondent filed a motion for extension of time, which was granted, and Respondent was given until June 1, 2018, to file and serve the Amended Notice of Administrative Appeal (Stipulation 101). Respondent was again notified that failure to comply with the order could result in the matter being dismissed (Stipulation 102). Respondent failed to take any further action in the matter (Stipulation 103). On July 24, 2018, the court entered an Order Dismissing Appeal finding Respondent failed to comply with the prior court orders (Stipulation 104; TFB 29).

On February 20, 2020 Mr. Patsalides submitted an inquiry/complaint to the Bar for this specific matter. Mr. Patsalides stated that he retained

Mr. Brundage to handle the appeal of the alleged code enforcement violations in the matter 18-000017-AP. He stated that he just learned the appeal had been dismissed previously, on July 13, 2018, and had located the Order, that he was not informed of, online for the first time (TFB 11).

Respondent testified on his own behalf as to the allegations. Respondent testified that the lawsuits were "not winners", but that their filing was part of a larger plan to force the city's hand. Respondent does not deny that he failed to inform Mr. Patsalides of the dismissals.

III. <u>RECOMMENDATIONS AS TO GUILT.</u>

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

Rule 4-1.1 (Competence);

Rule 4-1.2 (a) (Objectives and Scope of Representation);

Rule 4-1.3 (Diligence);

Rule 4-1.4 (a) and (b) (Communication);

Rule 4-1.6 (b) and (c) (Confidentiality of Information);

Rule 4-3.2 (Expediting Litigation);

Rule 4-3.4 (b) and (c) (Fairness to Opposing Party and Counsel);

Rule 4- 8.4 (a),(c), and (d) (Misconduct); and

Rule 5-1.1 (a) and (b) (Trust Accounts).

IV. STANDARDS FOR IMPOSING LAWYER SANCTIONS

I considered the following Standards prior to recommending discipline:

Standard 4.1 Failure to Preserve Client Property

4.1(b) Suspension is appropriate when a lawyer knows or should know that the lawyer is dealing improperly with client property and causes injury or potential injury to a client.

Standard 4.4 Lack of Diligence

4.4(b) Suspension is appropriate when a lawyer causes injury or potential injury to a client and:

(1) knowingly fails to perform services for a client; or

(2) engages in a pattern of neglect with respect to client matters.

Standard 6.1 False Statements, Fraud, and Misrepresentation:

6.1(b) Suspension is appropriate when a lawyer knows that false statements or documents are being submitted to the court or that material information is improperly being withheld and takes no remedial action.

V. CASE LAW

I considered the following case law prior to recommending discipline:

The Florida Bar v. John Douglas Anderson, SC20-1642 (Fla. 2022)

The Florida Bar v. Mayowa F. Odusanya, No. SC19-1309 (Fla. 2020)

The Florida Bar v. Mark Ellis Solomon, SC20-1816 (Fla. 2021)

VI. RECOMMENDATION AS TO DISCIPLINARY MEASURES TO BEAPPLIED

I recommend that Respondent be found guilty of misconduct justifying disciplinary measures, and that be disciplined by:

A. One-year suspension.

B. Payment of The Florida Bar's costs in these proceedings ($3,295), as provided in the Bar's Statement of Costs.

VII. PERSONAL HISTORY, PAST DISCIPLINARY RECORD

Prior to recommending discipline pursuant to Rule 3-7.6(m)(1)(D), I considered the following:

Personal History of Respondent:

Age: 62

Date admitted to the Bar: 10/16/1986

Aggravating Factors:

3.2(b)(4) (Multiple Offenses): Respondent's misconduct involved four clients and multiple differing offenses;

3.2(b)(9) (Substantial Experience In The Practice of Law).

Prior Discipline: None.

Mitigating Factors:

Respondent has no prior disciplinary record, pursuant to 3.3(b)(1) and cooperated with the proceeding, pursuant to 3.3(b)(5).

Dated this 28th day of February, 2023.

/S/
Jessica G. Costello, Referee

Original To:

Clerk of the Supreme Court of Florida; Supreme Court Building; 500 South Duval Street, Tallahassee, Florida, 32399-1927

Conformed Copies to:

Michael Paul Brundage, 100 Main St Ste 204, Safety Harbor, FL 346953668, mpbrundagelaw@gmail.com,

Evan D. Rosen, Tampa Branch Office, 2002 N. Lois Ave., Suite 300 Tampa, Florida 33607-2386, erosen@floridaBar.org

Patricia Ann Toro Savitz, Staff Counsel, The Florida Bar, 651 E Jefferson Street, Tallahassee, FL 32399-2300, psavitz@floridaBar.org