

IN THE SUPREME COURT OF FLORIDA
(Before a Referee)

THE FLORIDA BAR,

Complainant,

v.

ARAM CALDARERA BLOOM,

Respondent.

Supreme Court Case
No. SC23-139

The Florida Bar File
No. 2021-70,182 (11L)

Received, Clerk, Supreme Court

JUL 12 2023

REPORT OF REFEREE ACCEPTING CONSENT JUDGMENT

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, review of a Conditional Guilty Plea for Consent Judgment was undertaken. All of the pleadings are forwarded with this report and constitute the record in this case.

The following attorneys acted as counsel for the parties:

On behalf of The Florida Bar:

Jennifer R. Falcone, Bar counsel
444 Brickell Avenue, Suite M-100
Miami, Florida 33131

On behalf of respondent:

Aram Caldarera Bloom, *pro se*
10800 Biscayne Blvd., Ste 600
Miami, FL 33161

Respondent submitted a Conditional Guilty Plea for Consent Judgment (hereinafter "consent judgment") which has been approved and signed by respondent and Bar counsel. The consent judgment provides that respondent be suspended from the practice of law for a period of ninety-one (91) days and pay the Bar's disciplinary costs in this proceeding.

II. FINDINGS OF FACT

In his consent judgment, respondent admits certain factual matters which I hereby accept and adopt as the findings of fact in this case, to wit:

A. Guy Chartrand is the President and Chief Executive Officer of Trandworld, Inc. ("Trandworld"), a South Florida-based general construction and remodeling company. He first retained respondent to represent Trandworld on a variety of matters beginning in 2011. During this period, Attorney Bloom worked for Shapiro, Blasi, Wasserman & Hermann, P.A. There were no issues with respondent's representation of Trandworld from 2011 through 2018.

B. Trandworld retained Attorney Bloom in or around March 2018 (at a rate of \$300/hour) to pursue litigation against Justin Rubin and Catalina Martinez (the "Homeowners") for breach of contract, quantum meruit, and foreclosure on a claim of lien for unpaid labor, services, and

materials, in the amount of \$157,032.99, furnished to the Homeowners (the "Lawsuit").

C. At the time respondent filed the lawsuit against the Homeowners, respondent was employed by Wilson, Elser, Moskowitz, Edelman & Dicker LLP ("Wilson Elser"). During the pendency of Trandworld's litigation against the Homeowners, respondent left Wilson Elser and joined Hinshaw & Culbertson ("Hinshaw").

D. After he filed the lawsuit, respondent did very little to advance Mr. Chartrand's case. Respondent did not take any depositions or serve written discovery. Rather, he missed deadlines and was non-responsive to client communications.

E. In response to the lawsuit, the Homeowners filed a counterclaim against Trandworld, alleging breach of contract and fraudulent lien. On November 7, 2018, the Homeowners filed a motion for partial summary judgment on Trandworld's lien-foreclosure claim and their counterclaim for fraudulent lien.

F. Respondent failed to file a written response to the summary judgment motion. On May 23, 2019, the day of the hearing on the motion for summary judgment, respondent submitted an affidavit signed

by Mr. Chartrand for purposes of opposing the motion. The affidavit appears to have been submitted to create fact issues related to the construction contract and payments due thereunder. However, it appears the trial court did not consider the affidavit, as it was not timely filed.

G. At some point after the hearing on the motion for summary judgment, respondent told Mr. Chartrand that the court ruled against Trandworld. Respondent stated he was unclear about what the court's ruling meant for Trandworld's lien rights against the Homeowners.

H. However, pursuant to the court's ruling, Trandworld was required to release its current lien on the Homeowners' property.

Respondent did not inform Mr. Chartrand of this requirement, or take any other action to contest the ruling.

I. Mr. Chartrand reported that his discussion with respondent about the summary judgment ruling was one of his final conversations with respondent. Between June and September 2019, Mr. Chartrand made numerous attempts to communicate with respondent by email and by telephone to no avail. At this point, respondent was still employed by Hinshaw. Mr. Chartrand left messages with respondent's

assistant at Hinshaw but never received a call back or an email from respondent.

J. On June 6, 2019, counsel for the Homeowners sent correspondence to respondent requesting that Trandworld comply with the court's order to release the lien on the Homeowners' property. Mr. Chartrand states that he was never made aware of this correspondence, nor did respondent instruct him to release the lien.

K. On June 18, 2019, the Homeowners filed a Motion to Discharge the claim of lien and also sought sanctions against Trandworld. Mr. Chartrand states that respondent never informed him this motion was filed.

L. On August 22, 2019, the court held a hearing on the Motion to Discharge. Respondent did not attend the hearing, and Mr. Chartrand states that respondent did not inform him that the hearing was scheduled.

M. At the August 22, 2019, hearing, the court entered an order (the "August 2019 Order") requiring Mr. Chartrand to execute and record a Release of Lien.

N. The August 2019 Order also stated that Mr. Chartrand would be assessed a \$500.00 per day penalty if he failed to release the lien within 10 days. Mr. Chartrand states he was never made aware of this requirement and only learned of it after hiring new counsel in September 2019.

O. Ultimately, Mr. Chartrand was ordered to pay \$17,000.00 in sanctions for failure to comply with the August 2019 Order. Mr. Chartrand's new attorney attempted to have the sanctions order set aside due to respondent's failure to inform Mr. Chartrand of the court's order. The court denied this request, noting that the issue was between Mr. Chartrand and respondent, not the court. Mr. Chartrand ultimately executed the release and paid the \$17,000.00 penalty.

III. RECOMMENDATIONS AS TO GUILT

I recommend that respondent be found guilty of violating the following Rules Regulating The Florida Bar: Rules 4-1.1 (Client-Lawyer Relationship; Competence), 4-1.3 (Diligence), 4-1.4 (Communication), 4-1.16 (Declining or Terminating Representation), and 4-3.2 (Expediting Litigation).

IV. RECOMMENDATION AS TO DISCIPLINARY MEASURES TO BE APPLIED

Having reviewed the record of these proceedings, I find that respondent's plea and recommendation of The Florida Bar as to terms of discipline are both fair to the respondent and is in the best interest of the public. Respondent has presented mitigation to The Florida Bar in order to resolve this case. Accordingly, I recommend that respondent be found guilty of misconduct justifying disciplinary measures, and that respondent receive the following discipline:

- A. Suspension for a period of ninety-one (91) days.
- B. Payment of the disciplinary costs in this proceeding.

Respondent will eliminate all indicia of respondent's status as an attorney on email, social media, telephone listings, stationery, checks, business cards office signs or any other indicia of respondent's status as an attorney, whatsoever.

V. PERSONAL HISTORY AND PAST DISCIPLINARY RECORD

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

Age: 47

Date admitted to the Bar: October 23, 2009

Prior Discipline: Respondent received a grievance committee admonishment which became final on September 21, 2020, in *The Florida Bar File No. 2019-70,227(11G)*.

Aggravating Factors (Florida Standards for Imposing Lawyer Sanctions):

3.2(b)(1) prior disciplinary offenses

Mitigating Factors (Florida Standards for Imposing Lawyer Sanctions):

- 3.3(b)(2) absence of a dishonest or selfish motive;
- 3.3(b)(3) personal or emotional problems;
- 3.3(b)(5) full and free disclosure to the bar or cooperative attitude toward the proceedings;
- 3.3(b)(10) interim rehabilitation;
- 3.3(b)(11) imposition of other penalties or sanctions; and
- 3.3(b)(12) remorse.

The instant disciplinary matter arose during the same time period as a prior offense, in which respondent received an admonishment for minor misconduct. At that time, respondent was experiencing severe emotional distress from a difficult divorce. This matter did not proceed through the disciplinary system contemporaneously with the prior offense because of the related malpractice action filed against respondent and his prior law firm, arising from the instant facts. Complainant received a settlement from that malpractice suit.

Respondent has been cooperative with the Bar throughout the instant disciplinary action, and is remorseful for his neglect of the client's matter. Respondent accepted full responsibility for his actions and voluntarily withdrew from representing clients for over two years in 2020 - 2022 as a result of these matters.

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

I have reviewed The Florida Bar's Motion to Assess Costs and find the following costs were reasonably incurred by The Florida Bar:

Administrative costs.....	\$1,250.00
TOTAL	\$1,250.00

It is recommended that such costs be charged to respondent and that interest at the statutory rate shall accrue and that should such cost judgment not be satisfied within thirty days of said judgment becoming final, respondent shall be deemed delinquent and ineligible to practice law, pursuant to R. Regulating Fla. Bar 1-3.6, unless otherwise deferred by the Board of Governors of The Florida Bar.

Dated this 28 day of June, 2023.



Honorable Myriam Lehr, Referee

Original To:

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

Conformed Copies to:

Aram Calderera Bloom, Respondent; aram.b@mgroupllc.com

Jennifer R. Falcone, Bar Counsel; jfalcone@floridabar.org

Patricia Ann Toro Savitz, Staff Counsel; psavitz@floridabar.org