

IN THE SUPREME COURT OF FLORIDA

THE FLORIDA BAR,

Complainant,

v.

TRAVIS RICHARD WALKER,

Respondent.

Supreme Court Case  
No. SC

The Florida Bar File Nos.

2023-30,391(07B); 2023-30,531(07B);  
2023-30,599(07B); 2023-30,649(07B);  
2024-30,003(07B); 2024-30,076(07B);  
2024-30,119(07B); 2024-30,296(07B);  
2024-30,332(07B)

**CONDITIONAL GUILTY PLEA FOR CONSENT JUDGMENT**

COMES NOW, the undersigned respondent, Travis Richard Walker, and files this Conditional Guilty Plea pursuant to Rule 3-7.9 of the Rules Regulating The Florida Bar.

1. Respondent is, and at all times mentioned herein was, a member of The Florida Bar, subject to the jurisdiction of the Supreme Court of Florida.

2. Respondent is currently the subject of a Florida Bar disciplinary matter which has been assigned The Florida Bar File Nos. 2023-30,391(07B), 2023-30,531(07B), 2023-30,599(07B), 2023-30,649(07B), 2024-30,003(07B), 2024-30,076(07B), 2024-30,119(07B), 2024-30,296(07B), and 2024-30,332(07B).

3. As to the above-referenced The Florida Bar files, respondent waives the right to a probable cause hearing before a grievance committee and stipulates to a finding of probable cause in reference to this matter.

4. Respondent is acting freely and voluntarily in this matter and tenders this Plea without fear or threat of coercion. Respondent is represented in this matter by Lewis Wilson Murphy, Jr. and Warren William Lindsey.

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

A. Admonishment in writing by the grievance committee chair upon the Court's approval of the consent judgment.

B. Participation in the Fee Arbitration Program of The Florida Bar with his clients, Laurence J. Knox, Brian J. Fischer, Lana Kowalski, William McKenna, Sonia Amber, James Horton, Avery Markowitz, and Richard Crandall. Respondent must comply with this condition of the admonishment by signing a fee arbitration agreement within thirty (30) days of the date of the Supreme Court of Florida order. Respondent agrees to be bound by the decision of the arbitrator and make payment in full within the time frame specified in the award or within thirty (30) days of the award becoming final, if an award is given to the client. Failure to abide by the

decision of the arbitrator is in direct violation of this order and will result in respondent being deemed delinquent. In order for The Florida Bar's Fee Arbitration Department to proceed, respondent must first submit an application to the Fee Arbitration Coordinator, The Florida Bar, 651 East Jefferson Street, Tallahassee, Florida 32399-2300, 800-342-8060, within thirty (30) days of the court's order. Respondent must provide proof of submission of this application to the bar's headquarters office.

C. Completion of an office procedures and record-keeping analysis by and under the direction of the Diversion/Discipline Consultation Service (DDCS). Respondent shall contact DDCS within thirty days of the Court's order approving the consent judgment in order to schedule a DDCS review. The DDCS analysis shall consist of, at a minimum, an initial review and a final review confirming compliance with any recommendations made by DDCS. DDCS may require additional interviews or reviews as it may, in its sole discretion, deem necessary or advisable. Respondent shall comply with and implement, at respondent's sole cost and expense, all recommendations made by DDCS within sixty days of the recommendation. The minimum fees and costs to be associated with this DDCS review shall be \$2,000.00. DDCS will provide the Lawyer Regulation Department of The Florida Bar with status reports as to ordered analysis.

D. Respondent must attend the Trust Accounting Workshop within 6 months of the date of the order of the Supreme Court of Florida and pay the \$750.00 fee associated with this program prior to attendance.

E. Payment of the disciplinary costs in this matter.

6. The following allegations provide the basis for respondent's guilty plea in this matter:

A. During a time when his law firm was expanding in size, respondent at times did not adequately supervise his staff resulting in allegations of neglect and lack of adequate communication as to some client matters and of disputes with some clients as to the appropriateness of fees charged for legal services provided.

B. As to TFB File No. 2023-30,391(07B), Mr. Knox hired respondent for a small claims matter regarding a canceled extended warranty refund issue with Harley Davidson. Mr. Knox expected that respondent send a demand letter and file suit if necessary. The dealership received the demand from respondent. Mr. Knox received invoices from respondent for billing for office conferences and emails for the next few months. Mr. Knox called to find out when the suit would be filed and asked them to get a court date. Mr. Knox did not feel the billing was justified by the services received and terminated the representation. Respondent

stated that the hourly rates and billing explanations were within the representation agreement. Respondent advised that the demand letter was drafted and sent to Harley Davidson. Respondent requested additional documents in order to complete the complaint for filing and then prepared and provided a draft complaint for complainant's review. However, unhappy with the delays by respondent's office, Mr. Knox terminated the representation, but the law firm continued to conduct work and bill for it.

C. As to TFB File No. 2023-30,531(07B), Mr. Fischer hired respondent for a probate/trust dispute against a family member in October 2022. Mr. Fischer would receive invoices from respondent reflecting billing for office conferences and emails. Mr. Fischer believed that respondent was not keeping him updated on the status of the case because he was not included in those conferences regarding the status of case. Mr. Fischer voiced repeated concerns about the invoices received from respondent's firm and did not feel the billing was justified by the services received. Respondent stated that the hourly rates and billing explanations were within the Representation Agreement. Respondent's firm prepared a four-count complaint. Respondent stated that Mr. Fischer attempted to change the terms of the representation agreement and the parties were unable to

reconcile their differences. A motion to withdraw was filed and respondent missed the hearing, so it was rescheduled. Respondent then billed Mr. Fischer for the additional legal work to reschedule.

D. As to TFB File No. 2023-30,599(07B), Ms. Kowalski hired respondent regarding a dispute with a travel insurance company and efforts to bring her ill husband home from international travel. She paid a \$5000.00 non-refundable retainer. Ms. Kowalski was told respondent would send a demand to the travel insurance company immediately and provide daily updates. Ms. Kowalski did not receive updates as requested. Ms. Kowalski facilitated her husband's return and then received an invoice stating there was an office conference discussing a demand for him to return home which was moot. Respondent sent the paperwork to the travel insurance company, but Ms. Kowalski contends that the paperwork was not submitted correctly so she had to resubmit it. Ms. Kowalski requested copies of all documents that were sent to the travel insurance company, and she alleged that she did not receive a timely response due to staffing issues within the firm.

E. As to TFB File No. 2023-30,649(07B), Mr. McKenna hired respondent's firm in relation to a business dispute in April 2022. Mr. McKenna alleged at the conclusion of the representation that the fees billed

by respondent were not justified. Respondent advised that his firm was hired, in part, for a claim of excessive billing against the opposing party in the litigation. Respondent stated that the hourly rates and billing explanations were within the Representation Agreement and were agreed to by Mr. McKenna.

F. As to TFB File No. 2024-30,003(07B), Ms. Amber hired respondent to defend her in a business dispute and to file a small claims lawsuit against the same opposing party. After reviewing the invoices received, Ms. Amber alleged that the services were billed at a rate different from the rates outlined in the representation agreement. Respondent denied the allegations, stated that this is ultimately a fee dispute and Ms. Amber agreed to pay the terms and conditions in the fee agreement. Respondent further asserted that she did not timely pay her invoices requiring him to withdraw from her matter.

G. As to TFB File No. 2024-30,076(07B), Mr. Horton hired respondent to assist him in a paternity action. Mr. Horton alleged that respondent's law firm failed be diligent on his behalf from August of 2022 until February of 2023 due to the turnover of staff in the law firm and failed to communicate as to the status of the case. Mr. Horton also stated that respondent charged excessive fees as a result of him having three new

attorneys during that short period of time. Respondent stated that he was not actively involved in the case. Respondent also stated that substantial work was done by the firm and that while an issue arose regarding proper service of the mother, the court entered an order granting Mr. Horton significant relief and the service issue was resolved. The firm ultimately withdrew in July 2023.

H. As to TFB File No. 2024-30,119(07B), The Florida Bar received a notice of an overdraft in respondent's trust account on August 17, 2023. Respondent's firm intended to issue a check in the amount of \$45,000 from one operating account to another operating account, but mistakenly issued the check from the trust account. Sufficient funds were in the operating account at the time. Based upon the overdraft, the bar conducted a compliance audit of respondent's trust account. The audit revealed that in several instances respondent commingled funds by placing unearned fees in the operating account and then transferring it to the trust account. Respondent also failed to have his trust account registered with the Florida Bar Foundation or labeled as a trust account. Respondent has now properly labeled the account as a trust account. All other trust account records and respondent's recordkeeping was found to be in compliance.

Respondent hired a CPA to ensure compliance with Chapter 5 of the Rules Regulating The Florida Bar.

I. As to TFB File No. 2024-30,296(07B), Ms. Markowitz hired respondent's law firm to assist with a demand letter from a roofing company. Ms. Markowitz alleged that the office failed to communicate with the opposing counsel or conduct any work for two months and overbilled. Ms. Markowitz terminated the representation. Respondent advised that while there was some delay due to a change in staffing, the firm conducted substantial work and that the legal services were terminated after only a few months of representation.

J. As to TFB File No. 2024-30,332(07B), Mr. Crandall hired respondent to assist with his family law matter. Mr. Crandall alleged that respondent overbilled for the legal services. Mr. Crandall also advised that respondent failed to schedule a mediation, failed to take his former wife's deposition, and failed to complete the child support worksheet. Respondent stated that the representation lasted only four months and that his firm was proceeding diligently under the circumstances, and that mediation was not yet ripe to be set during the representation. During that period of time, respondent advised that discovery was ongoing even after the representation concluded.

7. The following rules provide the basis for respondent's guilty plea and for the discipline to be imposed in this matter: 4-1.3 (Diligence); 4-1.4(a) (Communication); 4-1.5(a) (Illegal, Prohibited, or Clearly Excessive Fees and Costs); 4-5.1 (Responsibilities of Partners, Managers, and Supervisory Lawyers) and 5-1.1(a)(1) and (g)(4) (Trust Accounts).

8. In mitigation, respondent has no prior discipline history in his 17 years as a member of the bar [Florida's Standards for Imposing Lawyer Sanctions 3.3(b)(1)], he did not have a dishonest or selfish motive [Florida's Standards for Imposing Lawyer Sanctions 3.3(b)(2)], he fully cooperated with the bar [Florida's Standards for Imposing Lawyer Sanctions 3.3(b)(5)]; he has a good reputation within the legal community; [Florida's Standards for Imposing Lawyer Sanctions 3.3(b)(7)] and he shown remorse [Florida's Standards for Imposing Lawyer Sanctions 3.3(b)(12)].

9. In aggravation, respondent engaged in pattern of misconduct [Florida's Standards for Imposing Lawyer Sanctions 3.2(b)(3)] and has a substantial experience in the practice of law [Florida's Standards for Imposing Lawyer Sanctions 3.2(b)(9)].

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

11. If this plea is not finally approved by the Board of Governors of The Florida Bar and the Supreme Court of Florida, then it shall be of no effect and may not be used by the parties in any way.

12. If this plea is approved, then respondent agrees to pay all reasonable costs associated with this case pursuant to Rule 3-7.6(q) in the amount of \$1,842.16. These costs are due within 30 days of the court order. Respondent agrees that if the costs are not paid within 30 days of this court's order becoming final, respondent shall pay interest on any unpaid costs at the statutory rate. Respondent further agrees not to attempt to discharge the obligation for payment of the Bar's costs in any future proceedings, including but not limited to, a petition for bankruptcy. Respondent shall be deemed delinquent and ineligible to practice law pursuant to Rule 1-3.6 if the cost judgment is not satisfied within 30 days of the final court order, unless deferred by the Board of Governors of The Florida Bar.

13. Respondent acknowledges the obligation to pay the costs of this proceeding and that payment is evidence of strict compliance with the conditions of any disciplinary order or agreement and is also evidence of good faith and fiscal responsibility. Respondent understands that failure to

pay the costs of this proceeding will reflect adversely on any other bar disciplinary matter in which respondent is involved.

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

Dated this 28<sup>th</sup> day of April, 2024.



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TRAVIS RICHARD WALKER  
Law Offices of Travis R. Walker, P.A.  
1100 S.E. Federal Hwy  
Stuart, FL 34994-3808  
Saint Augustine, FL 320843179  
(772) 708-0952  
Florida Bar ID No. 36693  
[traviswalker@traviswalkerlaw.com](mailto:traviswalker@traviswalkerlaw.com)

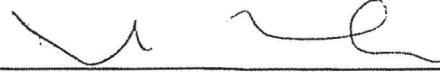
Dated this 29<sup>th</sup> day of April, 2024.



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LEWIS WILSON MURPHY JR.  
Counsel for Respondent  
Murphy & Walker, P.L.  
2001 US Highway 1  
Vero Beach, FL 32960-5493  
(772) 231-1900  
Florida Bar ID No. 909467  
[wmurphy@murphywalker.com](mailto:wmurphy@murphywalker.com)

Dated this 28 day of April, 2024.



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WARREN WILLIAM LINDSEY  
Counsel for Respondent  
Lindsey, Ferry & Parker, P.A.  
P.O. Box 505  
Winter Park, FL 32790-0505  
(407) 644-4044  
Florida Bar ID No. 299111  
[warren@warrenlindseylaw.com](mailto:warren@warrenlindseylaw.com)

Dated this 29<sup>th</sup> day of April, 2024.



CARRIE CONSTANCE LEE  
Bar Counsel  
The Florida Bar  
1000 Legion Place, Suite 1625  
Orlando, Florida 32801-1050  
(407) 425-5424  
Florida Bar ID No. 552011  
[clee@floridabar.org](mailto:clee@floridabar.org)  
[dsullivan@floridabar.org](mailto:dsullivan@floridabar.org)  
[orlandooffice@floridabar.org](mailto:orlandooffice@floridabar.org)