

IN THE SUPREME COURT OF FLORIDA

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Chief Deputy Clerk

DANIEL MONES, P.A.,

Petitioner,

vs.

CASE NO. 66,296

JEFFREY SMITH, et al.,

Respondents.

INITIAL BRIEF OF
PETITIONER, DANIEL MONES, P.A.

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PRELIMINARY STATEMENT

The District Court of Appeal proceedings now being reviewed on the merits were in the nature of interlocutory appeal. The "record" before that court was, pursuant to Rule 9.130, the appendix to brief of appellant. Petitioner will cite to that appendix by the reference "R" and appropriate page number.

Petitioner has prepared and submitted with this brief an appendix and will cite to same by the reference "A" and appropriate page number.

Petitioner, Daniel Mones, P.A., will be referred to as "petitioner" and respondents will be referred to collectively as "respondents."

STATEMENT OF THE CASE AND FACTS

While these proceedings are now on the merits, the record and the issues before this Court are very narrow. The limited scope of the issues before this Court does not, however, diminish the great significance of those issues to petitioner and to all members of The Florida Bar.

This case concerns the right of petitioner to a charging lien and retaining lien against settlement proceeds secured by petitioner for his former clients. The trial court's order protected those lien rights during trial proceedings. The decision of the district court would erroneously extinguish them.

In encapsulated description, after an accounting to respondents of money held by petitioner and fees owed him, a dispute arose and petitioner sued respondents, his former clients, for unpaid attorney's fees and equitable relief (R 1-9). At time of suit petitioner retained in his possession \$21,000 of a total of \$36,000 in settlement proceeds he had recovered as attorney for respondents. Respondents moved for a preliminary order requiring petitioner to immediately pay to them the remainder of the settlement proceeds petitioner had recovered in representing respondents in a mechanics' lien action (R 13-19, A 1-7). Petitioner opposed the motion, asserting a charging lien for fees earned in representing respondents in the mechanics' lien action (\$14,400) and a retaining lien as to those fees and as to

substantial unpaid fees for other representation (over \$30,000) (R 66-83, A 8-25).

The trial court denied respondents' motion (R 84, A 26) and respondents appealed this non-final order. The District Court of Appeal, Third District, reversed, holding that, even assuming all fees claimed were due and payable to petitioner:

1. Petitioner could have no charging lien because he had not filed notice and had his lien entitlement determined in the original mechanics' lien action.
2. Petitioner could have no retaining lien for unrelated representation because a retaining lien cannot be imposed against an attorney's trust account.
3. The settlement proceeds in question should immediately be transferred to respondents.

Smith, et al. v. Daniel Mones, P.A., 458 So.2d 796 (Fla. 3d DCA 1984).

Petitioner sought discretionary review by this Court, and a stay of mandate pending review in the district court. Upon denial of stay by the district court, and like denial in the circuit court after deposit of the funds in the registry of the court, petitioner sought an emergency

stay from this Court to prevent premature disbursement of the funds from the registry to respondents.

By Order of January 11, 1985, this Court granted petitioner's motion and stayed proceedings below pending further order of this Court. By Order of April 19, 1985, this Court accepted jurisdiction and directed filing of briefs.

Because of the preliminary nature of respondents' motion in the trial court, and the interlocutory nature of appeal proceedings in the district court, the "record" is quite limited.

Pursuant to Rule 9.130, Florida Rules of Appellate Procedure, the "record" in the district court consisted of the appendix to appellants' brief in the District Court of Appeal, Third District. That appendix was 86 pages in length, including 35 pages of copies of cases and other legal authorities (R 1-86). The materials before the trial court with respect to the petitioner's lien entitlement included the requisite accounting to respondents of the fees due him (R 72, A 14); a transcript of the final phase of settlement of the earlier mechanics' lien action (R 73-81, A 15-23); and the affidavit of Jack Wynn, former officer of respondent, reciting that petitioner had been duly employed as attorney to pursue the earlier mechanics' lien action on a contingent fee basis (R 82-83), A 24-25).

It is petitioner's contention that:

1. As attorney for respondents, he recovered a total settlement of \$36,000 in the mechanics' lien representation, of which he retained \$21,000 in his possession until he paid the sum of \$22,000 into the registry of the court.

2. Pursuant to his employment and providing of services in the mechanics' lien matter he was owed \$14,400 in fees, with respect to which he had both a charging and retaining lien against the funds in his possession.

3. Pursuant to his employment by respondents in other matters, he was owed approximately \$30,000, with respect to which he had a retaining lien against the funds in his possession

The trial court's order did not purport to determine petitioner's ultimate entitlement to attorney's fees, or to be a final decision on the merits as to petitioner's lien rights. It denied the respondents' motion for immediate, interlocutory payment over of the funds, holding in pertinent part:

THIS CAUSE previously having come on to be heard on May 10, 1984, on Defendants SMITH and FIRST IMPRESSIONS' Motions seeking return of settlement proceeds, and the Court having heard argument of counsel and having been furnished Memorandums of Law with respect to the parties' positions, and being otherwise fully advised in the premises, it is

ORDERED and ADJUDGED that said Motions be, and the same are hereby denied.

DONE and ORDERED in Miami, Dade County, Florida,
this 8 day of June, 1984.

The decision of the District Court of Appeal, Third District, reversing the above-quoted order was not based upon any holding that petitioner had not contracted for attorney's fees or was not entitled to recovery of all fees sought. To the contrary, the district court stated that it assumed for its purposes that all fees claimed by petitioner were due and owing. Smith, et al. v. Daniel Mones, P.A., 458 So.2d 796, 797 (Fla. 3d DCA 1984).

The district court held that, assuming without deciding all fees were now due and owing, petitioner could impose neither charging nor retaining lien and the moneys should immediately be paid over to respondents, irrespective of unpaid obligation for attorney's fees.

SUMMARY OF ARGUMENT

This is a case wherein an attorney, petitioner, is being deprived by the district court of both a charging lien and retaining lien to which he is clearly entitled under Florida law.

As attorney for respondents, petitioner pursued a mechanics' lien action and, through his labors, secured a settlement from third parties in the total amount of \$36,000. Respondents had received the initial \$15,000 in settlement proceeds. Petitioner retained the final \$21,000 in settlement proceeds in his possession and rendered to respondents an accounting reciting his entitlement to \$14,400 in fees for services in the mechanics' lien action (then fully settled) and over \$30,000 in fees for other services.

Upon dispute, petitioner, still in possession of the \$21,000 settlement proceeds, sued respondents. Respondents filed a motion requesting immediate possession of the funds, which motion the trial court denied.

On interlocutory appeal the district court reversed, held that petitioner could not impose either a charging or retaining lien, and directed that the funds be immediately paid over to respondents. This decision was clearly erroneous.

The district court held that petitioner could assert no charging lien against the fund in his possession because he had not filed notice and secured a determination

of his entitlement in the original mechanics' lien action which, upon settlement, had been dismissed with prejudice.

This was clear error. A charging lien is available to an attorney to secure his payment for fees earned in securing for his client the money or property against which the lien is asserted, and the only requirement for perfecting a charging lien is timely notice. Sinclair, etc. & Zavertrnik v. Baucom, 428 So.2d 1383 (Fla. 1983). A charging lien may be asserted or pursued in the original action, but it may also be pursued in a separate action. See Scott v. Kirtley, 113 Fla. 637, 152 So. 721 (1934), and other cases cited in Point I hereinafter.

Possession of the res by the attorney is not essential to a charging lien, but notice (by separate suit) while the res remains in the attorney-lienor's possession is clearly timely. Recognition of the lien may be afforded in both law and equity when the res is in the possession of the attorney-lienor and his former client seeks to deprive him of it. Nichols v. Kroelinger, 46 So.2d 722, 724 (Fla. 1950).

The effect of the decision of the district court, if not reversed, will be to destroy petitioner's charging lien rights and allow respondents to take their settlement while refusing to pay petitioner for securing it. This result is not authorized under Florida law, In Re Warners Estate, 35 So.2d 296 (Fla. 1948), and has been described by this Court as "reprehensible." Nichols v. Kroelinger,

46 So.2d 722 (Fla. 1950). The decision of the district court, holding that petitioner may not impose a charging lien, should be reversed and expressly disapproved.

The district court also held that petitioner could assert no retaining lien on the funds, citing The Florida Bar v. Bratton, 413 So.2d 754 (Fla. 1982), for the proposition that a retaining lien could not be imposed against an attorney's trust account. This, too, was clear error.

Under Florida law an attorney has a possessory retaining lien on his client's moneys in his possession, which can be asserted to enforce all debts owed by the client to the attorney. Conroy v. Conroy, 392 So.2d 934 (Fla. 2d DCA 1980); Dowda and Fields, P.A. v. Cobb, 452 So.2d 1140 (Fla. 5th DCA 1984).

The Florida Bar v. Bratton, 413 So.2d 754 (Fla. 1982), merely holds that such a retaining lien is not available against funds which have been entrusted to an attorney by his client for a special purpose. It has no application to funds secured by the attorney from third parties through judgment or settlement.

The decision of the district court denying petitioner's retaining lien entitlement should also be expressly disapproved and reversed.

The funds in question are now on deposit in the registry of the trial court. This Court should, upon reversal of the district court's erroneous decision, direct that

said funds be retained in the registry until final adjudication of petitioner's entitlement and, only then, disbursed in accordance with that final adjudication.

ARGUMENT

POINT I

THE DISTRICT COURT OF APPEAL, THIRD DISTRICT, ERRED IN HOLDING THAT AN ATTORNEY'S LIEN ON SETTLEMENT PROCEEDS IS EXTINGUISHED UNLESS NOTICE IS FILED, AND THE LIEN PURSUED, IN THE INITIAL, SETTLED CASE.

In the instant case the preliminary or interlocutory proceedings giving rise to appeal involved retention by petitioner of \$21,000 in settlement proceeds. Petitioner had represented respondents in an earlier mechanics' lien action and, through his efforts and labors, secured a total settlement of \$36,000, of which the \$21,000 was part.

After settlement of the original mechanics' lien action petitioner rendered an overall accounting to respondents reflecting fees owed to petitioner of \$14,400 for the mechanics' lien action representation (40% of \$36,000 recovery by settlement) and a balance of approximately \$30,000 owed for separate, earlier representation (A 14).

A dispute arose between the parties and, while retaining the settlement proceeds, petitioner instituted two actions (ultimately consolidated) in circuit court against respondents. Respondents filed in the trial court a pleading entitled "Verified Motion for Emergency Relief." In opposition to the motion petitioner submitted the affidavit of Jack Wynn, a former officer respondent First Impressions, Inc., reciting

that petitioner had been employed on a contingency fee basis in the earlier mechanics' lien action (A 24-25).

The parties also filed legal memoranda, with petitioner asserting therein his entitlement to a charging lien for his fees in the mechanics' lien action (\$14,400) and a retaining lien as to the balance (\$6,600).

By an interlocutory order entitled "Order on Return of Settlement Proceeds," the trial court denied the motion of respondents (A 26). Respondents took interlocutory appeal of the denial order to the District Court of Appeal, Third District.

The District Court of Appeal reversed, holding, in pertinent part that, even assuming all legal fees claimed by petitioner were due and owing, he was entitled to no charging lien on the settlement proceeds in his possession. Smith, et al. v. Daniel Mones, P.A., 458 So.2d 796 (Fla. 3d DCA 1984). In reversing, the District Court held and announced that in order to assert or perfect a charging lien petitioner was required to have filed notice of charging lien in the earlier mechanics' lien action and have his entitlement to lien determined in that earlier action.

This holding and decision was clear error and must be reversed. This Court considered the nature of, and prerequisites for, an attorney's charging lien in Sinclair, etc. & Zavertnik v. Baucom, 428 So.2d 1383 (Fla. 1983). In pertinent part this Court held at pages 1384 and 1385:

The charging lien is an equitable right to have costs and fees due an attorney for services in the suit secured to him in the judgment or recovery in that particular suit. It serves to protect the rights of the attorney. Worley v. Phillips, 264 So.2d 42 (Fla. 2d DCA 1972). Charging liens have been recognized in Florida for more than a century. See, e.g., Carter v. Davis, 8 Fla. 183 (1858); Carter v. Bennett, 6 Fla. 214 (1855); Randall v. Archer, 5 Fla. 438 (1854). The requirements for perfection of this lien are not statutorily imposed. Nichols v. Kroelinger, 46 So.2d 722 (Fla. 1950); St. Ana v. Wheeler Mattison Drugs, Inc., 129 So.2d 184 (Fla. 3d DCA), cert. denied, 133 So.2d 646 (Fla. 1961). Rather, the requirements have developed in case law which has delineated the equitable nature of the lien. See Greenfield Villages. [44 So.2d 679 (Fla. 1950)] (Parenthetical supplied.)

* * *

Finally, the remedy is available where there has been an attempt to avoid the payment of fees, Worley v. Phillips, or a dispute as to the amount involved. Renno v. Sigmon; Kurzweil v. Simon, 204 So.2d 254 (Fla. 3d DCA 1967). Again, the record before us shows a dispute as to the amount of the attorneys' fees. . . .

There are no requirements for perfecting a charging lien beyond timely notice. . . .

It is clear that petitioner, having secured the settlement proceeds for respondents through his services as attorney for respondents in the earlier mechanics' lien suit, was entitled to assert a charging lien against those proceeds.

It is equally clear that an attorney's charging lien may be asserted either in the original action or by separate action. Separate actions asserting charging liens have been approved time and again for over a century.

Randall v. Archer, 5 Fla. 438 (1853); Alyea v. Hampton, 112 Fla. ^{20K}61, 150 So. 242 (1933); Scott v. Kirtley, 113 Fla. 637, 152 So. 721 (1934); Foreman, et al. v. Kennedy, 156 Fla. 219, 22 So.2d 890 (1945); Greenfield Villages, Inc. v. Thompson, 44 So.2d 679 (Fla. 1950).

While a separate suit for enforcement of an attorney's charging lien was equitable in nature, this Court held in Nichols v. Kroelinger, 46 So.2d 722 (Fla. 1950), that:

Courts of law may take cognizance of the lien when the res is in possession of the lienor and the owner is seeking to deprive him of it.

Nichols v. Kroelinger, *supra*, at p. 724.

With the merger of law and equity in Florida the former distinction is removed, but it is absolutely clear that the trial court in the instant case could "take cognizance" of petitioner's lien entitlement. The res was in petitioner's possession, and respondents, by interlocutory motion, were trying to deprive him of it.

As noted above, this Court has specifically held that the only requirement for perfecting a charging lien is timely notice. A separate action, filed while the proceeds are in the attorney-lienor's possession, clearly constitutes adequate and timely notice. "Timely," in this context, merely requires that the attorney assert his claim before the occurrence of such an event as good-faith satisfaction of a judgment upon which the attorney claims a lien.

In the instant case petitioner filed his actions against respondents almost immediately upon dispute arising regarding his fee entitlement. There has been no showing whatsoever that there was prejudicial delay in the institution of proceedings, or that rights of third parties have somehow come into play.

In the instant case the District Court's attempted adjudication and extinguishment of petitioner's charging lien rights were clearly erroneous. This Court, in In Re Warners Estate, 35 So.2d 296 (Fla. 1948), set forth at page 298 the overriding purpose of attorney's charging liens:

The law is settled in this jurisdiction that a litigant should not be permitted to walk away with his judgment and refuse to pay his attorney for securing it.

In Nichols v. Kroelinger, 46 So.2d 722 (Fla. 1950), this Court stated at page 724 that "no laborer is better entitled to have his charging lien secured than an attorney" and further held that it is "reprehensible" to allow the client to deprive him of payment for his services.

This prohibited result is precisely the effect of the erroneous decision of the District Court of Appeal, Third District. That decision must be reversed.

Before departing this point it is appropriate to note that as matters now stand trial-level proceedings are at an interlocutory stage and no trial has been held. The amount of petitioner's ultimate fee entitlement is not

before this Court, as trial of that issue has been neither reached nor determined.

By like measure, whether petitioner retained the funds in question in his office or trust account is not in issue in these proceedings. In these proceedings dealing with lien rights it is pertinent only that petitioner retained the settlement proceeds in his possession until after the subject action was filed, and subsequently deposited same in the registry of the court. The funds are currently in the registry of the court.

Petitioner emphasizes that these matters are not issues in these proceedings because, to date, respondents have repeatedly attempted to inject argument as to ultimate fee entitlement and other improper matter in defense of the erroneous decision of the district court.

Finally, as to this point, it is clear that the decision of the district court should be disapproved and reversed. This Court should, in so reversing, hold that an attorney such as petitioner, who is in possession of settlement proceeds secured through his labors, may perfect, assert and pursue his charging lien against such funds either through proceedings for enforcement in the original action or by filing of a separate civil action against the former clients.

Additionally, because only the stay entered by this Court prevents payment of the funds in question from

the registry of the court to respondents pursuant to the erroneous decision of the district court, this Court should direct that said funds should be retained in the registry of the circuit court until final adjudication of petitioner's fee entitlement and, only then, disbursed in accordance with the trial court's final judgment.

POINT II

THE DISTRICT COURT OF APPEAL, THIRD DISTRICT, ERRED IN HOLDING THAT AN ATTORNEY'S RETAINING LIEN COULD NOT BE IMPOSED ON SETTLEMENT PROCEEDS SECURED FROM THIRD PARTIES BY THE ATTORNEY'S LABORS AND PLACED IN THE ATTORNEY'S TRUST ACCOUNT.

The preceding point has dealt with petitioner's charging lien against settlement proceeds of the earlier mechanics' lien action. That lien, calculated at 40% of a total recovery of \$36,000, is submitted to be in the amount of \$14,400.

Petitioner retained in his possession (after required reimbursement of \$1,000 to the former adverse parties) a total of \$21,000. The focus of this point is that petitioner also had a valid retaining lien against the entire \$21,000 of settlement proceeds and the district court erred in holding to the contrary.

Without extended repetition, it is noted that petitioner asserted that he was entitled to \$14,400 fees for services in the earlier mechanics' lien action, and to approximately \$30,000 in fees for earlier, separate legal services.

It is established under Florida law that an attorney's retaining lien attaches to the property of a client which comes into the attorney's possession and can be used to enforce all debts owed by the client.

In Goethel v. First Properties, Intern, Ltd., 363 So.2d 1117 (Fla. 3d DCA 1978), the court recognized and enforced the attorney's retaining lien, though approving substitution of cash bond as security in place of the books and records originally held.

In Conroy v. Conroy, 392 So.2d 934 (Fla. 2d DCA 1980), the court held in footnote 1 at page 935, in pertinent part:

Attorneys retaining liens attach to the property of a client which comes into his attorney's possession and can be used to enforce all debts owed by the client to the attorney regardless of whether the property related to the matter for which the money is owed to the attorney. (Emphasis supplied.)

Most recently, in Dowda and Fields, P.A. v. Cobb, 452 So.2d 1140 (Fla. 5th DCA 1984), the court held at page 1142:

In Florida, as in most states, an attorney has a possessory retaining lien on his client's papers, money, securities and other property in his possession and, according to the circumstances, a charging lien on a judgment, award or decree secured by him, or other property recovered for his client for fees and costs due him for services rendered to the client in recovering such judgment or property.

Under the foregoing authorities it is clear that the trial court, being cognizant of petitioner's asserted retaining lien, was empowered to deny respondents' motion for immediate, interlocutory payment over of the monies to them. It is equally clear that the district court of appeal erred in reversing and holding to the contrary.

The sole basis for the district court's erroneous denial of petitioner's retaining lien was stated as follows, in pertinent part:

Finally, a retaining lien could not be imposed on any part of the \$22,000 trust fund because set-offs for past legal services rendered in unrelated cases, as here, cannot be imposed on an attorney's trust account. The Florida Bar v. Bratton, 413 So.2d 754 (Fla. 1982); Fla. Bar Integr. Rule, Art. XI, Rule 11.02(4).

Smith v. Dan Mones, P.A., 458 So.2d 796, 797 (Fla. 3d DCA 1984).

This holding is a clear misreading and misapplication of The Florida Bar v. Bratton, supra. Before turning to that issue, however, it must be noted that the principle as stated by the district court is inapplicable to the existence of a retaining lien in favor of petitioner for \$14,400 in fees earned in the mechanics' lien action. These fees do not constitute payment for "past legal services rendered in unrelated cases," as stated by the district court. They represent, rather, payment for current legal services in the very case from which the settlement fund was recovered.

Thus, even if the district court's pronouncement of law was correct, which it is not, it is clearly inapplicable and would not bar petitioner's retaining lien as to \$14,400 earned in the mechanics' lien action. It is equally clear that, even if petitioner's charging lien rights failed as to this sum, which they did not, petitioner would enjoy a retaining lien for said sum.

Equally, if not more, important is the patent misreading of The Florida Bar v. Bratton, 413 So.2d 754 (Fla. 1982), and misapplication of that case to recovered settlement proceeds simply because they were, upon receipt, placed in petitioner's trust account.

In The Florida Bar v. Bratton, *supra*, the client had himself paid and entrusted to the attorney \$10,000 for the specific purpose of posting bond in a foreclosure proceeding. This Court held that the attorney's assertion of a retaining lien was without merit, stating at page 755:

Respondent argues that he held a lien on the \$10,000 and was entitled to retain it. Although article XI, rule 11.02(4) provides for retention of money or property upon which a lawyer has a lien and for 'payment of agreed fees from the proceeds of transactions or collections,' these provisions are not applicable when funds have been entrusted for a specific purpose and there is no agreement for payment of fees therefrom. An attorney must not allow his claim of a fee for past services rendered to conflict with his duties as a trustee when entrusted with money for a specific purpose of his client. This potential conflict is resolved by a general principle of law, cited by the referee, that property delivered for a specific purpose is not subject to a retaining lien. See 7 Am.Jr.2d, Attorneys at Law, § 318 (1980).

Thus, this Court acknowledged the general availability of an attorney's retaining lien, whether or not the funds in question have been placed in the attorney's trust account, but held that property entrusted to the lawyer by the client for a specific purpose is not subject to a retaining lien.

Indeed, the rule is stated at 7 Am.Jur.2d Attorneys at Law §318 (1980), as follows:

[T]he lien does not attach to money or property that a client left with his attorney as a trustee or for a special purpose.

Thus, neither the secondary authority cited by this Court with approval, nor this Court's decision, suggests that monies secured by a lawyer from adversary parties by settlement or judgment are immunized from the attorney's retaining lien. Only moneys entrusted by the client to his lawyer for a special purpose are so immunized.

It is further respectfully submitted that the erroneous reading applied by the District Court of Appeal, Third District, does nothing less than abolish attorney's retaining liens as recognized by this Court and by district courts of appeal in earlier decisions. There is virtually no instance where an attorney ever comes into possession of money from third parties without a concomitant, ultimate obligation to account to his client for the moneys. All such moneys, including judgment and settlement recoveries, are received for the general benefit of the client.

If, however, the receipt of such funds from third parties for the general benefit or account of a client is treated as entrustment for a special purpose, then attorney's retaining liens will have been effectively abolished.

This is the effect of the decision of the district court below. It is neither required nor authorized by The Florida Bar v. Bratton, 413 So.2d 754 (Fla. 1982). The

decision of the district court is clearly in error and should be reversed.

It is further respectfully submitted that, in reversing, this Court should make clear that the restriction on attorney's retaining liens established by The Florida Bar v. Bratton, supra, applies only to moneys or property entrusted (1) by the client (2) for a specific purpose and has no application in circumstances such as those now before the Court.

Finally, as noted in the conclusion of Point I, it is urged that this Court should direct that the funds in question be retained in the registry of the circuit court until final adjudication of petitioner's fee entitlement and, only then, disbursed in accordance with the trial court's final judgment. In this manner petitioner's lien rights will be preserved and protected until the conclusion of the litigation.

CONCLUSION

Based upon the foregoing it is respectfully submitted that the decision of the district court must be reversed. It was clearly within the authority and discretion of the trial court to deny respondents' motion for immediate payment of the settlement proceeds that petitioner had secured through his services.

Petitioner could clearly assert his charging lien in this action where the settlement proceeds, or res, remained in his possession. Assertion of the charging lien in this action satisfied the only prerequisite of timely notice. Petitioner could also clearly assert his retaining lien in this action where the funds in question were not funds entrusted to him by respondents for some special purpose, but were settlement proceeds secured from third parties through petitioner's labors and services.

The decision of the district court to the contrary was clearly erroneous and should be disapproved and reversed. The settlement proceeds in question are now in the registry of the trial court. The district Court's determination that those funds be paid over to respondents should be reversed with instructions that the funds be retained in the registry

to be disbursed upon, and in accordance with, final adjudication of petitioner's entitlement to fees.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing Initial Brief of Petitioner, Daniel Mones, P.A., and separately bound Appendix to Initial Brief of Petitioner, Daniel Mones, P.A., has been furnished by U. S. mail to ROBERT J. LEVINE, ESQ., 155 South Miami Avenue, Penthouse One, Miami, FL 33130, and to MALLORY H. HORTON, ESQ., Suite 410, Concord Building, 66 West Flagler Street, Miami, FL 33130, this 9th day of May, 1985.

Thomas M. Ewing, Jr.
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