IN THE SUPREME COURT OF FLORIDA

THE FLORIDA BAR,

Petitioner,

-vs-

EDWARD B. ROOD,

Respondent.

_____/

Case No. 78,795

TFB No. 90-10,733(13E)
(Heidi Stephenson)

TFB No. 90-11,550(13E)
(Michael Ng)

Case No. 78,741

TFB No. 91-10,534(13E)
(Lakeland Property)

**REPLY BRIEF OF RESPONDENT IN
COUNT I, TFB NO. 90-10,733(13E) HEIDI STEPHENSON**

**REPLY BRIEF OF RESPONDENT IN
TFB NO. 91-10,534(13E) LAKELAND PROPERTY**

**REPLY TO THE BAR'S RECOMMENDATIONS
RE: DISCIPLINE**

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AUTHORITIES

SYMBOLS AND REFERENCES

In this Reply Brief, "T" refers to Transcript of the Referee Hearing in that particular case.

REPLY TO THE BAR'S STATEMENT OF FACTS AND OF THE CASE

Case No. 78,795 (Stephenson)

The Bar does not accept the fact that there is a dispute of what happened to the Guardianship file. There is no doubt concerning the fact that the Personal Injury file remained with the firm. The testimony of Mr. Lopez indicates that except for the letter of Jan Taylor, none of the Guardianship file was found, and that his secretary had to prepare a new Guardianship file in 1989 by going to the Court House and copying all the Guardianship documents. (T-52, 2/13 Grievance Hearing). There is no dispute that when Webster left the firm, he took with him over two hundred files, and Webster was the attorney who handled the Guardianship file and was receiving the Notices even after he left the firm. There is no evidence whatsoever that Webster was allowed to withdraw as the Guardianship attorney. He continued to receive notices even after Heidi became an adult. There is no evidence that I did anything requiring Guardianship expertise.

Anything I did prior to January 1, 1987 is immaterial because on Page 322 of Volume III of the Transcript, the Referee said to Mrs. Mahon: "Let's just say then that the Bar is charging Mr. Rood with no misconduct prior to January 1, 1987." Mrs. Mahon answered: "That's correct." (T-322).

For all of 1987, Webster was the Guardianship attorney and he was never released from that designation.

I had no meetings with Mrs. Stephenson except the one

meeting with her on March 20, 1987. That meeting required no knowledge or experience in Guardianship matters, and the only service requested of me was to explain to the Judge that Mrs. Stephenson had spent Heidi's money and that it would be repaid. Mrs. Stephenson requested no other service of me.

When Mrs. Stephenson and Heidi said Heidi had been paid, I accepted the duty of seeing that Heidi signed an acknowledgement as Judge Alvarez had directed. All the rest of the contact with Mrs. Stephenson and Heidi was by Mr. Lopez.

When Heidi came in on June 20, 1988 and signed the acknowledgement, she was told that if she wanted someone to assist in the closing that she should see Webster or one of the many attorneys who represented her mother.

Even if Mrs. Stephenson had asked me to represent her in the Guardianship case, I would have declined.

A Notice from the Guardianship office came to me in 1989. I didn't know the proper way to handle it, so I turned it over to a lawyer who did, Mr. Lopez.

All I was ever asked to do was as outlined above, and I did it promptly and properly.

If my pro bono assistance to Mrs. Stephenson made me her attorney, then I did just what she asked me to do and did it well. I had Heidi sign an acknowledgement because Judge Alvarez had instructed me to see that she signed an acknowledgement when she was paid.

REPLY ARGUMENT SUMMARY

This Reply Argument Summary will show that the Bar's reliance on the testimony of Mrs. Stephenson and her daughter Heidi is misplaced.

To understand Mrs. Stephenson's actions in this matter, the problems facing Mrs. Stephenson must be understood. First, Mrs. Stephenson wanted to protect her husband from any punishment because he earned the family income. In order to protect him, she wrote in her only letter to me in February 1987 that her husband did not know that she had spent Heidi's money. This written statement turned out to be a lie that she told just to protect him, because it was admitted later that he was the one who actually spent the money (T-198).

The next problem that Mrs. Stephenson concealed from me was that she couldn't pay Heidi until their extra home was sold, and that sale was being delayed by an unexpected lawsuit from a relative who was claiming a part-ownership in the property. She also concealed from me that when she completed that lawsuit, she would collect $45,000.00 cash from the sale. So she needed time to get that lawsuit completed so she chose to get that time by lying to me that Heidi had been paid. In April 1988, I received notice that papers had to be filed. She knew there would be a hearing on June 22, 1988. After receiving that notice, Mrs. Stephenson called me and said Heidi had not been paid. I told her that I would inform the Judge of that at the June

22 hearing, and on May 10 I wrote her saying the same thing. On June 10, a lawyer, Mike Clements, called me saying Heidi's sister was in his office and she had informed him that Heidi had not been paid. I told him that was also my information from Mrs. Stephenson. A few days later, Mrs. Stephenson called me and said Heidi had been paid. She prepared papers herself, or had another lawyer help her, stating Heidi had been paid. She also had Heidi acknowledge payment in my office, and therefore she got more time because the Judge's hearing on June 22 was cancelled, because of her acknowledgement and Heidi's acknowledgement that payment had been made. Mrs. Stephenson's lie alleging payment was successful in that the lawsuit delaying the sale ended in May of 1989, and Mr. and Mrs. Stephenson were paid $45,000.00 cash in June of 1989. (T-190, Line 6-14). A new circumstance caused Mrs. Stephenson not to pay Heidi the entire amount due. Heidi and her child and her husband had become dependent on the Stephensons for food and a place to live (T-191, 318), and apparently for that reason, Mrs. Stephenson decided to pay Heidi only $10,000.00 from the sale, rather than the $17,000.00 due Heidi. ($3,000.00 had been paid in earlier small payments.) Heidi accepted the non-payment of $7,000.00 because at the hearing before Judge Alvarez on September 8, 1989, Judge Alvarez asked Heidi: "Are you interested in receiving the balance of your money?" Heidi said: "It doesn't really matter". Judge Alvarez then asked her if she wanted any security for the $7,000.00 and

she said: "I don't care".

Unfortunately, Mrs. Stephenson chose to continue concealing facts from Judge Alvarez and to conceal from me and to conceal from Mr. Lopez that she had received $45,000.00 cash in June of 1989. That secret was not revealed until the Grievance Hearing in 1991. Had Mrs. Stephenson chosen to tell the truth that she had received the $45,000.00 and that she wanted to pay only $10,000.00 of it to Heidi, it is likely that Judge Alvarez would have approved this since it satisfied Heidi. Mrs. Stephenson failed to tell Mr. Lopez or the Judge that she had received the $45,000.00 in June 1989 because she decided it would be best for her and Heidi to continue to say that Heidi had been paid in full. Heidi even had her acknowledgement witnessed by neighbors, and then two weeks later when Mr. Lopez telephoned her and talked to her when she was alone, she told Lopez the truth that $7,000.00 was still due. Even then, it was not revealed to Lopez or to the Judge that her parents had received $45,000.00 cash.

The Referee concluded that I did not properly handle the Guardianship case. The Bar doesn't allege or prove any poor handling on my part except the alleged false statements. I do a lot of pro bono work, but I've never taken a matter that I didn't know anything about, and I didn't think I did that here. The few things I did, I did well. I did not suspect lies, and certainly Mrs. Stephenson never asked me to be the Guardianship lawyer. Her attorney

in the case delaying the sale of her property was D. Gregory, a Guardianship expert. She also got advice from lawyer Sansone. She only asked me to do things that Gregory would have known to be a lie, so she asked me to do a few things because I didn't know she was lying.

I do not deny that I accepted pro bono duties that had nothing do do with being a Guardianship lawyer, duties that I carried out satisfactorily. The first and perhaps the only duty I accepted was that I agreed with Mrs. Stephenson I would attend a meeting with her scheduled for March 20, 1987 with Judge Alvarez. She explained the problems to me in my office and then I went with her to explain the matter to the Judge. I carried out that duty and reported to her the Judge's wishes and I told her that if she wanted anything else done, she should see Webster, her Guardianship attorney, or one of my partners because I don't handle Guardianship matters. So when I got a Notice that she should file papers or attend a hearing on June 22, 1988, I was surprised when she called me and told me Heidi had not been paid. I felt that I owed the Court the duty to inform him that Mrs. Stephenson had not paid Heidi. So this phone call to me from her stating Heidi had not been paid made it necessary for me to tell the Court that she had not carried out his instruction. So I told her I was going to have to report that failure on her part to the Judge and I wrote her a letter on May 10, 1988 that I was going to do that. Some time between June 12 and June 20, 1988, she telephoned me

and said that Heidi had been paid. I reminded her that the Judge had also said that Heidi should acknowledge the payment, and I thought that because the Judge had told me that Heidi should acknowledge it that I at least had the duty to make sure it was acknowledged. I did that and had a Notary present, and thus I believed that I had carried out my duty. I believe that I did it promptly and that I had received no other request for assistance from her. I believe that she was getting advice elsewhere, and I am certain that I never agreed to do anything for Mrs. Stephenson other than the above-stated matters. A very large part of my law practice is pro bono work, and I am very careful about what duties I accept, and I only accept an attorney/client relationship on work which I am asked to do and which I understand I can perform, and in fifty-one years, I have never had a Grievance Committee Hearing caused by a client.

The Bar did in its Complaint say that before 1987, I did not properly perform a duty, but that allegation turned out to be false and the Bar put in the record that I was not being charged with any disciplinary matter before January 1, 1987. Also, Judge Alvarez testified that he examined the file and the circumstances and that he found no error in what I had done. Except for the allegation that I got them to sign fake statements, there is no allegation in the Complaint that I did anything improper after January 1, 1987. I believed Mrs. Stephenson and Heidi and acted

accordingly.

The Bar states on Page 10, "In January 1987, Respondent assumed the responsibility for his firm's legal representation in the Guardianship case and it says the proof of that is Exhibit 5, 6, 16 and 17. The Bar's reliance on those Exhibits is misplaced and indicates that the Bar didn't read those Exhibits and didn't listen to the only testimony about them.

Exhibit 5 is a letter written by Jan Taylor without my knowledge. She has been one of Webster's secretaries. Exhibit 6 was a Notice for the single purpose of carrying out my agreement to see Judge Alvarez with Mrs. Stephenson to help her explain the reason the money was gone. Exhibit 16 was another letter written by Jan Taylor to Mrs. Stephenson that I never saw or knew about, and Exhibit 17 was the same. As I have pointed out before, the only duty I accepted from Mrs. Stephenson and the only thing she asked me to do was to help explain to the Judge what had happened. I was not to file anything else or do anything else. At that meeting, the Judge told me to tell Mrs. Stephenson that when Heidi was paid that Heidi should acknowledge payment. There was nothing in the meeting with the Judge that indicated I was going to be a Guardianship lawyer in the case. I had not handled Guardianship matters and I certainly didn't agree to start doing it in this case, and Mrs. Stephenson didn't ask me to do anything else. The Bar then says between March 20, 1987 and April 1988, Respondent

failed to determine whether or not the Stephensons had replaced Heidi's Guardianship funds. Here the Bar is ignoring the fact that Webster was the only Guardianship lawyer in 1987 and the fact that Mrs. Stephenson never asked me to be her lawyer. If she had asked, I would have said no. Webster received the notices, I did not.

In 1988, she signed the papers that Heidi had been paid and Heidi herself acknowledged payment. I had no reason to think Mrs. Stephenson was a liar or that Heidi was a liar. In fact, when I taught Ethics at seminars the law was that a lawyer should believe people he was trying to help unless the contrary appeared. I didn't see Mrs. Stephenson acknowledge papers but I did talk to Heidi in my office, and when she told me she had been paid, I had no reason to believe this adult woman was lying. The Bar says that I neglected to file an Inventory and Annual Return of the Guardianship. I was not asked to do that, nor did I know how to do that, and I never accepted the responsibility to do that. Heidi was told, and it is not denied, that if she or her mother wanted help in closing the case they should see one of the many lawyers who were at that time representing them in several various matters, particularly Douglas Gregory, her lawyer in one of the other lawsuits.

After Mrs. Stephenson got my letter of May 10, the Bar put that letter into evidence, and after receiving Mr. Clements' letter, she called me and said that Heidi had been paid in full.

The Bar on Page 12 of its Reply Brief sets out in numbered paragraphs the reasons that my arguments and testimony are not worthy of belief.

1. The Bar's Paragraph 1 lists facts in my favor. Mark Clements called me on June 10, 1988 and told me he had been told that Heidi had not been paid, and I told him Mrs. Stephenson had so informed me. He also wrote a letter to Heidi dated June 10 saying the same thing. He also wrote Heidi that her remedy was to sue her parents. My testimony was exactly the same because my evidence was that Mrs. Stephenson had told me that Heidi had not been paid. Probably after reading Mr. Clements' letter and having received my letter of May 10, Mrs. Stephenson called me stating that Heidi had now been paid. So Mike Clements, a reliable lawyer, agrees with my testimony, and further he testified that Heidi did not attend the meeting, and Heidi again failed to tell the truth and said that she did attend.

2. Barbara Stephenson did testify that I asked her to sign a false return and I testified that that was not true and that she told me around the middle of June 1988 that Heidi had been paid. We now know she said that to me in order to get more time to get the lawsuit settled in which she was to get $45,000.00 cash.

3. Mrs. Stephenson did go into the hospital somewhere around the middle of June 1988. She didn't want Heidi to be alone when she came to my office because Heidi might tell the truth and that would ruin her plan to get more time to

get money to pay Heidi. Thus, she had Kalebra present to be sure Heidi lied and didn't blurt out the truth that she wasn't paid.

4. Kalebra and Heidi did get mixed up on two events at that meeting in my office. One of them testified that I gave them papers for delivery to the mother to sign showing that payment had been made, and the sister denied that. Both of them testified that a Notary was not present and the independent Notary said that she was present.

5. I testified that none of paragraph 5 was true. Kalebra lied in her testimony in that she said that she didn't know much about why she came to my office with Heidi because she didn't know much about the problem. However, she had just been to a lawyer on June 10 to discuss with a lawyer what remedy Heidi had to recover the funds taken from her by her parents.

6. Paragraph 6 has been denied by my testimony and that of Mrs. Barnes, the Notary Public.

7. Kalebra did testify as stated. I testified that her testimony was untrue. Actually Kalebra's lie was not a very good lie because the acknowledgement that Heidi signed was to become a public record for the whole world to see. The Bar's comments about Mrs. Barnes, the Notary, are unfair to Mrs. Barnes. She is a very honest person and no Notary can identify people they have seen in years past. She was the only one left in the office and she saw two women there late that afternoon, and if all of her testimony is read, the Court will see that she is a very honest woman who was not trying to pretend she could recognize faces. Nobody

contested the date and time of day or the signature or that she had ever notarized anything for me at any other time. (T-272, 273). The rest of the testimony after 1988 was not handled by me and there was no allegation in the Complaint of any such unethical action on my part.

To conclude the question of whether I failed to do my part properly, the main evidence on the subject, and it should be conclusive, came from Judge Alvarez who testified that he wanted to look into the problem to see if anything has been done <u>improperly</u> and that he examined the matter and the file and that Respondent had done nothing wrong. (T-305, Line 8 through 10 reads as follows):

> "Q. And, Judge, did you find from all that went on that E. B. Rood did anything wrong?
>
> A. No, sir, I did not."

On T-306, Line 2 through 4, Judge Alvarez said to the Bar's Investigator as follows:

> "But I think I told Mr. Egan that it was my opinion that there was no wrongdoing that I saw in the administration of this guardianship."

On the other issue of whether or not I asked Mrs. Stephenson and Heidi to sign a false document, there

certainly was evidence against me from the Stephenson family but no one else. All the other testimony was in my favor. The logic and the motives of my testimony and the honesty of my witnesses proves that the Bar's reliance on the testimony of the Stephenson family is misplaced.

REPLY ARGUMENT

Mrs. Stephenson and her attorney, David Webster, ignored the Notices requiring action which they received from Judge Alvarez until the Notice of October 16, 1986 threatening sanctions. That frightened her, so in a letter of February 1987, she asked Respondent to go with her to the meeting with the Judge. In that letter she admitted she spent Heidi's $20,000.00. I agreed to go with her to the hearing with Judge Alvarez to help her explain what had happened to the money as described in her letter, but I told her that was all that I would do because I did not handle Guardianship cases. On March 20, 1987, I went with her and Heidi to the hearing with Judge Alvarez and explained to the Judge the situation. Mrs. Stephenson concealed from me and the Judge until 1991 at the Grievance Hearing that it was her intention to pay Heidi when the Tampa property she and her husband owned was sold. (T-175).

I didn't know it, but on July 15, 1987, she and Webster received another Order to Show Cause, and as she had done the past years, she did nothing.

On April 20, 1988, she was mailed another Order to Show Cause with a hearing set on June 22, 1988. Because of that Notice, Mrs. Stephenson called me early in May and told me Heidi had not been paid.

On May 10, 1988 (Ex. 12a), I wrote her a letter stating that since she had not paid Heidi, I was going to report that to the Judge at the June 22, 1988 hearing. If I was

going to let her sign a false document, I would never have written such a letter.

On June 10, 1988, I received a call from Mark Clements, a Lakeland lawyer, asking about the status of the Stephenson and Heidi matter. I told him that Mrs. Stephenson had telephoned me that Heidi had not been paid. He had been told the same information. A few days later, I received a phone call from Mrs. Stephenson telling me that Heidi had been paid (T-12, Line 20; T-57, T-59). I reminded Mrs. Stephenson that the Judge had said at the 1987 meeting that Heidi should acknowledge payment. Mrs. Stephenson mailed or delivered to Jan Taylor her papers showing payment to Heidi. I did not see them. Late in the afternoon of June 20, 1988, Heidi and her sister Kalebra came to my office and signed a paper acknowledging payment with a Notary present.

The lawsuit that was delaying the sale of the property ended in May 1989 and $45,000.00 cash was paid to Mr. and Mrs. Stephenson. Instead of paying Heidi the balance due of $17,000.00, only $10,000.00 was then paid Heidi, which added to the $3,000.00 she had been paid previously made a total of $13,000.00, leaving a remainder of $7,000.00. They chose not to pay the $7,000.00 because a new factor had developed. Now they were "supporting Heidi and her child and her husband" (T-191, Line 15-20). So, Mrs. Stephenson failed to tell Lopez, or Rood, or Judge Alvarez that she had successfully postponed paying Heidi until she got the $45,000.00, but then only paid Heidi $10,000.00 of the

$45,000.00. Because of the support to Heidi and family, or other reasons, nothing was paid Heidi on the Promissory Note by February of 1992.

The guardianship had not been closed, so on June 9, 1989 another Order to Show Cause was mailed setting a hearing on August 17, 1989. Mr. Lopez was asked to handle the matter since it required Guardianship knowledge. Mrs. Stephenson chose not to inform Rood or Lopez that she had received $45,000.00 cash and that Heidi had been paid only $10,000.00 from the sale.

Lopez prepared closing papers and sent them to Mr. and Mrs. Stephenson and to Heidi. Instead of telling Lopez that the sale had been completed and that Heidi had been paid only $10,000.00, Mrs. Stephenson and Heidi decided to lie again to get the Guardianship closed. Mr. and Mrs. Stephenson signed the Lopez-prepared papers stating Heidi had been paid in full, and Heidi signed an acknowledgement witnessed by her neighbors stating Heidi had been paid in <u>full</u>. Those closing papers were filed in early August 1989.

On August 14, Lopez returned from his vacation and called Mrs. Stephenson and Heidi to ask about the papers. Mrs. Stephenson and Heidi again lied to him that Heidi had been paid in full. Shortly thereafter an employee of the Judge called Lopez concerning the matter so Lopez called again. Mrs. Stephenson again said Heidi had been paid, but this time Heidi said she had <u>not</u> been paid in full. This change caused Lopez to get them to his office on August 16,

1989 and a deposition was given by Heidi that she was still due $7,000.00, but both concealed from Lopez that the sale had been completed in May 1989 and Mrs. Stephenson had been paid $45,000.00. In fact, they concealed that fact during the two hearings with Judge Alvarez on August 30 and on September 10, 1989. At the last hearing on September 10, Heidi apparently had agreed that the remaining $7,000.00 was probably not to be paid to her. When Judge Alvarez asked her if she wanted the $7,000.00 Promissory Note to be secured, she said, "I don't care". An unsecured note for $7,000.00 was given her, and 30 months later, nothing had been paid on the Note.

Not until the Referee Hearing in February 1992 was it disclosed that the sale had taken place in May of 1989. The case that delayed the sale is Number 87-11780. The sale price was $45,000.00 cash.

If Mrs. Stephenson had told me the truth in June of 1988 that Heidi had not been paid and that she needed more time to sell the house, it would have been simple to take the truth to the hearing with Judge Alvarez, set for June 22, 1988. We could have discussed with him the lawsuit delaying the sale of the property, and the Judge would probably have approved anything Mrs. Stephenson and Heidi agreed on since Heidi was an adult, just as he did a year later. In fact, Mrs. Stephenson had been told about the meeting with Judge Alvarez on March 20, 1987 that the Judge would approve a Promissory Note. (T-11).

In summary, in 1987, Mrs. Stephenson wanted to pay her 17-year old daughter in full from the sale of the Tampa property. A meritless lawsuit delayed the sale and rather than telling me the truth about the delay and then her inability to pay Heidi, she chose not to tell me the truth in June of 1988. So she lied to me saying Heidi had been paid so as to cancel the June 22, 1988 hearing and to get more time to close the sale and pay Heidi from the proceeds. At the time of the sale in May 1989, Heidi then had a husband and child that needed a free home and board, so Mrs. Stephenson apparently decided that paying a total of $13,000.00 to Heidi was fair under the new circumstances. So she lied to Lopez in 1989 that Heidi had been paid in full. Again, if she had just told Lopez the truth, it could have been explained to Judge Alvarez and a Promissory Note given Heidi. Or if Mrs. Stephenson thought that Heidi should pay $7,000.00 in exchange for room and board, that solution could have been presented to the Judge for consideration.

Since Mrs. Stephenson never told Respondent the simple truth that Heidi's money was to come from a sale and that there was a delay in the sale of the property, Respondent never had the chance to discuss with her that the Judge probably would have approved waiting until the lawsuit was over, particularly if Heidi approved, since Heidi was then an adult.

I had no motive or reason to try to cover up anything.

The Referee didn't remember the testimony that sometime between June 12 June 20, 1988, Mrs. Stephenson called me to inform me that Heidi had been paid. He further failed to note that until the Referee hearing of 1992, Mrs. Stephenson and Heidi concealed the receipt of $45,000.00 cash in May of 1989.

The key reason the Referee made a mistake is that he didn't remember the testimony that is clearly in the record, that between June 12 and June 20, 1988, Mrs. Stephenson called me and lied to me saying that Heidi had been paid. (T-12, Line 20; T-57, T-59). The Referee listed the evidence, but he failed to list that testimony, clear evidence he didn't remember it. That lie to me was probably caused by the fact that Mrs. Stephenson needed more time in order to get the $45,000.00 from the sale. In addition, the Judge failed to remember that Mr. Clements learned on June 10, 1988 that Heidi had not been paid, and when he called me that day, I <u>verified</u> to Clements that Mrs. Stephenson had told me also that Heidi had not been paid, and it was <u>after that date</u> that Mrs. Stephenson told me by phone that Heidi had been paid. The Referee shows that there was confusion in his mind, because he uses in his report the strange phrase, "there is no reason to not believe Mr. Clements' testimony". The Referee must have forgotten some of the testimony because that quote is true of what Clements said, and it was the same as my testimony, and so my testimony was true. The Referee's quote indicates that he forgot that

after getting Clements' letter, Mrs. Stephenson called me and said Heidi had been paid, which lie from Mrs. Stephenson was probably caused by the fact she didn't yet have the money. There were reasons the Judge could have forgotten my testimony and my evidence. He made the decision that he would deny my request for oral argument after the trial and he limited Respondent and the Bar to a Brief of no more than twenty pages. He was working under terrible difficulties since his office was in a very sick building in Bartow and because he was still in the building after most of the people had moved out, all of which may have caused him to hurry.

I had no motive whatsoever to try to cover up anything. I had insurance, and even the Bar couldn't suggest a reason or motive, or why I would be such a fool to let them lie.

There was no logical, or clear and convincing testimony of any violation of a Bar Rule of Ethics. Mrs. Stephenson was just in a jam because her husband spent all the money, and she tried in her inexperienced way to delay everything until she had some money to pay her daughter.

The Bar has not cited a case similar to this case, and I have been unable to find a relevant case.

REPLY TO THE BAR'S STATEMENT OF FACTS AND OF THE CASE

(Lakeland Land Case)

The Bar lists no errors in Respondent's Statement of Facts and of the Case. Thus, no reply is necessary.

REPLY BRIEF ARGUMENT SUMMARY

Lakeland Land Case

On September 20, 1987, Respondent accepted a Deed prepared by his son. The following facts are not rebutted by any evidence.

1. Three people (the real estate broker, E. C. Rood, and Respondent) all testified that the Lakeland land was a conditional gift from Respondent to his son and that the son was to return the gift if he could not financially manage it. The gift was made in 1974. The seller deeded the land to my son. That Deed did not mention that the gift was conditional. The orange grove on that land was killed by a freeze. Thereafter, my son had financial problems so he tried to sell the property. He signed several Contracts of Sale, but all failed because of zoning, water and sewer problems. Finally, Respondent had to pay off the mortgage for $141,000.00 or the bank would have foreclosed, and that Respondent had to pay three years of back taxes to prevent a tax sale. If I was concerned about the debt of my son to Dr. Alverson and had wanted to be devious, I could have let the bank foreclose, and then bought the land at the sale.

2. The evidence proves that on September 20, 1987, the Lemon Street property in Tampa belonging 1/2 to E. C. Rood and 1/2 to Clay Rood had a market value of at least $450,000.00 or $225,000.00 for his half-interest. That evidence consists of a real estate appraisal and testimony of Respondent who was familiar with actual offers for the Lemon Street property on September 20, 1987, and testimony of my son who also had offers 1987. Also, the banks who lent money to Clay Rood approved that value after an inspection. (T-101). All of the Bar's evidence was of that land's value after September 20, 1987; in fact all the Bar's evidence was after the crash of 1987 (October 19 and 20, 1987) in which the stock market fell more than 600 points which was the worst crash ever. (See Appendix). It is common knowledge that real estate values in Florida tumbled thereafter.

In addition, I was told by my insurance company that the trial judge in the Michigan case had reversed some of the jury's verdict against my son and that the insurance company lawyers would win an appeal, and that if not, the insurance would pay my son's debt. Those facts were also unrebutted.

Because my son's Lemon Street property was worth more than his debt to Alverson, and because of the insurance, I had no reason not to accept the Deed from my son to the Lakeland Property.

In view of the evidence, the Referee erred in

concluding that I violated any ethical Rule by accepting the Deed from my son because he was losing the property. Perhaps one of the reasons the Referee erred was because he was confused by the introduction into evidence of the record of the non-jury trial before Judge Bentley in which there was a different definition of a fraudulent conveyance. In that trial, any transfer which delayed a creditor from collecting a debt, no matter how innocent and totally free from fraud, is a fraudulent conveyance. In this case, Florida Bar versus Rood, the Bar must prove fraud, bad motive, etc. No such testimony exists.

The Referee may also have been confused by the Bar's introduction into evidence the value of the Lemon Street property in 1988 and 1989, rather than its value on September 20, 1987, and perhaps was confused by the Bar evidence of the land's value at a forced sale in 1989. Such evidence is not relevant as to what the Lemon Street property was worth on September 20, 1987, the date of the Deed to me.

Respondent and the Bar could find no case in Florida which holds that under the circumstances, my acceptance of the Deed prepared by my son violated any Rule. The entire evidence shows that at the time of the transfer of the Lakeland property to me, my son had assets worth much more than the Judgment against him, and that he had insurance that I was assured by the company would pay any remainder of the Judgment after an appeal.

The second issue in the Bar's case was whether there was clear and convincing evidence that I knowingly and willfully signed an Affidavit with the knowledge that when I signed it, it was a false statement of a material fact. The evidence on this issue could be argued in several ways, but it was by no means clear and convincing against me. Both my attorney in the civil suit in Polk County, and I, understood clearly that there was a Judgment in Michigan. I admitted that in my testimony. (T-149, Line 2). I also testified that the insurance company had told me that the trial judge had reversed some of the jury's findings and that the case was or would be appealed. I certainly knew that when there was an appeal there was a Judgment. (T-149).

My attorney in the civil suit in Polk County informed me that he had filed a defense that the suit was premature because it was filed before the foreign Judgment in Michigan had been entered (filed) in Florida. My attorney prepared the Affidavit and put in a paragraph which I understood to mean that to my knowledge there had been no entry of the Judgment in Florida and that the failure to enter it would be a partial defense to Alverson's Motion for Summary Judgment. I am not certain when the entry of the foreign Judgment in Florida occurred, but I knew that my attorney knew it had not been entered (filed) when he prepared the Affidavit. The Affidavit meant to me there had been no entry of the Judgment in Florida, and that until there was an entry, the lawsuit against me was premature. It is also

undisputed that the Affidavit was never material because it became moot when the foreign-Michigan Judgment was entered in Florida. My Affidavit was never mentioned or used in the trial, and it was not material to this case.

There was certainly no convincing or clear evidence that I deliberately told a lie on a material subject.

REPLY BRIEF ARGUMENT - (Lakeland Land Case)

The relevant evidence proves that in September 1987, one-half of the Lemon Street property was worth $225,000.00. The Bar combatted that value of the property with non-relevant testimony.

The Bar's first argument regarding the value is that in October 1988, Rood, Jr. testified the entire parcel was worth less than $200,000.00.

Respondent's reply to that is the 1988 value is not relevant. All the evidence of its value in 1987 was $225,000.00 for Rood, Jr.'s parcel, and that in September 1987, offers for $450,000.00 were rejected. My Lemon Street property was adjacent to Edward, Jr.'s so a buyer could have 1/2 acre, or 1 acre or several acres. We didn't sell because the land was worth more than $450,000.00 per acre in September 1987.

The Bar makes the following statement on Page 21 of its Brief: "After unsuccessful efforts to sell the property in 1985, Rood, Jr. believed the entire parcel was worth less than $200,000.00."

That statement is not correct. Rood, Jr. and Respondent had offers in 1987 of $450,000.00 per acre for land adjacent to Rood, Jr.'s parcel. The offers were rejected.

The Bar then states: "The record in this cause clearly established that in 1987, Rood, Jr.'s 1/2 interest in the Lemon Street property was worth less than $100,000.00."

That statement is also false. No evidence was presented by the Bar of the 1987 value. Respondent's evidence that the Lemon Street property was worth more than $450,000.00 is unrebutted. Also, Respondent turned down offers of that amount in 1987. The Bar also presented testimony of its value at a public sale in 1989. Such evidence had no relationship to the value in 1987.

The Bar's argument that the Lakeland property was worth $1,900,000.00 is ridiculous. If it had been worth anything like that, Dr. Alverson would have kept the property and paid the mortgage of $470,000.00. He didn't even bid on the property at the sale. On Page 172, Line 6, the Referee asked the Bar why Alverson didn't keep the property and pay the bank the $470,000.00 line of credit. The Bar answered: "It wasn't worth enough".

In November 1987, Respondent did apply for a $500,000.00 line of credit. The crash of 1987 had reduced my income and as I testified, I needed money to honor my pledges to several Universities and to develop my land in Oldsmar. At times, the amount borrowed was up to $470,000.00 and at other times it was below $100,000.00. The security when the line of credit was granted was property worth more than the Lakeland property.

The next statement by the Bar is also false. The Bar says on Page 26, "Respondent stopped making payment on the line of credit from First Florida Bank. As a result thereof, the bank instituted foreclosure proceedings". The

Bar has no evidence to make such a false statement. No monthly or definite payments are due on the line of credit. The Bank started foreclosure because of financial trouble at the Bank. (T-166, Line 20-24).

The Bar further distorts the facts. It was public knowledge that I was the only bidder at the public sale, even though I had advertised the sale hoping someone would buy it so that I wouldn't have to do so. Many interested people attended the sale, but no one would bid more than the amount due ($470,000.00 plus interest and attorneys' fees). In order to pay the Bank the amount I bid, I had to borrow money. I hoped the one who lent me money to pay the Bank would decide to own the property, so while he was making that decision, the title was left in the Bank. Finally, the Bank sent me a quit claim deed. The lender had still not made a decision regarding owning the property, and so I held the title and didn't record it awaiting his decision.

The public records showed I purchased the property at the sale. I didn't try to hide anything, in fact, I mentioned it to many people, trying to sell the property.

The last paragraph of the Bar's Reply (Page 27) shows confusion.

My testimony was clear that <u>before</u> the transfer of the property, I knew my son was covered by insurance, that they had expressed confidence at the appellate level, and that my son had substantial other assets. This was also admitted in my Initial Brief on Page 51. The important thing and the

material issue is, "Did I know that the foreign Judgment had been entered in Florida before the transfer of the property?" I did not, because it was not.

It's not relevant, but the Bar in the last paragraph of Page 27 again mis-quotes my testimony. It says: "Respondent testified he did not know of the appeal until long after his son transferred the Lakeland property to him." What I said was: "I didn't know of the appeal until long after this transaction".

To me, the "transaction" that I was referring to was the "transaction" that occurred in the criminal case that the preceding five pages of testimony was discussing, and absolutely not to the transfer of land by my son.

The Referee found me guilty of violating Rule 4-3.3(a)(1) which says a lawyer shall not knowingly make a false statement of material fact or law to a tribunal. The evidence is clear that Respondent did not knowingly make a false statement of material fact. The paragraph questioned in Respondent's Affidavit was to show that the suit against him was premature because the Michigan Judgment had not been entered (filed) in Florida. That was Respondent's understanding of what it was for and what it meant. That statement was true because the required entry of the Michigan Judgment had not been filed in Florida.

Respondent knew and testified that he knew there was a Judgment and he testified that the insurance company told him there was or would be an appeal, and thus Respondent knew for such an appeal there had to be a Judgment. So it is clear from my testimony that I was not knowingly making a false statement of material fact. It is uncontested that my statement was not material. In fact, it is uncontested that it was never seen by the Judge and was never mentioned in the trial. Respondent understood from his attorney's preparation and explanation of that paragraph of the Affidavit was to prove our defense that the suit was premature.

Rule 4-3.3(a)(4) which says a lawyer shall not knowingly permit any witness to offer testimony or other evidence that the lawyer knows to be false. This Rule does not apply because the Affidavit was never used as anything in the case.

Rule 4-8.4(b) says a lawyer shall not commit a criminal act. There is no allegation or proof of a crime. No criminal conviction occurred nor was I even criminally charged and no evidence of a criminal intent was introduced.

Rule 4-8.4(c) says a lawyer shall not engage in conduct involving dishonesty, fraud, deceit or misrepresentation. There was no such allegation or proof. I was charged with a different type of fraud in the civil case before Judge Bentley, but even in that case, he found no fraud on my part.

Rule 4-8.4(d) says lawyers shall not engage in conduct that is prejudicial to the administration of justice. Nothing was alleged or proved under that Rule.

Disciplinary proceedings are intended to be fair to the public and to the accused attorney. The Florida Bar v. Pahules, 233 So.2d 130 (Fla. 1970) and The Florida Bar v. Thompson, 271 So.2d 758 (Fla. 197 2). To be fair to the public, the discipline should serve to protect it from unethical conduct while not denying it the services of a qualified lawyer. Here the recommended discipline is neither fair to the public or Respondent. It clearly denies the public the services of Respondent who has been a qualified attorney for 51 years with a very large part of my work being pro bono.

The Bar has not submitted any logical circumstantial evidence or any evidence of a dishonest motive in any of the cases. No one has been hurt by any of Respondent's acts.

The Referee's findings should be rejected because they are inconsistent with logic and inconsistent with the relevant facts.

See The Florida Bar v. Scott, 566 So.2d 765 (Fla. 1990), also Section 1.3 and The Florida Bar v. Rayman, 238 So.2d 594 (Fla. 1970).

The Referee also found there to be "a lack of adequate

consideration for the transfer". This, too, is unsupported by the record evidence. The Bar even concedes in its Argument that the consideration paid for the Lakeland property by Edward B. Rood "ranged from a minimum of $164,000.00 to $709,000.00. The Bar's low range of $164,000.00 is absurd. The Referee admits that I paid $141,000.00 to pay off the bank mortgage and spent $25,000.00 for taxes, and spent $157,000.00 purchasing the property. This is substantial consideration for a piece of property worth somewhere around $470,000.00 to $550,000.00. Alverson thought it wasn't worth $470,000.00 because that was all that was due on it when the property was in Alverson's name, and the Bar admitted in the record that the reason Alverson didn't buy it at $470,000.00 was because the property "wasn't worth more than that". (T-172). The record evidence proves that under any consideration of the facts, substantial consideration existed for the transfer. Rule 4-8.4(c) provides that a lawyer shall not engage in conduct involving dishonesty, fraud, deceit or misrepresentation. The clear language of this Rule indicates there must be proof that Respondent's intent on the day of the conveyance was to defraud. Intent, for disciplinary matters, is defined as the conscious objective or purpose to accomplish a particular result (Florida Standards For Imposing Lawyers' Sanctions: Black Letter Rules). This Court has consistently held that circumstantial evidence must be of sufficient quality and

quantity to eliminate other reasonable inferences which are just as consistent with the evidence. See Kendle v. Viera, 321 So.2d 572 (Fla. 2d DCA 1975) and Vessel v. State, 487 So.2d 1134 (3d DCA 1986). Now, in retrospect, the confusion created and the prejudice resulting from the introduction of the Florida Bar's Exhibits concerning the Polk County trial before Judge Bentley can clearly be identified.

There was no allegation in the Complaint that I committed a crime, and there was no evidence of a crime or a violation of Florida Statute 837.02.

Alverson alleged in his Polk County suit against me and my son that I was guilty of fraud. Judge Bentley found that not to be true, and the Bar has not shown any credible evidence of fraud.

Billy's back Martin to manage New York Yankees for 5th time; Piniella nar

THE TAMPA TRIB

)4th Year — No. 249 Metro Edition Tampa, Florida, Tuesday, October 20, 1987

Sales panic hits

Dow-index shares lose 22% of value

By CLAY ZEIGLER
Tribune Business Writer

Panic gripped Wall Street Monday, prompting a sell-off with an intensity not seen since the Great Crash of '29.

The Dow Jones industrial average plummeted an unheard-of 508.32 points — 22.6 percent of its value — to 1,738.41.

About 604 million shares changed hands on the New York Stock Exchange, according to preliminary figures, breaking a record volume of 338.5 million shares set Friday. The selling frenzy siphoned off $500 billion of market value and gave away at gains that pushed the market all to its all-time high of 2,722.42 on Aug. 25.

"There was panic today, by any definition of the word," said David Gyss, a Massachusetts economist who specializes in financial markets.

"It's an unbelievable disaster," said Thomas Megan, an economist with Evans Economics Inc. in Washington.

Monday's unprecedented trading volume delayed final compilations until today, but the indicated decline in the industrial average dwarfed the previous record, Friday's 108.35-point drop. The percentage loss was far worse than the 12.8 percent decline on Oct. 28, 1929, which heralded the beginning of the Depression. Only the 24.4 percent decline on Dec. 12, 1914, is larger.

Analysts said the plunge was caused by the collective effect of several external factors.

Suresh Bhirud, an analyst with New York-based Oppenheimer & Co., said: "The market has told us ... we have lost confidence in the political leadership, that we have lost confidence in the economic leadership, and we don't have a handle on any of it."

"We have no handle on the economy, on interest rates, trade, on exchange and on the trade deficit."

The realization that interest rates are rising hit the market Oct. 6, when a wave of anxiety selling pushed the Dow down 91.55 points.

The trade deficit entered the picture last week, when a report of a larger-than-anticipated August deficit discouraged many investors who had been betting that the two-year decline of the dollar would improve the nation's trade performance.

Then on Thursday, New York-based Chemical Bank raised its prime lending rate again, to 9.75 percent.

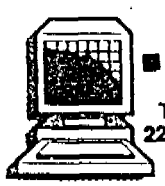
By Friday afternoon, after an Iranian attack on a U.S.-flagged tanker in the Persian Gulf, Wall Street was in a tailspin.

The unfavorable news didn't end there. Over the weekend, Treasury Secretary James A. Baker III said the United States may allow the dollar to fall against the West German

See DOW, Page 4A

Comparing plunges

■ **October 28, 1929:** The Dow loses 12.8% of its value



■ **October 19, 1987:** The Dow loses 22.6% of its value

INSIDE

More on markets

Tribune graphic

Ripple effect may be vast

By RICK GLADSTONE
of The Associated Press

NEW YORK — The stock market's stupefying dr has injected frightening uncertainty into the econor and could have a profound impact on millions of Amc icans who don't ordinarily think about the wild gyr tions of Wall Street.

The results of a violently depressed stock mark may be felt over the next several months in the form lower consumer spending, higher unemployment, r ductions in business plans and even a recession, ecor mists said Monday.

"The stock market always has been a leading in cator of the economy," said John Markese, vice pre dent of the American Association of Individual Inve tors in Chicago. "If the market is right and it's precursor of a declining economy, then we all have be worried."

The impact of a bear market already has started affect fortunes on Wall Street, where many young pr fessional brokers accustomed to six-figure salaries ar high-priced Manhattan condos are confronting the prc pect they may take pay cuts or possibly lose their jobs.

More than 1,000 people have been laid off in t past month, and several major brokerages reported are contemplating big restructurings on the theory th the market's 5-year-old upward direction has reverse and interest rates are starting to rise significantly.

Many economists said the sudden loss of hundre of billions of dollars worth of stock value would ripp through the economy in waves, simply by making inve tors much more cautious about where they put the

See EFFECT, Page

APPENDIX

"All the News That's Fit to Print"

The New York Times

Late Edition

New York: Today, increasing clo
High 62-67. Tonight, cloudy, bre
showers likely. Low 51-57. Tomor
showers ending. High 58-63. Yester
High 68, low 48. Details on page

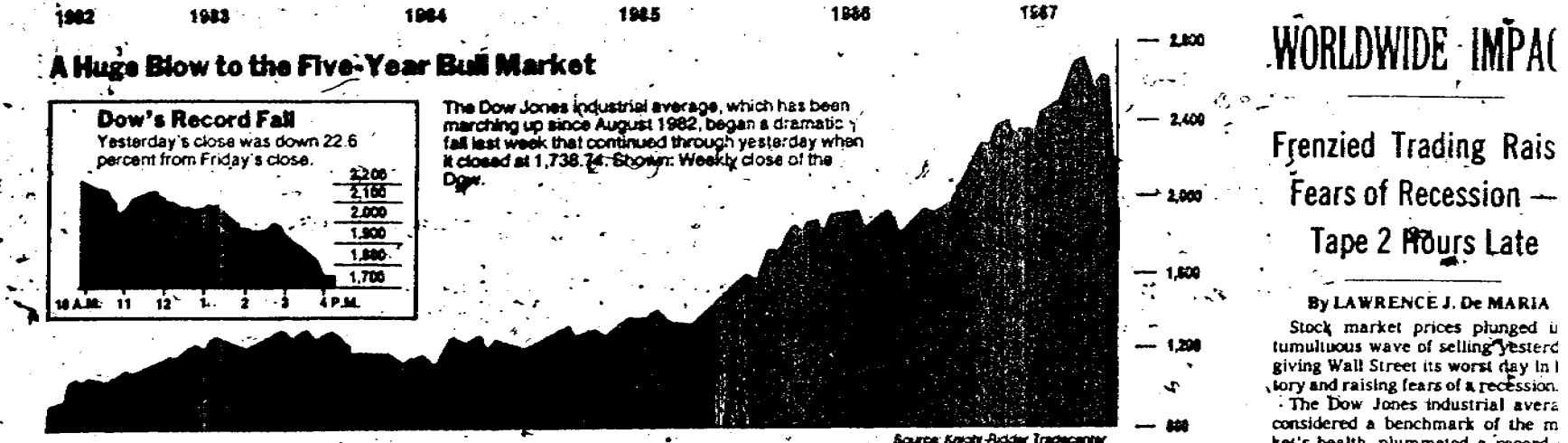
VOL.CXXXVII . . No. 47,298 NEW YORK, TUESDAY, OCTOBER 20, 1987

50 cents beyond 75 miles from New York City, except on Long Island. 30 CEN

STOCKS PLUNGE 508 POINTS, A DROP OF 22.6%; 604 MILLION VOLUME NEARLY DOUBLES RECORI

U.S. Ships Shell

APPENDIX



WORLDWIDE IMPAC

Frenzied Trading Rais Fears of Recession — Tape 2 Hours Late

By LAWRENCE J. De MARIA

Stock market prices plunged i tumultuous wave of selling yesterd giving Wall Street its worst day in h tory and raising fears of a recession.

The Dow Jones industrial avera considered a benchmark of the m ket's health, plummeted a record points, to 1,738.74, based on preli nary calculations. That 22.6 percent cline was the worst since World Wa and far greater than the 12.82 perc drop on Oct. 28, 1929, that along w the next day's 11.7 percent decl preceded the Great Depression.

Since hitting a record 2,722.42 on Au

Does 1987 Equal 1929?

By FRIDGET MAN

REPLY TO THE BAR'S RECOMMENDATIONS RE: DISCIPLINE

1. In the Ng case, there was no evidence at all that I was guilty of any Rule. At the conclusion of the testimony, the Referee did not allow argument because there was no evidence against me. Mr. Ng admitted that he had borrowed cash from me and in exchange gave me worthless checks. Ng also admitted to several of the witnesses that he borrowed the cash from me. (T-88-89). Several testified that Ng was an unreliable person. The Bar's main complaint was that there was no evidence that Ng's signed confession was his signature. His signature on the confession and his signature on the two checks he gave me are clearly the same signature.

The only person who talked to Ng about this case, an Assistant State Attorney, did not testify, and I never got to take a deposition of Mr. Ng.

In 1988, my polio came back and my right leg continues to get smaller and smaller. (T-96-98). I need a brace to walk, can't play golf, and have constant pain. My memory got very bad, and my serious depression affected my mind. By the end of 1989, I snapped back and accepted the fact that I could live with pain. My doctor testified regarding my polio and the resulting severe depression.

2. In the Lakeland land case, there was no rebuttal to the testimony that, on the date my son gave the property back to me, he had sufficient assets to pay the Judgment against him. I knew the value of the Lemon Street property

in September 1987 and the appraiser knew its value in September, 1987. On the date of the transfer, I was being offered $10.00 a square foot for land adjacent to my son's land. All of the testimony from the Bar about the value of his Lemon Street property was after the crash of 1987, and none of the Bar's evidence was relevant to the value of the land at the time of the transfer of the property to me.

In addition, there was no rebuttal to the fact that while the case was on, or going to be on, appeal, I was assured by the insurance company that they would win on the appeal, and that if worse came to worse it would pay the Judgment.

There is not a single case in Florida that says that my acceptance of the Deed given me by my son in response to his oral agreement to return the property if he could not financially maintain it, was a violation of a Bar rule.

The second finding of the Referee was that I had knowingly signed an Affidavit that I knew to be false. It is certainly true that the Affidavit I signed could be construed in two ways. It is not logical to construe it to mean that I didn't know there was a Judgment against my son. I'm not a fool. Certainly I knew and testified there was a Judgment. Also, I testified that the insurance company told me that the case was on appeal, or would be appealed, so I knew if there was an appeal, there had to be some kind of a Judgment.

The actual reason for the Affidavit as I understand it,

was to serve as evidence that the filing of Alverson's suit was premature in that the Michigan Judgment had not been entered in Florida. That was one of the defenses to the Motion for Partial Summary Judgment in the civil case. The Affidavit had no other purpose, and equally significant, the Affidavit was never mentioned to the Judge and was never used, because the Affidavit became moot when the Judgment was entered in Florida. The Affidavit was never shown or read to the Judge. In fact, it is undisputed that it had no significance. In short, the Referee did not understand the actual and logical reason for the Affidavit. Also, it was never used because it was not material to anything, a fact the Bar has not rebutted.

The Stephenson case is not like any other case that Respondent can find in Florida. Mrs. Stephenson lied whenever it appeared to her necessary to protect her husband or when it appeared to her necessary to keep the Judge from knowing that she couldn't pay Heidi until the Tampa property could be sold for $45,000.00 cash. She had many lawyers working for her in 1986 and 1987 and 1988, but she apparently didn't want any of them to assist her because that would require telling that attorney that she and her husband had used money they knew they should not have used. She lied that Heidi was paid on or about June 20, 1988 in order to get more time to sell the house. She knew that Heidi had to also sign an acknowledgement and she was afraid that unless a strong person from the family was with Heidi,

Heidi might tell the truth. On June 20, 1988, Mrs. Stephenson couldn't be with Heidi so she arranged to have Kalebra, the older sister, go with Heidi to be sure Heidi lied to Respondent by saying that she was paid. Those lies were successful in putting off and postponing paying Heidi because in May of 1989, the lawsuit holding up the sale was dismissed, and Mr. and Mrs. Stephenson received $45,000.00 in cash. By May of 1989, Heidi and her child and her husband had now become a burden in that the Stephensons were supplying them room and board. Probably because of the cost of this room and board, Mrs. Stephenson and Heidi concealed from Mr. Lopez, Judge Alvarez and Respondent that the money to pay Heidi had been received but that the parents decided to only pay Heidi $10,000.00 cash, leaving $7,000.00 unpaid. In order to keep that concealed, the parents and Heidi signed papers showing that Heidi had been paid in full. Heidi signed in front of neighbors that she had been paid in full, and Mr. and Mrs. Stephenson signed papers saying Heidi had been paid in full. Her plan of concealment almost worked. Two weeks later after acknowledgements that Heidi had been paid in full were mailed back to Mr. Lopez, he telephoned them again, and Mrs. Stephenson on at least two occasions stated that payment had been paid in full. Fortunately, when he talked another time to Heidi, she was alone, and what Mrs. Stephenson had feared back in 1988 might happen if Heidi were alone, happened. When Heidi was alone and talking by telephone to Mr. Lopez, she told the

truth, that $7,000.00 was still due.

The Stephenson's never did reveal that the $45,000.00 cash was paid in May of 1989 until they were called to testify in 1991. Heidi had apparently accepted not getting the $7,000.00 because in the 2-1/2 years since the $45,000.00 was paid, she has not received any interest or payment on the $7,000.00. Probably Mrs. Stephenson did not mean to hurt anybody, but rather than telling David Webster the problems, or telling me, or telling Lopez, she picked her own solution and had to lie several times and have her daughters lie in order to accomplish what she thought was the only solution of getting Heidi paid. She also had her daughters lie that a Notary was not present when Heidi signed the acknowledgement. She also had to lie that she didn't receive my May 10 letter.

CONCLUSION

The Bar did not suggest any logical motive or reason why I would be foolish enough to knowingly let the Stephensons lie. Had they told me the truth, I would have urged a simple and honest solution to her problem. I am certain that by explaining the problem to Judge Alvarez, he would certainly have agreed to postpone matters until the sale was completed, particularly since Heidi was an adult.

Logic and the facts in each case confirm that I am not guilty of any of the alleged violations.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the original and eight copies of the foregoing has been furnished to Honorable Sid White, Clerk of Supreme Court, Supreme Court Building, 500 South Duval Street, Tallahassee, Florida 32399-1925; and that a copy has been furnished to Joseph L. Corsmeier, Assistant Staff Counsel, The Florida Bar, Tampa Airport Marriott Hotel, C-49, Tampa, Florida, 33607; and to John T. Berry, Staff Counsel, The Florida Bar, Legal Division, 650 Apalachee Parkway, Tallahassee, Florida 32399-2300; this 15th day of January, 1993.

E. B. ROOD
200 Pierce Street
Tampa, Florida 33602
Phone: 229-6591
Florida Bar No. 68120
ATTORNEY FOR RESPONDENT