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IN THE SUPREME COURT OF FLORIDA

THE FLORIDA BAR,	
Complainant-Appellee,	Supreme Court Case No. 85,953
v.	
SUSAN M. TILLMAN	The Florida Bar File No. 95-51,614(17D)
Respondent-Appellant.	

THE FLORIDA BAR'S ANSWER BRIEF

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PRELIMINARY STATEMENT

The Florida Bar, appellee, will be referred to herein as "the bar" or "The Florida Bar." Susan M. Tillman, appellant, will be referred to as "respondent." The symbol "T" will be used to designate the transcript of the final hearing held in this matter.

Finally, as respondent's initial brief does not conform to the mandate of Rule 9.210, Fla.R.App.P., the bar has identified the issue on appeal and included a summary of the argument in this its answer brief.

STATEMENT OF THE CASE AND FACTS

The Honorable Elizabeth Maas, referee, in her report of referee dated February 16, 1996, concluded that respondent Susan M. Tillman converted client monies to her own use and should, therefore, be disbarred. The referee's erudite report masterfully sets forth the facts of this case, which were presented during the course of a two day trial. As respondent has not provided a statement of the case and of the facts in her initial brief, and because the bar is more than satisfied with the recitation of facts contained in the referee's report, the bar adopts the referee's findings of fact in toto as it's own, incorporating same by reference. A true and correct copy of the report of referee is appended hereto.

SUMMARY OF ARGUMENT

The referee's findings of fact in the instant matter are soundly supported by the evidence. As respondent has failed to establish that such findings are clearly erroneous, they must be presumed correct and upheld on appeal. Further, as the referee's recommended sanction is appropriate under relevant case law as well as the applicable section of the Florida Standards for Imposing Lawyer Sanctions, it should be ratified by this honorable Court and respondent should be disbarred.

ARGUMENT

I. THE REFEREE CORRECTLY FOUND RESPONDENT GUILTY OF STEALING CLIENT MONIES, COMMINGLING, AND FAILING TO KEEP THE MINIMUM REQUIRED TRUST ACCOUNTING RECORDS. BASED ON THESE FINDINGS OF FACT, RESPONDENT SHOULD BE DISBARRED.

This is a theft case and disbarment is the presumed sanction for theft of client monies. The Florida Bar v. Schiller, 537 So. 2d 992 (Fla. 1989). The referee found that the bar demonstrated, by clear and convincing evidence, that respondent intentionally used her clients' monies for purposes other than those for which they were entrusted. This intent was demonstrated by respondent's use of her trust account to pay her employees' salaries; by her personal use of trust monies which were intended to satisfy the bills of health care providers; by her pattern of drawing to herself checks (for fees) against other clients' funds; and by her repeated appropriation (to herself) of workers compensation fees and costs which were not approved by the court.

COUNT I

In Count I of its complaint, the bar alleged that respondent converted client monies to her own use. In order to find theft of client funds, a two-step analysis must be made. First, it must either be confirmed that there are shortages in the trust account, or it must be established that client funds were used for purposes

other than those for which they were entrusted. Second, the bar must demonstrate that all or part of the monies which caused such shortages were intentionally converted by the respondent.

A. Shortages.

The bar's auditor testified that he conducted a compliance audit of respondent's trust account for the period beginning April 1, 1993 and ending July 31, 1995. T.Vol.1, 156. In all months audited, the trust account balance was insufficient to cover extant client liabilities. These shortages ranged from a low of $583.41 on August 31, 1993 to a high of $30,606.24 on March 31, 1995. While the initial shortage was in the $1,000 range, it increased to over $10,000 in May of 1994, to $20,000 in August of 1994 and thereafter remained at approximately $25,000 from December 31, 1994 through the conclusion of the audit period. The exact shortage figures, which were set forth in two charts, were introduced and accepted into evidence. At trial, respondent admitted to shortages in her trust account. Further, one of her own expert witnesses (Darryl Hall, CPA) testified that the bar auditor's conclusion as to the size of respondent's trust account shortage closely approximated the experts' own. T. Vol.1, 282-283. While Mr. Disque, respondent's second expert, testified that he found overages in respondent's trust account, he was unable to support

this claim under cross-examination by The Florida Bar. T.Vol.2, 41-44. By virtue of the foregoing, the bar established, by clear and convincing evidence, that respondent's trust account balance was persistently insufficient to meet all of respondent's client liabilities.

B. Intentional theft.

The bar also established, by clear and convincing evidence, that respondent intentionally converted client monies to her own use. As respondent has strenuously argued that she cannot be guilty of conversion because there has been no showing of intent, an exploration of that shield-like defense must be undertaken. The Court's most recent pronouncement on the intent element of theft was set forth in The Florida Bar v. Simring, 612 So. 2d 512 (Fla. 1993). In that case, the Court stated:

> ... the referee's conclusion that The Florida Bar failed to show intent because no client injury or complaints occurred is clearly erroneous. ... Although McShirley is factually similar to the instant case, we recognize one distinction. Unlike the lawyer in McShirley, the respondent did not admit that he knew that the trust account contained shortages. The respondent argues that the shortages are the result of a bad case of commingling personal and trust account funds, not theft. We find, however, three facts when pieced together show a different picture. First, the record shows that the balance of the trust account had persistent shortages despite the deposit of

> the respondent's personal funds. Second, the respondent admitted to paying personal obligations from this trust account. Third, the referee found that the exact extent of the respondent's misconduct will never be known because of his "sloppy and intentionally improper trust account procedures." These three facts of persistent shortages in the trust account, the respondent's constant use of the trust account funds to pay personal obligations, and his "intentionally sloppy and improper trust accounting procedures" establish an intent to misappropriate client funds. The respondent's "sloppy and intentionally improper trust accounting procedures" cannot be used as a shield to hide his intent to misappropriate trust account funds. Therefore, we find that The Florida Bar established by clear and convincing evidence that the respondent intentionally misappropriated his clients' funds.

Simring at 566. [Citations and footnote omitted.]

In the instant case, as in Simring, there are numerous indications of an intentional use of client monies, as demonstrated by the persistent shortages in respondent's trust account. As in Simring, there is clear and convincing evidence that respondent used her trust account to pay personal (payroll) obligations. And finally, as in Simring, respondent has advanced the sloppy bookkeeping defense. The application of the three prongs of the Simring test are best analyzed, in the case at bar, by carefully reviewing specific aspects of respondent's conduct which evidence the intentional conversion of client monies to her own use.

1. Payroll.

Respondent used trust monies to pay her employees' wages. She took great pains to hide this fact and her testimony regarding same was not credible. This scheme (which was clearly devised to avoid writing a trust account check for payroll) worked as follows: (a) respondent drew an operating account check, made payable to an employee, knowing that she had insufficient funds on deposit to pay said check; (b) respondent and the employee both endorsed the back of the check and respondent caused her trust account bank and account information to be written thereon; (c) respondent and/or her employee then went to the bank where her trust account was maintained (which was not the same bank where her operating account was maintained) and the trust bank cashed the operating account check but did not immediately debit the trust account. Rather, the trust account bank accommodated its customer (respondent) by guaranteeing said operating account check against her trust account; (d) the trust account bank then placed the operating account check into the normal channels for check clearance and payment; (e) when the cashed operating account check was presented to the operating account bank, it was dishonored and returned to the trust bank; and (f) upon return to the trust bank, the trust bank debited respondent's trust account by way of a debit memo.

Sometime prior to her trust account records being produced to The Florida Bar for audit, respondent intentionally and willfully concealed this pattern of misconduct from the bar by charging each of these deviously cashed checks to a particular client ledger card. By so doing, she attempted to legitimize and therefore hide the transaction from the bar's auditor. Although she was subpoenaed to produce ***all*** of her banking records, respondent did not produce for audit ***any*** of these operating account checks or the related debit memos. Respondent's fraudulent and deceitful scheme was discovered when the bar subpoenaed the bank to obtain the checks and thereafter discovered respondent's skillful and cunning misuse of her trust account. All doubt as to the willfulness of this conduct is easily dismissed by noting that the first such operating account check debited against respondent's trust account (in the fashion described) was made payable ***to respondent herself***. It is also important to note that, according to the testimony of the bar's expert, each of these debits increased the rapidly growing shortage in respondent's trust account. In considering and weighing this evidence (which clearly demonstrated that respondent met her payroll obligations with trust account funds), it is crucial to note that the bar's auditor and respondent's own expert

testified and agreed that paying payroll from a trust account is evidence of an intentional theft. T. Vol.1, 285.

2. Medical payments.

Respondent testified that as a regular course of conduct, upon settling personal injury cases, she took her fees and costs, paid the client and then removed to her operating account the funds which should have been held in trust to satisfy outstanding client health care bills. T. Vol.1, 52-54, 205. While respondent referred to this as a reimbursement for medical payments, she admitted that it was her usual practice to remove these funds from trust, engage in negotiations to reduce the amount of the medical bills, and only later make payment to the health care providers. The removal of trust account funds to respondent's operating account is theft. Respondent's ultimate payment of medical care providers is restitution of the funds she originally misappropriated. Under the Rules Regulating The Florida Bar, **all** funds held in trust, on behalf of a client, must be maintained in an attorney's trust account. Such funds may **not** be utilized by the attorney for any other purpose, for **any** period of time.

Respondent informed clients (through settlement statements) that she would make payment to the clients' health care providers. However, on many occasions she failed to do so. This is because

she either decided to hold these monies in her trust account to offset other client liabilities (or monies she had already misappropriated from other clients), or because she took funds to herself which exceeded her entitlement to fees and costs.

The trial transcript contains several good examples of this conduct, but the best examples occur in the **Fetterman** and **Caruso** cases. The **Fetterman** case settled in May of 1994; a settlement statement was executed on May 31, 1994. At that time respondent listed $10,248.00 in outstanding medical bills. The current status of these bills is as follows:

PROVIDER	AMOUNT DUE	AMOUNT PAID	WHEN PAID
Dr. Petti	$2413.00	$1835.00[1]	9/7/94
Dr. Zaret	1832.00	0.00	not paid
Holly. Mem.	4863.00	0.00	not paid
MRI of W. Boca	315.00	315.00	6/6/95[2]
EKG	45.00	unknown	unknown
SE Anesthesia	728.00	0.00	not paid
Dr. Bronfman	52.00	52.78[3]	6/29/95[4]

The forgoing chart also demonstrates what should have been paid, but was not. See T.Vol.1, 100-110. As of today's date, respondent should be safeguarding at least $7,423.00 to satisfy the

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[1] This reflects a negotiated reduced billing with the difference being paid to the client.

[2] This is paid outside of trust.

[3] This included interest on the outstanding bill.

[4] Respondent uses a trust account check backdated over one year.

listed unpaid medical bills. Her final trust account balance, however, as of July 31, 1995, is less than $2,500.00. To create a snapshot view of respondent's misconduct in the **Fetterman** matter, one need only add up all of the monies respondent drew against this case ($31,338.10), and compare that sum to the fees and costs she claimed (on her settlement statement) to have taken: $26,773.29. This exercise clearly reveals that, in this case alone, respondent stole at least $4,604.81 of client monies which had been entrusted to her to satisfy Ms. Fetterman's health care bills. The additional fact that respondent no longer has enough money in trust to cover the remaining **Fetterman** bills only increases the total amount of money she has stolen from that client. The bar's expert and respondent's expert agreed that removing monies held in trust for a specific purpose (the payment of medical bills), combined with failure to pay such bills, constitutes an intentional theft. T. Vol.1, 166, 285-286; Vol.2, 56.

Even more interesting (and problematic) was respondent's testimony on the **Caruso** case. On direct examination by the bar, respondent testified about how the **Caruso** settlement monies were expended. She previously testified that she reimbursed herself

$1,300.00[5] in March of 1994 for a lien she satisfied on behalf of her client. Further, respondent admitted on direct examination that if she had taken this $1,300.00 but did not in fact satisfy the lien, she would have converted same to her own use. T. Vol.1, 55; Vol.2, 85-88. In her case in chief, under direct examination by her lawyer, a satisfaction of release (dated March 1994) was introduced into evidence. However, when the bar recalled Ms. Tillman, she was shown a series of documents that conclusively established the following:

a) the Caruso ledger card showed the $1,300.00 as being paid to State Farm, yet the trust account check went to the respondent;

b) the Caruso ledger card and the client's settlement statement do not match the actual bank records in that:

- respondent took a $200.00 check for a filing fee that was not shown on the settlement statement;
- respondent took more monies for costs than what she was entitled to take, pursuant to the settlement statement; and

[5] The payment needed to satisfy the lien was $1,500.00.

- respondent paid two of her employees, Dean Mallen and Amber Dunagan, out of these settlement monies, yet testified that these were "costs" to the file. The settlement statement listed no such "costs."

c) respondent's fee on this case was $2,500.00, but she actually took sums which greatly exceeded that figure;

d) as respondent did not satisfy the lien in March 1994, she received numerous dunning letters from State Farm's lawyer requesting payment;

e) respondent did not pay State Farm until State Farm's lawyer informed her that a bar complaint would be filed against her;

f) respondent eventually paid State Farm on May 17, 1995, via trust account check number 1108 in the amount of $1,500.00;

g) respondent attempted to conceal this repayment from the bar by omitting a client reference on the check[6], and by placing this check on the Wells ledger card (to make it look

[6] Which she could not do without State Farm making inquiry.

as if it were a Wells transaction, rather than a Caruso transaction);

h) when questioned at trial about why this entry appeared on the Wells ledger card, respondent initially opined that it had to be her bookkeeper's error, yet she later admitted that the check bore her handwriting exclusively, and that she used a one-write system (which demonstrated by clear and convincing evidence that respondent personally made the entry on the Wells ledger card).

Respondent's testimony on the **Caruso** transaction was similar to her testimony throughout the trial: she initially attempted to explain away each of The Florida Bar's allegations. When that failed, respondent revised her explanations. Finally, when she was presented with documentary proof of her misconduct, respondent rationalized that her misdeeds were caused by someone else (her bookkeeper, etc.).

3. Unearned legal fees.

Respondent admitted that she removed monies from her trust account before she received the corresponding settlement monies. T. Vol.1, 58. She testified that these withdrawn funds were "legal fees" awarded to her. However, as the evidence clearly established that there were no preceding, corresponding deposits against which

these "fee" checks were drawn, it is abundantly clear that respondent used other clients' monies to cover these anticipatory fees which she apportioned and distributed to herself. In fact, respondent admitted as much, under cross examination. T. Vol.1, 59. The bar auditor testified that this often repeated conduct evidenced a pattern of intentional conversion of client monies.

The bar introduced into evidence a chart documenting ten examples of this type of conversion of client monies. This chart demonstrated that on most occasions, respondent cashed the "fee" check on the date it was drawn. The chart also demonstrates that there was usually a significant shortage in the trust account on the dates these checks were cashed. Because of these shortages, respondent's defense that she took these "fee" checks against monies she had commingled in her trust account is factually impossible. Respondent failed to produce any evidence to show that she had monies in trust to cover the ten checks at issue on the bar's chart. The bar's auditor testified that these were just ten examples and that respondent regularly took her fees before the deposit of settlement proceeds. T. Vol.1, 202-203.

4. Excessive workers compensation fees and costs.

During the trial, respondent acknowledged that she was very familiar with workers compensation law. She also acknowledged that

she understood the statutory requirement of obtaining court approval before fees may be withdrawn from trust in workers' compensation cases. T. Vol. 1, 15-16. Yet, it is clear that respondent failed to wait for court approval before taking fees in her worker's compensation cases. The bar proved, through respondent's own testimony, that she took fees prior to court approval (T. Vol.1, 87) and that in some instances, she took more than what she was entitled to take. And, once again, respondent took some of these fees prior to the settlement monies being deposited. When respondent took more monies than the court authorized (either to herself or to pay co-counsel), she actually either reduced the net settlement to the client or took monies belonging to a third party (i.e. a health care provider). Respondent testified that she took these excessive monies to pay herself for costs which she claimed were authorized by her retainer agreement and the court order approving same. A review of the actual retainer agreements, however, proves respondent's defense to be without merit.

5. Operating account.

Respondent and the bar auditor both testified that respondent's operating account was constantly overdrawn. They both testified that every month numerous checks were dishonored due to

uncollected or insufficient funds being deposited into the account. This fact in and of itself could be totally innocuous. However, when one considers that respondent admitted that she regularly moved funds (which, of course, were not hers to move) from trust to operating, it becomes abundantly clear that respondent moved this money to help shore up her frequently overdrawn operating account (and not simply to zero out a trust ledger, as she testified at trial).

C. **Defenses**.

Respondent raises two defenses to the bar's theft allegation. First, she contends that she is just a sloppy bookkeeper. Second, she states that any monies she took were drawn against a fee entitlement. These defenses are mutually inconsistent. In order to accept the premise of a fee entitlement, one must believe that respondent knowingly drew checks against monies that she had commingled or had earned at that time. If one accepts the proposition that respondent is just a sloppy bookkeeper, one must believe that she had no real idea of what was occurring in her trust account. These two defenses, taken together, fail.

1. Fee entitlement.

One of respondent's experts (Darryl Hall, CPA) testified that respondent had fee and cost entitlements which exceeded her

shortages. However, this expert also testified that he simply accepted respondent's representation regarding such entitlement, without independent verification of her claim. T. Vol.1, 278-279; 288-290. The bar's auditor testified that, in conducting his compliance audit, he credited respondent with all legal fees and costs which were clearly fees and/or costs. He also testified that he gave respondent the benefit of the doubt on many more dollars claimed as fees and costs, and that he still concluded with the same shortages reported above. Respondent has failed to document or otherwise prove her claim that in each month, she had certain fee or cost entitlements which mitigated or vitiated her shortages. It is insufficient for respondent to simply assert a defense to The Florida Bar's theft allegation. In order to prevail in her defense, she must prove it. See The Florida Bar v. Simring, 612 So. 2d 561 (Fla. 1993). She has not.

2. Bookkeeping.

Respondent next blamed her bookkeepers for her shortages, her trust account violations, and any proven misappropriation from trust. Yet, she failed to produce any of these bookkeepers at trial to explain what occurred. Respondent testified that she always asked her bookkeeper before she drew a check to herself, yet she provides no support for this statement. Respondent admitted that

she is the only signatory on the trust account and that even if the bookkeeper had committed errors, respondent herself was responsible for them. The bar auditor testified that, while respondent's records were not complete (as is explained below), the trust account records were capable of being audited and respondent kept client ledger cards which would have indicated her entitlement to fees or costs. A significant flaw in respondent's "bookkeeper error" defense is her testimony that she **knew** that she had not received settlement drafts or court approval on some of these cases. Therefore, respondent clearly knew that she was drawing against other client monies when she took fees against monies which had not yet been received and/or deposited.

COUNT II

In Count II of its complaint, the bar charged respondent with commingling her monies with those of her clients by failing to remove earned fees[7] from her trust account on a timely basis. As respondent admited commingling, the bar established this count by clear and convincing evidence. T. Vol.1,13.

[7] It is important to note that, as is explained above, these commingled fees did not eliminate the shortage in respondent's trust account.

COUNT III

Count III of the bar's complaint contends that respondent failed to keep all of the minimum required trust accounting records and failed to follow all of the minimum required trust accounting procedures. Once again, at trial, respondent admitted to these violations. Accordingly, the following violations were proven, by clear and convincing evidence:

A. Cash receipts and disbursements journal did not contain the reason for which trust funds were received or disbursed [R. Reg. Fla Bar 5-1.2(b)(5)(D)];

B. Client ledger cards did not contain check numbers [5-1.2(b)(6)(C)];

C. Client ledger cards did not contain the reason for which all trust funds were received or disbursed [5-1.2(b)(6)(D)];

D. No reconciliations were prepared to compare the trust account bank balance to the balance per the check book and the cash receipts and disbursements journal [5-1.2(c)(1)(A)];

E. No comparison was made between the total of the reconciled balance of the trust account and the total of the trust ledger cards [5-1.2(c)(1)(B)];

F. An annual detailed listing identifying the balance of the unexpended trust money held for each client or matter was not prepared [5-1.2(c)(2)];

G. All settlement statements were not retained in contingency fee case files and some were not signed by the client [4-1.5(f)].

It is clear from the evidence presented that respondent's records lacked some of the required detail, but the records kept did allow an attorney the ability to ascertain what monies were owed clients and what monies could be paid to the lawyer on any given case. See the testimony of the bar auditor. T. Vol. 1, 163-165). Nonetheless, respondent's failure to follow the mandated trust accounting rules is still a clear violation of the Rules Regulating The Florida Bar.

II. THEFT OF CLIENT MONIES, IN TANDEM WITH THE OTHER MISCONDUCT FOUND BY THE REFEREE, WARRANTS DISBARMENT.

Respondent is charged with theft of client funds. The Supreme Court of Florida has consistently held that the misuse of client funds is one of the most serious offenses a lawyer can commit. The Florida Bar v. McIver, 606 So. 2d 1159, 1160 (Fla. 1992); The Florida Bar v. MacMillan, 600 So. 2d 457, 459 (Fla. 1992); The Florida Bar v. Neu, 597 So. 2d 266, 269 (Fla. 1992). Disbarment is

presumed to be the appropriate discipline where it has been demonstrated that an attorney engaged in the misuse or misappropriation of client funds. The Florida Bar v. Schiller, 537 So. 2d 992, 993 (Fla. 1989).

In the instant case, respondent's theft of client monies has caused numerous shortages in her trust account. Further, she has failed to promptly remit client money, she has commingled, and she has failed to maintain minimum trust accounting records. The bar has proven that, in light of the Supreme Court's ruling in The Florida Bar v. Simring, 612 So. 2d 561 (Fla. 1993), respondent must be disbarred.

In Simring, the Court overturned the referee's recommendation that respondent receive an eighteen (18) month suspension and disbarred Simring, finding his persistent trust account shortages, constant use of trust account funds to pay personal obligations, and intentionally sloppy and improper trust accounting procedures to be sufficient to establish an intent to misappropriate client funds. In so finding, the Court stated that "[t]he respondent's sloppy and intentionally improper trust accounting procedures cannot be used as a shield to hide his intent to misappropriate trust account funds." Simring, at 566. Simring was disbarred.

In The Florida Bar v. Shanzer, 572 So. 2d 1382 (Fla. 1991), respondent was disbarred for using his trust account for personal purposes. Shanzer argued that his depression (primarily due to marital and economic problems) was a mitigating factor. The Court found that such problems "are visited upon a great number of lawyers. Clearly, [this Court] cannot excuse an attorney for dipping into his trust funds as a means of solving personal problems." Shanzer, at 1384. Accordingly, the Court found that Shanzer's personal problem did not diminish his culpability in any way, and he was disbarred.

In considering sanctions, it is important to note that the presumption of disbarment may be overcome by mitigation such as cooperation and restitution. In The Florida Bar v. Schiller, 537 So. 2d 992 (Fla. 1989), Schiller knowingly wrote checks on his clients' trust funds without authorization, and appropriated the money for his own personal use. The Court considered the following mitigating factors in rebuttal of the presumption of disbarment: Schiller was found to be "a good candidate for rehabilitation," and he had replaced the misappropriated funds (so that none of his clients was actually damaged). In light of these circumstances, the Court rejected disbarment and suspended Schiller for three years. Additionally, in The Florida Bar v. McShirley, 573

So. 2d 807 (Fla. 1991), the Court held that where the attorney had replaced the converted funds prior to the initiation of a bar action, such conduct presented a viable mitigating factor. Complete restitution of stolen funds, combined with a lack of prior disciplinary action, genuine remorse, a cooperative attitude toward disciplinary proceedings, and the absence of client harm are other mitigating factors which have functioned to reduce the discipline imposed from a disbarment to a three year suspension.

In considering mitigation, however, it is crucial to note that in some circumstances, some mitigation is not always sufficient to rebut the presumption of disbarment. This is illustrated by The Florida Bar v. Golub, 550 So. 2d 455 (Fla. 1989). In that case, an attorney was disbarred for stealing substantial sums of money from the estate of a client. After considering the mitigating factors that respondent offered (including alcoholism), the Court stated that, "[i]n the hierarchy of offenses for which lawyers may be disciplined, stealing from a client must be among those at the top of the list." Golub, at 456, quoting from The Florida Bar v. Tunsil, 503 So. 2d 1230, 1231 (Fla. 1986). In The Florida Bar v. Stark, 616 So. 2d 41 (Fla. 1993), the respondent produced a substantial number of mitigating factors which overcame the presumption of disbarment but still resulted in a three year

suspension. Stark was also found to have misappropriated client funds but offered as mitigation his age (sixty-five), a significant term of membership in the bar (almost forty years), full restitution as ordered by the referee, significant remorse, no prior discipline and the testimony of twenty-two character witnesses. Stark at 43. More recently, in The Florida Bar v. Smiley, 622 So. 2d 465 (Fla. 1993), the Court once again stated "that misuse of funds is one of the most serious offenses a lawyer can commit and thus disbarment is presumed to be the appropriate punishment." Smiley at 398. Smiley was disbarred when he was also found to have lied about an excessive fee.

Thus, it is clear that the Court utilizes a balancing test in cases of this kind. Beginning with a presumption of disbarment, mitigation is carefully measured and weighed. In the instant case, no mitigation was presented and none should be considered. There is, however, significant aggravation of the misconduct proven. Utilizing the Florida Standards for Imposing Lawyers Sanctions, the following aggravating factors exist and justify a recommendation of disbarment:

Standard 9.22

(a) prior disciplinary offenses;

(b) dishonest or selfish motive;

(c) a pattern of misconduct;

(d) multiple offenses;

(e) bad faith obstruction of the disciplinary proceeding . . .;

(f) . . . deceptive practice during the disciplinary process;

(g) refusal to acknowledge wrongful nature of conduct;

(h) vulnerability of victim;

(i) substantial experience in the practice of law; and

(j) indifference to making restitution.

In The Florida Bar v. Mims, 532 So. 2d 671, 672 (Fla. 1988), the Court considered the fact that the respondent had practiced law for a substantial period of time as an aggravating factor which led to his disbarment. See also, The Florida Bar v. Desario, 529 So. 2d 1117 (Fla. 1988), wherein the Court also considered a substantial number of years in the practice of law as an aggravating factor. Desario was ultimately disbarred for commingling funds. Respondent has practiced law in Florida for more than six years. Further, The Florida Bar proved a pattern of misconduct evidenced by multiple offenses, including the misuse of client funds. This Court has repeatedly demonstrated its willingness to disbar attorneys who have "demonstrated a pattern of misuse of client funds." The Florida Bar v. Newman, 513 So. 2d

656, 658 (Fla. 1987), citing, e.g., The Florida Bar v. Knowles, 500 So. 2d 140 (Fla. 1986) [Attorney's pattern of converting clients' funds for his own use warranted disbarment.]; and The Florida Bar v. Harris, 400 So. 2d 1220 (Fla. 1981) [Attorney's continuous conversion of client funds was sufficient grounds for disbarment.]. Further, this Court has also noted and severely sanctioned accumulated misconduct committed by an attorney. See The Florida Bar v. Shapiro, 450 So. 2d 842 (Fla. 1984) [An attorney was disbarred upon proof of multiple charges filed against him in relation to the theft of clients' funds.]; The Florida Bar v. Mims, 532 So. 2d 671, 672 (Fla. 1988) [The fact that an attorney had multiple charges filed against him was closely considered when an attorney was disbarred for misuse of clients' funds.].

Additionally, this Court should consider the dishonest and deceitful nature of the acts committed by respondent. In The Florida Bar v. Simring, 612 So. 2d 561 (Fla. 1993), where an attorney failed to maintain proper records and failed to provide an accounting of questionable transactions, the Court found that disbarment was appropriate. In rendering its decision, (as previously stated herein) the Court held that "respondent's sloppy and intentionally improper trust accounting procedures cannot be used as a shield." Simring. at 566. See also, The Florida Bar v.

Desario, 529 So. 2d 1117 (Fla. 1988) [Dishonest or selfish motive was an aggravating factor in disbarring an attorney for misuse of client funds.].

Finally, the Court should consider the motivation for respondent's misconduct: greed and self interest. In The Florida Bar v. Diaz-Silviera, 447 So. 2d 570 (Fla. 1990), the respondent was disbarred for commingling and misusing client funds. The Court held that as the respondent's acts were intentional, all attempts at corrective measures would be futile.

In the instant case, respondent's actions are also intentional. Accordingly, as in Diaz-Silviera, all corrective measures (such as suspension and probation) would also be futile. Respondent must be disbarred.

CONCLUSION

In The Florida Bar v. Neu, 597 So. 2d 266, 269 (Fla. 1992), the Supreme Court of Florida held that:

> Discipline for unethical conduct must serve three purposes: First, the judgement must be fair to society, both in terms of protecting the public from unethical conduct and at the same time not denying the public the services of a qualified lawyer as a result of undue harshness in imposing a penalty. Second, the judgement must be fair to the respondent, being sufficient to punish the breach of ethics and at the same time encourage reformation and rehabilitation. Third, the judgement must be severe enough to deter others who might be prone or tempted to become involved in like violations.

Neu, at 269.

In order to carry out this directive, based on the numerous violations committed by respondent, and in light of the controlling case law and Standards for Imposing Lawyer Sanctions, respondent must be disbarred.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that true and correct copies of the foregoing initial brief of The Florida Bar has been furnished via regular U.S. mail to Susan Tillman, 10758 N.W. 17th Street, Coral Springs, FL 33065 on this 21st day of May, 1996.

LORRAINE C. HOFFMANN,

IN THE SUPREME COURT OF FLORIDA
(Before a Referee)

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THE FLORIDA BAR
FT. LAUDERDALE OFFICE

The Florida Bar,
Complainant,

Case No. 85,953

vs.

Susan M. Tillman,
Respondent,
_____/

REFEREE'S REPORT

This Cause came before this referee for hearing on Petitioner's Complaint against Respondent November 16, 1995, with Ms. Tillman present and both sides well represented by counsel. Hearing continued on November 30, 1995.

I. Summary of Proceedings

This referee was appointed to preside in the above-referenced disciplinary action by order of the Supreme Court of Florida dated June 30, 1995, and by order of Jack Cook, Chief Judge of the Fifteenth Judicial Circuit, dated July 5, 1995. The pleadings and all other papers filed with this referee, which are forwarded to the Court, constitute the entire record for this case.

Respondent was represented by Fred Haddad, Esq. The Florida Bar ("Bar") was represented by Lorraine C. Hoffman and Kevin P. Tynan, Bar Counsel.

The Bar called Ms. Tillman and William Luongo, a CPA employed as a staff auditor by the Bar, as witnesses. Ms. Tillman testified on her own behalf and called Darryl Hall, a CPA, and Philip Disque, a CPA and attorney. Items were marked for identification numbered Petitioner's 1- 40 and Respondent's 1- 4, some of which were accepted into evidence.

II. Findings of Fact

Ms. Tillman was admitted to practice in Florida in December of 1989. She worked as an

insurance adjustor for State Farm Insurance on property and casualty claims prior to entering law school. She also worked as a legal secretary. Prior to her emergency suspension she was a sole practitioner, with a general practice in worker's compensation, personal injury, and traffic litigation, dissolution of marriage actions, estate planning, and contract matters. She testified that she usually had one part-time and one or two full-time employees.

On June 26, 1995, the Bar filed its three count Complaint against Ms. Tillman, alleging that she committed a theft of client monies, commingled her trust account, and failed to maintain minimum trust accounting standards, in violation of Rules Regulating the Florida Bar ("Rules") 4-1.15, 4-8.4, 5-1.1 and 5-1.2, respectively. All three allegations arise from alleged improprieties in Ms. Tillman's trust account. Each count will be addressed in turn.

Count I - Theft

Count I alleges that Ms. Tillman misappropriated client monies, in violation of Rule 4-1.15(b) [(a) lawyer shall promptly deliver to the client or third person funds which they are entitled to receive]; Rule 4-1.15(d) [a lawyer shall comply with the Rules Regulating Trust Accounts]; Rule 4-8.4(c) [a lawyer shall not engage in conduct involving dishonesty, fraud, deceit or misrepresentation]; and Rule of Professional Conduct 5-1.1 [money entrusted for a specific purpose must be used only for that purpose].

The Bar presented evidence of misappropriation of client monies from three sources: payment of personal expenses from the Trust Account; drawing excessive and premature fees and costs; and failure to pay clients' medical expenses with entrusted funds.

A. Personal Expenses

In this referee's opinion, the most serious allegation against Ms. Tillman concerns her

permitting personal expenses to be paid from her trust account, and covering this impropriety by charging the expenses to clients' accounts.

During the period at issue, Ms. Tillman maintained her office's operating account ("Operating Account") at the Bank of North America and her trust account ("Trust Account") at First Union. The banks are located about two miles apart, with Ms. Tillman's office mid-way between the two. Ms. Tillman is the sole signatory on the Trust Account.

Ms. Tillman wrote the following checks on her Operating Account:

Check #	Date	Payee	Amount	Notation	Client Charged
1635	Nov. 12, 1993	Linda Easley	$ 471.84	wages	Weiser
1658	Nov. 19, 1993	Linda Easley	471.84	none	Weiser
1690	Dec. 16, 1993	Linda Easley	471.84	wages	Rogers
1692	Dec. 16, 1993	Vicki Marek	250.00	wages	Rogers
1693	Dec. 17, 1993	Debbi Hart	250.00	wages	unk.
1706	Dec. 30, 1993	Vicki Marek	250.00	wages	Ramrattan
1801	Feb. 11, 1994	Debbie Hart	250.00	none	unk.
1802	Feb. 11, 1994	Glen Hart	150.00	none	unk.
1819	Feb. 18, 1994	Linda Easley	471.84	wages	Davidson

All payees were employed by Ms. Tillman at the time the checks were written. All checks were endorsed on the back by Ms. Tillman, with "Trust Acct" and the Trust Account number written in another's hand in proximity to Ms. Tillman's signature on the reverse side of the check. All the checks were dishonored by the Operating Account bank and ultimately paid from the Trust Account. Those checks noted were listed as client expenses on a Trust Account ledger, though no credible explanation for charging the client was offered.

Ms. Tillman testified that the employees in question gave the checks back to her when they bounced or were otherwise uncollected on the Operating Account; that she paid the employees cash; that she signed the reverse side of the checks to indicate they had been paid by her; and that she gave

the checks back to her bookkeeper for payroll record keeping purposes. She further testified that she believed it was proper to pay employees directly from her Trust Account if they did "extra work" attributable to a particular client.

In refutation of Ms. Tillman's position, the Bar presented evidence that the internal bank notations on the checks' reverse sides indicate that they never left banking custody until they were paid from the Trust Account. Further, there were persistent shortages in the Operating Account during the period in question. In addition to the employees' checks, Ms. Tillman wrote at least three checks to herself from the Operating Account which were paid from the Trust Account in the same fashion as her employees' checks, including one for $750.00 on October 22, 1993. Finally, on December 13, 1993, Ms. Tillman wrote a check on her personal Citibank account to Robert Argeles for wallpaper in the amount of $387.00. That check bounced. Again, Ms. Tillman signed the reverse of the check and it was paid from her Trust Account. She testified that her secretary must have told the paper hanger to present the check on her Trust Account for payment.

This referee finds Ms. Tillman's testimony concerning the checks not credible: the checks could not have been endorsed by her outside the banks' custody; if the checks actually represented legitimate client costs properly chargeable to clients' trust funds, they would have been written on the Trust Account to begin with; Ms. Tillman received debit memos from First Union, indicating the checks had been paid from the Trust Account; the Bar's expert opined that it appeared some trust ledger entries had been made after-the-fact; Ms. Tillman failed to release voluntarily the documents dealing with the Trust Account debits, which were discovered by the Bar only through subpoena to the bank; and Ms. Tillman's use of the procedure to pay herself and her wallpaper hanger evidence her general disregard of her fiduciary duties.

Based on the evidence presented, this referee concludes that the Bar showed by clear and convincing evidence that Ms. Tillman authorized payment of general office operating expenses and personal expenses out of trust funds.

B. Withdrawal of Unearned and Excessive Fees from Trust Account

Ms. Tillman testified that she routinely withdrew "fees" on personal injury and worker's compensation cases prior to the settlement funds clearing her Trust Account and, in the instance of worker compensation cases, prior to the fee being approved by a court. Instances of her early fee withdrawal for personal injury cases can be graphically portrayed as:

Client	Date of Fee Check	Date Fee Check Cleared	Date Settlement Deposited	Amount of Fee Check
Rogers	5/ /93	5/20/93	8/24/93	$ 1,833.33
Weiser	5/10/93	5/10/93	6/25/93	1,833.33
Bollinger	4/20/93	4/20/93	5/24/93	2,333.33
Berger	2/3/94	2/7/94	2/18/94	2,102.09
Powers	4/2194	4/22/94	5/9/94	1,666.66
Truden	5/26/94	5/26/94	6/23/94	3,000.00
Gallaher	6/16/94	6/16/94	6/27/94	3,450.00
Roach	7/20/94	7/20/94	8/2/94	1,500.00
Scafiti	8/18/94	unk.	8/30/94	1,666.66
Forges	8/2/94	8/2/94	8/31/94	1,550.00

And for worker's compensation cases as:

Client	Date of Deposit	Date Fee Approved	Amount Approved	Date Fee Taken	Amount Taken
Alper	4/24/95	4/13/95	$1,250.00	4/7/95	$1,466.95
Blanton	1/27/95	1/23/95	7,500.00	1/27/95	8,100.00[1]
Custer	9/22/95	10/24/95	13,250.00	6/14/93 to 10/21/94	4,250.00
Gallahar	6/27/94	6/17/94	3,683.96	6/16/94 and 6/30/94	4,461.50

[1] $7,500.00 to Ms. Tillman and $600.00 to associated co-counsel.

Ms. Tillman testified that she did not feel the early fee withdrawal represented a misappropriation because she always had a "buffer" in her Trust Account, sometimes as high as $10,000.00, or so her bookkeeper told her.

In actuality, Ms. Tillman never had a "buffer" in her Trust Account. The Bar's expert testified that Trust Account shortages grew consistently over time, from just over $2,500.00 in April of 1993 to just under $25,000.00 in July of 1995. Ms. Tillman's expert placed the shortages substantially lower than did the Bar, though with the same general trend.[2]

Ms. Tillman contends that, even if the Bar's figures are correct, she had no knowledge that her Trust Account did not have a sufficient "buffer" to permit the "early"withdrawal. She further testified that it was her practice to put all Trust Account items in a "pile for her bookkeeper to review" on the weekends.

C. Medical Payments

Ms. Tillman testified that it was her regular practice to move funds from her Trust Account to her Operating Account sufficient to satisfy outstanding medical bills once a personal injury case had settled; attempt to negotiate the bills down; and later pay the health care providers, returning any remainder to the client. Even this practice results in a misappropriation of the clients' monies from trust, subject to restitution when the providers ultimately were paid. On occasion, though, Ms. Tillman neglected to timely pay the health care providers, or pay them at all. Two examples can be

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[2] The Bar's accountant attempted to confirm that sums paid Ms. Tillman from the Trust Account, either as fees or costs or without attribution, were properly due under her fee agreements and settlement statements. Ms. Tillman's accountant, however, candidly conceded he lacked sufficient documentation to conclude that such Trust Account payments were proper. Consequently, he assumed they were, for purposes of his accounting. The Bar demonstrated by clear and convincing evidence, though, that Ms. Tillman repeatedly disbursed trust funds to herself and her Operating Account without legal right.

used to illustrate this failure.

Ms. Tillman represented Martha Fetterman, an employee's mother, on a personal injury case. She settled the case for $80,000.00. Ms. Fetterman signed a disbursement report covering the settlement proceeds on May 31, 1994. That report shows, among other items, that $1,832.00, $4,863.00, and $728.00 were to be paid to Dr. Zagat, MRI of West Boca, and SE Anes Management Association, respectively, and Ms. Tillman was to receive $26,664.00 in fees and $69.29 in costs.

Ms. Tillman eventually paid herself $30,863.00 in fees and costs from the Trust Account on the Fetterman case, including $750.00 on May 5, 1994.[3] Despite periodic billings from MRI West beginning at least as early as June, 1994, Ms. Tillman has still not paid the three listed bills.[4] Two other bills were not paid until June 6, 1995, despite repeated written requests for payment.

An even more peculiar situation is found in the Caruso matter. The Disbursement Report dated March 15, 1994, showed a $1,500.00 worker's compensation lien to be paid from settlement proceeds. The ledger card shows $1,300.00 was used to satisfy a lien on March 28, 1994. On that date Ms. Tillman wrote herself a $1,300.00 check on her Trust Account, with the annotation "Caruso-lien." Though the outstanding lien was $1,500.00, Ms. Tillman testified that she wanted to attempt to negotiate down the amount of the lien, and return any difference to the client. By letter dated March 23, 1994, State Farm's counsel acknowledged and accepted Ms. Tillman's offer to settle the lien for $1,500.00. Though Ms. Tillman produced a Satisfaction of Lien dated March 31, 1994, the lien was not satisfied as of that date. By letter dated June 16, 1994, State Farm's counsel

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[3] A $750.00 Trust Account check to Phil Sobers dated April 30, 1994, without attribution, debited on the Fetterman ledger card though not included on the disbursement report, is not included in this figure.

[4] There are insufficient funds in the Trust Account currently to pay these sums.

requested satisfaction of the lien. Follow-up letters were sent August 24, 1994, and November 23, 1994. Finally, by letter sent by facsimile transmission May 9, 1995, State Farm threatened suit if the lien was not satisfied within 10 days. On May 17, 1995, Ms. Tillman sent State Farm's attorney Trust Account check #1108 for $1,500.00 to satisfy the lien. Interestingly, that $1,500.00 was not reflected on the Caruso Trust Account ledger card (which, remember, already showed a $1,300.00 disbursement to satisfy the same lien on March 28, 1994). Instead, it showed up on the Wells Trust Account ledger card, a completely unrelated case. Ms. Tillman explained that she believed she was owed $2,500.00 in fees on Wells, so merely took $1,000.00 and remitted the remaining to State Farm on the Caruso matter, not recognizing that the Bar's auditors could be misled by her accounting. This referee does not find this explanation credible, particularly in light of the fact that Ms. Tillman knew the Bar was auditing her Trust Account at the time.

Ms. Tillman defends against Count I by arguing that the evidence does not prove that her failure to maintain an adequate balance in her Trust Account to cover its liabilities was willful. She argues, therefore, that there was no true "theft".

Mr. Luongo testified that in reviewing a trust account to detect theft he looks for a persistent or growing shortage; whether checks for fees properly represent funds then due and owing; whether excessive fees and costs have been paid from the account; and whether wholly improper items were paid from the account. Mr. Hall testified that he would look for essentially the same items.

Here, the Trust Account shortage grew consistently over time, from just over $2,500.00 in April of 1993 to just under $25,000.00 in July of 1995. Further, there is a pattern of both premature and excessive payment of fees. Finally, wholly improper amounts have been paid from the Trust Account, including wages for Ms. Tillman's staff and a private wallpaper bill. In this referee's

opinion, no conclusion other than that Ms. Tillman deliberately treated her Trust Account as a private kitty can be drawn. The fact that her record keeping was so abysmal that she never knew the exact extent of her misappropriation does not alter this conclusion, nor does it create a shield for her to hide behind.

Count II

In Count II alleges that Ms. Tillman failed to timely remove earned fees from her Trust Account, resulting in commingling of personal and client funds in contravention to Rule 4-1.15(a) [a lawyer shall not commingle] and Rule 4-1.15(c) [legal fees shall be withdrawn from trust within a reasonable time after they become due].

Ms. Tillman testified that it was her regular practice to leave earned fees in the Trust Account. Experts for both sides confirmed this. Consequently, the Bar proved by clear and convincing evidence that she commingled personal and client funds.[5]

Count III

Count III alleges that:

(a) the cash receipts and disbursement journal did not contain the reason for which trust funds were received or disbursed, in violation of Rule 5-1.2(b)(5)(D);

(b) client ledger cards did not contain check numbers, in violation of Rule 5-1.2(b)(6)(C);

(c) client ledger cards did not contain the reason for which all trust funds were received or disbursed, in violation of Rule 5-1.2(b)(6)(D);

(d) no reconciliations were prepared to compare trust account balances to the balance recorded in the check book or cash receipts and disbursement journal, in violation of Rule 5-1.2(c)(1)(A);

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[5] The commingled fees left in trust did not eliminate the Trust Account shortages. The Bar's expert treated those as trust funds available for distribution for clients' benefit in computing the shortages.

(e) no comparison was made between the total of the reconciled balance of the trust account and the total of the trust ledger cards, in violation of Rule 5-1.2(c)(1)(B);

(f) an annual detailed listing identifying the balance of unexplained trust money held for each client or matter was not prepared, in violation of Rule 5-1.2(c)(2); and

(g) all settlement statements were not retained in contingency fee case files and some were not signed by the client, in violation of Rule 4-1.5(f).

The Bar contends these deficiencies violate Rule 4-1.5(d) [a lawyer shall comply with the Rules Regulating Trust Accounts] and Rules 5-1.1(d) and 5-1.2 [a lawyer shall maintain certain minimum required trust accounting records and shall follow certain minimum required trust accounts procedures].

It is clear from the evidence presented that Ms. Tillman's records lacked the required detail. Many ledger card entries lack attribution or check numbers; reconciliations were not done; and not all contingency fee case files had settlement statements, and some settlement statements were not signed by the client. From the records kept, though, it was possible, with reasonable certainty to compute what monies were owed clients and Ms. Tilman on any given case. Nonetheless, the failure to follow these record keeping requirements violated the Rules.

Recommendation as to Guilt

After listening to all of the testimony this referee finds:

As to Count I: By reason of Ms. Tillman's misappropriation of client monies, she has violated Rules 4-1.15(b) [a lawyer shall promptly deliver to the client or third person funds which they are entitled to receive], 4-1.15(d) [a lawyer shall comply with the Rules Regulating Trust Accounts], and 4-8.4(c) [a lawyer shall not engage in conduct involving dishonesty, fraud, deceit or misrepresentation] of the Rules of Professional Conduct and Rule 5-1.1 [money entrusted for a

specific purpose must only be used for that purpose] of the Rules Regulating Trust Accounts.

As to Count II: Ms. Tillman commingled her monies with those of her clients and thus violated Rules 4-1.15(a) [a lawyer shall not commingle], and 4-1.15(c) [legal fees shall be withdrawn from trust within a reasonable time after they become due] of the Rules of Professional Conduct.

As to Count III: Ms. Tillman's failure to follow the proper record keeping procedures violated Rule 4-1.15(d) [a lawyer shall comply with the Rules Regulating Trust Accounts] of the Rules of Professional Conduct, as well as Rules 5-1.1(d) and 5-1.2 [a lawyer shall maintain certain minimum required trust accounting records and shall follow certain minimum required trust accounting procedures] of the Rules Regulating Trust Accounts.

Recommendation as to the Disciplinary Measures to be Applied

There is a presumption of disbarment in theft cases. The Florida Bar v. Schiller, 537 So. 2d 992 (Fla. 1989). Thus, in the great majority of cases the lawyer has been disbarred. The Florida Bar v. Simring, 612 So. 2d 561 (Fla. 1993); The Florida Bar v. Shanzer, 572 So. 2d 1382 (Fla. 1991). The presumption can be overcome with adequate mitigation. This referee has reviewed the mitigating factors in the Florida Standards for Imposing Lawyer Sanctions and found that two factors are present: an absence of a prior disciplinary record and the relatively short period of time Ms. Tillman had been practicing when she engaged in the described conduct. See Standard 9.32(a), (f).

In terms of aggravation, this referee found the following aggravating factors from Rule 9.2 of the Florida Standards for Imposing Lawyer Sanctions:

a. dishonest or selfish motive;

b. a pattern of misconduct and multiple offenses (repeated theft over a two year span of time);

c. refusal to acknowledge wrongful nature of misconduct; and

d. little or no remorse expressed.[6]

Based on all of the foregoing, it is this referee's opinion that Ms. Tillman has evidenced a total disregard for the Rules of Professional Conduct and that the mitigation in this case does not outweigh the seriousness of her misconduct. Therefore, this referee recommends that she be disbarred.

Statement as to Past Discipline

Other than the emergency suspension predicated on the same misconduct discussed in this Report, Ms. Tillman has no prior disciplinary record.

Statement of the Costs of the Proceeding

This referee finds that the following reasonable costs have been incurred by The Florida Bar and should be assessed against Ms. Tillman:

Administrative Costs pursuant to Rule 3-7.6(o)(1)(I)	
TFB File No. 95-51,614 (17D)	$ 750.00
TFB File No. 95-51,545 (17D) (FES)[7]	750.00
Court Reporter Costs	
Scheduled phone conference on 9/5/95--appearance fee	26.00
Telephonic hearing on 7/13/95	68.75
Final hearing on 11/16/95 (includes continued final hearing on 11/30/95)	1,377.50
Miscellaneous Costs	
Auditor's costs	9,498.36
Production of documents--First Union Nat. Bank	10.60
Investigator's costs	719.79
TOTAL	**$13,201.00**

[6] Ms. Tillman's prior health and family problems, while regretable, were not considered as mitigating factors. See The Florida Bar v. Graham, 605 So. 2d 53 (Fla. 1992).

[7] Pursuant to the report of referee in Case No. 95-51,545 (17D)(FES) [Supreme Court Case No. 85,831], costs in this case are assessed herein.

Rendered this 16th day of February, 1996 at West Palm Beach, Palm Beach County, Florida.

Elizabeth T. Maass, Referee

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