

FILED

813 J. WHITE

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IN THE SUPREME COURT OF FLORIDA

THE FLORIDA BAR,  
Petitioner,

Case No. 86,513, SUPREME COURT  
By \_\_\_\_\_  
TFB Nos. 950029 (13) & Chief Deputy Clerk  
952069 (13)

v.

FLORIDA FIRST FINANCIAL GROUP, INC.  
AND REED LIENHART A/K/A ANTHONY ROSSI,  
A/K/A MIKE STEELE, AS PRINCIPAL AND  
DIRECTOR OF FLORIDA FIRST FINANCIAL  
GROUP, INC., AND INDIVIDUALLY, AND  
TERRY DON SMITH, A/K/A PETE WILSON,  
INDIVIDUALLY

Respondent,

REPORT OF THE REFEREE

I. SUMMARY OF PROCEEDINGS

Pursuant to the undersigned being duly appointed as referee to conduct proceedings herein according to Rule 10-7.1(b)(6), Rules Regulating The Florida Bar, the following proceedings occurred:

- A) On March 9, 1990, Reed Lienhart, A/K/A Anthony Rossi, of the Florida First Financial Group, agreed to, and signed, a cease and desist affidavit.
- B) In that affidavit the Respondent agreed not to hold himself out as an attorney in collection matters.
- C) The cease and desist affidavit was executed by Leinhardt individually and as Florida First Financial Group.
- D) A petition against the Unlicensed Practice of Law was filed by the Florida Bar against Respondents on September 27, 1995.
- E) Respondents filed their answer on October 26, 1995.
- F) Undersigned Referee was appointed by the Supreme Court on January 2, 1996.
- G) Trial in this matter was held on June 28, 1996 with all parties being present and represented by counsel.
- H) All of the aforementioned pleadings, attachments thereto, and exhibits received in evidence, and this report constitute the record in this case and are forwarded to the Supreme Court of Florida.

## II. FINDINGS OF FACT

- 1) At all times material, neither Reed Lienhart nor Terry Smith (Respondents) were members of the Florida Bar, and were not therefore licensed to engage in the practice of law in the State of Florida.
- 2) Respondents were employed by Florida First Financial Group, Inc.
- 3) Florida First Financial Group, Inc. agreed to a Cease and Desist Order on March 9, 1990.
- 4) Respondent Smith had telephonic, and personal contact, with both Danny Lukic and Troy Viney.
- 5) Both Lukic and Viney, were told by Smith he represented Cimarron Apartments and called himself Pete Wilson.
- 6) As Pete Wilson, Smith, requested information to serve the parties with summons to be in Court on June 30, 1994.
- 7) Each individual was told they would pay legal fees and their wages would be garnished when they lost the case.
- 8) On June 29, 1994, the two individuals went to meet with Mr. Wilson who was supposedly held up in Court on a case.
- 9) At that meeting the amount owed by Lukic and Viney, was negotiated down from it's original amount to a lesser amount.
- 10) A promissory note, prepared by Wilson, was executed by Lukic and Viney, for the amount agreed upon with the individual who in fact was Respondent Smith.
- 11) Respondent Lienhart, as Mike Steele, first had contact with Mr. Bronco, on February 27, 1995 regarding a debt owed Sultenfuss Properties.
- 12) Subsequently, Mr. Bronco was contacted by Lienhart as Bill Williams on behalf of Mike Steele.
- 13) That at all times Lienhart was in fact Mike Steele and Bill Williams.
- 14) Bronco was told by Williams that Steele was in Federal Court prosecuting a case.
- 15) Williams referred to himself as counsel for Sultenfuss Properties.

### III. CONCLUSION OF LAW

It is evident from the testimony that both Respondents used similar methods, and approaches, in their attempts to collect money owed by all the witnesses. Their methods included the use of various names at different times but in each contact their recitations were consistent, they were representing a particular debtor.

These activities and methods are much like Florida Bar v. Fuentes, 190 So. 2d 748 (Fla. 1966). As the Supreme Court held in Fuentes, certain phrases and activities lead people to believe that a person is authorized to practice law. In this case the evidence of such activity is abundant.

The use of words like "represent", "counsel", "summons", "garnish wages", "legal fees", are words that, by custom, are used by those authorized to practice law.

More to the point, the actions of Respondent Smith are most telling. Smith, negotiated a settlement of the amount due from Lukic and Viney and prepared a promissory note in furtherance of that settlement. Clearly, these activities are customarily accomplished when dealing with an Attorney. These actions fall within the Supreme Court's ruling in Florida Bar v. Warren, 655 So. 2d 1731 (Fla. 1995)

### IV. RECOMMENDATIONS.

Based upon the foregoing findings of fact, it is the recommendation of the undersigned Referee as follows:

A) The Respondents be found to have engaged in the unlicensed practice of law in the State of Florida.

B) That Respondents be restrained and enjoined from using the type of language and terms or the preparing of legal documents, i.e. promissory notes or settlement agreements, without making abundantly clear that they are not attorneys, and from otherwise engaging in the practice of law in the State of Florida until such time as Respondents are duly licensed to practice in this state.

C) That the costs of this proceeding be taxed against Respondents.

V. STATEMENT OF COSTS AND MANNER IN WHICH COST SHOULD BE TAXED.

I find the following costs were reasonably incurred by The Florida Bar:

COURT REPORTER COSTS:

Deposition of Lienhart (06/19/96)	\$	142.00
Deposition of White (06/19/96)	\$	212.20
Deposition of Smith (06/07/96)	\$	165.30
Attendance Fee (06/07/96)	\$	82.50
Attendance/Transcript (08/23/96)	\$	<u>243.60</u>
TOTAL	\$	845.60

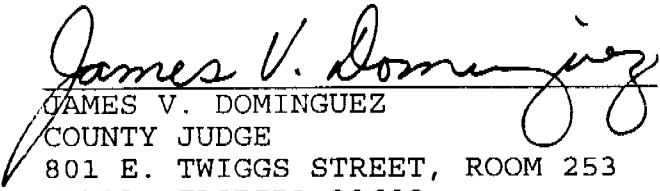
MISCELLANEOUS COSTS:

Division of Corporation	\$	10.00
Witness Fee (Viney)	\$	5.00
Witness Fee (Bronco)	\$	9.30
Witness Fee (Lukic)	\$	24.00
Witness Fee (White)	\$	<u>13.40</u>
TOTAL	\$	61.70

TOTAL COSTS \$ 1,854.80

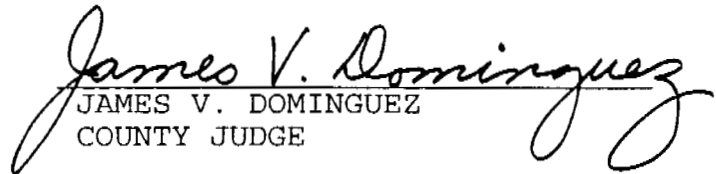
It is recommended that such costs be charged to Respondents and that interest at the statutory rate shall accrue and be payable beginning 30 days after the judgment in this case becomes final.

Dated this 15<sup>th</sup> day of October, 1996.

  
JAMES V. DOMINGUEZ  
COUNTY JUDGE  
801 E. TWIGGS STREET, ROOM 253  
TAMPA, FLORIDA 33602

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the original of the foregoing Report of Referee has been mailed to SID J. WHITE, Clerk of the Supreme Court of Florida, Supreme Court Building, Tallahassee, Florida 32301, and that copies were mailed by regular U.S. Mail to Loretta C. O'Keeffe, Branch UPL Counsel, The Florida Bar, Suite C-49, Tampa Airport Marriott Hotel, Tampa, Florida 33607 and RESPONDENT'S COUNSEL, Frederick W. Vollrath at Post Office Box 18942, Tampa, Florida 33679, this 15<sup>th</sup> day of October, 1996.

  
JAMES V. DOMINGUEZ  
COUNTY JUDGE