IN THE SUPREME COURT OF FLORIDA

097

THE FLORIDA BAR,

Complainant,

v.

ROY L. BEACH,

Respondent.

Case No. 86,952
[TFB Case No. 95-31,031(9A)]

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THE FLORIDA BAR'S ANSWER BRIEF

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TABLE OF AUTHORITIES

TABLE OF OTHER AUTHORITIES

SYMBOLS AND REFERENCES

In this Answer Brief, the complainant, The Florida Bar, shall be referred to as "The Florida Bar" or "the bar."

The transcript of the final hearing held on October 8, 9, and 25, 1996, shall be referred to as "T", followed by the cited page number(s).

The Report of Referee dated March 18, 1997, will be referred to as "RR", followed by the cited page number(s).

The bar's exhibits will be referred to as Bar Ex. ———, followed by the exhibit number.

The respondent's exhibits will be referred to as Respondent Ex. _____, followed by the exhibit number. The respondent's Initial Brief will be referred to as "IB" followed by the cited page number(s).

STATEMENT OF THE CASE AND FACTS

The bar has no objection to the respondent's statement of the case contained in the Initial Brief, but maintains that the respondent's statement of facts does not accurately comport with the referee's findings of fact. Therefore, the following facts are taken from the referee's report.

The respondent was a vice-president, director, and registered agent for American Family Benefits Group (hereinafter "AFBG") (RR. 2). AFBG was incorporated in August, 1993, to provide life insurance policies, non-qualifying mortgages, car rentals, a long distance telephone program, a travel program, and a catalogue sales program (RR. 3). AFBG's office was located at the respondent's law office in Orlando (RR. 3).

The respondent and other witnesses testified at the final hearing that AFBG's insurance program was designed *to* offer a free $70,000 life insurance policy to AFBG members if they would allow AFBG to take out five $70,000 policies (RR. 2). One of the four policies was to be given *to* the member (RR. 2). The other four policies were to be owned by AFBG (RR. 2). AFBG would then pledge the face amount of the four policies as collateral for a loan (RR. 2). The loan proceeds would be used to pay premiums on all five

policies as the premiums became due and to pay "upline compensation" to AFBG members who signed up new members (RR. 2). The remaining loan proceeds were to be used to purchase a $5,000 certificate of deposit (to secure a $5,000 line of credit), to compensate AFBG, and to pay the $99 membership fee for those members whose fee had been waived (RR. 3).

The report of referee further concluded that Bar Ex. 25 clearly showed that the AFBG compensation plan rewarded members who signed up a new member who qualified for life insurance at a rate 300 times the compensation paid to the uplines of new members who only used AFBG's other benefits (RR. 3). The AFBG promotion program was well-received by the public with approximately 100,000 applications received (RR. 3). About 600 people sent the $99 membership fee to AFBG, although the fee was optional for most of the relevant time period (RR. 3).

The report of referee further concluded that the evidence clearly and convincingly showed the respondent was an active, inextricable component of AFBG's activities (RR. 3). He helped form, operate, and promote AFBG; he was an officer, director, and legal counsel for the company; he researched Florida's insurance code to determine if AFBG's insurance program complied with the law; he consulted with an out-of-state attorney who specialized in

multi-level marketing law; he drafted or approved of some of AFBG's promotional materials; and he represented AFBG in various regulatory proceedings (RR. 3).

The report of referee further concluded that the respondent, through his extensive involvement with AFBG, violated several provisions of Chapter 626, Florida Statutes (1995) regarding "free'' insurance. The respondent participated in false and misleading representations to the public that the insurance was available for issuance (there was never a lender who was ready, willing and able to lend against the face value of the life insurance policies) (RR. 4). The referee reasonably concluded that the respondent was guilty of violating Rule 3-4.3 (RR. 5). The respondent recklessly assisted in the planning and perpetration of the illegal AFBG insurance scheme on the public and was, therefore, guilty of committing acts as a lawyer that were contrary to honesty and justice (RR. 5).

SUMMARY OF THE ARGUMENT

The respondent seeks review of the referee's recommended discipline of a three (3) year suspension on the basis that the referee erred in reaching the factual findings. In addition to his argument that the evidence was insufficient to support the referee's factual findings, the respondent further argues that the referee erroneously determined that no intent was required for the respondent to have committed an act contrary to honesty and justice.

The record in this case contains clear and convincing evidence of the respondent's guilt, The referee's factual findings carry a presumption of correctness and should be upheld absent clear error or absent record support. A review of the final hearing transcripts and the bar's documentary evidence indicates that there is no such error in this case. Accordingly, the court is precluded from reweighing the evidence and substituting its judgment for the referee's judgment.

The referee's finding that the respondent violated Rule 3-4.3 did not require a finding of intent. Rather, the referee's finding that the respondent behaved with a reckless disregard for the truth

was sufficient for a finding that the respondent behaved in a manner contrary to honesty and justice and, therefore, violated Rule 3-4.3.

ARGUMENT

THE REFEREE'S FACTUAL FINDINGS THAT THE RESPONDENT ENGAGED IN BEHAVIOR CONTRARY TO HONESTY AND JUSTICE *ARE* SUPPORTED BY THE EVIDENCE AND, THEREFORE, ARE NOT SUBJECT TO REVIEW.

The record of this disciplinary matter is replete with evidence that the respondent was an active planner and participant in the illegal AFBG insurance scheme. In addition to the specific evidence described in the report of referee, other final hearing testimonial and documentary evidence support the referee's conclusion that the respondent violated various provisions in Chapter 626, Florida Statutes (1995)(e.g., T. 58, 59, 102, **106,** 173-175, 224; Bar Ex. 1-25).

The evidence clearly and convincingly shows that the AFBG insurance scheme was a fraud and that the respondent was one of the architects and proponents of the fraud. For example, when AFBG was subpoenaed by the Florida Attorney General's office, it was the respondent who answered the subpoena; however, he failed to provide any viable answer to the subpoena request for names and addresses of prospective lenders who would make loans against the collateralized AFBG life insurance policies (T. 58, 59). Testimony from Florida Department of Insurance attorney Charles Faircloth and

others established that AFBG was involved in an illegal "twisting" scheme (T. 102). Mr. Faircloth further testified that, with the respondent's participation, AFBG was "marrying a twisting scheme with a multi-level marketing program and trying to sell that [the scheme] out of an Orlando office [the respondent's office]" (T. 106). Finally, the respondent testified about the nature and extent of his AFBG involvement, to wit: (i) he displayed considerable knowledge of how the proposed insurance financing would work (T. 392-396); (ii) he described a close nexus between himself, Kenneth King, Robert King, and Leroy Preston (the other AFBG participants) in the AFBG benefits strategies (T. 396-399); and (iii) he described some of the legal research that he did on behalf of AFBG on the insurance issues (T. 399). Accordingly, based upon the foregoing and other evidence, the referee properly found that the respondent recklessly participated in the AFBG insurance fraud scheme and that such participation constituted conduct contrary to honesty and justice.

A referee's findings of fact concerning guilt carry a presumption of correctness and should be upheld absent clear error or absent record support. The Florida Bar v. Benchimol, 681 So. 2d 664 (Fla. 1996). This court is precluded from reweighing the evidence and substituting its judgment for the referee's judgment. Id. at 665; The Florida Bar v. MacMillan, 600 So. 2d 457 (Fla.

1992). Further, the respondent has the burden of showing that there is no evidence in the record to support the referee's factual findings or that the evidence in the record clearly contradicts the referee's recommendations. The Florida Bar v. Spann, 682 So. 2d 1070(Fla. 1996); The Florida Bar v. Miele, 605 So. 2d 866 (Fla. 1992). There is ample record support for the referee's factual findings and recommendation that the respondent be found guilty of violating Rule 3-4.3.

The referee's recommendation of a three (3) year suspension is appropriate in consideration of the evidence. In The Florida Bar v. St. Laurent, 617 So. 2d 1055 (Fla. 1993), this court found that an attorney who acted as the president and director of a marketing agent who made misrepresentations in such capacity was subject to a 91-day suspension. Also, in The Florida Bar v. Feige, 596 So. 2d 433 (Fla. 1992), this court ordered a two (2) year suspension of an attorney who assisted his client in perpetrating fraud on a third party. In comparison, the referee found that the respondent was an active participant in the illegal AFBG insurance scheme, a scheme that was not economically feasible and which violated Florida's insurance laws (RR. 4). Coupled with the respondent's past disciplinary history (two suspensions of 28 and 90 days), the respondent's selfish motive in pursuing the AFBG multi-level marketing insurance scheme, the vulnerability of the unsuspecting

public, and the respondent's substantial experience in the practice of law, the referee appropriately recommended a three (3) year suspension (RR. 6, 7). The referee found no mitigating circumstances and, in fact, would have recommended disbarment had there been evidence of the respondent's intentional or willful disregard for the truth (RR. 6).

In his Initial Brief, the respondent argued that the referee erred in finding a violation of Rule 3-4.3 when there was no finding of the respondent's intentional or wilfull dishonesty, fraud, deceit or misrepresentation (IB p. 5, 6). While an attorney's intent is a material element in some of the Rules Regulating The Florida Bar (e.g., Rules 4-3.3(a); 4-3.4(c); 4-4.1; 4-8.1(a); and 4-8.2(a)), such intent is not necessary to find that an attorney violated Rule 3-4.3. In The Florida Bar v. Calvo, 630 So. 2d 548 (Fla. 1993), this court held that an attorney's reckless misconduct with regard to a securities offering, coupled with the aggravating factor of great potential for public harm, warranted disbarment. The referee found the respondent behaved with a reckless disregard for the truth and, therefore, behaved in a manner contrary to honesty and justice (RR. 5). The referee cited Calvo in his report (RR. 7).

CONCLUSION

WHEREFORE, The Florida Bar prays that this court will review the referee's recommendation of a three (3) year suspension and find that such recommendation is appropriate and warranted under the circumstances of this case.

Respectfully submitted,

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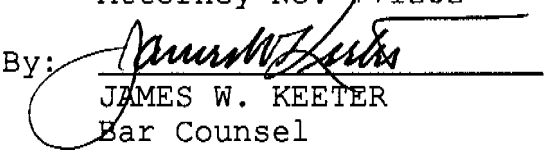
By: 
JAMES W. KEETER
Bar Counsel

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the original and seven (7) copies of The Florida Bar's Answer Brief have been sent by overnight delivery to the Supreme Court of Florida, Supreme Court Building, 500 S. Duval Street, Tallahassee, Florida, 32399-1927; a copy of the foregoing has been furnished by regular U.S. Mail to the respondent, Roy L. Beach, 625 Executive Drive, Winter Park, Florida, 32789; and a copy has been furnished by U.S. Mail to Staff Counsel, The Florida Bar, 650 Apalachee Parkway, Tallahassee, Florida, 32399-2300, this 21st day of May, 1997.

Respectfully submitted,

James W. Keeter
Bar Counsel

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IN THE SUPREME COURT OF FLORIDA

THE FLORIDA BAR,

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APPENDIX TO THE FLORIDA BAR'S ANSWER BRIEF

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IN THE SUPREME COURT OF FLORIDA
[Before a Referee]

THE FLORIDA BAR,
Complainant,

vs.

Case Number 36,952
[TFB Case No, 95-31,031(9A)]

ROY L. BEACH,
Respondent.

REPORT OF REFEREE

I. SUMMARY OF PROCEEDINGS

Hearings were held on October 8, 9, and 25, 1996, pursuant to the designation of tho Florida Supreme Court and the appointment of tht Chief Judge of the Tenth Judicial Circuit.

Attorney James W. Kecter represented the Florida Bar, the Respondent appeared *pro se*. The Referee previously granted the parties' agreed motion for continuance and denied the Bat's motion for summary judgment A Memorandum Report of Referee was prepared and submitted to the parties. Written argument was invited, The Florida Bar submitted evidence of the Respondent's past disciplinary record. The Respondent filed a motion for reconsideration or . clarification which was granted in part and Rcspondcnt's argument on the issue have been incorporated into this Report.

The Florida Bar, in its 25-paragraph, single count complaint alleges Respondent combined an insurance fraud with a pyramid scheme to market a sales plan that was both dishonest and illegal. Respondent concedes involvement in the corporate entity that was promoting the plan, but denies making knowing misrepresentations. He claims that the marketing plan was unique, and says that The Florida Bar has not shown the plan to be unworkable and certainly not fraudulent.

Specifically, The Florida Bar argues that Respondent violated three rules of the Rules Regulating The Florida Bar:

§ 3-4.3 by committing an act that is unlawful or contrary to honesty and justice;
§ 4-8.4(c) by engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation; and
§ 4-8.4(d) by engaging in conduct prejudicial to the administration of justice.

The Florida Bar and Respondent are to be commended for their orderly presentation of a large volume of unfamiliar evidence. As explained by The Florida Bar in its closing argument, ". . . the Supreme Court of Florida's disciplinary system has no regulatory jurisdiction or competence in matters of insurance law. . . ." Moreover, this case involves cross-agency investigations involving both the Attorney General's unfair and deceptive trade practices division and the Fraud Division of the Department of Insurance. Because of the uniqueness of the case and the volume of the evidence, an inordinate amount of time has elapsed.

II. FINDINGS OF FACT

The referee has reviewed the 440 pages of transcript[1] and more than 1,000 pages of evidence[2] and finds:

1. In August of 1993, a Florida corporation called American Family Benefits Group was formed (AFBG hereinafter). Respondent, who was born on June IO, 1953 and admitted to practice on October 31, 1980, drafted and filed the articles of incorporation. He was an officer (vice president), director, and registered agent. AFBG was located in his law office, (T- 48,410). Three others participated with him in forming the company and in the day-today operation of it (T-48). Respondent was a licenced insurance sales agent in the early 1980's (T-404), but claims no special expertise in either insurance law or multilevel marketing plans. (T-259, 407).

2. An understanding of the insurance portion of the AFBG program is necessary to a resolution of the issues presented. From the testimony of the Respondent (T-392-396), his witnesses, and from TFB-19,20 and Resp.-1, it is clear thar the program was to have worked like this:

> A. Participating AFBG members were offered a "free $70,000 life insurance policy," if they would allow AFBG to "take out" five $70,000 universal life insurance policies. One was "given" to the member, the other four were owned by AFEG. AFBG would immediately pledge the entire face amount of the four unpaid policies as collateral for a loan. Approximately thirty percent or $84,000 would be available to purchase an annuity to pay the premiums on all five policies as they became due and to pay "upline compensation" to the "members who

[1] References to the transcript of testimony are referred to as T. ___ followed by the page number(s).

[2] References to The Florida Bar's documentary exhibits are referred to as TFB-___, followed by the exhibit number. Respondent's exhibits are similarly designated Resp.-___.

signed you up." (T-392). Additionally it was anticipated that there would be enough left to buy a $5,000 certificate of deposit, which in turn would secure a credit card with a $5,000 line of credit. finally the remainder of the proceeds would pay AFBG, and pay the $99 membership fee for members for whom it had been waived initially.

B. Other benefits available through AFBG were non-qualifying mortgages+ car rentals, and a lung distance telephone program, some kind of travel program, and a catalog sales program.

3. Despite the findings of the Department of Insurance to the contrary (TFB-1), the evidence presented by The Florida Bar does not support a conclusion that these other benefits were tied to the purchase of insurance, and they are not part of the allegations of wrongdoing in this case,

4. While no legal tie-in was shown by the evidence, TFB-25 clearly shows that the compensation plan of AFBG rewarded members who "signed up a new member who qualified for life insurance" 300 times more than those who signed up new members who only used AFBG's other benefits ($3000 for insurance; 510 for car leasing) (TFB-24).

5. The evidence shows clearly and convincingly that Respondent was actively and inextricably involved in the formation, operation and promotion of AFBG. In addition to being an officer and director of the corporation he was counsel, and he checked the insurance code to see if the plan violated it (T-408). He consulted a multilevel marketing attorney in another state for advice (T-4 18). He drafted or approved some of AFBG's promotional materials (T-254-257). He represented AFBG in the various regulatory proceedings (T-254,266).

6. The public response to AFBG's promotion was amazing to even its principals. At least 100,000 applications were received (the DOAH Hearing Officer found 140,000). (TFB-1 j At one point the postal authorities assigned Respondent's small office its own nine-digit zip code (T-260,397). Though the $99 membership fee was optional for most of the time, some 600 people sent the fee anyway (T-261, hut see, T-397). Membership applications were distributed in "at least a dozen states" (T-l 1 1).[3] Convincing evidence is lacking that Respondent or AFBG distributed the out-of-state applications themselves (T-402).

7. The Florida Bar contends that Respondent's activities in connection with AFBG violate several provisions of the insurance code and therefore constitute violations of the Rules Regulating The Florida Bar.

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[3]The activities of AFBG or the Respondent himself were enjoined either temporarily or permanently in Florida (TFB-1) and in the states of Georgia, Illinois, Louisiana, Michigan, Minnesota, Montana, Nebraska, Nevada, Oregon, South Dakota, Texas, Vermont (TFB-composite 23) and in Alaska (TFB-21), Arizona (TFB-22), and Alabama (TFB-23).

8. While it is clear that the insurance code was violated in several material respects. it does not follow, *ipso facto*, that the violations constitute dishonesty, fraud, misrepresentation or deceit. An individual analysis is required.

9. The Florida Bar's Complaint incorporates the Department of Insurance Immediate Final Order wherein it is alleged that the AFBG and consequently Respondent, violated certain provisions of the insurance code, to wit: § 626.9521 and §§ 626.9541(1) a, b, e, h, I, and n of Florida Statutes, 1995. The first section proscribes "unfair competition or an unfair or deceptive act or practice involving the business of insurance." The second sections generally proscribe falsity in advertising and other publications, misrepresentations in solicitations (known as "twisting" in the industry), making unlawful rebates, and offering free insurance,

10. The Respondent is guilty of violating several of the foregoing sections of Chapter 626, Florida Statutes, 1995:

A. The record is replete with offers of "free insurance." E.g., TFB-19, Resp.-1 and Resp.-9.

B. There never was in insurance company or underwriter ready and willing to write these policies. (TFB-7, T-162, 222) Claiming the insurance to be available was false and misleading. **However, clear and** convincing **evidence that Respondent made these false statements with knowledge of their falsity is lacking.**

C. There never was a bank ready and willing to extend credit on the "face value" of these unfunded insurance policies. (T-176-7, 278-281, 291-2) Claiming that insurance was available, was false and misleading to the public. Moreover, no such funding was possible on the face amount of the insurance policies because they would have had no cash value. (T-174-6, 185-7)[4]

[4]Respondent's two defenses to The Florida Bar's claim on this issue are misguided. First he presents an argument of the type: 'that just because no one has ever done if doesn't mean that it can't be done," It: I: [illegible] prove an axiom, but axiom do dot require proof. Clearly, if one could borrow money on an unfunded insurance policy, everyone would Second, Respondent claims that the concept of a viatical contract applies to this situation.(T-242-9) (The viatical concept involves the purchase at a discount of the beneficiary's rights in an existing insurance policy, whether paid up or not, in anticipation of the insured's imminent death.) Respondent's analogy misses the mark. The idea that the lender would be secure in the notion that loan would be paid because the death of the insured was certain, overlooks the fact that the time of the insured's death is very much uncertain. This factor alone, would preclude the success of the venture. Moreover, the Department cf Insurance view that the AFBG scheme could be a serious public safety issue is true. Unnamed and unknown lenders would have a finaricial interest in the early death of policy holders in whom they had no insurable interest in the traditional sense.

III. RECOMMENDATIONS AS TO WHETHER OR NOT THE RESPONDENT SHOULD BE FOUND GUILTY

The following recommendations regarding guilt or innocence arc based upon clear and convincing evidence contained in the forgoing findings of fact:

1. That the Respondent be found guilty of violating Rule 3-4.3 because he committed acts as a lawyer that were contrary to honesty and justice by his reckless disregard for the truth.

2. That the Respondent be found not guilty of violating Rule 4-8.4(c) because clear and convincing evidence is lacking that Respondent engaged in conduct involving wilful dishonesty, fraud deceit, or misrepresentation.

3. That the Respondent be found not guilty of Violating Rule 4-8.4(d) because the evidence is insufficient to show that Respondent engaged in conduct in connection with the practice of law that was prejudicial to the administration of justice.

XV . RULE VIOLATIONS FOUND

Rule 3-4.3, Rules Regulating The Florida Bar,

V. PERSONAL HISTORY AND PAST DISCIPLINARY RECORD

1. Only after the Memorandum Report of Referee was submitted to the parties did the undersigned consider the following prior disciplinary record provided by The Florida Bar in its suggested Report of Referee:

A. *The Florida Bar v. Beach,* 637 So.2d 237 (Fla. 1994). The Respondent was suspended for 28 days for trust accounting violations and a conflict of interest. He represented a client in several ventures and, in connection with one, held investor funds in his trust account. Respondent never advised potential investors that he represented only the corporation, and not them. The manner in which the business was conducted resulted in the corporation using the investors' funds for purposes other than that for which they were entrusted to the Respondent, The Respondent had a conflict of interest in representing the corporation and the original client.

B. *The Florida Bar v. Beach, 675* So.2d 106 (Fla. 1996). (*Beach* II). The Respondent was suspended for 90 days for assisting in the unlicenced practice of law and splitting fees with nonlawyers. The Respondent acted as the supervising attorney for a paralegal company that prepared forms for customers. The

Respondent also worked as an independent contractor for the company and, without meeting with the customer, provided legal services to her. The paralegal prepared the legal documents and received the fee, some of which was paid to Respondent+

On the other hand, the Respondent denies The Florida Bar's version of the facts that led to the memorandum decision found at 637 So.2d 237 (Fla. 1994). The Florida Bar has now supplemented this record with the referee's report and suspension order.[5]

From the entire record as supplemented the undersigned finds that the Respondent is 43 years old. He was admitted to practice on October 31, 1980. We is and was a sole practitioner. He has heretofore been suspended from practice twice: once in 1994 for 28 days for conflict of interest and trust account violations; and once in 1996 for 90 days for assisting in the unauthorized practice of law and improper fee splitting.

VI. RECOMMENDATIONS AS TO THE DISCIPLINARY MEASURES TO BE APPLIED

Applying Florida's Standards for Imposing Lawyer Sanctions and considering the three purposes for imposing lawyer sanctions found in *Beach II*, it is recommended that the Respondent be suspended from the practice of law for a period of three years and thereafter until proof of rehabilitation is presented. Disbarment would be warranted if this record contained evidence that the Respondent was guilty of more than a reckless disregard for the truth.

While the applicable standards generally call for a public reprimand for the violation found, the seriousness of the potential harm and the Respondent's prior disciplinary history militate in favor of a more severe sanction. Specifically, Standard 5.13 involving personal integrity, suggests a public reprimand "when a lawyer knowingly engages in any other conduct that involves dishonesty, fraud, deceit, or misrepresentation and that adversely reflects on the lawyer's fitness to practice law." The comments show that criminal act Is not necessary. Standard 7.3 calls for a public reprimand when a "lawyer negligently engages in conduct that is a violation of a duty owed as a professional, and causes injury or potential injury to a client, the public, or the legal system."

Standard 9.22 recommends aggravation when there were prior disciplinary offenses [9.22(a)]; there is a dishonest or selfish motive [9.22(b)]; the victim, the unsuspecting general public, was particularly vulnerable [9.22(h)]; and the Respondent has substantial experience in the practice cf law [9.22(I)]. Moreover, Respondent's prior disciplinary episodes involve similar acts of misconduct.

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[5]On March 12, The Florida Bar was asked to provide supporting documents for its claims regarding the facts of this case by March 13th at noon. On March 18th a faxed response was received.

Apart from a cooperative attitude toward these proceedings [9.32(e)], no mitigating factors can be recommended.

The Florida Bar v. Calvo, 630 So.2d 548 (Fla. 1993) and The *Florida Bar v. Mueller, 35*1 So.2d 960 (Fla. 1977) were considered, but this *case is* most like *The Florida Ear v. St. Laurent*, 617 So.2d 1055 (Fla. 1993), wherein a 91-day suspension was ordered for a lawyer's misrepresentation and misdirection and conversion of funds. While attorney St. Laurent bad substantial mitigation and no aggravation, Respondent is not so fortunate.

Considering the duty Respondent violated, his mental state, the potential injury to the public and the nature or the aggravating circumstances it is recommended that the Respondent be suspended from the practice of law in Florida for a period of three years and thereafter until proof of rehabilitation is shown.

VII. STATEMENT OF COSTS AND MANNER IN WHICH COSTS SHOULD BE TAXED

Based upon The Florida Bar's affidavit of costs the following costs are recommended as reasonable:

Transcript costs	$1,814.20
Bar counsel travel costs	$49.64
Referee travel costs	$128.52
Administrative costs	$750.00
Investigator costs	$70 1.50
Copy costs	$415.54
TOTAL COSTS:	$3,859.40

Other costs may reasonably be incurred in the future. It is recommended that all such costs and expenses together with the foregoing itemized costs be charged to the Respondent, and that interest at the statutory rate accrue from thirty days after the judgment in this case becomes final unless a waiver is granted by the Board of Governors of The Florida Bar.

Dated this 18th day of March 1997.

Respectfully Submitted,

/s/ROBERT A. YOUNG

Circuit Judge,
Designated Referee