

**IN THE SUPREME COURT OF FLORIDA
(Before a Referee)**

THE FLORIDA BAR,

Complainant

v.

ALAN S. GLUECK,

Respondent.

**Supreme Court Case
No. SC06-1101, SC07-1**

**The Florida Bar File
Nos. 2005-51,065(17J)
2005-51,354(17J)
2005-51,440(17J)
2005-51,469(17J)
2006-50,254(17J)
2006-50,780(17J)
2006-51,397(17J)
2006-51,490(17J)**

REPORT OF REFEREE

I. SUMMARY OF PROCEEDINGS:

The Florida Bar filed its complaints in this cause with the Supreme Court of Florida on or about June 9, 2006 and on or about December 29, 2006. Both cases thereafter were consolidated for final hearing, and the undersigned was appointed to preside as Referee in this proceeding by order of the Chief Judge of the Fifteenth Judicial Circuit. A final hearing in the case was held January 30 and 31, 2007 and February 13 and 16, 2007. The pleadings, all other papers filed in this cause, and all evidence introduced at the final hearing which are forwarded to the Supreme Court of Florida with this report, constitute the entire record.

During the course of these proceedings, Respondent was represented by attorney Kevin P. Tynan and The Florida Bar was represented by Juan Carlos Arias.

II. FINDINGS OF FACT, CONCLUSIONS OF LAW AND VIOLATIONS OF RULES

The Referee's findings of fact, conclusions of law and findings regarding violations of the Rules are as follows:

1. Respondent is, and at all times material to this action was, a member of The Florida Bar and subject to the jurisdiction and disciplinary rules of the Supreme Court of Florida.

2. The two consolidated cases concern eight different clients and the relationship the Respondent had with a person who held herself out as the Respondent's paralegal. The Florida Bar also contends that Respondent made misrepresentations to the Bar in his responses to some of the individual grievances filed by various clients and in a sworn statement during the Bar's investigation.

3. The Respondent, who has been a member of The Florida Bar since 1976, first met Elayne Bechtinger (hereafter "Bechtinger") in 1998, when he was introduced to her as someone who could provide an entrée into the Brazilian community and perhaps work together in the immigration field. The Bar, in its two complaints, asserts that the business relationship that was ultimately created between Bechtinger and the Respondent was unethical and in particular claims that

there was a partnership between a lawyer and a nonlawyer. See Counts II, X, XV, XXIII, & (Case 2) III. While the Respondent contended that the relationship was not a partnership in the true sense of the word, he admitted that the relationship was flawed and created systemic ethical problems concerning the sharing of fees and that the office could have been structured better. Respondent repeatedly stated his business relationship with Bechtinger was “not intense.”

4. During a meeting to discuss the establishment of a business relationship, the Respondent also agreed to represent Bechtinger concerning a then ongoing Unlicensed Practice of Law (“UPL”) investigation of Bechtinger and her then company, B & L Business Legal, Inc., (“B & L”). The UPL investigation was concluded by way of a Stipulation for Permanent Injunction dated December 4, 1998 and Supreme Court Order approving same. [The Florida Bar’s Exhibit 3]. The Bar asserts, in Counts III, VII, XI, XVI and XXIV, that the Respondent knowingly assisted Bechtinger in violating this injunction. The Respondent disagreed that he knowingly allowed Bechtinger to violate this injunction and testified that, while he now understands that the business model that ultimately developed could have been better thought out, he did not intentionally violate the provisions of the injunction and believed that the business relationship compliance with the injunction. However, the Referee finds that Respondent intentionally violated the UPL injunction. Respondent failed to set up sufficient safeguards to

insure that Bechtinger did not violate the injunction; failed to supervise her; failed to adequately set up a system of checks and balances for the protection of his clients at the Aventura location; allowed Bechtinger to give legal advice in connection with labor and immigration matters; and otherwise assisted Bechtinger in violating the injunction by virtue of how the business was operated.

5. The initial discussions between Bechtinger and the Respondent resulted in the Respondent renting an office on Brickell Avenue in Miami. While the Respondent was the only person to testify at trial about the creation of the initial business relationship, Bechtinger's 1997 testimony before the UPL committee was introduced as evidence. [The Florida Bar's Exhibit 2]. Of particular interest was Bechtinger's testimony in that transcript that she had sold her company (B & L) to two friends and that included in the sale were all of her business clients. The two friends renamed the business Millenia Consulting Services, Inc. (hereafter "Millenia") [The Florida Bar's Exhibit 2, p. 43]. More importantly she testified about her intention to work for the Respondent and that she would be directly employed by him and that she will be paid a salary for such employment but that she was currently only being paid for the work that she was doing. [The Florida Bar's Exhibit 2, pp. 44 and 45]. After the Brickell avenue office was closed, Bechtinger and Respondent opened up a satellite law office

inside the Millennia suite at 20630 Biscayne Boulevard, Aventura Florida. (hereafter “Aventura location”)

6. The Respondent testified about how he practiced law from the Aventura office. Respondent testified he went to the Aventura location every two to three weeks and perhaps more often when a new law had a impending filing deadline. The potential client would be screened by Bechtinger who would complete intake forms prepared by the Respondent. These intake forms would then be shared with the Respondent on a as needed basis during a personal conference with the Respondent and Bechtinger. The Respondent would direct what action was necessary on a file and would request Bechtinger to follow up with the client and secure the information that he needed to complete the service that was requested and draft the appropriate forms for Respondent’s review and approval. Respondent would rarely meet with the client.

7. For all labor and immigration work completed at the Aventura office, the Respondent used the Aventura office as his mailing address for the documents that were served through this office. All mail concerning these cases was sent to the Aventura office, which mail was reviewed by Bechtinger and brought to the Respondent’s attention when necessary. The only telephone number the Aventura location clients had was for the Aventura location. The business cards given to clients indicated Bechtinger to be Respondent’s paralegal and only gave the

Aventura location address and telephone number. [The Florida Bar's Exhibit 4]. Therefore, these clients were not informed that Respondent had his main office and telephone number in Hollywood, Florida.

8. How fees were paid and how the Respondent paid for the services that were provided to him by Bechtinger and/or Millenia was of concern to the Bar. The documentation and evidence presented at trial shows that a client would come to the Aventura office and would either execute a retainer agreement with Millenia or the Respondent and fees would be paid to both, apparently without any real pattern. The Respondent testified that if monies were paid to him directly by a client these funds would be deposited in an account that he managed through the Aventura office and which Millennia and/or Bechtinger had access. Although Respondent argued it was the Bar's burden to prove illegal sharing of fees, Respondent produced only a few checks made out to Millennia from him and could offer no explanation as to what the checks were for.

9. The Respondent testified that over time and as the volume of the work being performed in the Aventura office increased he lost track of how monies were being collected from clients. It was the Respondent's testimony that his financial deal with Bechtinger was that he would be paid a certain sum for each type of case that he worked on in the Aventura office and that the remaining monies collected from the client would go to Bechtinger and/or Millenia for the services that they

were providing to him in processing these clients. These services included secretarial services (typing, copying and the like), translating services not only for documents but to communicate with clients when needed, receptionist services for the clients he represented through the Aventura office and more importantly for the paralegal services being supplied by Bechtinger. Respondent believes that factored in to the monies being paid to Bechtinger and/or Millenia should be the value of any rent that would have been charged to the Respondent for his use of the conference room to work and meet with clients, as well as to store client files.

10. Respondent testified that if the fee was paid to Millenia he was to be paid a small sum (ranging from \$150.00 to \$300.00) with Millenia keeping the balance of the funds and paying the appropriate costs of their services, including that of Bechtinger. During the final hearing the Respondent admitted that this financial arrangement was flawed and inappropriate. All monies should have initially been paid to Respondent and then the costs for the Millenia/Bechtinger services should have been paid in an identifiable manner. The Referee also finds it less than credible that the amount of money Respondent was paid for each case was in the range set forth above, especially, in light of the fact that clients of the Aventura location paid thousands of dollars in what they thought to be “legal fees.”

11. R. Regulating Fla. Bar 4-5.4(c) states that a “lawyer shall not form a partnership with a nonlawyer if any of the activities of the partnership consist of

the practice of law.” Of necessity to reach a conclusion on whether this rule was violated one must find that the “activities” conducted by the nonlawyers are the practice of law. During closing argument both parties took differing opinions on this issue. Respondent contended that there was a distinct difference between the activities related to immigration and labor certification and that the completion of the form for a labor certification application was not the practice of law. However, the Aventura location clients were seeking legal advice, paying legal fees and having a lawyer sign off on the labor certification application. Respondent testified that there was a three step process for most of these clients, the first was the labor certificate and then two steps involving immigration papers. Both parties agree that services provided in the immigration field can be considered the practice of law as you need to be a lawyer to represent clients in immigration matters. In fact the first document filed in an immigration case is called a G-28, which is the lawyer’s notice of appearance.

12. In *The Florida Bar v. Beach*, 675 So.2d 106 (Fla. 1996), the Supreme Court held that it was improper for a lawyer to allow a nonlawyer who is not directly in the employ of a lawyer to: “act as a conduit for giving legal advice by obtaining and relaying, without supervision, case-specific information to persons whom (the lawyer) had never actually met or consulted.” *Id* at 109. Further, in *The Florida Bar v. Abrams*, 919 So.2d 425 (Fla. 2006) the Supreme

Court found that a lawyer should be sanctioned, when he held himself out as the “managing attorney” of a nonlawyer corporation but allowed that nonlawyer to conduct all client interviews, make all the decisions on which immigration forms were needed and the appropriate course of action for clients and only appeared at the office “several times a month” to sign the forms and collect his check. The testimony in that case also revealed that the paralegal had made several attempts to make the lawyer more involved in the practice but he declined. *Id.* at 429. In this case, Bechtinger acted as a conduit to provide legal advice to clients. She was the conduit for factual and legal information. Furthermore, the testimony at the final hearing was that the factual information was compiled on Respondent’s forms and that Bechtinger would decide which forms were to be completed, signed and mailed.

13. There came a point in time that the Respondent terminated his relationship with Bechtinger. The Respondent testified that he discovered on a weekend when he was in the Aventura location office and the office was closed for business that Bechtinger had written a letter on his law firm stationery that he had no knowledge of and had not approved. He advised Bechtinger that their business relationship was over and that he no longer wanted to represent any client that came to him through Bechtinger and Millennia. Accordingly, Respondent allowed Bechtinger to find a new immigration lawyer for his Aventura location clients and

all open files were transitioned, with the client's consent to the new lawyer – Scott Kimmel. However, it appears Respondent did not insure that Attorney Kimmel had sufficient knowledge of immigration law and procedures in order to have his clients adequately represented. Respondent did not prepare transfer memoranda and/or status memoranda prior to transferring the files to Attorney Kimmel. Based upon the testimony of some of the witnesses, they still attempted to contact Respondent after the Aventura location office was closed due to the fact they were not advised of the closing of the office or that their file had been transferred or that Attorney Kimmel was charging an additional fee that they were told they would not have to pay but were unable to contact Respondent as they did not know about his Hollywood office.

14. On December 4, 1998, Bechtinger executed a Stipulation for Permanent Injunction from engaging in acts that could be considered the unlicensed practice of law in Florida. [The Florida Bar's Exhibit 3]. The Respondent, who acted as her counsel to resolve the then pending UPL investigation, signed the Stipulation as her lawyer and had full knowledge of the content of same at the time it was signed and later ratified by the Supreme Court of Florida.

The Florida Bar in its complaint cites to the injunction which enjoined Bechtinger, permanently and perpetually, individually and any business Bechtinger is associated with and employees or those acting in concert with her from

(B) Advising persons and entities of their rights, duties, and responsibilities under Florida Law, or Federal Law, as those laws relate to any legal matters and immigration and naturalization matters, including advising persons and entities as to various immigration benefits or statuses [sic] and the INS forms and procedures which are required to obtain these benefits and statuses, except to any limited degree permitted under the Code of Federal Regulations or other law.

In particular the Bar alleges that the Respondent allowed Bechtinger to violate the injunction as she was “advising persons . . . as to various immigration benefits . . . and the INS forms . . . to obtain these benefits.” [See paragraph 20 of the first complaint]. The Referee finds that there was a violation of the UPL injunction by Bechtinger and that Respondent assisted in the violation of the injunction as set forth above and as more particularly set forth below in the individual cases.

15. A discussion of each claim of misrepresentation will be set forth in the discussion of the individual complaints. At issue in each misrepresentation count is the claim by the Bar, that the Respondent, in his correspondence to the Bar and in response to Bar complaints, made several misrepresentations concerning his relationship to certain clients and to their legal matters, as well as his relationship with Millennia and Bechtinger appears that the Respondent’s letters to the Bar did

not reveal the total relationship that the Respondent had with Millennia and Bechtinger. The Referee finds that the Bar has proven by clear and convincing evidence that Respondent intentionally mislead The Florida Bar and knowingly concealed his relationship with Bechtinger and Millennia.

16. The paragraphs that follow represent the Referee's specific findings of fact in Supreme Court Case No. SC06-1101. The findings will track the six individual Florida Bar file numbers as outlined in the Complaints.

COUNT I

The Florida Bar File No. 2005-51,065(17J)

17. Francisco Ramos (hereafter "Ramos") hired Respondent at the Law Office of Alan S. Glueck located at the Aventura location. Ramos hired Respondent to assist him in applying for permanent residence in the United States. No retainer contract was executed but Ramos paid Millennia approximately four thousand dollars (\$4,000.00).

18. Millennia provided immigrants with services that included translations and bookkeeping.

19. Ramos received a business card from Bechtinger that stated that she was a "paralegal" in the Law Office of Alan S. Glueck at the Aventura location. [The Florida Bar's Exhibit 4]. Ramos testified at the Final Hearing that he saw Respondent's name on the door of one of the offices at the Aventura location.

20. Respondent never met Ramos until after the Bar complaint was filed but Ramos signed the Alien Employment Certification application provided by Bechtinger.

21. On or about April 30, 2001, Ramos received a letter in Portuguese from Bechtinger, as “Paralegal p/ Alan S. Glueck”, informing Ramos that his application for a Labor Certification was sent to the Labor Department before the due date of April 30, 2001. [The Florida Bar’s Exhibit 6(A), 6(B), 6(C) and 6(D)].

22. Respondent appeared as attorney of record and/or agent for Ramos in his submission of the Alien Employment Certification application with the Agency for Workforce Innovation (AWI). Respondent gave the Aventura location’s address as his address of record for the Law Office of Alan S. Glueck. [The Florida Bar Exhibit 4(B)].

23. On October 3, 2002, Millennia provided Ramos with Invoice # 2952 for a “Labor Certificate Application change of employer” in the amount of five hundred dollars (\$500.00). [The Florida Bar’s Exhibit 5(D)]. On December 3, 2002, Millennia provided Ramos with Estimate # 159 for an “I-120 O Nonimmigrant Petition for Alien Worker Immigration fee and I-129 O” for the proposed amount of two thousand, six hundred and thirty dollars (\$2,630.00). [The Florida Bar’s Exhibit 5(E)].

24. In May 2003 AWI sent a letter to Respondent at the Aventura

location informing him that Ramos' paperwork was deficient and requested that corrections be made. [The Florida Bar's Exhibit 8(A)].

25. Respondent failed to make the corrections. Ramos testified that neither the Respondent nor Bechtinger informed him that the corrections letter had been sent. Respondent testified that there was a need for a new employer and until that was done the process could not continue. However, if Ramos was not informed, it would be impossible for him to know this.

26. On July 31, 2003 AWI sent Respondent a letter to the Aventura location informing him that, based on the failure to correct the application, Ramos' application for Alien Employment Certification had been cancelled. [The Florida Bar's Exhibit 8(B)].

27. Respondent failed to take any further action in the case and did not inform Ramos of the written communications from AWI. Respondent looks to the bill from Millennia as evidence of the fact that Ramos knew that he needed to make corrections. [The Florida Bar Exhibit's 4D]. This is not persuasive of either Respondent or Bechtinger giving Ramos information that he needed to get a new employer to sign off on his application. Furthermore, Respondent failed to inform Ramos that he closed the Law Office of Alan S. Glueck at the Aventura location. Respondent claims the reason Ramos was not informed of the closing of the Aventura location was because Ramos's labor certification process had already

been closed. Respondent testified that he continued to maintain his record Florida Bar address in Hollywood, Florida and could be found at that location. The problem with this argument is that Ramos, and other complainants, were not given this address by the Respondent or Bechtinger, Ramos was never seen at the Hollywood address by the Respondent and for one and a half years all of his contact with Respondent was through Bechtinger at the Aventura location.

28. Ramos testified that he learned that his Alien Employment Certification had been cancelled by searching on a government internet site. [The Florida Bar's Exhibit 7]. Respondent's argument that Ramos had to know that it was cancelled due to the fact he had a bill is not persuasive.

29. After Ramos filed a complaint with The Florida Bar, Respondent agreed to meet with Ramos regarding his case. Respondent told Ramos that he contracted with Millennia and that he paid Millennia. Respondent blamed Millennia for the problems with the application and refused to return money to Ramos. Respondent testified that all the money was paid to Millennia and that Millennia did not even pay him his three hundred dollars (\$300.00) for work on the Ramos file. Respondent made similar statements to The Florida Bar in his responses to Ramos' complaint. [The Florida Bar's Exhibit 23]. Ramos testified that he did not want Respondent to perform the work because he was not "trustful".

30. By the conduct set forth above, Respondent violated **3-4.2** [Violation

of the Rules of Professional Conduct as adopted by the rules governing The Florida Bar is a cause for discipline.]; **3-4.3** [The commission by a lawyer of an act that is unlawful or contrary to honesty and justice, whether the act is committed in the course of the attorney's relations as an attorney or otherwise, whether committed within or outside the state of Florida and whether or not the act is a felony or misdemeanor, may constitute a cause for discipline.]; **4-1.1** [A lawyer shall provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness, and preparation reasonably necessary for the representation.]; and **4-8.4(a)** [A lawyer shall not violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another.].

COUNT II

31. Respondent entered into a business relationship, which could be considered a 'partnership' with Bechtinger, wherein he provided legal services to the clients of Millennia. through his law office at the Aventura location.

32. Respondent knew that Bechtinger was not an attorney licensed to practice law in the State of Florida and that part of the activities of the business relationship consisted of the practice of law.

33. As part of his partnership with Bechtinger, Respondent reviewed

documents for legal sufficiency and entered notices of appearance in certain cases including that of Ramos.

34. Respondent benefited financially from this partnership by receiving services from Millennia's secretaries, bookkeepers and billing employees. Furthermore, Respondent did not pay for rent, utilities, photocopying, or secretarial services provided by the employees of Millenia at the Aventura location. Although Respondent asserted in his sworn statement that "Millennia would adjust his payment to account for services," Respondent has never produced any evidence that this was actually the case except for two checks first provided to The Florida Bar at the final hearing on February 13, 2007. Neither of the checks indicated what the checks for even though they were made out to Millennia. Respondent argued that he did not obtain a financial windfall but it was not clear as to how much he actually received as a result of the business relationship. Respondent also argues that the services from Millennia were not free but there was no evidence as to how much was paid for services, utilities, rent, etc. Respondent also used the Aventura location's address as his record address for the Law Offices of Alan S. Glueck and authorized Bechtinger and her staff to receive and process all the legal mail he received at the Aventura location.

35. Respondent failed to provide a contract or any legal documentation

that would explain the specific business relationship he had with Bechtinger. Respondent argued that there is no contract to provide. Respondent testified that there was no formal relationship, except that which developed over time as a course of practice. Therefore, the Referee finds that whether the relationship is called, a “partnership” or “business relationship”, it was improperly formed and operating contrary to the Rules governing members of the Florida Bar.

36. The Referee finds that Respondent allowed Bechtinger to use his name and title in return for the legal business generated by Millennia at the Aventura location. The uncontroverted facts that Respondent received free rent, utilities, use of a photocopier, staff and even the free service of paralegal Bechtinger is clear and convincing evidence that he had an inappropriate partnership or business relationship with a nonlawyer. Respondent argued that these services were offset by the payments made to Millennia. However, there was no record evidence as to how the deductions were made for any of the payments to Ramos or any other client listed below. In practice, Millennia and the Law Office of Alan S. Glueck blended together into one operation sharing the same office manager, location, employees, and control over bank accounts. It is uncontroverted that the partnership or business relationship’s activities included the practice of law.

37. By the conduct set forth above, Respondent violated R. Regulating

Fla. Bar **3-4.2** [Violation of the Rules of Professional Conduct as adopted by the rules governing The Florida Bar is a cause for discipline.]; **3-4.3** [The commission by a lawyer of an act that is unlawful or contrary to honesty and justice, whether the act is committed in the course of the attorney's relations as an attorney or otherwise, whether committed within or outside the state of Florida and whether or not the act is a felony or misdemeanor, may constitute a cause for discipline.]; **4-5.4(c)** [A lawyer shall not form a partnership with a nonlawyer if any of the activities of the partnership consist of the practice of law.]; **4-8.4(a)** [A lawyer shall not violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another.].

COUNT III

38. There was no dispute that Respondent was Bechtinger's attorney in 1997 when she stipulated to and negotiated a settlement that allowed for a permanent injunction with The Florida Bar which enjoined her from engaging in the practice of law. [The Florida Bar's Exhibit 2].

39. The permanent injunction enjoined Bechtinger or any business she is associated with from "advising persons and entities as to various immigration benefits or statuses [sic] and the INS forms and procedures which are required to obtain these benefits..." Furthermore, the permanent injunction also enjoined Bechtinger from "taking inquires [sic] or answering questions from persons and

entities as to which particular INS form or application is suited to the needs of the persons and entities, how to fill out the form or application, or what supporting documentation should accompany the form or application.” [The Florida Bar’s Exhibit 3].

40. In his response to Ramos’ Bar complaint dated May 26, 2005, Respondent states that Bechtinger’s “office prepared his [Ramos’s] documents, apparently based on his meetings with her and the information and documents he provided to her.” [The Florida Bar’s Exhibits 23 and 24]. Respondent also acknowledged in his sworn statement and testimony at the final hearing that Bechtinger did prepare the labor and immigration packets for his review and signature.

41. Since Respondent acknowledges that he did not meet with Ramos, it was uncontroverted that Bechtinger and her staff met with Ramos, took his inquiries, and answered all his questions regarding immigration and/or labor certificate matters. Furthermore, Ramos’s testimony at the final hearing was that the process was explained to him by Bechtinger and that all his questions were answered by her. Ramos first met Respondent after he filed a complaint with The Florida Bar.

42. Referee finds that Respondent assisted Bechtinger in violating the

permanent injunction entered by the Supreme Court of Florida. Respondent argued that because the labor certificate process does not require a lawyer's advice or signature, he did not assist Bechtinger in violating the permanent injunction. Referee finds this argument unpersuasive. Respondent also attempts to argue that immigration information was not provided by Bechtinger. However, it was clear that Ramos intended to pursue the steps beyond the labor certification process. It is also clear that Ramos, and others, thought the monies paid were "legal fees." Respondent testified that the labor certificate application did not require "great legal thinking" but he reviewed the package for "legal sufficiency" and signed as "agent." Clearly, Respondent was providing legal advice and allowing Bechtinger to provide legal advice by virtue of the way the packages were prepared for his review and signature. This was contrary to the injunction entered into with The Florida Bar.

43. By the conduct set forth above, Respondent violated R. Regulating Fla. Bar **3-4.2** [Violation of the Rules of Professional Conduct as adopted by the rules governing The Florida Bar is a cause for discipline.]; **3-4.3** [The commission by a lawyer of an act that is unlawful or contrary to honesty and justice, whether the act is committed in the course of the attorney's relations as an attorney or otherwise, whether committed within or outside the state of Florida and whether or not the act is a felony or misdemeanor, may constitute a cause for discipline.]; **4-**

8.4(a) [A lawyer shall not violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another.].

COUNT IV

44. In Respondent's response to the Bar dated May 26, 2005, Respondent attempts to mislead the Bar investigator by distancing himself from his client and paralegal, Bechtinger and Millennia by stating that Mr. Ramos "contracted with Millennia Consulting Services, Inc.," and that "he paid \$4,000 to Millennia for their work...." [The Florida Bar's Exhibit 23]. Furthermore, Respondent states that Ramos had "no legal relationship with me." However, in the same response he admits that he did agree to act as the legal agent for the labor certificate process and that he signed the appropriate documentation. Respondent also attempts to distance himself from Ramos by stating he signed the labor certification documents as agent for the employer and that Ramos was only an intended beneficiary of that representation. The Referee finds this argument less than credible. It is clear that Respondent did have a legal relationship with Ramos.

45. Respondent failed to disclose the fact that he operated a law office from the same suite used by Millennia and that he was the agent and attorney of record. By omitting to explain the true nature of his relationship with Bechtinger and Millennia, Respondent led The Florida Bar to believe that he was just a sub-

contractor when, in reality, he had a law office at the Aventura location and had a business relationship with Bechtinger and Millennia.

46. Ramos testified that he understood from his contacts with Bechtinger that he had hired Respondent as his attorney for the labor certificate matter and that Respondent signed his Application for Alien Employment Certification as the legal agent.

47. Furthermore, correspondence from the Labor Department was sent to Respondent at the “Law Office of Alan S. Glueck” at the Aventura location.

48. On July 5, 2005, Respondent responded to the Bar’s further inquiries by stating that he “was presented this case for review by Millennia Inc., who contracted with Ms. [sic] Ramos and prepared the paperwork.” Again, Respondent failed to disclose that he operated a law office from the same suite used by Millennia Inc and failed to explain his business relationship with Bechtinger and Millennia.

49. In September, 2005 after the Bar inquired into Respondent’s relationship with Millennia, Respondent’s response described Millennia as a company that “apparently provided various services,” that he used Millennia’s “conference room at times to see various clients,” and that when Millennia needed an attorney to review immigration applications Millennia “presented me the files to review....” [The Florida Bar’s Exhibit 34]. Again, Respondent failed to disclose

that he was operating the Law Office of Alan S. Glueck from the Aventura location and failed to explain his business relationship with Bechtinger and Millennia in his initial response to the Bar which was made in May, 2005. After being confronted with the evidence that proves Respondent had a law office in the same suite used by Millennia, Respondent acknowledged through his attorney on March 3, 2006, that “he had a legitimate satellite office located in the office suites used by Millennia Consulting Services, Inc.” [The Florida Bar’s Exhibit 36]. Respondent testified that he wished that he had been more descriptive in his responses to the Bar to avoid any misunderstanding and that he was merely responding to the claims and questions in the Bar’s correspondence. However, the Referee finds that the responses were misleading and Respondent intentionally did not advise the Bar of his relationship with Bechtinger and Millennia.

50. By the conduct set forth above, Respondent violated R. Regulating Fla. Bar **3-4.2** [Violation of the Rules of Professional Conduct as adopted by the rules governing The Florida Bar is a cause for discipline.]; **3-4.3** [The commission by a lawyer of an act that is unlawful or contrary to honesty and justice, whether the act is committed in the course of the attorney’s relations as an attorney or otherwise, whether committed within or outside the state of Florida and whether or not the act is a felony or misdemeanor, may constitute a cause for discipline.]; **4-8.1(a)** [An applicant for admission to the bar, or a lawyer in connection with a bar

admission application or on connection with a disciplinary matter shall not knowingly make a false statement of material fact.]; **4-8.1(b)** [An applicant for admission to the bar, or a lawyer in connection with a bar admission application or on connection with a disciplinary matter shall not knowingly fail to disclose a fact necessary to correct a misapprehension known by the person to have arisen in the matter. . .]; **4-8.4(a)** [A lawyer shall not violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another.]; **4-8.4(c)** [A lawyer shall not engage in conduct involving dishonesty, fraud, deceit or misrepresentation.].

COUNT V

The Florida Bar File No. 2005-51,354(17J)

51. Respondent was hired by Augusto De Menezes (hereafter “De Menezes”), a resident of Massachusetts, to assist him in applying for a labor certificate and permanent residence in the United States. De Menezes contacted the Law Office of Alan S. Glueck after reading an advertisement in a local Brazilian newspaper in a town in Massachusetts which indicated Respondent was a lawyer for the “new law.”

52. De Menezes signed Respondent’s retainer agreement and paid Respondent four thousand dollars (\$4,000.00) for his services. The retainer agreement was for the preparation of an Application for Employment Certification.

The retainer agreement identifies the Law Office of Alan S. Glueck at the Aventura location. [The Florida Bar's Exhibit 19(A)].

53. De Menezes testified that Bechtinger explained the "new law" to him and how he could qualify under the "new law." Bechtinger explained the documents to him. The Application for Employment Certification was prepared by Bechtinger, signed by the Respondent, and submitted to the U.S. Department of Labor. [The Florida Bar's Exhibit 19(E)]. Respondent never met or spoke to De Menezes but signed the Alien Employment Certification application provided by Bechtinger.

54. The Application for the labor certificate was approved on June 16, 2003. [The Florida Bar's Exhibit 19(D)].

55. After the Labor Certification was approved, in July 2003 De Menezes received Estimate # 161 that identified the Law Office of Alan S. Glueck as being in the Aventura location. The Estimate was for the preparation and submission of visa petitions to the Immigration and Naturalization Services (hereafter "INS"). [The Florida Bar's Exhibit 19(B)].

56. De Menezes signed a second retainer agreement with Respondent for the preparation of I-140 and I-485 visa petitions. [The Florida Bar's Exhibit 21(A)].

57. De Menezes paid a second fee of \$1,000 and further remitted \$1,560

to Respondent for the payment of immigration fees. [The Florida Bar's Exhibit 19(C)].

58. After filing the visa petitions, Respondent informed De Menezes in writing that Respondent was no longer able to handle the case and that Attorney Scott Kimmel, would complete his case for no additional fee, if he wanted his case transferred to Attorney Kimmel. The letter Respondent sent to complainant identified the Law Office of Alan S. Glueck as being at the Aventura location. [The Florida Bar's Exhibit 21(B)].

59. On July 6, 2004, De Menezes signed a retainer agreement with Attorney Kimmel but was required to pay a flat fee of \$500.00 to "keep the case going" and was asked to pay immigration fees. [The Florida Bar's Exhibit 21(C)]. Thereafter, De Menezes was unsuccessful in his attempts to contact Respondent. [The Florida Bar's Exhibit 22]. De Menezes had sent a letter to Respondent that went unanswered and attempted to call Respondent and Bechtinger at the Aventura location several times. Respondent failed to inform De Menezes that he closed his law office at the Aventura location. Respondent argued that De Menezes was already a client of Attorney Kimmel and therefore, there was no need to tell him of the closing of his office. However, this argument fails as De Menezes had attempted to contact Respondent in writing and by calling the telephone number at the Aventura location. Respondent failed to make arrangements to forward his

legal mail to his Hollywood address or have the telephone forwarded to his law office.

60. By the conduct set forth above, Respondent violated R. Regulating Fla. Bar **3-4.2** [Violation of the Rules of Professional Conduct as adopted by the rules governing The Florida Bar is a cause for discipline.]; **3-4.3** [The commission by a lawyer of an act that is unlawful or contrary to honesty and justice, whether the act is committed in the course of the attorney's relations as an attorney or otherwise, whether committed within or outside the state of Florida and whether or not the act is a felony or misdemeanor, may constitute a cause for discipline.]; **4-1.3** [A lawyer shall act with reasonable diligence and promptness in representing a client.]; **4-1.4(a)** [A lawyer shall keep a client reasonably informed about the status of a matter and promptly comply with reasonable requests for information.]; and **4-8.4(a)** [A lawyer shall not violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another.].

COUNT VI

61. In Respondent's response to bar counsel, dated June 26, 2005, Respondent attempts to mislead the Bar investigator by distancing himself from Bechtinger and Millennia.

62. Respondent fails to mention Millennia by name and failed to

disclose the fact that he had a law office in the same suite used by Millennia.

63. In response to De Menezes' allegation that Respondent "disappeared," Respondent states that his law office was always in the city of Hollywood, Florida. However, De Menezes hired Respondent at the Aventura location. The only telephone number given to De Menezes was at the Aventura location. Again, Respondent failed to disclose to the Bar that he had a law office at the Aventura location.

64. The two retainer agreements signed by Respondent and De Menezes show that the Law Office of Alan S. Glueck was located at the Aventura location.

65. Sometime thereafter, Millennia and the Law Office of Alan S. Glueck at the Aventura location closed their doors.

66. Therefore, the Law Office of Alan S. Glueck, in the location known to De Menezes, did in fact "disappear."

67. After the Bar inquired into Respondent's relationship with Millennia, Respondent described Millennia as a company that "was providing accounting services, tax preparation services," in addition to immigration services; that Bechtinger offered for him to use Millennia's conference room at times to see various clients; and that when Millennia needed an attorney to review immigration and labor documents Bechtinger hired him to "review any paperwork she prepared for legal sufficient [sic]". [The Florida Bar's Exhibit 1, pp. 37, 44 and 47]

Respondent failed to disclose that he was operating the Law Office of Alan S. Glueck from Millennia's Aventura location. After being confronted with the evidence that proved Respondent had a law office operation in the same suite used by Millennia, Respondent acknowledged through his attorney on March 3, 2006, that "he had a legitimate satellite office located in the office suite used by Millennia Consulting Services, Inc." [The Florida Bar's Exhibit 36] Respondent testified that he wished that he had been more descriptive in his responses to the Bar to avoid any misunderstandings and that he was merely responding to the claims and questions in the Bar's correspondence. However, the Referee finds that the responses were misleading and Respondent intentionally did not advise the Bar of his relationship with Bechtinger and Millennia.

68. Respondent stated in his sworn statement that his business relationship with Millennia consisted of reviewing and signing immigration applications for fees "in the nature of one hundred dollars" or "one hundred fifty dollars." Respondent's statement is contradicted by documentary evidence that shows that he received and deposited in his law firm's Bank Atlantic account retainer checks from clients visiting the Aventura location. In the De Menezes case, Respondent deposited twenty eight hundred dollars (\$2,800.00) in retainer checks. [The Florida Bar's Exhibit 20]. Further, De Menezes' retainer contracts clearly state that the payments were to be made to "Law Office of Alan S. Glueck," not Millennia.

69. Respondent's testimony that the fees were paid to him and deposited in his Bank account and then Bechtinger or someone from Millennia would pay expenses out of the account such that he only kept "his portion" of the fees or fees in the amount of one hundred dollars (\$100.00) to one hundred and fifty dollars (\$150.00) is not credible. The Referee finds that the Respondent knowingly and intentionally misrepresented his relationship with Bechtinger and Millennia and the payment method to the Bar.

70. By the conduct set forth above, Respondent violated R. Regulating Fla. Bar **3-4.2** [Violation of the Rules of Professional Conduct as adopted by the rules governing The Florida Bar is a cause for discipline.]; **3-4.3** [The commission by a lawyer of an act that is unlawful or contrary to honesty and justice, whether the act is committed in the course of the attorney's relations as an attorney or otherwise, whether committed within or outside the state of Florida and whether or not the act is a felony or misdemeanor, may constitute a cause for discipline.]; **4-8.1(a)** [An applicant for admission to the bar, or a lawyer in connection with a bar admission application or on connection with a disciplinary matter shall not knowingly make a false statement of material fact.]; **4-8.1(b)** [An applicant for admission to the bar, or a lawyer in connection with a bar admission application or on connection with a disciplinary matter shall not knowingly fail to disclose a fact necessary to correct a misapprehension known by the person to have arisen in the

matter. . .]; **4-8.4(a)** [A lawyer shall not violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another.]; **4-8.4(c)** [A lawyer shall not engage in conduct involving dishonesty, fraud, deceit or misrepresentation.].

COUNT VII

71. Respondent was Bechtinger’s attorney in 1997 when she stipulated to a permanent injunction with The Florida Bar which enjoined her from engaging in any business that provided legal services.

72. The permanent injunction enjoined Bechtinger or any business she is associated with from “advising persons and entities as to various immigration benefits or statuses [sic] and the INS forms and procedures which are required to obtain these benefits....” Furthermore, the permanent injunction also enjoined Bechtinger from “taking inquires [sic] or answering questions from persons and entities as to which particular INS form or application is suited to the needs of the persons and entities, how to fill out the form or application, or what supporting documentation should accompany the form or application.” [The Florida Bar Exhibit 3].

73. According to De Menezes, every time he called Respondent’s office he only spoke with Bechtinger who identified herself as Respondent’s paralegal. He never spoke with Respondent. [The Florida Bar’s Exhibit 22]. Respondent

testified at the Final Hearing that he never met or spoke to De Menezes during his representation.

74. Respondent allowed Bechtinger to interview immigration clients such as De Menezes, prepare applications, and advise clients regarding the legal requirements, procedures and the “new law.” De Menezes testified that Bechtinger explained the “new law” and how he could qualify under the “new law.” She also explained the documents to him. Bechtinger also advised him regarding the visa process.

75. Respondent assisted Bechtinger in violating the permanent injunction entered by the Supreme Court of Florida.

76. By the conduct set forth above, Respondent violated R. Regulating Fla. Bar **3-4.2** [Violation of the Rules of Professional Conduct as adopted by the rules governing The Florida Bar is a cause for discipline.]; **3-4.3** [The commission by a lawyer of an act that is unlawful or contrary to honesty and justice, whether the act is committed in the course of the attorney’s relations as an attorney or otherwise, whether committed within or outside the state of Florida and whether or not the act is a felony or misdemeanor, may constitute a cause for discipline.]; **4-8.1(a)** [An applicant for admission to the bar, or a lawyer in connection with a bar admission application or on connection with a disciplinary matter shall not knowingly make a false statement of material fact.]; **4-8.1(b)** [An applicant for

admission to the bar, or a lawyer in connection with a bar admission application or on connection with a disciplinary matter shall not knowingly fail to disclose a fact necessary to correct a misapprehension known by the person to have arisen in the matter. . .]; **4-8.4(a)** [A lawyer shall not violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another.]; **4-8.4(c)** [A lawyer shall not engage in conduct involving dishonesty, fraud, deceit or misrepresentation.].

COUNT VIII

The Florida Bar File No. 2005-51,440(17J)

77. Ruben Sanchez (hereafter “Sanchez”) did not appear at trial live or by way of deposition testimony. The Referee has reviewed documentary evidence and heard the testimony of Respondent as it relates to Sanchez’ grievance complaint. Sanchez hired Respondent through Millennia, at the Aventura location, to file an application for Alien Labor Certification and a Petition for Adjustment of Status to the INS.

78. The Application for Employment Certification was prepared by Bechtinger, signed by the Respondent, and submitted to the U.S. Department of Labor. Respondent never met or spoke to Sanchez but reviewed and signed the Alien Employment Certification application provided by Bechtinger.

79. No retainer contract was prepared and Sanchez paid Millennia three

thousand dollars (\$3,000.00) for the representation. [The Florida Bar's Exhibit 29(B)].

80. Respondent appeared as attorney of record for Sanchez in his submission of an Alien Employment Certification application to the Agency for Workforce Innovation (AWI). In the application submitted by Respondent, he used the Aventura location as his record address for the Law Office of Alan S. Glueck. [The Florida Bar's Exhibit 29(A)]. Once again Respondent argues that he appeared as agent for Sanchez's potential employer as opposed to representing him in the application process.

81. Sanchez' Alien Employment Certification application was approved in September, 2002. [The Florida Bar's Exhibit 29(C)]. In October, 2002 Sanchez was billed by Millennia for the preparation and submission of I-140 and I-485 visa applications. [The Florida Bar's Exhibit 29(D)].

82. Respondent failed to inform Sanchez that his I-140 visa application was approved May 26, 2004. [The Florida Bar's Exhibit 29(E)]. Respondent testified that while he was retained to prepare the I140 (residency), he was not retained to complete the I-485 (green card). However this seems inconsistent in light of Respondent's testimony that these types of immigration matters involve a three step process. Furthermore, Respondent's association with Bechtinger and

Millennia enabled Sanchez, and others to misapprehend that Respondent was representing them throughout the entire process.

83. By the conduct set forth above, Respondent violated **3-4.2** [Violation of the Rules of Professional Conduct as adopted by the rules governing The Florida Bar is a cause for discipline.]; **3-4.3** [The commission by a lawyer of an act that is unlawful or contrary to honesty and justice, whether the act is committed in the course of the attorney's relations as an attorney or otherwise, whether committed within or outside the state of Florida and whether or not the act is a felony or misdemeanor, may constitute a cause for discipline.]; **4-1.1** [A lawyer shall provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness, and preparation reasonably necessary for the representation.]; **4-1.3** [A lawyer shall act with reasonable diligence and promptness in representing a client.] and **4-8.4(a)** [A lawyer shall not violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another.].

COUNT IX

84. After hiring Respondent, Sanchez made numerous attempts to contact him to ascertain the status of his Petition for Adjustment of Status. When Sanchez discovered that the Aventura location was closed, he attempted to talk to Respondent, but his telephone messages were never returned. [The Florida Bar's

Exhibit 28]. Respondent testified that he could not recall due to the passage of time whether the telephone calls were returned.

85. Respondent failed to keep Sanchez properly informed as to the status of his case. Respondent did not notify Sanchez that he closed his law office at the Aventura location. Respondent testified that this was one of the files he could not find once the Aventura office was closed.

86. By the conduct set forth above, Respondent violated R. Regulating Fla. Bar **3-4.2** [Violation of the Rules of Professional Conduct as adopted by the rules governing The Florida Bar is a cause for discipline.]; **3-4.3** [The commission by a lawyer of an act that is unlawful or contrary to honesty and justice, whether the act is committed in the course of the attorney's relations as an attorney or otherwise, whether committed within or outside the state of Florida and whether or not the act is a felony or misdemeanor, may constitute a cause for discipline.]; **4-1.4(a)** [A lawyer shall keep a client reasonably informed about the status of a matter and promptly comply with reasonable requests for information.]; **4-1.4(b)** [A lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation.]; **4-8.4(a)** [A lawyer shall not violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another.].

COUNT X

87. Respondent entered into a partnership or business relationship with Bechtinger, wherein he provided legal services to the clients of Millennia through his law office at the same Aventura location.

88. Respondent knew that Bechtinger was not licensed to practice law in the State of Florida and knew that part of the partnership or business relationship's activities consisted of the practice of law.

89. As part of his partnership or business relationship with Bechtinger, Respondent reviewed documents for legal sufficiency and entered notices of appearance in certain cases including that of Sanchez.

90. Further, Respondent used the services of the staff of Millennia at the Aventura location and received the benefit of free rent, free utilities, secretaries, bookkeepers and billing employees for his legal business. Respondent testified at the final hearing that he did not pay Bechtinger for her services as his "paralegal" but believes that Millennia paid Bechtinger from the fees it was paid. However, there were representations made at the UPL hearing that Bechtinger would be paid a salary by Respondent. [The Florida Bar's Exhibit 2, p. 45]

91. Respondent also used the Aventura location's address as his record

address for immigration and/or labor department matters and authorized Bechtinger to receive and process all the legal mail he received at the Aventura location.

92. Respondent failed to provide a contract or any legal documentation that proves the type of business relationship he had with Bechtinger. However, Respondent testified that there was no formal relationship, except that for which developed over time as a course of practice.

93. Respondent allowed Bechtinger to use his name and title in return for the legal business generated by the Aventura location. The uncontroverted facts that Respondent received free rent, utilities, use of a photocopier, staff and even the free service of paralegal Bechtinger is clear and convincing evidence that he had an inappropriate partnership or business relationship with a nonlawyer. In practice, Millennia and the Law Office of Alan S. Glueck blended together into one operation sharing the same office manager, location, employees, and sharing control over bank accounts. It is uncontroverted by the evidence that the partnership or business relationship's activities included the practice of law.

94. By the conduct set forth above, Respondent violated R. Regulating Fla. Bar **3-4.2** [Violation of the Rules of Professional Conduct as adopted by the rules governing The Florida Bar is a cause for discipline.]; **3-4.3** [The commission by a lawyer of an act that is unlawful or contrary to honesty and justice, whether

the act is committed in the course of the attorney's relations as an attorney or otherwise, whether committed within or outside the state of Florida and whether or not the act is a felony or misdemeanor, may constitute a cause for discipline.]; **4-5.4(c)** [A lawyer shall not form a partnership with a nonlawyer if any of the activities of the partnership consist of the practice of law.]; **4-8.4(a)** [A lawyer shall not violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another.].

COUNT XI

95. Respondent was Bechtinger's attorney in 1997 when she stipulated to a permanent injunction with The Florida Bar which enjoined her from engaging in any business that provided legal services.

96. The permanent injunction enjoined Bechtinger or any business she is associated with from "advising persons and entities as to various immigration benefits or statutes and the INS forms and procedures which are required to obtain these benefits...." Furthermore, the permanent injunction also enjoined Bechtinger from "taking inquires [sic] or answering questions from persons and entities as to which particular INS form or application is suited to the needs of the persons and entities, how to fill out the form or application, or what supporting documentation should accompany the form or application." [The Florida Bar's Exhibit 3]

97. Sanchez actually met Respondent "at the beginning of the process at

Millennia Consulting office”. [The Florida Bar’s Exhibit 28(B)].

98. Respondent allowed Bechtinger to interview immigration clients such as Sanchez, prepare applications, and advise clients regarding the legal requirements and procedures.

99. As in the other cases, the evidence clearly shows Respondent assisted Bechtinger in violating the permanent injunction entered by the Supreme Court of Florida.

100. By the conduct set forth above, Respondent violated R. Regulating Fla. Bar **3-4.2** [Violation of the Rules of Professional Conduct as adopted by the rules governing The Florida Bar is a cause for discipline.]; **3-4.3** [The commission by a lawyer of an act that is unlawful or contrary to honesty and justice, whether the act is committed in the course of the attorney’s relations as an attorney or otherwise, whether committed within or outside the state of Florida and whether or not the act is a felony or misdemeanor, may constitute a cause for discipline.]; **4-8.4(a)** [A lawyer shall not violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another.].

COUNT XII

101. In Respondent’s response to The Florida Bar dated July 5, 2005,

Respondent attempts to mislead the bar investigator by distancing himself from his client Sanchez, Bechtinger and Millennia.

102. Respondent states in his response that Sanchez “supposedly paid moneys to Millennia Consulting Service Inc. and did not contract with myself nor pay me any fees.” [The Florida Bar’s Exhibit 30(A)] Respondent failed to disclose the fact that he operated a law office from the same suite used by Millennia. [The Florida Bar’s Exhibit 30(B)].

103. Respondent submitted Sanchez’ Application for Alien Labor Certification and visa applications and received the approvals at the Aventura location.

104. Respondent again tried to distance himself from Sanchez and Millennia in a second response to The Florida Bar dated September 4, 2005. Respondent states that Sanchez’ paperwork “was prepared by the Millennia Corporation who billed him for their work.” [The Florida Bar’s Exhibit 30(A)(B)].

105. In his sworn statement dated, January 17, 2006, Respondent again attempted to blame Millennia for Sanchez’ predicament by stating “[I]f they dropped the ball, they dropped the ball.” [The Florida Bar Exhibit 1, page 91, line 20].

106. Clearly, Respondent was the attorney of record for Sanchez.

107. In September, 2005 after the Bar inquired into Respondent’s

relationship with Millennia, Respondent described Millennia as a company that “apparently provided various services,” that he used Millennia’s “conference room at times to see various clients,” and that when Millennia needed an attorney to review immigration applications Millennia “presented me the files to review....” [The Florida Bar’s Exhibit 34]. In his July, 2005 response, Respondent failed to disclose that he, in fact, was operating the Law Office of Alan S. Glueck from the Aventura location and failed to mention that Bechtinger was his paralegal.

108. In a sworn statement to The Florida Bar, Respondent attempted to distance himself from Bechtinger by stating that she did not work for him. However, the evidence and testimony clearly indicates that Respondent must have known Bechtinger was holding herself out as his paralegal to the immigrant community. After being confronted with the evidence that proves Respondent had a law office operation in the same suite used by Millennia and that Bechtinger was his paralegal, Respondent acknowledged through his attorney on March 3, 2006, that “he had a legitimate satellite office located in the office suite used by Millennia Consulting Services, Inc.”

109. By the conduct set forth above, Respondent violated R. Regulating Fla. Bar **3-4.2** [Violation of the Rules of Professional Conduct as adopted by the rules governing The Florida Bar is a cause for discipline.]; **3-4.3** [The commission by a lawyer of an act that is unlawful or contrary to honesty and justice, whether

the act is committed in the course of the attorney's relations as an attorney or otherwise, whether committed within or outside the state of Florida and whether or not the act is a felony or misdemeanor, may constitute a cause for discipline.]; **4-8.1(a)** [An applicant for admission to the bar, or a lawyer in connection with a bar admission application or on connection with a disciplinary matter shall not knowingly make a false statement of material fact.]; **4-8.1(b)** [An applicant for admission to the bar, or a lawyer in connection with a bar admission application or on connection with a disciplinary matter shall not knowingly fail to disclose a fact necessary to correct a misapprehension known by the person to have arisen in the matter. . .]; **4-8.4(a)** [A lawyer shall not violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another.]; **4-8.4(c)** [A lawyer shall not engage in conduct involving dishonesty, fraud, deceit or misrepresentation.].

COUNT XIII

The Florida Bar File No. 2005-51,469(17J)

110. In or about April, 2001 Fabiano DaSilva (hereafter in this case referred to as "DaSilva") hired Respondent to assist him in applying for permanent residence in the United States. DaSilva signed a retainer agreement for Respondent to prepare a Labor Certificate. [The Florida Bar's Exhibit 31(A)].

111. The Application for Labor Certification was prepared by

Bechtinger, signed by the Respondent, and submitted to the U.S. Department of Labor. Respondent never met nor spoke to DaSilva but reviewed and signed the Alien Employment Certification application provided by Bechtinger.

112. Although the retainer agreement was with the Respondent, the billing statement for his legal services was prepared by Millennia. [The Florida Bar's Exhibit 31(B)].

113. In or about April, 2003 Respondent received notice from the U.S. Department of Labor that a certificate was not issued because the potential employer failed to rebut a notice of findings. [The Florida Bar's Exhibit 31(C)].

114. After receiving such notice, Respondent failed to notify DaSilva and took no further action in the case. At the final hearing, Respondent was unable to provide some answers because he did not have a copy of this file. However, based on the evidence presented the Referee finds that there was a lack of diligence and thoroughness which resulted in incompetent representation.

115. By the conduct set forth above, Respondent violated, R. Regulating Fla. Bar **3-4.2** [Violation of the Rules of Professional Conduct as adopted by the rules governing The Florida Bar is a cause for discipline.]; **3-4.3** [The commission by a lawyer of an act that is unlawful or contrary to honesty and justice, whether the act is committed in the course of the attorney's relations as an attorney or otherwise, whether committed within or outside the state of Florida and whether or

not the act is a felony or misdemeanor, may constitute a cause for discipline.]; **4-1.1** [A lawyer shall provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness, and preparation reasonably necessary for the representation.]; **4-1.3** [A lawyer shall act with reasonable diligence and promptness in representing a client.] and **4-8.4(a)** [A lawyer shall not violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another.].

COUNT XIV

116. After hiring Respondent, DaSilva made numerous attempts to contact Respondent regarding the status of the case. Respondent failed to inform DaSilva of the request made by the Department of Labor and the subsequent denial.

117. Respondent failed to communicate with DaSilva to explain the problem and legal options. Respondent also failed to notify DaSilva that he closed his law office at the Aventura location.

118. Thereafter, when DaSilva attempted to contact Respondent, his telephone number at Millennia had been disconnected and no forwarding telephone number was left on the telephone as a message to former clients. Respondent claims he was unaware of DaSilva's attempts to contact him until The Florida Bar contacted Respondent.

119. By the conduct set forth above, Respondent violated R. Regulating

Fla. Bar **3-4.2** [Violation of the Rules of Professional Conduct as adopted by the rules governing The Florida Bar is a cause for discipline.]; **3-4.3** [The commission by a lawyer of an act that is unlawful or contrary to honesty and justice, whether the act is committed in the course of the attorney's relations as an attorney or otherwise, whether committed within or outside the state of Florida and whether or not the act is a felony or misdemeanor, may constitute a cause for discipline.] **4-1.4(a)** [A lawyer shall keep a client reasonably informed about the status of a matter and promptly comply with reasonable requests for information.]; **4-1.4(b)** [A lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation.]; **4-8.4(a)** [A lawyer shall not violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another.].

COUNT XV

120. Respondent entered into a partnership or business relationship with Bechtinger, wherein he provided legal services to the clients of Millennia through his law office at the Aventura location.

121. Respondent knew that Bechtinger was not an attorney licensed to practice in the State of Florida and that the business relationship's activities included the practice of law.

122. As part of his partnership or business relationship with Bechtinger and

Millennia, Respondent reviewed documents for legal sufficiency and entered notices of appearance in certain cases including that of DaSilva. Respondent had a sign on the door for his law office but did not pay for rent or utilities at the Aventura location.

123. Further, Respondent used the services of the staff at the Aventura location for the benefit of his legal business at the Aventura location. Respondent also used the Aventura location's address as his record address for the Law Office of Alan S. Glueck and authorized Bechtinger to receive and process all the legal mail he received at the Aventura location.

124. Respondent allowed Bechtinger to use his name and title in return for the legal business generated by Millenia at the Aventura location. The uncontroverted facts that Respondent received free rent, utilities, use of a photocopier, staff and even the free service of paralegal Bechtinger is clear and convincing evidence that he had an inappropriate partnership or business relationship with a nonlawyer. In practice, Millennia and the Law Office of Alan S. Glueck blended together into one operation sharing the same office manager, location, employees, and sharing control over bank accounts. It is uncontroverted that the partnership's or business relationship's activities included the practice of law.

125. By the conduct set forth above, Respondent violated R. Regulating

Fla. Bar **3-4.2** [Violation of the Rules of Professional Conduct as adopted by the rules governing The Florida Bar is a cause for discipline.]; **3-4.3** [The commission by a lawyer of an act that is unlawful or contrary to honesty and justice, whether the act is committed in the course of the attorney's relations as an attorney or otherwise, whether committed within or outside the state of Florida and whether or not the act is a felony or misdemeanor, may constitute a cause for discipline.]; **4-5.4(c)** [A lawyer shall not form a partnership with a nonlawyer if any of the activities of the partnership consist of the practice of law.]; **4-8.4(a)** [A lawyer shall not violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another.].

COUNT XVI

126. Respondent was Bechtinger's attorney when she stipulated to a permanent injunction with The Florida Bar which enjoined her from engaging in any business that provided legal services.

127. The permanent injunction enjoined Bechtinger or any business she is associated with from "advising persons and entities as to various immigration benefits or statuses [sic] and the INS forms and procedures which are required to obtain these benefits...." Furthermore, the permanent injunction also enjoined Bechtinger from "taking inquires [sic] or answering questions from persons and entities as to which particular INS form or application is suited to the needs of the

persons and entities, how to fill out the form or application, or what supporting documentation should accompany the form or application.” [The Florida Bar’s Exhibit 3].

128. In his response to the Bar dated September 4, 2005, Respondent states that “Millennia presented me the files to review, paid me a small fee and I sent them to Immigration or Labor Department under my attorney name, using the Millennia address for any follow-up letters.” [The Florida Bar’s Exhibit 34].

129. Since Respondent acknowledges that he did not meet with DaSilva, it is uncontroverted that Bechtinger took his inquiries and answered his questions. Respondent’s testimony at the final hearing supports this conclusion. Respondent’s admissions are clear and convincing evidence that he assisted Bechtinger in violating the permanent injunction entered by the Supreme Court of Florida.

130. By the conduct set forth above, Respondent violated R. Regulating Fla. Bar **3-4.2** [Violation of the Rules of Professional Conduct as adopted by the rules governing The Florida Bar is a cause for discipline.]; **3-4.3** [The commission by a lawyer of an act that is unlawful or contrary to honesty and justice, whether the act is committed in the course of the attorney’s relations as an attorney or otherwise, whether committed within or outside the state of Florida and whether or not the act is a felony or misdemeanor, may constitute a cause for discipline.]; **4-8.4(a)** [A lawyer shall not violate or attempt to violate the Rules of Professional

Conduct, knowingly assist or induce another to do so, or do so through the acts of another.].

COUNT XVII

131. In Respondent's first response to Bar counsel dated July 5, 2005, Respondent attempts to mislead the Bar investigator by distancing himself from Bechtinger and Millennia. Respondent failed to disclose the fact that he operated his law firm from the same suite used by Millennia. Respondent argued that the documentation attached to the grievance complaint included the retainer agreement, a bill from Millennia and a letter to Respondent at the Aventura address and therefore, the Bar was on notice and therefore, could not have been misled by his responses. The Referee finds this argument unpersuasive.

132. Respondent states in his response to the Bar that "the legal work in preparing her case and filing it with the Labor Department was performed." [The Florida Bar's Exhibit 32].

133. All communication from the Department of Labor was sent to Respondent at his law firm at the Aventura location. Further, DaSilva was billed by Millennia for services rendered by Respondent under a retainer agreement. In addition, the retainer agreement states that payments were to be paid to Mr. Glueck. [The Florida Bar's Exhibit 31].

134. After the Bar inquired into Respondent's relationship with Millennia, Respondent's second response on September 4, 2005, described Millennia as a company that "apparently provided various services including accounting, immigration form preparation, taxes, incorporations and translations," that he used Millennia's "conference room at times to see various clients", and that when Millennia needed an attorney to review immigration applications Millennia "presented me the files to review..." [Florida Bar's Exhibit 34]. Respondent failed to disclose that he used more than a conference room since, in fact, he was operating the Law Office of Alan S. Glueck from the Aventura location.

135. After being confronted with the evidence that proves Respondent had a law office in the same suite used by Millennia, Respondent acknowledged through his attorney on March 3, 2006, that "he had a legitimate satellite office located in the office suite used by Millennia Consulting Services, Inc." [The Florida Bar's Exhibit 36]. The Respondent intentionally led the Bar to believe that he had little to no affiliation with Bechtinger and Millennia. This misrepresentation by Respondent's acts and omissions is a violation of the Rules Regulating the Florida Bar.

136. the conduct set forth above, Respondent violated R. Regulating Fla. Bar **3-4.2** [Violation of the Rules of Professional Conduct as adopted by the rules governing The Florida Bar is a cause for discipline.]; **3-4.3** [The commission

by a lawyer of an act that is unlawful or contrary to honesty and justice, whether the act is committed in the course of the attorney's relations as an attorney or otherwise, whether committed within or outside the state of Florida and whether or not the act is a felony or misdemeanor, may constitute a cause for discipline.]; **4-8.1(a)** [An applicant for admission to the bar, or a lawyer in connection with a bar admission application or on connection with a disciplinary matter shall not knowingly make a false statement of material fact.]; **4-8.1(b)** [An applicant for admission to the bar, or a lawyer in connection with a bar admission application or on connection with a disciplinary matter shall not knowingly fail to disclose a fact necessary to correct a misapprehension known by the person to have arisen in the matter. . .]; **4-8.4(a)** [A lawyer shall not violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another.]; **4-8.4(c)** [A lawyer shall not engage in conduct involving dishonesty, fraud, deceit or misrepresentation.].

COUNT XVIII

The Florida Bar File No. 2006-50,254(17J)

137. Marcio Oliveira (hereafter in this case as "Oliveira") hired Respondent at the Aventura location to assist him in applying for a labor certificate.

138. Respondent submitted a Labor Certification application that had a

sponsor from Florida instead of Massachusetts, Oliveira's state of residence.

139. Oliveira spoke to Respondent and demanded the return of the fees paid for the legal service. Respondent declined to return any fees. Respondent claims he did the work requested and that Oliveira signed off the application. However, Oliveira relied on the services of the Respondent to do it correctly.

140. Respondent admitted that it was a "secretarial error" and acknowledged that he should have better supervised the completion of the application. Respondent did not offer to return any of the fees.

141. Oliveira hired a new attorney and filed a new petition.

142. It appeared that Bechtinger managed Millennia and the Law Office of Alan S. Glueck at the Aventura location even though Respondent believes he managed his law office at that location.

143. As part of his partnership or business relationship with Bechtinger, Respondent reviewed documents for legal sufficiency and entered notices of appearance in certain cases including that of Oliveira. Respondent knew that Bechtinger was not licensed to practice law in the State of Florida and that the business relationship's activities involved the practice of law.

144. Further, Respondent used the services of the staff at the Aventura

location including secretaries, receptionists, bookkeepers and billing employees for the benefit of his legal office. Respondent did not pay for rent or utilities at the Aventura location.

145. Respondent also used Millennia's address as his record address for the Law Offices of Alan S. Glueck and authorized Bechtinger to receive and process all the legal mail he received at the Millennia location.

146. Respondent failed to provide a contract or any legal documentation that proves the type of business relationship he had with Bechtinger. However, Respondent testified that there was no formal relationship, except that which developed over time.

147. Respondent allowed Bechtinger to use his name and title in return for the legal business generated by the Aventura location. The uncontroverted facts that Respondent received free rent, utilities, use of a photocopier, staff and even the free service of paralegal Bechtinger is clear and convincing evidence that he had an inappropriate partnership or business relationship with a nonlawyer. In practice, Millennia and the Law Office of Alan S. Glueck blended together into one operation sharing the same office manager, location, employees, and sharing control over bank accounts. It is clear that the partnership or business relationship's activities included the practice of law.

148. By the conduct set forth above, Respondent violated R. Regulating

Fla. Bar **3-4.2** [Violation of the Rules of Professional Conduct as adopted by the rules governing The Florida Bar is a cause for discipline.]; **3-4.3** [The commission by a lawyer of an act that is unlawful or contrary to honesty and justice, whether the act is committed in the course of the attorney's relations as an attorney or otherwise, whether committed within or outside the state of Florida and whether or not the act is a felony or misdemeanor, may constitute a cause for discipline.]; **4-5.4(c)** [A lawyer shall not form a partnership with a nonlawyer if any of the activities of the partnership consist of the practice of law.]; **4-8.4(a)** [A lawyer shall not violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another.].

COUNT XIX

149. Respondent was Bechtinger's attorney when she stipulated to a permanent injunction with The Florida Bar which enjoined her from engaging in any business that provided legal services.

150. The permanent injunction enjoined Bechtinger or any business she is associated with or from "advising persons and entities as to various immigration benefits or statutes [sic] and the INS forms and procedures which are required to obtain these benefits...." Furthermore, the permanent injunction also enjoined Bechtinger from "taking inquires [sic] or answering questions from persons and entities as to which particular INS form or application is suited to the needs of the

persons and entities, how to fill out the form or application, or what supporting documentation should accompany the form or application.” [The Florida Bar’s Exhibit 3].

151. In his response to the Bar dated October 12, 2005, Respondent states that he “was retained to prepare a labor certification package for Mr. Oliveira. This work was completed based on the information and documents provided to me. At no time did Respondent “personally speak” with Oliveira.

152. Since Respondent acknowledges that he did not meet with Oliveira in person, it is uncontroverted that Bechtinger and her staff took Oliveira’s inquiries and answered his questions regarding the labor matter. Respondent’s testimony at the final hearing supports this conclusion.

153. Respondent’s admissions clearly show he assisted Bechtinger in violating the permanent injunction entered by the Supreme Court of Florida.

154. Respondent allowed Bechtinger to interview immigration clients, prepare applications and advise clients regarding the legal requirements and procedures.

155. By the conduct set forth above, Respondent violated R. Regulating Fla. Bar **3-4.2** [Violation of the Rules of Professional Conduct as adopted by the rules governing The Florida Bar is a cause for discipline.]; **3-4.3** [The commission by a lawyer of an act that is unlawful or contrary to honesty and justice, whether

the act is committed in the course of the attorney's relations as an attorney or otherwise, whether committed within or outside the state of Florida and whether or not the act is a felony or misdemeanor, may constitute a cause for discipline.]; **4-8.4(a)** [A lawyer shall not violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another.].

COUNT XX

156. In Respondent's response to Bar counsel, dated October 12, 2005, Respondent attempts to mislead the Bar investigator by distancing himself from his client Oliveira, Bechtinger and Millennia.

157. Respondent fails to ever mention Millennia by name and failed to disclose the fact that he operated a law office from the same suite used by Millennia. Respondent also failed to explain that Bechtinger was his paralegal.

158. Respondent simply states he was retained to prepare the legal documents for Oliveira "based on paperwork provided to him" and that "at no time did I personally speak with him..." [The Florida Bar's Exhibit 27].

159. Respondent omits the fact that such paperwork was provided to him by "his paralegal" Bechtinger and that he operated the Law Office of Alan S. Glueck from the Aventura location.

160. After being confronted with the documentary evidence that proves Respondent had a legal operation in the same suite used by Millennia, Inc., Respondent acknowledged through his attorney on March 3, 2006, that “he had a legitimate satellite office located in the office suite used by Millennia Consulting Services, Inc.”

161. By the conduct set forth above, Respondent violated R. Regulating Fla. Bar **3-4.2** [Violation of the Rules of Professional Conduct as adopted by the rules governing The Florida Bar is a cause for discipline.]; **3-4.3** [The commission by a lawyer of an act that is unlawful or contrary to honesty and justice, whether the act is committed in the course of the attorney’s relations as an attorney or otherwise, whether committed within or outside the state of Florida and whether or not the act is a felony or misdemeanor, may constitute a cause for discipline.]; **4-8.1(a)** [An applicant for admission to the bar, or a lawyer in connection with a bar admission application or on connection with a disciplinary matter shall not knowingly make a false statement of material fact.]; **4-8.1(b)** [An applicant for admission to the bar, or a lawyer in connection with a bar admission application or on connection with a disciplinary matter shall not knowingly fail to disclose a fact necessary to correct a misapprehension known by the person to have arisen in the matter. . .]; **4-8.4(a)** [A lawyer shall not violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so

through the acts of another.]; **4-8.4(c)** [A lawyer shall not engage in conduct involving dishonesty, fraud, deceit or misrepresentation.].

COUNT XXI

The Florida Bar File No. 2006-50,780(17J)

162. Lucena Nakad (hereafter “Nakad”) first hired the Respondent in 1998 to assist her in filing an application for a replacement I-94, which is a white card you are given upon entry to the United States, and a passport she had lost. The Respondent successfully secured a replacement I-94. [Respondent’s Exhibit 4] Subsequent to this meeting Nakad asked for assistance in applying for permanent residence in the United States. Nakad did not meet or talk to the Respondent about her legal matters. Nakad only had contact with Bechtinger, who explained the immigration process, forms, supporting documents required and answered all her questions. Respondent’s testimony at the final hearing confirms the fact that he did not meet or speak with Nakad during his representation.

163. Nakad hired Respondent to apply for a replacement I-94 and visa applications I-485 and I-765. [The Florida Bar’s Exhibits 9(A), (B), and (C)].

164. On April 24, 2001 Nakad contacted Bechtinger to inquire as to the possibility of adjusting her status before the change of the immigration law with a deadline of April 30, 2001. On April 24, 2001, Nakad signed a retainer agreement hiring Respondent to prepare a labor certificate. [The Florida Bar’s Exhibit 10]. Respondent’s retainer agreement required a four thousand (\$4,000.00) fee for his

services. Nakad testified she could not remember exactly how much she paid but this appears to be the amount charged to other Complainants for similar services.

165. Respondent submitted the required paperwork and gave the Aventura location as the address of record for the Law Office of Alan S. Glueck. [The Florida Bar's Exhibit 12(A)].

166. Respondent failed to inform Nakad of an immigration hearing to be held on July 31, 2002, and that her presence was required. Respondent testified that he was not her lawyer in this matter and therefore, could not tell her anything about it. Because Respondent failed to inform her of the hearing, Nakad failed to appear. Based on her non-appearance, a deportation order was entered against her. [The Florida Bar's Exhibit 11].

167. In addition, on or about December 17, 2003, Respondent requested that Nakad's petition for Alien Employment Certification be withdrawn. [The Florida Bar's Exhibit 12(B)]. Respondent never informed or obtained Nakad's consent before withdrawing her Alien Employment Certification application. Respondent testified that it was his recollection that the labor certificate process was ceased at the client's request as she was getting married to a United States citizen which would have made the Alien Employment Certification application unnecessary. However, at a minimum there should have been a conversation of the

pros and cons of doing this and perhaps a return of some of the fees. There was no evidence of such a conversation and no mention of a partial refund of the fees.

168. After withdrawing her application, Respondent notified Nakad that he could no longer represent her and referred her case to Attorney Kimmel.

169. Subsequent to transferring her case to Attorney Kimmel, Nakad was detained by the Department of Homeland Security based upon the deportation order entered against her in 2002 when Respondent was the attorney of record. Respondent attempts to blame Attorney Kimmel for not checking an online database before sending her to the Office of Homeland Security. However, Respondent should accept some of the responsibility for either not updating the file with the deportation information prior to transferring it to Attorney Kimmel and advising Attorney Kimmel of a course of action or insuring that Attorney Kimmel had sufficient legal experience in immigration law before transferring this case to him.

170. By the conduct set forth above, Respondent violated R. Regulating Fla. Bar **3-4.2** [Violation of the Rules of Professional Conduct as adopted by the rules governing The Florida Bar is a cause for discipline.]; **3-4.3** [The commission by a lawyer of an act that is unlawful or contrary to honesty and justice, whether the act is committed in the course of the attorney's relations as an attorney or otherwise, whether committed within or outside the state of Florida and whether or

not the act is a felony or misdemeanor, may constitute a cause for discipline.]; **4-1.1** [A lawyer shall provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness, and preparation reasonably necessary for the representation.]; **4-1.3** [A lawyer shall act with reasonable diligence and promptness in representing a client.]; **4-8.4(a)** [A lawyer shall not violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another.].

COUNT XXII

171. Respondent failed to keep Nakad properly informed as to the status of her applications. Specifically, Respondent failed to inform Nakad of a hearing to be held July 31, 2002. Based on his failure to properly communicate with her, Nakad failed to attend the hearing and a deportation order was entered against her.

172. Furthermore, in or about December, 2003 Respondent requested that Nakad's Alien Employment Certification application be withdrawn. Respondent never informed Nakad that the petition had been withdrawn and thereafter, he ceased his representation of her. Respondent testified that he thought he did it at Nakad's request because she was getting remarried. However, if this was true, Nakad would have known about the dismissal. She claims she only found about this after Attorney Kimmel took over the file. If Respondent's testimony is to be credible, he should have a confirming letter or notice to Nakad cancelling the

application at her request or a letter confirming receipt of the cancellation. Neither was presented at the trial. Respondent seemed to blame Nakad for not keeping the government entities and his office informed of the change of addresses. Perhaps it was incumbent upon the Respondent to confirm he told her of this requirement or have something in his file that reflected that someone on his behalf had an updated address at the time the request for cancellation was made. It is clear from the testimony of Nakad and some of the other complainants there was miscommunication and/or lack of information regarding what to expect and/or procedures.

173. By the conduct set forth above, Respondent violated R. Regulating Fla. Bar **3-4.2** [Violation of the Rules of Professional Conduct as adopted by the rules governing The Florida Bar is a cause for discipline.]; **3-4.3** [The commission by a lawyer of an act that is unlawful or contrary to honesty and justice, whether the act is committed in the course of the attorney's relations as an attorney or otherwise, whether committed within or outside the state of Florida and whether or not the act is a felony or misdemeanor, may constitute a cause for discipline.]; **4-1.4(a)** [A lawyer shall keep a client reasonably informed about the status of a matter and promptly comply with reasonable requests for information.]; and **4-1.4(b)** [A lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation.].

COUNT XXIII

174. Respondent entered into a partnership or business relationship with Bechtinger, wherein he provided legal services to the clients of Millennia through his law office at the Aventura location.

175. Respondent knew that Bechtinger was not an attorney licensed to practice in the State of Florida and knew that part of the business relationship's activities included the practice of law.

176. As part of his partnership or business relationship with Bechtinger and Millennia, Respondent reviewed documents for legal sufficiency and entered notices of appearances in certain cases.

177. Further, Respondent used the services of the staff at the Aventura location including photocopiers, secretaries, receptionist, bookkeepers and billing employees for his legal business.

178. Respondent also used the Aventura location as his record address for the Law Office of Alan S. Glueck in immigration and labor matters and authorized Bechtinger to receive and process all the legal mail he received at the Aventura location.

179. Respondent failed to provide a contract or any legal documentation that proves the type of business relationships he had with Bechtinger. However,

Respondent testified that there was no formal relationship, except that which developed over time as a course of practice.

180. Respondent admitted in the final hearing that he did not pay for rent or utilities at the Aventura location. Respondent also admitted that he never paid Bechtinger for her services as a paralegal.

181. Respondent allowed Bechtinger to use his name and title in return for the legal business generated by Millennia at the Aventura location. The uncontroverted facts that Respondent received free rent, utilities, use of a photocopier, staff and even the free service of paralegal Bechtinger is clear and convincing evidence that he had an inappropriate partnership or business relationship with a nonlawyer. In practice, Millennia and the Law Office of Alan S. Glueck blended together into one operation sharing the same office manager, location, employees, and sharing control over bank accounts. It is uncontroverted that the partnership or business relationship's activities included the practice of law.

182. By the conduct set forth above, Respondent violated R. Regulating Fla. Bar **3-4.2** [Violation of the Rules of Professional Conduct as adopted by the rules governing The Florida Bar is a cause for discipline.]; **3-4.3** [The commission by a lawyer of an act that is unlawful or contrary to honesty and justice, whether the act is committed in the course of the attorney's relations as an attorney or

otherwise, whether committed within or outside the state of Florida and whether or not the act is a felony or misdemeanor, may constitute a cause for discipline.]; **4-5.4(c)** [A lawyer shall not form a partnership with a nonlawyer if any of the activities of the partnership consist of the practice of law.]; **4-8.4(a)** [A lawyer shall not violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another.].

COUNT XXIV

183. Respondent was Bechtinger's attorney when she stipulated to a permanent injunction with The Florida Bar which enjoined her from engaging in any business that provided legal services.

184. The permanent injunction enjoined Bechtinger or any business she is associated with from "advising persons and entities as to various immigration benefits or statues [sic] and the INS forms and procedures which are required to obtain these benefits...." Furthermore, the permanent injunction also enjoined Bechtinger from "taking inquires [sic] or answering questions from persons and entities as to which particular INS form or application is suited to the needs of the persons and entities, how to fill out the form or application, or what supporting documentation should accompany the form or application."

185. Despite this, Respondent allowed Bechtinger to be in control of Millennia's legal services and his law office's day-to-day operations at the

Aventura location. Bechtinger and her staff took Nakad's inquiries and answered her questions regarding immigration matters.

186. Therefore, Respondent assisted Bechtinger in violating the permanent injunction entered by the Supreme Court of Florida.

187. By the conduct set forth above, Respondent violated R. Regulating Fla. Bar **3-4.2** [Violation of the Rules of Professional Conduct as adopted by the rules governing The Florida Bar is a cause for discipline.]; **3-4.3** [The commission by a lawyer of an act that is unlawful or contrary to honesty and justice, whether the act is committed in the course of the attorney's relations as an attorney or otherwise, whether committed within or outside the state of Florida and whether or not the act is a felony or misdemeanor, may constitute a cause for discipline.]; **4-8.4(a)** [A lawyer shall not violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another.].

COUNT XXV

188. In Respondent's first response to Bar counsel, dated January 23, 2006, Respondent attempts to mislead the Bar investigator by distancing himself from his client Nakad, Bechtinger and Millennia.

189. Respondent fails to ever mention Millennia by name and failed to disclose the fact that he operated his law office from the same suite used by Millennia. [The Florida Bar's Exhibit 24(A)].

190. Respondent simply states that he was retained to pursue a Labor Certification Petition and that "her Labor Petition was approved." [The Florida Bar's Exhibit 24] The Bar takes issue with this statement because the labor certificate for this complainant had not been approved. Respondent explains that his statement was a mistake because he did not have the file to review prior to his response. Carelessness is not a justification for such a response and Respondent should have said he could not recall or get the file. The apology after the fact in a matter of this magnitude and seriousness is unacceptable.

191. In fact, Nakad's petition was not approved and on or about December 17, 2003, Respondent requested that such petition be withdrawn. [The Florida Bar's Exhibit 12(B)].

192. Respondent further states that Nakad's deportation arrest occurred after Respondent had referred her case to subsequent counsel. Respondent attempted to blame Attorney Kimmel for not checking an online database before sending Nakad to the Office of Homeland Security. However, the Referee finds this argument specious in light of the fact that Respondent allowed Bechtinger to find new counsel and then acquiesced in her choice of new counsel by referring all

of his pending cases to Attorney Kimmel. At a minimum, Respondent had a duty to check out Attorney Kimmel's knowledge and acumen in Immigration and Labor Department cases and law and/or mentor him through the procedures that needed to be done or completed on the files.

193. Nakad's deportation arrest occurred because Respondent failed to inform Nakad of a February 4, 2003, immigration hearing that she was required to attend. Respondent blames Nakad for not keeping the Department and he informed of a change of address. Respondent did not transfer Nakad's case to Attorney Kimmel until 2004 but still attempts to blame Attorney Kimmel for the deportation order being enforced. The Referee finds this the most egregious case out of all that has been plead and heard. Nakad was arrested and detained for seven months with the threat of the loss of custody of her daughter. She expended thousands of dollars to get her Immigration status clarified and to retain her rights to raise her daughter in the United States. The emotional distress caused by the process was abundantly clear by her testimony and demeanor at the final hearing. Respondent's blame of the subsequent counsel is unfounded and unacceptable. A transfer memorandum on the status of the case might have alerted the Respondent to the issues. Nakad's testimony that she informed Bechtinger of her change of address is believable. Respondent's failure to have in place checks and balances in his office at the Aventura location set into motion the arrest of Nakad.

194. Furthermore, the evidence contradicts Respondent's claim that Bechtinger did not work for him. A letter dated April 30, 2001, was sent to Nakad from the Law Office of Alan S. Glueck at the Millennia address. The letter is written in Portuguese and is sent by "Elyane Bechtinger, Paralegal p/ Alan S. Glueck." This is further evidence that Millennia and the Law Office of Alan S. Glueck blended together into one operation and further proves Respondent's failure to disclose necessary facts to explain his true relationship with Bechtinger.

195. Furthermore, Respondent stated in his sworn statement that his business relationship with Millennia consisted of reviewing and signing immigration applications for fees "in the nature of one hundred dollars" or "one hundred fifty dollars." However, Respondent also testified that on some of the files he got the full fee. There was no testimony as to which files he received the full fee.

196. Respondent's statement is contradicted by Nakad's retainer contract which states that the first payment of four hundred dollars (\$400.00) went "to Mr. Glueck to commence the representation" and that the remainder of the four thousand dollar (\$4,000.00) legal fee was to be paid in monthly payments of four hundred dollars (\$400.00) to be paid to Mr. Glueck. [The Florida Bar's Exhibit 10].

197. By the conduct set forth above, Respondent violated R. Regulating Fla. Bar **3-4.2** [Violation of the Rules of Professional Conduct as adopted by the rules governing The Florida Bar is a cause for discipline.]; **3-4.3** [The commission by a lawyer of an act that is unlawful or contrary to honesty and justice, whether the act is committed in the course of the attorney's relations as an attorney or otherwise, whether committed within or outside the state of Florida and whether or not the act is a felony or misdemeanor, may constitute a cause for discipline.]; **4-8.1(a)** [An applicant for admission to the bar, or a lawyer in connection with a bar admission application or on connection with a disciplinary matter shall not knowingly make a false statement of material fact.]; **4-8.1(b)** [An applicant for admission to the bar, or a lawyer in connection with a bar admission application or on connection with a disciplinary matter shall not knowingly fail to disclose a fact necessary to correct a misapprehension known by the person to have arisen in the matter. . .]; **4-8.4(a)** [A lawyer shall not violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another.]; **4-8.4(c)** [A lawyer shall not engage in conduct involving dishonesty, fraud, deceit or misrepresentation.].

198. As to the Supreme Court Case No. SC07-1, the paragraphs that follow represent the Referee's specific findings of fact, conclusions of law and findings regarding violations of the Rules.

COUNT I

The Florida Bar File No. 2006-51,490(17J)

199. In or about December of 2001 Respondent was hired by Geovani Oliveira (hereafter in this case as “Oliveira”) to assist him in applying for visa since he planned to purchase a restaurant in the State of Florida. This required an L-1 visa. According to the Respondent, this type of visa requires more time and work.

200. Oliveira paid Respondent seven thousand eight hundred and seventy dollars (\$7,870.00) for his services for the L-1 visa. [The Florida Bar’s Exhibit 14].

201. Oliveira furnished Respondent with all requested documents and Respondent filed Oliveira’s visa application thereafter, though the date of the filing is unknown.

202. Respondent failed to notify Oliveira that he closed his law office at the Aventura location.

203. On April 2004 Oliveira was contacted by the INS. The INS informed Oliveira that they believed his visa application, as filed by Respondent, to be fraudulent. [The Florida Bar’s Exhibit 13(A)]. On April 1, 2004, Oliveira provided a Sworn Statement to the INS explaining that the application was prepared by the Law Office of Alan S. Glueck. [The Florida Bar’s Exhibit 15].

204. After receiving this notification by INS, Oliveira made numerous attempts to contact Respondent to have him deal with the INS regarding the

allegations of a fraudulent application. On January 26, 2005, Oliveira sent a letter to Respondent via certified mail requesting a full refund of all fees paid. [The Florida Bar's Exhibit 13(A) and (B)].

205. Respondent again failed to respond to his client Oliveira. In his testimony at the final hearing, Respondent acknowledged he had received Oliveira's letter sent certified mail.

206. Oliveira had to hire Attorney Kimmel as counsel to re-submit his visa renewal application and pay additional fees.

207. By the conduct set forth above, Respondent violated R. Regulating Fla. Bar **3-4.2** [Violation of the Rules of Professional Conduct as adopted by the rules governing The Florida Bar is a cause for discipline.]; **3-4.3** [The commission by a lawyer of an act that is unlawful or contrary to honesty and justice, whether the act is committed in the course of the attorney's relations as an attorney or otherwise, whether committed within or outside the state of Florida and whether or not the act is a felony or misdemeanor, may constitute a cause for discipline.]; **4-1.1** [A lawyer shall provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness, and preparation reasonably necessary for the representation.]; **4-1.3** [A lawyer shall act with reasonable diligence and promptness in representing a client.]; **4-1.4(a)** [A lawyer shall keep a client reasonably informed about the status of a matter and promptly

comply with reasonable requests for information.]; **4-1.4(b)** [A lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation.]; **4-8.4(a)** [A lawyer shall not violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another.].

COUNT II

The Florida Bar File No. 2006-51,397(17J)

208. In or about April, 2001 Respondent was hired by Marcileia DaSilva (hereafter in this case referred to as “DaSilva”) from Massachusetts to assist her in applying for permanent residence in the United States. Respondent claims it was for him to pursue a labor certificate.

209. DaSilva contacted the Law Office of Alan S. Glueck after reading an advertisement in a local newspaper in a town in Massachusetts. DaSilva was visited by a “representative” of the law firm who received four checks totaling six thousand dollars (\$6,000.00). The name or identity of the “representative” is unknown but that same person delivered Respondent’s retainer agreement to DaSilva. [The Florida Bar’s Exhibit 35(A)].

210. In addition to the six thousand dollars (\$6,000.00) paid to the “representative,” DaSilva paid over seven thousand dollars (\$7,000.00) in legal fees to Respondent in the form of personal checks made to “Alan S. Glueck” or “Law Office of Alan S. Glueck.”

211. Respondent filed DaSilva's Application for Alien Employment Certification. [The Florida Bar's Exhibit 37(E)].

212. DaSilva received periodic billing statements from Respondent's law firm in Aventura. [The Florida Bar's Exhibits 35(B), (C) and (D)].

213. Respondent failed to notify DaSilva that he closed his law office at the Aventura location.

214. DaSilva unsuccessfully attempted to contact Respondent from Massachusetts to discuss the status of her case. DaSilva discovered that the law office in Aventura closed when she asked a friend to visit the Aventura location. Respondent claims that he had no obligation since the file had been transferred to Attorney Kimmel. The Referee finds it the obligation of the Respondent to inform the attorney to whom the file is transferred of anticipated action or follow up on a file. Furthermore, Respondent testified that files were transferred only with the consent of the client.

215. To this day, DaSilva does not know the status of her application and has never spoken with the Respondent. Respondent claims that this situation exists because he transferred this file to Attorney Kimmel. It therefore appears that Respondent did not review the file or send a transfer memorandum with the file.

216. Respondent failed to diligently and competently communicate with his client DaSilva.

217. By the conduct set forth above, Respondent violated R. Regulating Fla. Bar **3-4.2** [Violation of the Rules of Professional Conduct as adopted by the rules governing The Florida Bar is a cause for discipline.]; **3-4.3** [The commission by a lawyer of an act that is unlawful or contrary to honesty and justice, whether the act is committed in the course of the attorney's relations as an attorney or otherwise, whether committed within or outside the state of Florida and whether or not the act is a felony or misdemeanor, may constitute a cause for discipline.]; **4-1.1** [A lawyer shall provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness, and preparation reasonably necessary for the representation.]; **4-1.3** [A lawyer shall act with reasonable diligence and promptness in representing a client.]; **4-1.4(a)** [A lawyer shall keep a client reasonably informed about the status of a matter and promptly comply with reasonable requests for information.]; **4-1.4(b)** [A lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation.]; **4-8.4(a)** [A lawyer shall not violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another.].

COUNT III

The Florida Bar File Nos. 2006-51,397(17J) and 2006-51,490(17J)

218. Respondent entered into a partnership or business relationship with Bechtinger, wherein he provided legal services to the clients of Millennia Consulting Services Inc. through his law office at the same location.

219. Millennia provided immigrants with services that included translations, bookkeeping and apparently legal immigration and labor services.

220. Respondent knew that Bechtinger was not an attorney licensed to practice in the State of Florida and that the partnership or business relationship's activities included the practice of law.

221. As part of his partnership or business relationship with Bechtinger, Respondent reviewed documents for legal sufficiency and entered Notices of Appearance in certain cases.

222. Respondent also used the Aventura location as his record address for the Law Office of Alan S. Glueck and authorized Bechtinger to receive and process all the legal mail he received at the Aventura location.

223. Respondent provided Bechtinger control and management over his law practice in return for the legal business generated by the Aventura location. The uncontroverted facts that Respondent received free rent, utilities, use of a photocopier, staff and even the free service of paralegal Bechtinger is clear and

convincing evidence that he had an inappropriate partnership or business relationship with a nonlawyer. In practice, Millennia and the Law Office of Alan S. Glueck blended together into one operation sharing the same office manager, location, employees, and sharing control over his law office's bank account. It is uncontroverted that the partnership's or business relationship's activities included the practice of law.

224. By the conduct set forth above, Respondent violated R. Regulating Fla. Bar **3-4.2** [Violation of the Rules of Professional Conduct as adopted by the rules governing The Florida Bar is a cause for discipline.]; **3-4.3** [The commission by a lawyer of an act that is unlawful or contrary to honesty and justice, whether the act is committed in the course of the attorney's relations as an attorney or otherwise, whether committed within or outside the state of Florida and whether or not the act is a felony or misdemeanor, may constitute a cause for discipline.]; **4-5.4(c)** [A lawyer shall not form a partnership with a nonlawyer if any of the activities of the partnership consist of the practice of law.]; **4-8.4(a)** [A lawyer shall not violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another.].

III. RECOMMENDATION AS TO WHETHER RESPONDENT SHOULD BE FOUND GUILTY:

By the conduct set forth above in the individual cases, and for the violations set forth in the individual cases, Respondent violated R. Regulating Fla. Bar **3-4.2**

[Violation of the Rules of Professional Conduct as adopted by the rules governing The Florida Bar is a cause for discipline.]; **3-4.3** [The commission by a lawyer of an act that is unlawful or contrary to honesty and justice, whether the act is committed in the course of the attorney's relations as an attorney or otherwise, whether committed within or outside the state of Florida and whether or not the act is a felony or misdemeanor, may constitute a cause for discipline.]; **4-1.1** [A lawyer shall provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness, and preparation reasonably necessary for the representation.]; **4-1.3** [A lawyer shall act with reasonable diligence and promptness in representing a client.]; **4-1.4(a)** [A lawyer shall keep a client reasonably informed about the status of a matter and promptly comply with reasonable requests for information.]; **4-1.4(b)** [A lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation.]; **4-5.4(c)** [A lawyer shall not form a partnership with a nonlawyer if any of the activities of the partnership consist of the practice of law.]; **4-8.1(a)** [An applicant for admission to the bar, or a lawyer in connection with a bar admission application or on connection with a disciplinary matter shall not knowingly make a false statement of material fact.]; **4-8.1(b)** [An applicant for admission to the bar, or a lawyer in connection with a bar admission application or on connection with a disciplinary matter shall not knowingly fail to disclose a fact

necessary to correct a misapprehension known by the person to have arisen in the matter. . .]; **4-8.4(a)** [A lawyer shall not violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another.]; **4-8.4(c)** [A lawyer shall not engage in conduct involving dishonesty, fraud, deceit or misrepresentation.].

IV. RECOMMENDATION AS TO DISCIPLINARY MEASURES TO BE APPLIED:

Referee recommends that Respondent be suspended for three years due to the number of cases involved and due to the fact that they involve very vulnerable clients. Further, Respondent shall pay The Florida Bar's costs in this matter.

In arriving at the foregoing disciplinary recommendation, consideration was given to various factors which are set forth below:

A. Respondent exhibited a dishonest or selfish motive; a pattern of misconduct; bad faith obstruction of the disciplinary proceeding by intentionally failing to comply with rules of the disciplinary agency; and submitted false or misleading statements during the Bar investigation; or other deceptive practices during the disciplinary process by omitting certain information during a segment of the investigation. The Referee also considered the vulnerability of the eight victims and the seriousness of the consequences to the victims. Respondent also has substantial experience in the practice of law and showed indifference to making restitution when approached by the clients. Referee would have been

inclined to order restitution to some if not all the victims but for the absence of evidence as to how much time was spent on the files by the attorney and paralegal in order to determine how much constituted an excessive fee. See Rule 3-5.1(i), R. Regulating Fla. Bar. Clearly, by Respondent's own testimony a four thousand dollar fee to complete a labor certificate application was excessive as Respondent testified that it did not require "great legal thinking." Therefore, Referee finds these aggravating factors pursuant to Florida Standards for Imposing Lawyer Sanctions 9.2(b), (c), (d), (e), (f), (h), (i) and (j).

B. The following Standards of the Florida Standards for Imposing Lawyer Sanctions were considered in recommending the sanction to be imposed. Standard 4.42(a)(b) provides that suspension is appropriate when a lawyer knowingly fails to perform services for a client and causes injury or potential injury to the client or a lawyer engages in a pattern of neglect and causes injury or potential injury to a client. Standard 4.62 provides that suspension is appropriate when a lawyer knowingly deceives a client, and causes injury or potential injury to the client. Standard 6.12 provides that suspension is appropriate when a lawyer knows that false statements or documents are being submitted to the court or that material information is improperly being withheld, and takes no remedial action. Standard 7.2 states that suspension is appropriate when a lawyer knowingly

engages in conduct that is a violation of a duty owed as a professional and causes injury to a client, the public, or the legal system.

C. Respondent's conduct in forming a partnership or business relationship with a nonlawyer; assisting the nonlawyer in violating an injunction which prohibited the nonlawyer from preparing INS forms and advising persons as to various immigration benefits or statutes and the INS forms and procedures which are required to obtain these benefits and statutes; his relinquishment of the management of his law firm at the Aventura location to a nonlawyer and not exercising adequate control and supervision of the nonlawyer; failing to provide competent and diligent representation to his Aventura clients; failing to communicate with his Aventura clients; knowingly misleading the Bar that the nonlawyer did not work for Respondent in the Aventura office; knowingly failing to disclose that he opened a law office at the Aventura location; and engaging in conduct involving dishonesty, fraud, deceit or misrepresentation, warrant suspension. The Supreme Court held in The Florida Bar v. Abrams, 919 So.2d 425 (Fla. 2006) that an attorney who allowed his name and title to be used by a nonlawyer in a corporation doing immigration work violated the prohibition against conduct involving dishonesty, fraud, deceit or misrepresentation, warranting a one-year suspension. The Court in Abrams found that the paralegal was the person in control of the corporation's day-to-day operations, met with the

clients, conducted the client interviews, and made the decisions as to the appropriate course of action for the clients, and that the lawyer himself visited the office several times a month. The present case involves similar facts as in Abrams, but is more egregious in that Respondent participated in creating a “store front” for the Law Office of Alan S. Glueck and received the benefits of a free location, utilities, employees, secretarial and bookkeeping services. Furthermore, the current case involves eight cases of misconduct and not just one as in the Abrams case.

The Referee is aware that in The Florida Bar v. Mitchell, 385 So.2d 96 (Fla. 1980), the Supreme Court upheld the Referee’s recommendation for disbarment and his finding that “the totality and frequency of the different complaints evidence to me a reckless and wanton disregard by the Respondent for the rights and needs of his clients.” In The Florida Bar v. Williams, 604 So.2d 447 (Fla. 1992), the Supreme court also upheld the Referee’s recommendation for disbarment and his finding that this “court deals more harshly with cumulative misconduct than it does with isolated misconduct” and that “the Respondent should be dealt with more harshly for her cumulative misconduct.” As in the Mitchell and Williams cases, the current case also involves cumulative misconduct that “demonstrates an attitude and course of conduct that is inconsistent with the Florida’s standards for professional conduct.” However, the Referee recommends a three year suspension rather than disbarment.

In The Florida Bar v. Elster, 770 So.2d 1184 (Fla. 2000), an attorney received a three-year suspension for failing to accomplish any meaningful work on behalf of immigration clients, misrepresentations to clients, and issuance of misleading business card. The Supreme Court upheld the Referee's findings and explained that "[F]irst, '[c]onfidence in, and proper utilization of, the legal system is adversely affected when a lawyer fails to diligently pursue a legal matter entrusted to that lawyer's care. A failure to do so is a direct violation of the oath a lawyer takes upon his admission to the bar.' Second, the gravity of Elster's misconduct is heightened by one very important aggravating factor not present in any other case involving a pattern of conduct as serious as that in which Elster has engaged; vulnerability of the victims. The facts of these four cases, considered together, clearly show a pattern of egregious exploitation by Elster of a very vulnerable class of individuals."

D. The Referee finds that the imposition of a three year suspension and payment of The Florida Bar's costs is necessary to meet the Court's criteria for appropriate sanctions: attorney discipline must protect the public from unethical conduct and have a deterrent effect while still being fair to Respondent. The Florida Bar v. Pahules , 233 So.2d 130,132 (Fla. 1972).

V. PERSONAL HISTORY AND PAST DISCIPLINARY RECORD:

After finding Respondent guilty but prior to making this disciplinary recommendation, Referee considered the following personal history and prior disciplinary record of Respondent:

Age: 56

Date Admitted to The Florida Bar: December 17, 1976

Prior disciplinary convictions and disciplinary measures imposed therein:

None.

Character witnesses: Stephen Dell and Amilcar Morales

VI. STATEMENT OF COSTS AND MANNER IN WHICH COSTS SHOULD BE TAXED:

The Referee reviewed the affidavit of the following costs and finds they were reasonably incurred by The Florida Bar:

A.	Grievance Committee Level Costs:	
1.	Court Reporting Costs	\$ 939.90
2.	Bar Counsel Travel Costs	\$ -0-
B.	Referee Level Costs:	
1.	Court Reporting Costs	\$ 1,480.00
2.	Bar Counsel Travel Costs	\$ 316.80
C.	Administrative:	\$ 1,250.00
D.	Miscellaneous Costs:	
1.	Investigators Expenses	\$ 110.40
2.	Witness Fees	\$ -0-
3.	Copy Costs	\$ 47.55
4.	Auditor Costs	\$ -0-

5. Translation Fee \$ 120.00

TOTAL ITEMIZED COSTS: \$ 4,264.65

It is recommended that such costs be charged to Respondent and that interest at the statutory rate shall accrue and that should such cost judgment not be satisfied within 30 days of the judgment becoming final, Respondent shall be deemed delinquent and ineligible to practice law, pursuant to R. Regulating Fla. Bar 1-3.6, unless otherwise deferred by the Board of Governors of The Florida Bar.

Dated this _____ day of March, 2007.

DIANA LEWIS, REFEREE

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the original of the foregoing Report of Referee has been mailed to THE HONORABLE THOMAS D. HALL, Clerk, Supreme Court of Florida, 500 South Duval Street, Tallahassee, Florida 32399-1927, and that copies were mailed by regular mail to the following: STAFF COUNSEL, The Florida Bar, 651 E. Jefferson Street, Tallahassee, Florida 32399-2300; and JUAN C. ARIAS, Bar Counsel, The Florida Bar, 5900 North Andrews Avenue, Suite 900, Fort Lauderdale, Florida 33309-2366; and to KEVIN P. TYNAN, Respondent's counsel, 8142 N. University Drive, Tamarac, FL 33321, on this _____ day of _____, 2007.

DIANA LEWIS, REFEREE