

IN THE SUPREME COURT OF FLORIDA

THE FLORIDA BAR,
Complainant,

Supreme Court Case
No. SC83401

v.

The Florida Bar File
No. 1993-70,365(11B)

JAMES F. DOUGHERTY, II,
Respondent.

FILED
DEBBIE CAUSSEAU
MAR 03 2000
CLERK, SUPREME COURT
BY _____

REPLY OF RESPONDENT SEEKING STAY OF DISBARMENT ORDER

THE RESPONDENT, JAMES F. DOUGHERTY, II, in reply to the RESPONSE of THE FLORIDA BAR, of February 17, 2000, represents to this Honorable Court, the following:

1. One of the most significant events in my life was my admission to the Florida Bar in 1967. I have never been charged with any crime in my adult life until my indictment on ten (10) counts of wire fraud on November 24, 1994, in the United States District Court for the Southern District of Florida. I have never received any finding of probable cause of a disciplinary offense until one was entered on November 19, 1993, by admitted felon, Jack Jay Taffer, who acted as special counsel to the Florida Bar, after a complaint was filed and signed by Jon Zeder of the firm of Adorno & Zeder on October 1, 1992.

2. I successfully represented the corporation of Lloyds of London in a global fraud investigation and claim made by an international arms dealer, Munther Bilbeisi, a previous insured of Lloyds of London, between May 1, 1987 and April 1, 1992, fifty-nine (59) months or seventeen hundred and seventy (1770) days.

3. On May 1, 1987, I received a telephone call from John Blackwell at Lloyds of London at my Miami Beach law office. Mr. Blackwell retained me without any written contract based upon a reasonable fee agreement taking into account all factors in the assessment of a final reasonable fee which included not only the number of hours spent, at a minimum hourly rate, at cost, but most importantly, the results achieved which to him were, to win a six million dollar (\$6,000,000) insurance claim which later developed into a thirty five million dollar (\$35,000,000) bad faith claim. Brickell DiPietro 12 So.2d 782 (Fla. 1965); Johnson v. Georgia Highway 488 F2d 714, 717-719 (5th Cir. 1974). During my trial, Mr. Blackwell, the principal government witness admitted that he did not have a single document in six years which established his recollection or version of our attorney's fee agreement that limited my final attorney's fee to an hourly rate agreement and in fact, admitted that the entire question of attorney's fees was never discussed once by him or reduced to writing, or confirmed by him to me, by Lloyd's general counsel in London or New York during the six years of my representation.

4. At the invitation of Mr. Blackwell, I traveled to Lloyds in London and spent seventeen (17) weeks between 1987 and 1992, or over one hundred and nineteen (119) days conferring with Mr. Blackwell as to litigation strategy and litigation expense. I was required to speak within the Lloyds building on fifteen (15) occasions behind closed doors at One Lime Street, London, England, to approximately two hundred twenty (220) Lloyds underwriters who questioned me much like an oral argument before this Court for over two and one half hours on each occasion. Prior to and immediately after these weekly conferences in London

and attendance "Slip" meetings, some sixteen (16) separate wire transfers were sent to my Miami bank from London totalling from February 22, 1988 through January 31, 1992, the sum of \$9,121,279.77. I can assure this Court based on its own familiarity with attorney's fees litigation from underwriters who between 1986 and 1992 were losing twenty two billion dollars (\$22,000,000,000) that a Irish-American, graduate of Notre Dame, who was a solo practitioner litigating against an international arms dealer, selling major weapons systems from Jordan to Guatemala, in violation of United States' laws and who had filed a twenty five million dollar (\$25,000,000) bad faith claim in the Southern District of Florida before now U.S. Circuit Judge Stanley Marcus, and who had caused over eighteen (18) complaints from the Arab-League to the President of Lloyds of London, had received a historic cross-examination from sophisticated Englishmen whose distrust of American lawyers is historic. Unknown to me, all of my telephone calls for six (6) years, between Miami Beach and London, as well as my "Slip" meeting conferences were secretly recorded by John M. Blackwell, the client representative of Lloyds, with the assistance of Lloyds' General Counsel. In addition, Mr. Blackwell and his associate, Mr. Bosshard, visited my office and met with all of my associates during some seven (7) separate weekly conferences set for discovery depositions, court hearings in Miami, and a personal confrontation with the President of Guatemala, the Assistant Attorney General of Guatemala and the Minister of Defense, who had received bribes, General Gramajo, from ~~Bill~~ Bilbeisi and BCCI Bank. Ortiz V. Gramajo 886 F. Supp. 162, 171 (D.Mass. 1995).

Mr. Blackwell tape recorded that conversation of President Vinicio Cereso at the Vista Hotel in Washington, D.C. in February, 1989, without my knowledge or consent and made notes of that meeting, as well as typed memoranda of the meeting, to the President of Lloyds of London, in which it was discussed that cash payments would be made to witnesses, body guards, and informants, to assist the Government of Guatemala in its criminal investigation of corruption of members of the senior staff of the Guatemalan military, who attempted to kill me in Guatemala, attempted to bribe the Guatemalan lawyer, F. Palomo, and numerous witnesses in the case. U.S. law enforcement personnel tape recorded the conversation of the bribery attempt of Mr. Palomo, and the same was filed before Judge Marcus in order to establish obstruction of justice. At no time did Mr. Blackwell reveal to me that he was at the same time tape recording our attorney-client conferences.

5. On April 12, 1989, subsequent to the filing of a bad faith action of twenty five million dollars (\$25,000,000) against Lloyds in which I personally blocked a sale of sixteen (16) S-76 helicopters from Jordan to Guatemala, financed by BCCI Bank in Miami. I prepared an extensive outline of the question and answer session in my speech to those underwriters at Lloyds on April 12, 1989 and prepared an outline in a notebook that on April 11, 1989 and the day of the speech, April 12, 1989, and in that book, noted the expression "QUANTUM MERUIT". My other notebooks were given to Mr. Blackwell in London.

6. During the Florida Bar investigation by Jon J. Taffer, I turned over to him in April, 1993, the notebook of April 12,

1989, which he had in his continuous possession until his office was broken into by court order by Commonwealth Land Title in April, 1996, as a result of his theft of over two hundred and fifty thousand dollars (\$250,000) of clients' funds, resulting from forged deeds and conversion of checks. Miss Randi Lazarus, Bar Counsel, who acted as co-counsel with Mr. Taffer for two years during the Florida Bar investigation against me did NOT inform me or my attorney that the Florida Bar, Miami office, had received over seven (7) complaints of major misconduct by Mr. Taffer including forgery of a circuit judge's name to a final judgment of foreclosure and theft. When the Florida Bar in Miami received an emergency suspension of Mr. Taffer from practicing law by order of this Court on May 8, 1986 by Miss Lazarus that the Florida Bar prosecutor who had engaged in two years of discovery against me and who possessed thousands of my records including the notebook of April 12, 1989, had been suspended and that a trustee appointed by a Dade Circuit Court had returned those records to Miss Lazarus. I sought production of COPIES of those records from REFERREE GRAHAM. Eight (8) weeks before my trial in federal court and after several hearings, they were copies and returned to me out of sequence. With the knowledge and assistance of Miss Lazarus, Assistant U.S. Attorney Thomas Mulvihill argued to the jury at my trial that I had deliberately altered portions of the notebook and suggested in final argument to the jury on the essential element of my defense that a reasonable fee agreement existed as corroborated by my handwritten notes of April 12, 1989-"QUANTUM MERUIT", that that book and notation was false! Miss Lazarus directly assisted Mr. Mulvihill in making a false argument to the jury. Additionally,

Miss Lazarus, who had conferred with Mr. Mulvihill both before and during my twenty two (22) day trial, from October 12, 1996 through my conviction on November 19, 1996, met with and discussed aspects of my trial and was well aware that the final argument made by Mr. Mulvihill "I [Dougherty] willfully violated the Florida Bar Rules, I willingly improperly paid witnesses and I broke all the rules of the profession." TR3926-3927;3933 This statement was false and known to be false by both attorneys and was a gross distortion of the record which permitted both attorneys to successfully argue for my conviction through the use of false and misleading testimony. Neither Miss Lazarus on behalf of the Florida Bar or Mr. Mulvihill on behalf of the United States Government informed the trial judge or the jury that Mr. Taffer was an admitted thief and that the Florida Bar, five (5) days before my conviction had recommended to this Court and that this Court had to prove the suspension and not permanent disbarment of Mr. Taffer for multiple acts of fraud and deceit. The Florida Bar v. Taffer 684 So.2d 1353 (Fla. 11/14/96); 675 So. 2d 123 (Fla. 5/8/96)

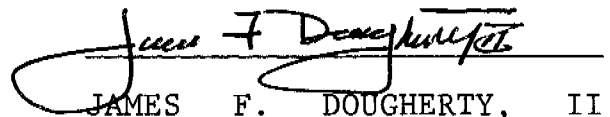
7. Mr. Fred Schwartz who represented Mr. John Blackwell before the federal grand jury in March, 1996, when Mr. Blackwell traveled from London had already successfully stolen over two hundred fifty thousand dollars (\$250,000) from a major narcotics dealer-client and later testified in a federal proceeding that the Adorno & Zeder Trust Account had again been used in a money laundering scheme of a major organized crime figure. U.S. v. Pellulo, 961 F. Supp. 736, 747 (D.N.J. 1997); 964 F.2d 193 (3rd Cir. 1992); 14 F.3d 881 (3rd Cir. 1994); 105 F.3d 117 (3rd Cir. 1997).

8. I have no objection to Attorney Louis M. Jepeway, Jr. ✓
from withdrawing from my representation in this case.

9. I have enclosed a copy of my Petition for Certiori to
the United States Supreme Court filed November 24, 1999.

10. I did not commit wire fraud, I did not defraud Lloyds
of London and the central exhibits to my defense secretly tape
recorded conferences for over six (6) years withheld from
discovery for over two (2) years after my indictment and produced
in the middle of the trial, when the Government objected to their
introduction, coupled with the mistatement of testimony by Mr.
Mulvihill, with the assistance of a disbarred lawyer, Jack Jay
Taffer, and the failure to correct knowing false argument by Miss
Lazarus resulted in my conviction.

11. I respectfully request this Court, as a result of the
years of service to clients for twenty nine (29) years and
specifically, including successful representation of Lloyds of
London, that this Court stay any order of disbarment, pending
a ruling from the United States Supreme Court.


JAMES F. DOUGHERTY, II

CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that the original of the foregoing Reply
was mailed to **DEBBIE CAUSSEAU**, Acting Clerk, Supreme Court of
Florida, Supreme Court Building, 500 South Duval Street,
Tallahassee, Florida 32399-1927, and a true and correct copy was
sent to **LOUS JEPEWAY, JR.**, Attorney for Respondent, 19 West
Flagler Street, Suite 407, Miami, Florida 33130, and to **JOHN**

ANTHONY BOGGS, Staff Counsel, The Florida Bar, 650 Apalachee Parkway, Tallahassee, Florida 32399-2300, on this 27 day of February, 2000.



JAMES F. DOUGHERTY, II