



June 10, 2020

SENT VIA FAX/ EMAIL TO:

Tower Hill Insurance

RE: My Clients/Insureds: Eloise Teage

Claim No.: 3300341779

Date of Loss: 9/10/2017

Policy No.: J000387939

Dear Sir or Madam:

Please be advised the undersigned law firm has been retained to represent the above named insureds/clients with regard to the Hurricane (Irma) sustained on 9/10/2017, within the property located at 1650 Caroline Court Bartow, FL 33830.

Our clients respectfully request that any and all communications and correspondence are addressed with the undersigned law firm directly. Please forward all future correspondence to claims@stremslaw.com.

For purposes of inspection, please contact Contender Claims at 305-238-8672, and kindly schedule same.

Pursuant to Florida Statute 626.9641(f), please allow this letter of representation to serve as a formal request for a copy of the insurance policy referenced herein.

Please note that any and all payments and/or drafts of insurance proceeds must include the undersigned firm as a named payee and **should be mailed to our Coral Gables office**. We appreciate your professional courtesy on this matter. Our Tax ID # is 26-3531714.

Our above named client(s) would like nothing more than to be cooperative in every way to oblige your reasonable requests in order to comply with post loss conditions and bring this matter to a proper and just resolution. Please advise the undersigned Law Firm of anything you may need to process this claim.

Kind Regards,

THE ATTORNEYS OF STREMS LAW FIRM

COMPOSITE
EXHIBIT

A

STREMS LAW FIRM

2525 Ponce De Leon Blvd., Suite 600 Coral Gables, FL 33134 • TEL: (786) 430-0882 • FAX: (305) 459-1589

RECEIVED, 08/27/2020 11:04:04 AM, Clerk, Supreme Court

FROM: Claimreports7<claimreports7@stremslaw.com>
TO: claims@thig.com
CC: Nicole Perez; Paola Oramas
SENT: Wednesday, June 10, 2020 10:23:00 AM Eastern Daylight Time
SUBJECT: 3300341779 ELOISE TEAGE
ATTACHMENTS: image001.jpg; W-9 (2020).pdf; 3300341779 LOR.pdf;

Hello,

Please see attached for the LOR(s) for the above referenced claim(s) along with our W-9.

Please be advised, per our attached LOR(s), Strem Law Firm gives **full permission** to contact **Contender Claims Consultants** for the purposes of initial inspections, re-inspections and any other inspections throughout the duration of this claim. Please schedule with **Paola**. I have included her in this e-mail to assist you in scheduling.

Lastly, please provide us with a copy of the insureds policy covering the DOL(s). Please be advised this copy does **not** have to be certified and can (preferably) be e-mailed to me directly.

Thank you,



Collin J. Li
Pre-litigation Legal Assistant
www.stremslaw.com
Email: claimreports7@stremslaw.com

786.430.0862 | 305.459.1589

DIRECT: 786.490.0025

2585 Ponce De Leon Blvd., Suite 500 | Coral Gables | FL | 33134

NOTICE: This e-mail, any files, and/or attachments transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity that this e-mail is addressed to. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited, and may violate law.

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

The Strains Law Firm, P.A.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3).

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions

2525 Ponce de Leon Blvd Suite 600

6 City, state, and ZIP code

Coral Gables, FL 33134

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

OR

Employer identification number

26-3531714

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶ 1/6/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



June 11, 2020

SENT VIA FAX/ EMAIL TO:

AMERICAN SECURITY INSURANCE COMPANY

RE: My Clients/Insureds: MICHELLE WHITTAKER

Claim No.: 00200912431

Date of Loss: 9/11/2017

Policy No.: MIP-RCH-02115-00

Dear Sir or Madam:

Please be advised the undersigned law firm has been retained to represent the above named insureds/clients with regard to the Hurricane sustained on 9/11/2017, within the property located at 4549 CALADIUM COURT, KISSIMMEE, FL 34758.

Our clients respectfully request that any and all communications and correspondence are addressed with the undersigned law firm directly. Please forward all future correspondence to claims@stremslaw.com.

For purposes of inspection, please contact FGF Claims Consultants at (786) 204-5700, and kindly schedule same.

Pursuant to Florida Statute 626.9641(f), please allow this letter of representation to serve as a formal request for a copy of the insurance policy referenced herein.

Please note that any and all payments and/or drafts of insurance proceeds must include the undersigned firm as a named payee and **should be mailed to our Coral Gables office**. We appreciate your professional courtesy on this matter. Our Tax ID # is 26-3531714.

Our above named client(s) would like nothing more than to be cooperative in every way to oblige your reasonable requests in order to comply with post loss conditions and bring this matter to a proper and just resolution. Please advise the undersigned Law Firm of anything you may need to process this claim.

Kind Regards,

THE ATTORNEYS OF STREMS LAW FIRM

STREMS LAW FIRM

2525 Ponce De Leon Blvd., Suite 600 Coral Gables, FL 33134 · TEL: (786) 430-0882 · FAX: (305) 459-1589

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

The Streams Law Firm, P.A.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

2525 Ponce de Leon Blvd Suite 600

6 City, state, and ZIP code

Coral Gables, FL 33134

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

26-3531714

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Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
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- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

1/6/2020

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- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
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- Form 1099-K (merchant card and third party network transactions)
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- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



June 11, 2020

SENT VIA FAX/ EMAIL TO:

Security First Insurance Company

RE: My Clients/Insureds: Rosa Henderson

Claim No.: 198269

Date of Loss: 12/23/2019

Policy No.: P000414506

Dear Sir or Madam:

Please be advised the undersigned law firm has been retained to represent the above named insureds/clients with regard to the Water Damage (Kitchen) sustained on 12/23/2019, within the property located at 5880 Dorothy Street Bartow, FL 33830.

Our clients respectfully request that any and all communications and correspondence are addressed with the undersigned law firm directly. Please forward all future correspondence to claims@stremslaw.com.

For purposes of inspection, please contact Contender Claims at 305-238-8672, and kindly schedule same.

Pursuant to Florida Statute 626.9641(f), please allow this letter of representation to serve as a formal request for a copy of the insurance policy referenced herein.

Please note that any and all payments and/or drafts of insurance proceeds must include the undersigned firm as a named payee and **should be mailed to our Coral Gables office**. We appreciate your professional courtesy on this matter. Our Tax ID # is 26-3531714.

Our above named client(s) would like nothing more than to be cooperative in every way to oblige your reasonable requests in order to comply with post loss conditions and bring this matter to a proper and just resolution. Please advise the undersigned Law Firm of anything you may need to process this claim.

Kind Regards,

THE ATTORNEYS OF STREMS LAW FIRM

STREMS LAW FIRM

2525 Ponce De Leon Blvd., Suite 600 Coral Gables, FL 33134 · TEL: (786) 430-0882 · FAX: (305) 459-1589



June 12, 2020

SENT VIA FAX/ EMAIL TO:

Security First Insurance Company

RE: My Clients/Insureds: Lamanuel Melvin

Claim No.: 198385

Date of Loss: 5/29/2020

Policy No.: P000091626

Dear Sir or Madam:

Please be advised the undersigned law firm has been retained to represent the above named insureds/clients with regard to the Water Damage (Kitchen) sustained on 5/29/2020, within the property located at 2369 Foster Court Tallahassee, FL 32303.

Our clients respectfully request that any and all communications and correspondence are addressed with the undersigned law firm directly. Please forward all future correspondence to claims@stremslaw.com.

For purposes of inspection, please contact Contender Claims at 305-238-8672, and kindly schedule same.

Pursuant to Florida Statute 626.9641(f), please allow this letter of representation to serve as a formal request for a copy of the insurance policy referenced herein.

Please note that any and all payments and/or drafts of insurance proceeds must include the undersigned firm as a named payee and **should be mailed to our Coral Gables office**. We appreciate your professional courtesy on this matter. Our Tax ID # is 26-3531714.

Our above named client(s) would like nothing more than to be cooperative in every way to oblige your reasonable requests in order to comply with post loss conditions and bring this matter to a proper and just resolution. Please advise the undersigned Law Firm of anything you may need to process this claim.

Kind Regards,

THE ATTORNEYS OF STREMS LAW FIRM

STREMS LAW FIRM

2525 Ponce De Leon Blvd., Suite 600 Coral Gables, FL 33134 · TEL: (786) 430-0882 · FAX: (305) 459-1589

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H20000205873 3)))



H20000205873ABC

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850)617-6380

From:

Account Name : JOHNSON, POPE, BOKOR, RUPPEL & BURNS, LLP.
Account Number : 076666002140
Phone : (727)461-1818
Fax Number : (727)441-8617

Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

Email Address: _____

JUL 02 2020

COR AMND/RESTATE/CORRECT OR O/D RESIGN
THE STREMS LAW FIRM, P.A.

Certificate of Status	0
Certified Copy	0
Page Count	02
Estimated Charge	\$35.00

Electronic Filing Menu

Corporate Filing Menu

Help

EXHIBIT
B

**ARTICLES OF AMENDMENT TO
THE ARTICLES OF INCORPORATION
OF
THE STREMS LAW FIRM, P.A.**

Pursuant to the provisions of Section 607.1006, Florida Statutes, this Florida Profit Corporation hereby adopts the following amendment(s) to its Articles of Incorporation:

1. The name of the Corporation is THE STREMS LAW FIRM, P.A.
2. The Articles of Incorporation for the Corporation were filed with the Florida Department of State effective October 14, 2018, and the Florida document number assigned to this Corporation is P08000093338.
3. Article I of this Corporation's Articles of Incorporation is hereby amended in its entirety so as to read, after amendment, as follows:

"ARTICLE I

The name of the Corporation shall be THE PROPERTY ADVOCATES, P.A."

4. Article IV of this corporation's Articles of Incorporation is hereby amended in its entirety so as to read, after amendment, as follows:

"ARTICLE IV

This corporation shall be authorized to issue One Million (1,000,000) shares of ten cents (\$0.10) per share."

5. These Articles of Amendment shall be effective upon filing with the Florida Department of State.
6. These Articles of Amendment have been adopted by Written Action in lieu of a Special Meeting of the sole Shareholder and Director of this Corporation on June 29, 2020, which vote is sufficient for approval.

IN WITNESS WHEREOF, the undersigned has executed and delivered these Articles of Amendment on behalf of this Corporation this 1 day of July, 2020.

THE STREMS LAW FIRM, P.A.

By: _____

SCOT STREMS
Registered Agent



July 1, 2020

Re: Your Insurance Claim

Dear Client:

Our work continues on your file, but we write this letter to advise of changes at the law firm and matters regarding me.

The ownership of The Stremms Law Firm is changing by advancing three of our present lawyers as shareholders. As well, I will no longer be the owner of the law firm or involved at the firm because of this change of ownership. The remainder of the attorneys and support staff, however, remain the same.

Your case has been handled by a specifically assigned attorney at the law firm and support staff which will not be affected by these changes. I had not been the lawyer directly responsible for your matter. Of course, the lawyers directly responsible for your matter will continue without any change to seek the best settlement or judgment for your case.

I will no longer be involved in the firm and I have been suspended from the practice of law, as per the attached Order.

The new name of the firm will be **The Property Advocates P.A.** and if you see that name on further papers we send to you there is no reason for your concern.

Again, we greatly value your confidence in us as your attorneys to complete your claim and get the best result for you possible for the damages to your home.

We will stay in touch over the next few weeks and bring you up to date on our continuing efforts on your behalf.

Please feel free to contact our office with any questions you may have.

Thank you for your continued support.

Respectfully,

A handwritten signature in blue ink, appearing to read "Scot Stremms".

Scot Stremms

EXHIBIT

C

STREMS LAW FIRM

2525 Ponce De Leon Blvd., Suite 600 Coral Gables, FL 33134 · TEL: (786) 430-0882 · FAX: (305) 459-1589



Julio 1, 2020

Re: Su reclamo de seguro

Estimado Cliente:

Nuestro trabajo continúa en su expediente, pero escribimos esta carta para informarle sobre cambios en el bufete de abogados y asuntos relacionados conmigo.

El propietario de The Stremms Law Firm está cambiando al avanzar tres de nuestros abogados actuales como accionistas. Yo ya no seré el dueño de la firma de abogados ni estaré involucrado en la firma debido a este cambio. Sin embargo, el resto de los abogados y el personal de apoyo siguen siendo los mismos.

Su caso ha sido manejado por un abogado asignado específicamente en el bufete de abogados y el personal de apoyo que no se verán afectados por estos cambios. No había sido el abogado directamente responsable de su asunto. Por supuesto, los abogados directamente responsables de su asunto continuarán sin ningún cambio para buscar el mejor acuerdo para su caso.

Ya no estaré involucrado en la firma y he sido suspendido de la práctica de la ley, según la Orden adjunta.

El nuevo nombre de la firma será **The Property Advocates P.A.** y si ve ese nombre en otros documentos que le enviamos, no hay razón para preocuparse.

Nuevamente, valoramos enormemente su confianza en nosotros como sus abogados para completar su reclamo y obtener el mejor resultado posible para usted por los daños a su hogar.

Nos mantendremos en contacto durante las próximas semanas y le informaremos sobre nuestros continuos esfuerzos en su nombre.

No dude en comunicarse con nuestra oficina si tiene alguna pregunta.

Gracias por su continuo apoyo.

Cordialmente,

A handwritten signature in blue ink, appearing to read "Scot Stremms". The signature is written in a cursive, flowing style.

Scot Stremms

STREMS LAW FIRM

2525 Ponce De Leon Blvd., Suite 600 Coral Gables, FL 33134 · TEL: (786) 430-0882 · FAX: (305) 459-1589

INTERNAL TEAM MEMO- Change In Ownership



Cynthia Montoya

5:25 PM

...

Good afternoon everyone,

This email is to advise you all that the ownership of The Strems Law Firm is changing during the next week. Mr. Scot Strems will no longer be the owner of the law firm because of this change of ownership. We make certain, that we are going to sustain the reputation and standing that we have managed to build for the last 12 years. The new stockholders will be announced next week.

We are notifying you that other than the change in ownership and name, there is no change in the management and policies of the firm. The new firm name will now be **The Property Advocates, P.A.** We want everyone to rest assured that your jobs and positions remain secure and there will be no change in employee benefits.

← ∨ Reply

EXHIBIT

D

IN THE SUPREME COURT OF FLORIDA
(Before a Referee)

Supreme Court Case No.: SC20-806

The Florida Bar File Nos.

2018-70,119 (11C)

2019-70,311 (11C)

2020-70,440 (11C)

2020-70,444 (11C)

THE FLORIDA BAR,

Complainant,

vs.

SCOT STREMS,

Respondent.

_____/

Tuesday, July 7, 2020

9:30 a.m. - 6:30 p.m.

TAKEN VIA VIDEOCONFERENCE

Hearing in above-styled cause taken
remotely before the Honorable Dawn V. Denaro,
reported by Ileana L. Carril, Shorthand
Reporter and Notary Public in and for the
State of Florida at Large, pursuant to Notice
filed in the above cause.

- - - - -

1 APPEARANCES:

2 ON BEHALF OF THE COMPLAINANT:

3

4 The Florida Bar
 444 Brickell Avenue, Suite M-100
 Miami, Florida 33131
 5 BY: John Derek Womack, Esq.
 Arlene Kalish Sankel, Esq.

6

ON BEHALF OF THE RESPONDENT:

7

8 Kuehne Davis Law, P.A.
 100 S.E. 2nd Street, Suite 3105
 Miami, Florida 33131
 9 BY: Benedict P. Kuehne, Esq.
 10 Smith, Tozian, Daniel & Davis, P.A.
 109 N. Brush Street, Suite 200
 11 Tampa, Florida 33602
 BY: Scott K. Tozian, Esq.

12

13 Mark A. Kamilar, Esq.
 2921 S.W. 27th Avenue
 Miami, Florida 33133
 14 BY: Mark A. Kamilar, Esq.

15 Coffey Burlington, PL
 2601 South Bayshore Drive, PH 1
 16 Miami, Florida 33133
 BY: Kendall B. Coffey, Esq.

17

18 - - - - -

19 INDEX

20	Direct	Cross	Redirect
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21 William Schifino

22 By Mr. Tozian	72		--
By Mr. Womack		86	

23

24 Scot Strems

24 By Mr. Kuehne	111		310
25 By Mr. Womack		233	

1 THE COURT: We're here this morning
2 on the respondent's motion to dissolve the
3 order of suspension, which is dated on June
4 9th, 2020.

5 Would everybody formally please
6 announce your appearances for the record.

7 MR. WOMACK: Derek Womack with the
8 Florida Bar.

9 MS. SANKEL: Arlene Sankel with the
10 Florida Bar.

11 MR. KUEHNE: For Scot Strems, he is
12 present, as is Ben Kuehne, counsel; Scott
13 Tozian, counsel; Gwen Daniel, counsel; Mark
14 Kamilar, counsel. And to join us at some
15 point, Kendall Coffey, counsel.

16 THE COURT: Thank you.

17 MR. KUEHNE: Your Honor, for record
18 purposes could the court reporter please
19 identify herself so I can just make a note.

20 THE COURT: Yes, please.

21 (Thereupon, conversation was
22 held off the record.)

23 THE COURT: Proceed. Mr. Womack will
24 be giving an opening statement. I can't hear
25 you. For some reason I can't hear you now.

1 MR. WOMACK: I just muted myself.

2 THE COURT: All right. Very well.

3 You may begin

4 MR. WOMACK: Actually, I would defer
5 to Mr. Tozian and respondent's counsel. It's
6 their motion.

7 THE COURT: Please proceed.

8 MR. KUEHNE: Good morning, Your
9 Honor, and thank you for giving us the
10 expedited time on this important matter, a
11 motion to dissolve an emergency suspension.

12 At the appropriate time, Your Honor,
13 I will be invoking the rule for purposes of
14 any witnesses who are not authorized to hear,
15 and I would be asking the Court to allow Scot
16 Strems, who is a party and will be a witness
17 to appear throughout all proceedings.

18 Rule 3-5.2 allows an emergency
19 suspension by the Florida Supreme Court under
20 very limited circumstances, and permits a
21 referee to order a dissolution or amendment
22 per 3-5.2 little i. That is the actionable
23 rule for the purposes of today's proceeding.

24 And the rule states, and I quote,
25 "The referee will recommend dissolution or

1 amendment, whichever is appropriate to the
2 extent Bar counsel cannot demonstrate a
3 likelihood of prevailing on the merits of any
4 underlying rule violation."

5 The hearing today, including argument
6 and evidence, will demonstrate that an
7 emergency suspension of Scot Strems is not
8 appropriate and should be dissolved or amended
9 on conditions.

10 The evidence will reflect that the
11 Bar's petition for emergency suspension is not
12 founded on the requirement that mandates
13 emergency suspension is allowed when a lawyer
14 is creating great public harm.

15 In this case, the Bar's petition,
16 although supported by two affidavits of
17 Judges, are not supported by affidavits
18 demonstrating personally known facts to give
19 rise to the order of suspension. In fact,
20 those affidavits are not based on personally
21 known facts and there is no evidence to
22 establish clearly and convincingly that the
23 lawyer, Mr. Strems, appears to be causing
24 great public harm, as is the requirement.

25 The evidence will reflect that Scot

1 Strems is the managing partner of medium size
2 law firm practicing throughout Florida with up
3 to 30 lawyers who are lawyers for the firm
4 representing clients. The number of lawyers
5 varies over time between 20 and 30 during the
6 affected time period.

7 And I note, the evidence will reflect
8 that the petition for emergency suspension was
9 based on a time period of approximately
10 18 months, 2016 through 2018, occurring
11 roughly 18 months ago. The Bar has attempted
12 to support or defend the emergency suspension
13 based on new information, not a part of the
14 petition for emergency suspension.

15 And at the appropriate time, we will
16 object to the Court's consideration of items
17 that are not part of the petition for
18 emergency suspension.

19 Under all circumstances, dissolution
20 or amendment is appropriate because the basis
21 for emergency suspension, which requires a
22 showing of immediacy, ongoing harm to the
23 public or client is not and cannot be
24 established. And the nature of the
25 circumstances giving rise to the suspension

1 are not the type or types of conduct that are
2 considered appropriate for emergency
3 suspension.

4 Pointing to the Florida standards for
5 imposing lawyer sanctions 2.4.

6 And Your Honor, this is a brief
7 summary of the evidence and the argument, but
8 all contained in the motion to dissolve, so
9 I'm being short-winded in this regard, since I
10 know the Court has fully reviewed the many
11 pages of materials in a short period of time.

12 Rule standard 2.4 identifies examples
13 of circumstances in which emergency suspension
14 is appropriate. None of which are involved in
15 this case, as the pleadings reflect, the
16 affidavits reflect and the evidence will
17 reflect. There is no charge or conviction of
18 a serious crime and there is no demonstration
19 that conduct is continuing and is causing or
20 is likely to cause immediate and serious
21 injury to the client or the public.

22 The examples used in this standard,
23 although all the examples demonstrate the
24 seriousness and the limited nature of the
25 suspension, none of which is involved here as

1 the facts will demonstrate.

2 There is no ongoing conversion of
3 trust account funds. There is no lawyer
4 abandonment of clients or cases. In fact, the
5 evidence will reflect that Mr. Strems, as
6 managing partner, and his law firm,
7 effectively, including through today, are
8 representing many clients satisfactorily in
9 the course of their pursuit of justice against
10 insurance companies.

11 The evidence will reflect that none
12 of the conduct alleged, individually or
13 cumulatively, approaches the nature of
14 requiring emergency relief. And the evidence
15 will also reflect that the emergency
16 suspension itself, if continued, will have the
17 effect of causing irreparable harm to the
18 clients and the cases being currently
19 represented by the Strems Law Firm.

20 The evidence will reflect that Mr.
21 Strems manages, as I mentioned, 20 to 30
22 lawyers and a support staff of up to 100 staff
23 members that currently manage approximately
24 9,000 clients or case matters. And over the
25 time frame that is at issue in this case,

1 there have been tens of thousands of cases
2 that have been handled by the Strems Law Firm
3 throughout the state of Florida, almost all of
4 which have been handled responsibly and
5 appropriately.

6 The evidence will reflect that the
7 cases handled by the Strems Law Firm, on
8 average from beginning to end, are resolved in
9 approximately 18 months. That is far below
10 the standard for pendency of circuit cases in
11 the large circuit.

12 The evidence will also reflect that,
13 during the time frame at issue, and including
14 to the present time, the law firm has tried an
15 extensive amount of cases; meaning cases that
16 have gone to trial. Have resolved, by
17 agreement, most of the cases, and very few
18 cases have involved any claims of discovery
19 violations or orders from Judges sanctioning
20 or in some way criticizing Strems' lawyers for
21 conduct in the course of litigation.

22 The evidence will reflect that
23 although there is no fully formed statistic
24 that's still being worked on, the evidence of
25 cases in which there has been any criticism of

1 lawyer conduct is less than one percent of
2 filed cases.

3 The evidence will also reflect that
4 the Strems Law Firm has over time taken
5 substantial managerial corrective action to
6 address each and every issue that has been
7 raised by any Judge or any opposing party in
8 connection with any pending matter.

9 The evidence will reflect that the
10 Florida Bar, through what used to be called
11 LOMAS, the Law Office Management Advisory
12 Service, but now operates under a new name,
13 conducted an evaluation of the Strems Law Firm
14 for management suggestions.

15 Many management suggestions were made
16 based on a medium size firm with a number of
17 lawyers and the number of cases being
18 represented in a litigation practice. And
19 Scot Strems and his team, as was appropriate,
20 implemented the recommendations.

21 More recently the Strems Law Firm has
22 engaged a lawyer who is fully evaluating the
23 current practices, including computer-based
24 practices in the firm for case management and
25 conducting a full review and essentially a

1 management evaluation of that firm to
2 implement best practices. This is the type of
3 approach the evidence will reflect that Scot
4 Strems and his team have tried to do
5 throughout the existence of the Strems Law
6 Firm, a law firm that focuses on one principal
7 type of case, and that is first-party
8 insurance plaintiffs work.

9 Meaning clients who are covered by an
10 insurance policy, a homeowner's insurance
11 policy, seek relief against the insurance
12 carrier for damages to the real estate, to the
13 home primarily.

14 And the defendants in all of those
15 cases are insurance companies. And the law
16 firms primarily representing those defendants
17 are a number of insurance defense law firms.
18 And Mr. Strems and his law firm do this work
19 in virtually every circuit of the state.

20 The evidence will also reflect that
21 Mr. Strems is not routinely a lawyer handling
22 the individual cases. He is a managing
23 partner, manages the firm, assists with firm
24 issues, including assisting the lawyers in
25 learning the practice and fulfilling their

1 obligations as counsel.

2 Mr. Strems does infrequently appear
3 in various matters where he has a particular
4 interest or he's called upon to take a
5 particular role. But the great bulk of the
6 matters that underlie the Florida Bar's
7 emergency suspension are cases for which he
8 takes full responsibility, and the evidence
9 will reflect that, but do not involve his
10 active involvement as counsel, active counsel,
11 in the case.

12 He believes, and the evidence will
13 reflect, that his lawyers handle those cases
14 responsibly in the few number of cases where
15 there are discovery issues or issues that have
16 been brought to the attention of the presiding
17 Judge. Those issues have been resolved
18 favorably and fairly.

19 The evidence will also reflect that
20 the great bulk of clients represented by Mr.
21 Strems are fully satisfied with the
22 representation. That Mr. Strems and his law
23 firm receive a fair fee for the work done, and
24 Mr. Strems and his law firm abide by the
25 Florida rules of professional conduct in all

1 respects with regards to their fee,
2 their representation of clients, their payment
3 of vendors for actual work rendered. And to
4 the extent that the Bar's emergency suspension
5 can be interpreted to include allegations
6 pending against the firm that are part of
7 ongoing litigation, the evidence will reflect
8 that.

9 THE COURT: Excuse me. Somebody is
10 laughing. You need to mute yourself. I
11 cannot tell where it's coming from.

12 Who is Mr. Edwards? Itrice.dot
13 (phonetic) Edwards. I've muted that person.
14 I think I saw green coming from that box.

15 All right. Continue, Mr. Kuehne.

16 MR. KUEHNE: And the evidence will
17 reflect that the Strems Law Firm is
18 actively litigating those cases.

19 And particularly, Your Honor, there's
20 an action brought against the Strems Law
21 Firm for claims of various professional
22 improprieties, including a suggestion of
23 conspiratorial conduct.

24 And the Strems Law Firm is defending
25 that. The litigation is in its very

1 earliest stages with no evidentiary
2 presentation whatsoever. On the Strems
3 Law Firm has engaged adequate, capable
4 counsel who may be called as a witness in
5 this case, William Schifino, who's a
6 respected member of the Bar and counsel of
7 record for the Strems Law Firm who will
8 offer his firsthand testimony concerning
9 the stage of the cases and the nature of
10 the allegations and the defenses to those
11 matters.

12 In conclusion, Your Honor, the
13 evidence will reflect that the emergency
14 suspension is not appropriate and should
15 be dissolved or modified with conditions
16 that we will suggest to the Court to allow
17 the Strems Law Firm to continue providing
18 adequate representation to its clients
19 currently pending and clients who do not
20 yet have cases pending and for Mr. Strems
21 to continue his role as managing partner
22 for the law firm with the managerial
23 assistance of a lawyer, former Circuit
24 Judge Izzy Reyes, who has been engaged by
25 the firm to conduct oversight and

1 implementation of appropriate management
2 practice. Thank you, Your Honor. I'm
3 available to answer any questions that
4 might have arisen from my opening
5 statement.

6 THE COURT: I have one question from
7 your opening statement of which I think
8 I'll ask the Bar counsel to instruct me,
9 as I was reading for the last week all the
10 voluminous materials that have come in.

11 Mr. Kuehne, you indicated in your
12 opening statement the following, you said,
13 "Based on new information, not part of the
14 petition."

15 So I've read a lot of information
16 that has come in. There have been
17 hearings. There have been depositions.
18 There have been the entire -- one entire
19 file that I've read already, the McKeeran
20 document, very voluminous. There was a
21 deposition, lengthy, by Mr. Aguirre, and
22 there were time records, pleadings that
23 are still outstanding from the insurance
24 companies.

25 And so I wonder, I'll be candid with

1 you, I don't do these types of hearings
2 all the time, the scope of what the Court
3 is able to consider in this hearing --
4 because a lot of information that I've
5 received, and I've been trying to go
6 through it, it's more than 3,000 pages in
7 six days. It's tremendous. I've been
8 held up, as I'm sure everybody has been,
9 in the office reading and studying.

10 And so the first question that I
11 have, I guess to the Bar attorney. I knew
12 that he alleged a continuing course of
13 pattern of conduct, and the documents that
14 he's been supplying have endeavored to
15 show that.

16 But what is the Court permitted, Mr.
17 Womack, to look at when making my final
18 ruling in this matter?

19 Is the Court permitted to look at
20 these other matters, which are not pled
21 with specificity in the original charging
22 document by the Bar? That's my first
23 question.

24 MR. WOMACK: Yes, absolutely, Your
25 Honor. This is a Bar proceeding. You

1 have very, very broad latitude to consider
2 whatever evidence that you find relevant
3 and helpful.

4 THE COURT: Thank you.

5 MR. WOMACK: And furthermore, Your
6 Honor, we're challenged in the motion on
7 the basis of this.

8 THE COURT: Continuing course of
9 conduct, of course.

10 MR. WOMACK: Precisely. And we've
11 provided evidence that supports our
12 argument to the contrary. Evidence,
13 which, by the way, is a matter of public
14 record, evidence which is a product of the
15 respondent's work and the work of his
16 firm. So, you know, I don't think that
17 there's any elements of surprise or
18 prejudice that really factor in.

19 THE COURT: Mr. Kuehne, I'll ask you
20 for a brief response. And, of course, we
21 can go back to this at the end. I just
22 had that general question.

23 MR. KUEHNE: Thank you, Judge. The
24 ability of this Court as referee to
25 consider what I'm going to refer to as

1 uncharged matters, matters not contained
2 in the petition, is extremely limited.
3 And our position is the Court cannot.

4 This petition for dissolving under
5 Rule 3-5.2 challenges the suspension
6 document, and it is that document to which
7 --

8 THE COURT: I'm sorry. You muted out
9 for a second. It challenges the
10 suspension document and I didn't hear what
11 else you said.

12 MR. KUEHNE: And that document alone,
13 the suspension is based only on the
14 submission the Bar made to the Florida
15 Supreme Court and no other information.

16 The two supplements that have more
17 recently been filed by the Bar, which I
18 think is the subject of the Court's
19 inquiry --

20 THE COURT: Correct.

21 MR. KUEHNE: -- deal with items that
22 have nowhere found their place in the
23 petition itself. Nowhere presented to the
24 Florida Supreme Court and do not
25 constitute any basis whatsoever for the

1 the emergency suspension and cannot be
2 considered by this Court as referee in
3 the motion to dissolve.

4 I would note parenthetically, Your
5 Honor, it's not before the Court, there
6 may be a very different issue on a merits
7 proceeding for discipline with what the
8 Court would consider to be other acts,
9 evidence or Williams Rule evidence,
10 something familiar to Judges in the
11 criminal division. And there is probably
12 going to be an opportunity for litigation
13 at that time.

14 But for now the Court is bound by and
15 guided by the petition itself and the
16 motion for dissolution.

17 THE COURT: I think in the petition,
18 as I'm looking at it now, I think you do
19 mention Aguirre, don't you, on page three?
20 Let me look.

21 MR. WOMACK: Yes, Your Honor.

22 MR. KUEHNE: Yes, Your Honor.

23 Aguirre is mentioned in the petition.

24 THE COURT: I'm asking you, since
25 there's voluminous exhibits, Exhibit S,

1 off the top of my head, is that the
2 Aguirre deposition? Is that the Aguirre
3 depo?

4 MR. WOMACK: Yes.

5 THE COURT: So the Bar's argument is
6 no prejudice. You've known about it. I
7 get it. It's a precise question, which we
8 will come back to and I'll have to look at
9 authority as to whether or not something
10 limits the arguments which we're going to
11 hear, specifically to just the petition
12 itself for emergency suspension.

13 Thank you. So we'll flag that issue.
14 Thank you, Mr. Kuehne, for your
15 presentation. Mr. Womack.

16 MR. WOMACK: Yes, Your Honor. At
17 issue in this matter to note is a truly
18 monumental pattern of unethical conduct
19 that stems to courts across the state.

20 Now to be clear, I use the word
21 "pattern" here not because that's what I
22 believe, which I do. But I use it here
23 because that is what courts have
24 repeatedly found. They're repeatedly
25 found that there is, in fact, a pattern.

1 We'll get into some of that momentarily.

2 In reaching these decisions, these
3 courts commonly characterize the pattern
4 of conduct as willful, deliberate,
5 contumacious and the overwhelming weight
6 of these sanctions and court findings in
7 this case eliminates any possibility that
8 the conduct described in the petition is
9 some consequence of accidents or
10 negligence. You see words like intent and
11 design, instead of mistake, for example.

12 As Your Honor is aware, the Florida
13 Bar's case relies on the underlying court
14 records, as of yesterday, 23 separate
15 cases involving several hundred pages of
16 exhibits. And it's my intent today
17 voluntarily to give something of a guided
18 tour through these documents and draw the
19 Court's attention to several common scenes
20 that arise across these various underlying
21 cases.

22 Now, as we'll see, the facts of this
23 extensive matter clearly and unerringly
24 indicate the sustained effort on the part
25 of respondent and his firm to abuse the

1 judiciary for pecuniary gain under the
2 color of the insurance fee shifting
3 statute, Florida Statute, Section 627.42A.

4 Time and again you're going to see
5 respondent and his firm sanctioned for
6 abandoning their ethical obligation in
7 order to prolong and compound costly and
8 long-running litigation.

9 These sanctions will lay bare a
10 pattern of brinksmanship, in which the
11 respondent and his firm pushed their
12 client cases towards trial without any
13 concern for the procedural rules, the
14 discovery obligations or even court
15 orders.

16 Now, this conduct, to be clear, is
17 still ongoing in Florida courts. It is
18 being heard presently. It is pending
19 right now. And even so, the respondent is
20 asking you to dissolve the June 9th
21 suspension order so that he can resume his
22 practice.

23 Now, the motion, if you look through
24 it, it rests on threadbare and often
25 inapplicable legal argument I'll come to

1 momentarily. And he offers really very
2 little evidence against the voluminous and
3 well-articulated findings made in the
4 underlying courts, which I'm about to
5 discuss.

6 Now, as we will see the motion
7 entirely, like the Court is required to do
8 with regard to the suspension orders --
9 which by the way, the Supreme Court has
10 already entered.

11 And on that note, I'd like to go into
12 the more lengthy discussion of the
13 standards, Your Honor.

14 Now, the standard for this motion is,
15 of course, set out in Rule 3-5.2(i). And
16 it sets out very limited circumstances in
17 which to reconsider the suspension order.

18 What respondent is asking you to do
19 is engage in de novo review of the Supreme
20 Court's decision. They're saying, "Look
21 at the Supreme Court's decision. They
22 found -- you know, we want to challenge
23 their position based on the recency of the
24 harm, of the degree of harm or the size of
25 our firm. None of that is relevant to the

1 instant standard.

2 According to the rule, and I'm
3 quoting from the rule right here. The
4 referee will recommend dissolution or
5 amendment, whichever is appropriate to the
6 extent that the Bar counsel cannot
7 demonstrate a likelihood of prevailing on
8 the merits on any element of the
9 underlying rule violation.

10 This exercise is a matching of the
11 evidence to the rule violation and a
12 weighing of that likelihood of success.

13 It is not some far-flung statistical
14 game where we say, "Oh, well, you only
15 have 50 Kozel dismissals over the span of
16 2,000 cases. You're doing a great job."
17 That's not relevant to this discussion.

18 The rule, quite simply, does not
19 permit a wholesale reconsideration of the
20 Supreme Court's decision. Again, Your
21 Honor, that is a decision that has been
22 made by the Supreme Court.

23 If we go back to Rule 3-5.2(a)(1),
24 which is the basis on which the suspension
25 was granted, the suspension is appropriate

1 for a petition that is supported by one or
2 more affidavits demonstrating that it's
3 personally known to the affiant. It's
4 unrebutted that it establishes clearly and
5 convincingly that a lawyer appears to be
6 causing great public harm. That has been
7 decided. The connection of the conduct to
8 the harm, the recency and the risk of
9 ongoing, present harm to the public, that
10 has been decided.

11 Rule 3-5.2(i) does not give a referee
12 authority or the means to undecide those
13 issues.

14 Now, that said, we intend to show any
15 way that this pattern of conduct is
16 sufficiently ongoing. It is present, and
17 we'll get to that momentarily.

18 For now I want to discuss the 2005
19 Supreme Court case of Florida Bar versus
20 Guerra, which was mentioned in the
21 submissions of both parties and relied
22 upon by the respondent.

23 In this case, in the Guerra case, you
24 had an attorney who was caught essentially
25 playing with trust fund money in

1 Ponzi-like scheme. He ceased that conduct
2 when he was made aware of the Florida
3 Bar's investigation. Now, I'm taking the
4 facts of the decision at face value, but
5 it says that he ceased the conduct when he
6 found out about the investigation, not
7 when the petition was entered.

8 Here this case is the product of four
9 definite Bar files, earliest of which was
10 opened in 2018 and respondent has been on
11 notice of that ever since. The most
12 recent case -- sorry. The most recent
13 file was opened early this year, I believe
14 in February or March, and respondent had
15 notice of it then. And as we will see,
16 the conduct was ongoing well past that
17 point. There was no cessation of it at
18 all. And as we'll see, there has been no
19 cessation of it to present.

20 Now, if I could read what I believe
21 is the most relevant portion of the Guerra
22 decision. It comes at pages 706, 707.
23 The Supreme Court said, "In these
24 proceedings Guerra admits that he violated
25 trust account rules, but argued that the

1 emergency suspension should be dissolved
2 because it is no longer engaged in this
3 misconduct." This is simply not a valid
4 base for dissolution of the emergency
5 suspension. If it were, then the purpose
6 of the emergency suspension would be
7 entirely defeated.

8 So there you have it, Your Honor, in
9 black and white. The Supreme Court has
10 expressly rejected this argument that the
11 wrongful conduct that forms the base of a
12 suspension somehow needs to be ongoing.
13 It does not.

14 Now, I want to take this opportunity
15 to talk about the fact of Guerra a little
16 bit more because that itself, the facts
17 make an even more compelling case for
18 leaving the suspension undisturbed here.

19 Now, in Guerra, again, we know that
20 the wrongful conduct stopped when the
21 respondent learned of the Bar
22 investigation. The respondent hired
23 outside help, in that case an accountant,
24 to help bring his trust accounts into
25 compliance, and importantly, he apparently

1 repaid all his clients. He restored those
2 trust funds.

3 Based on those facts, the suspension
4 should remain in place here. As we say,
5 the conduct is ongoing. Here it is live
6 in courts across the state.

7 Now, whether the respondent retains
8 outside help with ethical issue is
9 irrelevant here for the same reason it was
10 irrelevant in Guerra.

11 In any case, to the extent the
12 respondent -- his firm has obtained
13 outside help, I'm not sure how effective
14 that help, is seeing as how, as mentioned
15 before, this is a continuing pattern of
16 conduct.

17 And furthermore, the harm alleged in
18 the petition and in the other written
19 submissions is incompressible by its
20 nature.

21 We have clients who have forever lost
22 their case through a Kozel dismissal. We
23 have the time and effort of the judiciary,
24 which cannot be restored. We have
25 tremendous defense costs borne by the

1 insured's efforts, by their counsel, and
2 certainly that has not been repaid and
3 generally speaking cannot be repaid.

4 Now, I would like to dive a little
5 bit into Rule 4-5.1, which is an important
6 aspect of this whole case.

7 One of respondent's central arguments
8 is that he is not responsible for this
9 pattern of misconduct because he lacks
10 sufficiently direct personal involvement
11 in his firm's cases.

12 You'll hear words thrown around in
13 this case like active counsel or file
14 responsibility. In terms of the Florida
15 Bar rules, those words are fiction. The
16 rules say what they say. They don't say
17 "Oh, well, on the work chart, he was too
18 far from this associate, so we can't have
19 that." It doesn't acknowledge these sorts
20 of administrative distinctions that the
21 respondent is trying to paint here.

22 The respondent is arguing that, even
23 though he's the sole named partner of his
24 firm and even though that firm trades on
25 his name every single day, the blame for

1 this litany of sanctions orders lies with
2 its subordinate.

3 With all due respect to respondent's
4 counsel, I simply don't know how you
5 reconcile that position with the
6 overwhelming and uncontroverted facts of
7 this case.

8 To dig a little more deeply into the
9 actual requirements of the rule, Rule
10 4-5.1 controls the responsibilities of
11 partners, managers and supervisory
12 attorney. It offers four avenues of
13 accountability for a partner supervising
14 attorney, which are described in parts A,
15 B and C1 and C2.

16 The first two of these rules, Parts A
17 and B are very similar. 4-5.1(a) applies
18 to partners and imposes a nondelegable
19 duty to -- and I'm quoting, "make
20 reasonable efforts to ensure the firm has
21 in effect measures giving reasonable
22 assurance that all lawyers therein conform
23 to the rules of professional conduct."

24 Rule 4-5.1(b) is similar. It
25 requires supervisory attorneys to make

1 reasonable efforts to ensure that the
2 other subordinate lawyers conform to the
3 rules of professional conduct.

4 To be clear, A and B do not make the
5 partner responsible for the rule
6 violations of another attorney. That is
7 the purview of part C.

8 Rather A and B impose independent
9 obligations on such attorneys requiring
10 that, quote, unquote, "reasonable efforts
11 be made to keep their organization
12 ethically compliant."

13 Of course, I submit that these
14 obligations were breached in this case as
15 evidenced by this tremendous pattern of
16 conduct.

17 Now, part C makes an attorney
18 responsible for the specific rule
19 violations of another attorney and
20 carries, as you would suspect, more
21 specific requirements.

22 Under part C1, that responsibility
23 attaches if the lawyer orders the specific
24 conduct or with knowledge thereof ratifies
25 the conduct involved.

1 Alternatively, under C2, that same
2 responsibility attaches where the lawyer
3 is a partner or has comparable managerial
4 authority and knows of the conduct at a
5 time when its consequences can be avoided
6 or mitigated, but fails to take remedial
7 action.

8 In this case, we have orders stemming
9 from just a couple of weeks go, all the
10 way back to, I believe, March 2016. And
11 again, we're talking almost two dozen
12 orders, which contain some of the most
13 egregious findings of fact that you will
14 find in a sanctions case almost anywhere.

15 Now, so at each turn in this pattern
16 is an order. There's an opportunity for
17 Mr. Strems to step down with his
18 subordinates. This isn't working.
19 Something needs to change. Let's break it
20 down and bring that change into reality.
21 That does not happen at any point.

22 You have respondent instead
23 continuously sending the same attorneys
24 back out into the courthouse and they
25 continue to commit the exact same kind of

1 violations over and over again.

2 Now, that, in my mind, is sufficient
3 to bring us into part C territory, both C1
4 and C2.

5 In any case, I would submit to you
6 that these four avenues of accountability
7 all apply to this conduct. The scope and
8 egregiousness of this conduct make it
9 clear that the respondent violated his
10 obligations under Rule 4-5.1 (a) and (b).

11 And the overwhelming evidence on the
12 record shows that respondent clearly knew
13 of the alleged misconduct, and was, in
14 fact, a frequent and essential participant
15 in that conduct.

16 Now, with those issues -- well,
17 actually, let me refer to an argument that
18 my opponent just made. You will hear, I
19 expect today, through the course of this
20 litigation, a lot of discussion about the
21 size of the respondent's practice and the
22 number of clients and files and employees
23 that the firm has.

24 According to the plain language of
25 the rules of professional conduct, that

1 gets him nowhere. There is no additional
2 consideration we give to midsize law
3 firms, no matter how well or poorly
4 managed. There's no acceptable quotas of
5 Kozel dismissals that a firm can rack up
6 before they're finally hauled in front of,
7 well, a referee. That is complete
8 fishing.

9 And frankly, I think telling of the
10 respondent's entire mindset and approach
11 to litigation -- can't make an omelet
12 without breaking a few eggs, I guess.

13 I understand that the Strem's Law is
14 Firm is rather a large machine and
15 sometimes, you know, a client falls into
16 the gears and they're asking you to accept
17 that.

18 My duty and my belief, as Bar
19 counsel, is that that is not acceptable.
20 There is not an acceptable level of
21 dismissal and sanctions that you can rack
22 up before running afoul of the rules of
23 professional conduct.

24 With that in mind, I would like to
25 briefly walk through a chronology of the

1 cases and touch upon some of these
2 familiar themes that we will see time and
3 time again.

4 If we go back to -- and now might be
5 a good time to ask? May I present
6 documents?

7 Do I have that permission in Zoom?

8 THE COURT: To show me a document or
9 to enter a document into evidence? What
10 is the question --

11 MR. WOMACK: To show a document.

12 THE COURT: You can show it to me.
13 We've made a catalog here, myself and my
14 assistant, of the documents. So if you
15 want to make reference to Exhibit S,
16 Natasha is sitting in here with me and
17 we'll endeavor to do that. There's no
18 problem.

19 MR. WOMACK: I'll try references for
20 now.

21 Our first case is, of course, Laurent
22 versus Federated Insurance Company. The
23 order in which it is Exhibit A to the
24 petition.

25 THE COURT: We're going to follow

1 along with you. I would like to be able
2 to follow along with you. If you want me
3 involved in something, I'm highlighting
4 and taking contemporaneous notes. I'm
5 going to follow along with you. Hold on
6 for a moment, please.

7 MR. WOMACK: Of course.

8 THE COURT: I have it now. Go on.

9 MR. WOMACK: In this case, you have
10 Scot Strems. If you check the docket,
11 he's the counsel of record listed. He
12 signed the complaint. He signed the civil
13 cover sheet in this action.

14 This case establishes, we'll see in
15 the later orders, all the familiar
16 hallmarks that Strems Law Firm practices.
17 The failure to comply with discovery
18 rules, procedural rules, the failure to
19 comply with court orders. More
20 specifically Judge Krier detailed a series
21 of instances in which the respondent and
22 his firm failed to timely respond to
23 discovery, and repeatedly failed to
24 respond to discovery orders. This is
25 described, if I'm not mistaken, in

1 paragraphs two through ten of that Exhibit
2 A.

3 Now in that regard, this is fairly
4 typical and fairly mild for Strems Law
5 Firm sanctions, even though it did resolve
6 in the dismissal of this action.

7 Now, in that way, this case gives us
8 an example of an instance where respondent
9 is directly and personally involved,
10 extensively so. And this case serves the
11 sort of mold for all of the future
12 misconducts that we will see.

13 So moving from Laurent in March 2016
14 to the Scot cases, which occurred sometime
15 later in 2016 -- it kind of came to a
16 ahead around October, if I'm not mistaken.

17 Now, here we are introduced to a
18 familiar trope in these cases, which is
19 the mystery of the deceased client.

20 In each of these Scott cases, Strems
21 Law Firm was sanctioned for its failure to
22 advise the Court of his client's death
23 months earlier.

24 As we'll see going forward, it's a
25 common theme for Strems Law Firm attorneys

1 to fail to disclose critical facts,
2 absolutely critical facts, of their case
3 until that failure is brought to the
4 Court's attention, usually on a motion
5 from defense.

6 And I also want to draw your
7 attention in this case to the fact that
8 once it was found out that the Strems Law
9 Firm failed to apprise the Court of their
10 client's death, they didn't try to
11 withdraw, they didn't try to substitute in
12 the estate. They tried to dismiss the
13 action. They filed a notice of dismissal.
14 And the Court took a look at that and they
15 acknowledge the notice of dismissal for
16 what it was, an escape hatch, essentially
17 to get the Strems Law Firm off the hook
18 for the likely sanctions that was coming
19 their way. In those cases and for that
20 reason it set aside the notice of
21 voluntarily dismissal.

22 So that brings me to the Robinson
23 case in April of 2017. In that case, Mr.
24 Strems again is counsel of record on the
25 docket. He signed the complaint. He

1 signed the civil cover sheet. This is
2 one of two Robinson cases. We'll come to
3 the other one later.

4 In this case, the Court discovered
5 that the plaintiff had telephonic
6 conversation with All Insurance
7 Restoration Services, Incorporated, which
8 I'll call AIRS from here on out, prior to
9 the alleged date of loss. After
10 comprehensive discovery, it was discovered
11 that the plaintiff had been in contact
12 with AIRS even before the loss was
13 reported. The defense moved to dismiss
14 that case based upon this apparent fraud
15 on the Court.

16 Now, the respondent has more recently
17 submitted a hearing transcript in which
18 the Judge declined to --

19 THE COURT: Is that the February
20 Manno-Schurr transcript?

21 MR. WOMACK: I believe so, yes.

22 THE COURT: I read that one. Go on.

23 MR. WOMACK: Now, they not only
24 avoided sanctions in that case, but as we
25 will see later on in the companion case to

1 this Robinson case, the sanctions are
2 upheld. They're done, and for the same
3 reasons at issue here.

4 I bring this up because even though
5 there was an apparent, I really hesitate
6 to say, acquittal here. But there was
7 insufficient basis, the Judge felt, to
8 impose a sanction. There's still a very
9 rich record of the conduct alleged, of the
10 infractions alleged.

11 And so to that end, I think that,
12 Your Honor, you are well in bounds to
13 consider that evidence. There is no rule
14 that you need a finding of fact or a
15 specific kind of order or sanctions order
16 to find unethical conduct. These records
17 in all of these cases are rich with
18 detail, and you have more than sufficient
19 basis to find an ethical violation, even
20 in the absence of, say, an order that has
21 been affirmed on appeal or whatever.

22 So with that in mind, I would like to
23 move on to Santos versus Florida Family
24 Insurance. That's E in the petition.

25 THE COURT: Hold on one second.

1 Mr. Womack. Go on. Santos, you were
2 saying?

3 MR. WOMACK: Right. Santos versus
4 Florida Family Insurance. It heeded up
5 around April of 2017.

6 Now, in this case, this involved
7 quite a few Strems attorneys, but the
8 respondent personally signed the civil
9 cover sheet and the complaint.

10 Now, this is another case that's
11 pretty typical of the pattern of the
12 Strems Law Firm's refusal to engage in the
13 discovery process. Importantly, Judge
14 Weiss observed a prior sanction of nearly
15 \$15,000 had not deterred the firm from
16 engaging in the same conduct for which it
17 was sanctioned in this order, in Exhibit
18 E.

19 And we'll see that pattern continue
20 into Casiano versus Federated National.
21 That's case F. Again, we're in the Spring
22 of 2017 here.

23 This is a case where Scot Strems
24 signed the complaint, signed the civil
25 cover sheet. Now, this is, again, a case

1 involving repeat failure to provide
2 discovery.

3 Notable here is that the Court didn't
4 enter a sanction of dismissal, but instead
5 struck several witnesses and exhibits.
6 And Strems Law Firm's reaction was to not
7 face the music, but dismiss the case. We
8 will see that Strems Law Firm makes kind
9 of a habit of dismissing a client's case
10 when they can no longer litigate on their
11 own terms.

12 Coming now to Rodriguez versus Avatar
13 in July 2017, Scot Strems, again, signed
14 the complaint, signed the civil cover
15 sheet.

16 Here Judge Rice, who is a colleague,
17 of course, of Judges Barbas and Holder and
18 no doubt a party to some of the
19 conversations that Judge Barbas alludes to
20 in his affidavit. She found, and I'm
21 quoting here from Exhibit G, beginning, I
22 believe, in paragraph 21.

23 THE COURT: Hold on. All right. I'm
24 with you.

25 THE WITNESS: She found an incredible

1 pattern of delay by plaintiffs and his
2 attorneys from the very inception of the
3 lawsuit. So from the moment -- in other
4 words, from the moment that Scot Strems
5 filed that complaint.

6 And she further -- I believe this is
7 in paragraph 23B -- further found that the
8 conduct displayed in this case appears to
9 be part of a disturbing pattern of conduct
10 by the Strems Law Firm.

11 So by this point, in July of 2017, it
12 is apparent that this is a pattern; that
13 this is something ongoing and repetitive
14 in nature. And moreover, that it's being
15 perpetrated not by some rogue associate.
16 Not by Greg Saldamando or Jonathan Drake,
17 but by the firm, by the Strems Law Firm.

18 That moves us into Reese versus
19 Citizens, which the order for that is
20 Exhibit H to the petition. That was
21 entered, I believe, July 2017, and you
22 have Scot Strems' name right there on the
23 civil cover sheet. And I believe, if I'm
24 not mistaken, that he's copied on the
25 orders and the pleadings.

1 Again, we have a Kozel dismissal
2 routed in Strems Law Firm's failure to
3 provide, quote, and I quote from page nine
4 of this Exhibit H, "The most basic
5 discovery."

6 Judge Rebull describes, quote,
7 "willful, deliberate and contumacious
8 violations of three separate court orders
9 in the span of a month."

10 Notably, at least one of these
11 violations -- he mentions this on page
12 two. At least one of these violations
13 occurred after Judge Rebull specifically
14 admonished Strems Law Firm counsel that
15 further violation could result in
16 dismissal, which is exactly what happened.

17 Now I draw attention to this part
18 because I believe it speaks to issues of
19 knowledge and intent.

20 Here Judge Rebull identifies
21 recurring rule violations, and
22 specifically admonished Strems Law Firm
23 attorneys against that course of conduct
24 and they still persisted.

25 Now, I don't think that those facts

1 point to some simple negligence or an
2 attorney who's in over his head. Judge
3 Rebull certainly didn't seem to think so.

4 He further notes that Strems Law
5 Firm's conduct is, quoting on page three,
6 "No aberration, as plaintiff's counsel has
7 been previously sanctioned on numerous
8 occasions for similar conduct."

9 If it's no aberration, Your Honor,
10 then it must necessarily be normal, usual
11 or expected. And I think, as we go
12 forward, we'll see precisely this conduct,
13 normal, usual and expected in Strems Law
14 Firm cases.

15 Coming now to Rivera versus Security
16 First, that's Exhibit I(1), I believe.

17 THE COURT: I have it.

18 MR. WOMACK: I believe that's a
19 hearing transcript.

20 THE COURT: It's an order.

21 MR. WOMACK: Yes.

22 Judge Barbas makes a number of even
23 more egregious findings that echo Judge
24 Rebull's findings in the previous case.

25 If you look on paragraph 45, 46 of

1 that order, you'll see Judge Barbas uses
2 the same language as Judge Rebull that
3 Strems Law Firm failed to provide quote,
4 "The most basic discovery," unquote.

5 Now, furthermore, in that passage,
6 Judge Barbas describes Strems Law Firm's
7 actions as deliberate and contumacious and
8 designed to prevent the orderly movement
9 of this litigation. "Designed" in this
10 context powerfully implies that these
11 violations are not just undertaken
12 willingly, which they are, but they're
13 also intended to achieve a specific
14 purpose. In this case, to prevent the
15 orderly movement of the litigation.

16 Judge Barbas found, not only were
17 they committed with that purpose in mind,
18 but they, in fact, achieved that purpose
19 as to the basis for the sanctions order.

20 I would direct Your Honor to
21 paragraphs 59 and 60 in this same exhibit.

22 Now, there can't be any real dispute
23 here that Judge Barbas held the respondent
24 personally responsible for the conduct
25 described in the order. He refers to the

1 entire firm, the Scot Strems, P.A., to the
2 Florida Bar. And I would submit to you,
3 Your Honor, that clearly indicates that he
4 believes these issues were systemic in
5 nature and not limited to the conduct of
6 the attorneys who had physically appeared
7 before him. In other words, not limited
8 to active counsel or attorneys with final
9 responsibility.

10 And if you look at page 60, that
11 bears out to an even more direct degree.

12 In the following paragraph, paragraph
13 60, Judge Barbas specifically orders
14 respondent personally to appear in front
15 of that Court. Judge Barbas clearly
16 thought the respondent, in fact,
17 accountable for this egregious misconduct
18 in this order.

19 Moving now to Perez versus Homeowners
20 Choice, Exhibit J to the petition. I
21 believe this occurred around
22 September 2017.

23 And in this case, again, you have Mr.
24 Strems signing the civil cover sheet,
25 which, of course, is necessary to commence

1 this action.

2 This matter was decided by Judge
3 Holder, who we will hear from later. I
4 won't go into too much detail, but among
5 other things, this matter concerns Strems
6 Law Firm's repeated failure to produce its
7 client at an examination under oath, as
8 required by the subject insurance policy
9 of this case. You can find that on page
10 15 of Exhibit J.

11 In fact, I would like to read from
12 that directly. One moment. I'm looking
13 at, Your Honor, page 15 of the transcript,
14 of the hearing transcript. And I'm going
15 to lines 4 and 5, and then I'll pick up a
16 little after that as well. Bear with me.

17 Judge Holder says on line four,
18 "Generally, I can gain some degree of
19 compliance by just saying, 'Don't do this
20 again.' That hasn't worked here for
21 whatever reason. Okay." He's talking to
22 Jonathan Drake here.

23 Jonathan Drake, I think we'll hear
24 later, is essentially the firm's de facto
25 practice leader in the Tampa area.

1 Judge Holder goes on, "You seem like
2 a very, very nice young man, Mr. Drake,
3 but your firm has engaged in this tactic
4 on a repeated basis. Whether it's
5 incompetent, misfeasance, malfeasance,
6 nonfeasance or just a lack of ethics, we
7 will make the determination. But indeed,
8 it must stop."

9 So you have Judge Holder bringing
10 this entire pattern of conduct to the
11 awareness of Jonathan Drake and telling
12 him it must stop.

13 Jonathan Drake, being, of course, the
14 closest that Judge Holder can get his
15 hands on in the Tampa area as it pertains
16 to Strems Law Firm's leadership structure.

17 Now, it's difficult for me, as a
18 litigator, to imagine a more direct
19 admonishment than what Judge Holder just
20 delivered here.

21 Nonetheless, this pattern of
22 misconduct has continued for years.
23 Because again, we're just in September
24 2017 and we have several cases to go.

25 Coming now to Morales versus

1 Federated National Insurance Company,
2 which is case K unfolding -- I should say
3 perhaps concluding sometime in October of
4 2017.

5 Now, in this case, insured's counsel
6 -- excuse me. I'm on the wrong page.

7 This is a fairly short order and
8 fairly typical of Strems cases.

9 Judge Dempsey found a pattern of
10 conduct that followed the form with the
11 rest of the conduct discussed in the
12 petition.

13 She discussed on ongoing failure to
14 provide written discovery responses, as
15 well as court-ordered violations. She
16 found a pattern -- I'm quoting from
17 Exhibit K, paragraph eight.

18 "A pattern of willful, contemptuous
19 and contumacious disregard of a lawful
20 court order."

21 Moving to what I would submit is one
22 of the more powerful cases mentioned in
23 the petition, Collazo versus Avatar. Now,
24 I would like to discuss briefly the motion
25 brought in this case that's Exhibit L1.

1 It's defense counsel's motion to -- let me
2 read the title onto the record. Amended
3 motion to dismiss with prejudice based on
4 pattern of misconduct.

5 Now, this is a specific pattern
6 involving Strems Law Firm -- Contender
7 Claims Consultants, which I'll refer to as
8 Contender here on out, and again, AIRS.
9 And they're alleged to be -- if you read
10 paragraph four. Alleged to be involved in
11 the literally thousands of claims
12 together, more likely tens of thousands of
13 claims.

14 Defense counsel goes on. Essentially
15 every single issue -- has never
16 encountered, not one, a single case, where
17 AIRS or Contender was involved, but Strems
18 is not.

19 And unsurprisingly, we find in this
20 case, if you look at paragraphs eight and
21 nine, defense counsel is talking about a
22 process by which Strems Law Firm's client,
23 with the assistance of Contender and/or
24 AIRS delays in reporting the loss until
25 after the repairs have been performed,

1 until after the evidence of that work has
2 been disposed and without taking any
3 photographs or video evidence of the
4 alleged damage or repair.

5 Now, defense counsel further alleges
6 that this exact scenario happens in every
7 single claim involving Strems, AIRS and
8 Contender.

9 I think that those issues are perhaps
10 a little too granular for the hearing
11 today. But as you read through the
12 materials we have submitted, you will see
13 time and again that exact pattern of
14 conduct; the repairs are already done.
15 The claim was delayed in being reported.
16 There's no or little evidence of the
17 actual repairs or actual damage.

18 Now, defense counsel goes on to
19 describe a dizzying array of discovery
20 violations and court-ordered violations
21 and deadlines, which is far too voluminous
22 to go into here.

23 But based on that order, based on the
24 allegations in that order, Judge Huey
25 granted the motion explicitly finding that

1 all of the Kozel factors were met. You
2 can find that in Exhibit L2, paragraph
3 three.

4 Importantly, Your Honor, this
5 decision went the distance. Defense
6 counsel's motion here carries today
7 because Judge Huey's order was reasonably
8 affirmed by the second DCA in March of
9 this year.

10 Moving now to Frazer versus Avatar
11 Casualty Company, the order which came
12 down in March of 2018. Scot Strems in
13 this case signed the complaint, a civil
14 cover sheet, and he's copied on the order
15 of dismissal, Exhibit M.

16 So this is approximately three, maybe
17 four months after Collazo. And now as if
18 echoing the concerns in Collazo, Judge
19 Rodriguez in the 17th Judicial Circuit
20 granted a Kozel dismissal where he remarks
21 that, again, Strems, Contender, AIRS,
22 quote, "have a multitude of claims
23 together" and that they, quote, "routinely
24 failed to appear for scheduled
25 examinations under oath, as well as

1 depositions." That is Exhibit M to
2 paragraph seven.

3 Judge Rodriguez goes on to make
4 voluminous findings against Strems Law
5 Firm, which include Gregory Saldamando's
6 repeated interference with witness
7 testimony, his own client's testimony.
8 You can find that on paragraph 56 of
9 Exhibit A.

10 Judge Rodriguez goes on to note that
11 this conduct, quote, "appears attorney
12 driven," which removes any doubt, Your
13 Honor, as to who is to blame. You'll find
14 that language in paragraph 66.

15 Moving on now to Ramirez versus
16 Heritage. That's Exhibit N in the
17 petition. Order came down August of 2018.

18 In this case Scot Strems signed the
19 complaint, signed the civil cover sheet.

20 So we have here another decision from
21 Judge Barbas and we are confronted with
22 yet another familiar and lengthy account
23 of Strems Law Firm's abject failure to
24 satisfy its discovery obligations and its
25 repeat violations of court orders.

1 I would like to read briefly from
2 that exhibit. I'm looking, Your Honor, at
3 Exhibit N of page 14. Bear with me while
4 I get there.

5 If you look at the first full
6 paragraph, Your Honor, about two-thirds of
7 the way down, there's a citation, and then
8 here plaintiffs and their counsel.

9 THE COURT: I'm with you.

10 MR. WOMACK: Judge Barbas says, "Here
11 plaintiffs and their counsel have engaged
12 in the same behavior and have
13 demonstrated" a, quote, "deliberate and
14 contumacious disregard for this Court's
15 authority in bad faith and willful
16 disregard and gross indifference to the
17 applicable rules of civil procedure by
18 failing to comply with this Court's order
19 on at least four occasions and spoliating
20 evidence." And based on that reasoning,
21 he dismissed the case.

22 Moving to Rodriguez versus American
23 Security. This order came down November
24 2018. I'm looking at Exhibit O.

25 Scot Strems signed the complaint,

1 signed the civil cover sheet. Now, this
2 is a case that is, again, rooted in, of
3 course, overwhelming discovery violations,
4 but it has an additional major feature,
5 which we will see again.

6 Respondent's client, in live
7 testimony in front of the Court, in front
8 of the Judge, claimed that she never hired
9 Strems law firm or commenced the suit.

10 In paragraph four Judge Raiden
11 describes the plaintiff's live testimony.
12 And I would like to point to some of that
13 now, so I'm looking at Exhibit O,
14 paragraph four, which is on page three.

15 THE COURT: Got it.

16 MR. WOMACK: Okay. Let's pick a good
17 jumping off point. I'm looking at maybe
18 four lines down, according to her, being
19 Mrs. Brenda Rodriguez.

20 She was approached by a company known
21 Claims Consultants, Incorporated, which
22 offered to inspect her roof for damage.
23 The company representative told Ms.
24 Rodriguez that they were offering a
25 special promotion. She agreed to let them

1 do so and, in fact, made a request that
2 they also inspect a second property she
3 had.

4 They claimed to have discovered
5 damage and offered to repair it for her.
6 Rather than pay them directly, Mrs.
7 Rodriguez said only to provide them with a
8 declarations page or a homeowner's policy.

9 She agreed, although she added that
10 the repairs had never been done. She
11 denied ever personally filing a claim with
12 the defendant, authorizing anyone to do so
13 or authorizing anyone to file suit on her
14 behalf. Again, this is live testimony
15 that the Judge is discussing.

16 More disturbing, Mrs. Rodriguez also
17 produced a copy of a purported contract of
18 services between herself and the Strems
19 Law Firm and testified that her signature
20 had been forged on this document.

21 As alarming as this testimony is,
22 Your Honor, it's hardly the only time that
23 we're going to see respondent's purported
24 clients denying ever retaining the firm or
25 otherwise being completely clueless that

1 they retained Strems Law Firm to file suit
2 with Strems Law Firm.

3 So moving now to Vera versus American
4 Security Insurance. That's case P.

5 THE COURT: Hold on for a minute. P,
6 counsel?

7 MR. WOMACK: Yes. Vera, V-E-R-A
8 versus American Security.

9 THE COURT: We're with you.

10 MR. WOMACK. It's a transcript of a
11 hearing in front of Judge Battles --

12 THE COURT: Okay.

13 MR. WOMACK: -- in the 13th Judicial
14 Circuit. Again, another 13th case.

15 Now, I'm going to get to the
16 transcript in a minute, but to set the
17 background, Strems Law Firm defied an
18 agreed order to permit the inspection of
19 their client's property pursuant to the
20 mutually agreed appraisal process.

21 In the course of that dispute, the
22 Court happened to find another classic
23 Strems trope that we saw earlier of the
24 deceased client, and uncertainty
25 surrounding that. Now, Judge Battles has

1 a lot to say about this case in the
2 hearing transcript. I'll get to that now.

3 I'm on page three of the transcript,
4 which is P1. And I'm going to look at
5 line, let's say 18.

6 "Counsel's motion to date points out
7 a pattern of violation of this Court's
8 orders that is best described in their
9 motion and through a litany of past
10 orders. It's not an isolated incident. A
11 long time ago in this very hearing room on
12 numerous occasions Mr. Drake, of the
13 Strems Law Firm, has been ordered and
14 required to file the notice of related
15 cases," which features prominently, Your
16 Honor, in the party's written submissions.

17 Judge Battles goes on, "That was not
18 done in this case until after 9:00 p.m.
19 last night or hearing today at 2:00 p.m."

20 Moving down a little bit we get to
21 line 23 on page 4. I'm sorry, excuse me.
22 Line 10 on page 5.

23 Judge Battles says, "I want to make
24 one other thing clear. Based on this
25 record of late submissions, violations or

1 close to violations of court orders, the
2 Court in this particular case is going to
3 order, and I want you to get this
4 specifically, that Scot Strems, Esquire,
5 the president of the Strems Law Firm, is
6 to appear before the Court at any further
7 hearings in this matter. And that would
8 be a personal appearance, no telephonic
9 appearance. Let's be clear so there's no
10 misunderstanding. Scot Strems will
11 physically appear in any further hearings
12 on this matter, along with the client or
13 clients."

14 Now, here there cannot be any dispute
15 as to what Judge Battles thought was going
16 on in terms of who is responsible.

17 He knows his own and other Court's
18 extensive efforts to bring the Strems Law
19 Firm into compliance with the Court
20 practice of filing related cases. And
21 furthermore, by ordering respondent's
22 personal attendance at further
23 proceedings, he's clearly putting
24 respondent on notice that he considers
25 him, not Jonathan Drake, him to be

1 accountable for the firm's patterns of
2 rule violations.

3 Now, this case has turns upon turns.
4 Needless to say, the respondent was
5 unwilling to follow and comply with Judge
6 Battle's order, and promptly moved to
7 disqualify him from the case.

8 When Judge Battles denied their
9 motion, they appealed that decision to the
10 Second DCA, an effort which ultimately
11 failed.

12 Your Honor, I think what we're seeing
13 here is the law firm going to great
14 lengths to protect Scot Strems, to keep
15 him out of the scrutiny of a sitting
16 Judge.

17 Now, I'll move on to the Courtin
18 Homeowners Choice and Watson, which I
19 think we can take together. These unfold
20 late 2019 well into 2020. And these are
21 extensively briefed on the party's written
22 submission, so I'm only going to touch on
23 them momentarily.

24 THE COURT: Which exhibit? Are you
25 going to refer me to an exhibit that

1 corresponds.

2 MR. WOMACK: You can go ahead and
3 look at Q1, Q, as in queen.

4 THE COURT: I got it.

5 MR. WOMACK: So in both of these
6 cases Strems Law Firm is faced with
7 summary judgment, summary judgment motion.
8 And one they presumably can't hope to win,
9 because Scot Strems personally signed the
10 affidavits and submits them to the Court.

11 These affidavits offer one-sided
12 cherry-picked accounts of his discussions,
13 his personal discussion, with the
14 insurance company; which to hear him tell
15 it, it's Strems Law Firm failure to comply
16 with certain post-loss condition under the
17 insurance policy. I think that's set out
18 pretty adequately in paragraphs 22 through
19 24 of this motion Q1.

20 Now, of course, the complete exchange
21 between respondent and the insured did not
22 remotely support this decision, which is
23 precisely why this motion was brought.

24 At this point in the case, Judge
25 Echarte, here in Miami, had already

1 entered a summary judgment, but he held a
2 hearing on the sanctions issues, all the
3 same.

4 I'd like to go to Q3, which is the
5 hearing transcript that I referred to and
6 let's go to page 17.

7 THE COURT: Is that when Echarte
8 admonishes the lawyer very firmly? Q
9 what? I read it, but I want to follow up
10 with you.

11 MR. WOMACK: Q3, and I'm on page 17

12 THE COURT: I don't want to delay
13 things. I've read it. Go ahead.

14 MR. WOMACK: Page 17, line 20, Judge
15 Echarte says, "The lack of candor that Mr.
16 Strems in this affidavit -- are you
17 shaking your head at me?" So he's
18 interrupted here by Ms. Giasi.

19 And then he goes on, top of page 18
20 in very unqualified, ungarnished terms.
21 He says, "It's stunning lack of candor.
22 I'm flabbergasted that a lawyer would risk
23 his or her career to make false claims."

24 Ms. Giasi tries to interrupt. Judge
25 Echarte says, "It's false. What else do

1 you want me to say?"

2 Now, again, we have a situation where
3 Judge Echarte deferred ruling on the same
4 sanctions issues because a judgment had
5 already been entered. But again, Your
6 Honor has more record evidence than you
7 need to make a determination as to whether
8 or not this violated the rules of
9 professional conduct.

10 Now, I'm going to move on into the
11 cases discussed in the response. I
12 understand respondent's counsel might have
13 some objection to that.

14 Is that something Your Honor would
15 like to hear now?

16 THE COURT: I will hear it now.

17 MR. WOMACK: Then I'll pass it over
18 to you.

19 You're muted, Mr. Kuehne.

20 THE COURT: Say something, Mr.
21 Kuehne.

22 MR. KUEHNE: Hello, Your Honor.

23 THE COURT: Okay.

24 MR. KUEHNE: Although I'm not certain
25 the Bar's submission was an opening

1 statement. I presume it's a summary of
2 the Bar petition that the Court is
3 certainly allowed to hear. I do believe
4 it's appropriate to move into the
5 evidentiary phase of these proceedings.

6 In that regard, Your Honor, if I
7 could have just one moment to check with
8 my co-counsel regarding the availability
9 of a witness who we had given a general
10 time certain for 11 o'clock. Let me find
11 out about that witness, and it may change
12 our order. If I could just have a moment,
13 Your Honor.

14 THE COURT: Let me just ask you all a
15 question with regard to scheduling.

16 Last week on the telephone both sides
17 had indicated that they thought a half a
18 day was going to be the amount of time
19 that would be required for litigation.

20 Where are we? I'm just trying to
21 gauge when we realistically think that we
22 will conclude litigation on this matter.

23 MR. WOMACK: Your Honor, I think both
24 of the Judges' testimony can be taken in
25 30 to 40 minutes apiece.

1 THE COURT: I'm not in any rush. I'm
2 just trying to get a time frame so I can
3 get coverage for other calendars if I have
4 to.

5 Are we thinking at the conclusion of
6 business today? Is that reasonable?

7 MR. WOMACK: Certainly.

8 THE COURT: Mr. Kuehne, do you agree
9 with that? Is that a reasonable
10 estimation of time? If not, I'll just get
11 somebody to cover what I have tomorrow.
12 I'm not trying to rush anybody.

13 MR. KUEHNE: Yes, Your Honor, that's
14 reasonable. It may be better after this
15 first witness that we will be taking out
16 of turn because of scheduling availability
17 for us to reprise that question. I'll get
18 a better idea on the direct and cross and
19 how long that's going. But we do think
20 that we could have the package done today.
21 The openings were a little bit longer than
22 we anticipated.

23 THE COURT: Okay. I'm going to take
24 a restroom break. I don't know if anybody
25 else wants to do that. Let's take a

1 five-minute comfort break for you to make
2 your phone calls and everybody to get
3 organized. Okay.

4 MR. KUEHNE: Thank you, Your Honor.

5 MR. WOMACK: Thank you, Your Honor.

6 (Thereupon, a recess was taken, after
7 which the proceedings continued as
8 follows:)

9 THE COURT: Everybody, please mute
10 yourselves.

11 Mr. Kuehne.

12 MR. KUEHNE: Thank you, Your Honor.

13 As we start the evidentiary portion
14 of this hearing, I invoke the rule and ask
15 that all witnesses absent themselves from
16 these proceedings or put themselves into a
17 chat room or perhaps the court might
18 direct them to leave a phone number with
19 their respective lawyer to be called when
20 their time is ready?

21 THE COURT: What's going to be the
22 order of witnesses so I know and then we
23 can talk to everybody and give everybody a
24 schedule.

25 MR. KUEHNE: Your Honor, we are

1 calling first -- and we say "out of
2 order," because we had planned
3 differently. Bill Schifino, who is out of
4 town with his family and has asked us to
5 try to set him for this morning.

6 Following that, will be Scot Stremis.
7 He would have been our first witness, the
8 Respondent.

9 We may then call Izzy Reyes. That's
10 to be determined, depending on how we
11 proceed.

12 That is likely to be the evidentiary
13 presentation on the respondent's side.
14 It's possible we will be calling an
15 additional witness from the law firm or
16 any law firm operational areas.

17 Your Honor, both sides have informed
18 each other of the potential witnesses, so
19 there should be no surprise with regard to
20 witnesses today.

21 THE COURT: The rule of sequestration
22 is invoked.

23 And you're going to call Mr. Schifino
24 first? Is that going to be the first
25 witness to testify due to scheduling, you

1 said?

2 MR. KUEHNE: Yes, Your Honor. And
3 co-counsel, Scott Tozian will be handling
4 Mr. Schifino's examination in defense.

5 THE COURT: Logistically, Vincent,
6 can you hear me?

7 THE BAILIFF: Yes, I can, Judge.

8 THE COURT: How would you like me to
9 do this? People are stepping into a
10 hallway.

11 Do you want me to put them into a
12 separate room? Is that how this is
13 usually done, or people can walk away from
14 the screen or I can put them into rooms?

15 THE BAILIFF: I can put them in a
16 breakout room, Judge.

17 THE COURT: Can you do that?

18 THE BAILIFF: I do need the name of
19 those individuals.

20 THE COURT: So Bill Schifino is going
21 to be up first. Mr. Strems, of course, is
22 going to be present throughout the
23 proceedings, and then there's Izzy Reyes.

24 You said there was somebody else.
25 Who did you say the fourth potential

1 person is?

2 MR. KUEHNE: Montoya. Neither of
3 them are on the Zoom at this time, Your
4 Honor.

5 THE COURT: Okay. Mr. Reyes is not
6 on the screen, you said. Montoya has not
7 dialed in yet.

8 MR. KUEHNE: Correct.

9 THE COURT: Then we don't have a
10 problem. We'll start with Mr. Schifino.

11 MR. WOMACK: Your Honor, I'll say
12 this, I saw Judge Rex Barbas on here
13 earlier. I don't know if he's still here.
14 I'm also not aware if Judge Holder is in
15 this Zoom or not.

16 THE BAILIFF: Judge Holder is on.

17 THE COURT: So the two Judges. Thank
18 you, Mr. Womack. We can put them into
19 separate rooms. Now, Vincent is going to
20 need a little bit of information from you
21 to do that.

22 Vinnie, what do you need?

23 THE BAILIFF: I need that they called
24 in, Judge. I'm looking now. You said Rex
25 Barbas.

1 THE COURT: Counsel, who else, Rex
2 Barbas?

3 MR. WOMACK: Judge Holder is the
4 second.

5 THE COURT: Now we have to find them
6 on the screen.

7 THE BAILIFF: Give me one second.

8 Judge Holder might not be in. I did
9 see Judge Barbas' name earlier.

10 THE COURT: Are you able to figure it
11 out?

12 THE BAILIFF: I'm looking now, Judge.
13 There's 300 people on here.

14 THE COURT: All right. let's
15 proceed.

16 MR. KUEHNE: Your Honor, are you
17 going to swear Mr. Schifino?

18 THE COURT: Yes. I need to find my
19 clerk.

20 Kayla, is that you back there?

21 THE CLERK: Yes, Judge.

22 THE COURT: Okay. So the clerk is
23 present as well.

24 Thereupon:

25 WILLIAM SCHIFINO,

1 was called as a witness, and after being first
2 remotely duly sworn by the court clerk, was
3 examined and testified under oath as follows:

4 THE CLERK: State your full name,
5 please.

6 THE WITNESS: William Joseph
7 Schifino, Jr.

8 THE CLERK: Thank you.

9 THE COURT: Thank you.

10 DIRECT EXAMINATION

11 BY MR. TOZIAN:

12 Q. Mr. Schifino, are you employed?

13 A. Yes, sir, I am. I'm employed by the
14 Gunster Law Firm. I'm a shareholder in their
15 Tampa office.

16 Q. What was your admission date to the
17 Florida Bar, sir?

18 A. May 1996.

19 Q. What is the nature of the practice in
20 which you engage?

21 A. Commercial litigation, business tort
22 litigation.

23 Q. Are you a member of any other Bars,
24 Bar memberships?

25 A. No, sir, just the Florida Bar.

1 Q. And could you give us a brief account
2 of your work history since your admission?

3 A. Well, I came out of school in '86.
4 Actually, December of '85. I started with the
5 firm of Tobin Williams. And in 1991 I formed
6 my own firm with a group of other lawyers. We
7 practiced together for 21 years; William
8 Schifino, Mangione and Steady. I managed that
9 firm for the last 15 years. Then we merged
10 our firm with Burr and Forman, and that was in
11 212. And Mr. Tozian, in 218, ten of us joined
12 the Gunster Law Firm in Tampa.

13 Q. Do you hold any board certifications,
14 sir?

15 A. Yes, sir. I'm board certified in
16 business litigation.

17 Q. Have you been recognized for your
18 work by any legal organization or any legal
19 publication?

20 A. I'm ranked in chambers best lawyer,
21 super lawyers. I'm not sure what you're
22 referring to.

23 Q. Have you had any involvement in the
24 local Bar organization here in Hillsborough
25 County?

1 A. Yes, sir. As a young man I was
2 president of the Hillsborough County Bar's
3 Young Lawyer's Division. Joined the board of
4 directors. Ran for the board of directors of
5 the Hillsborough County Bar. I was its
6 president in 2004. And then I started a
7 tenure working -- you know, my involvement
8 with the Florida Bar.

9 Q. And tell me about your involvement
10 with the Florida Bar?

11 A. I joined -- not joined. I ran for
12 the board of governors in 2008. And I was on
13 the board -- until I was -- I was elected
14 president-elect designate in 214 and served as
15 the president of the Florida Bar in the years
16 216, 217.

17 Q. And you were on the board of
18 governors, you said, for how long, sir, nine
19 years?

20 A. Nine years, yes, sir.

21 Q. And during that time, you served on a
22 variety of different committees. That was
23 required of each board member?

24 A. Yes, it is. Numerous committees.
25 Disciplinary Review Committee, Budget

1 Committee, advertising.

2 Q. Did your service to the Bar include
3 any work with the Judicial Nominating
4 Committee?

5 A. I was on the JNC for Hillsborough
6 County for an eight-year term. I was
7 appointed twice by Governor Bush and then
8 Governor Crist.

9 Q. Finally, since I've seen you recently
10 at hearings, are you involved with the
11 Judicial Qualification Commission?

12 A. I'm a Florida Bar appointee to the
13 JQC, yes, sir, I am.

14 Q. You're a commissioner...

15 A. Yes, sir.

16 Q. Finally, you and I talked about this
17 being probably the nearest and dearest to your
18 heart, do you have involvement in community
19 activity here in Hillsborough County?

20 A. You know, I have. I became involved
21 very early on with Big Brothers Big Sisters.
22 I volunteered there, coached and tutored young
23 men. Then I was on the board of directors
24 with the Boys and Girls Club for 20 years, and
25 very active in youth sports; coach young

1 ladies, coach young men, softball, soccer. I
2 was president of Tampa Bay Little League for a
3 number of years.

4 Q. Do you know Scot Strems?

5 A. Yes, I do.

6 Q. How did you come to meet him?

7 A. Scot -- Mr. Strems was referred to
8 our law firm a number of months back. I met
9 with Mr. Strems. We discussed a case that had
10 been filed against him and his law firm in
11 Orlando. Went through the facts, you know, as
12 alleged in the complaint. Got to know Scot,
13 and at that time he retained our law firm to
14 defend him in that class action. I do not
15 know him socially.

16 Q. You presently represent Mr. Strems
17 and his law firm in the class action in Orange
18 County, Florida?

19 A. Yes, we do.

20 Q. Have you had the opportunity to
21 review any of the documents filed in this
22 emergency suspension case?

23 A. I have. You forwarded me a copy of
24 the Bar's petition. I reviewed the motion to
25 dissolve that you and your colleagues filed.

1 I reviewed the Bar's response, and I reviewed
2 a number of the exhibits attached to the
3 petition and I've also reviewed and read
4 Judges Holder's and Barbas' affidavits.

5 Q. In Judge Holder's affidavit, did you
6 notice that in, I think, paragraph -- hang on
7 a second.

8 In paragraph four he makes reference
9 to some allegations in the class action in
10 Orange County, Florida.

11 Is that the class action which you
12 serve as counsel for Scot Strems and the
13 Strems Law Firm?

14 A. Yes, sir.

15 Q. Could you briefly, and I do mean
16 briefly, summarize the allegations of that
17 class action?

18 A. Sure. As you're aware -- I'm not
19 sure if you have this or if Your Honor does.
20 We have filed a motion to dismiss that
21 complaint.

22 But the allegations in the complaint,
23 they commence, you know, like facts in 2016,
24 and Mrs. Ortiz retained the Strems Law Firm.
25 You know, the allegations concerned how it was

1 that she ended up signing her contingency fee
2 agreement, circumstances surrounding that.

3 Allegations that a third-party, I
4 don't recall the name of the third-party off
5 the top of my head, actually was the entity or
6 the group that solicited her. That about
7 summarizes it.

8 Q. I mean, those are the facts that
9 Judge Holder makes reference to in paragraph
10 four of his affidavit?

11 A. Yes, sir.

12 Q. So the allegations that are contained
13 in that class action occurred in 2016; is that
14 right?

15 A. 2016, and they bled over into 2017,
16 sir.

17 Q. When was the class action filed, Mr.
18 Schifino?

19 A. The initial complaint was filed in
20 early April of this year, and a week later the
21 law firm filed an amended complaint.

22 We appeared in the case probably
23 about six weeks to go or so. And in mid-June
24 filed a motion to dismiss the class action.

25 Q. And what's the basis for the motion

1 to dismiss?

2 A. Well, it's set really in two parts.
3 And I'll focus first on the basis as to our
4 request that they dismiss Scot Strems
5 individually from the class action.

6 And that is because if you look at
7 the complaint itself, Jacobson, who is the
8 plaintiff's lawyer in that particular case,
9 they actually plead facts stating that the
10 plaintiff in that case had no interactions
11 whatsoever with Mr. Strems, never spoke with
12 him. He did not represent her at any time.

13 And therefore, when you look at the
14 complaint, there are numerous deficiencies in
15 the complaint. But as to Mr. Strems, they
16 actually plead within the complaint, which she
17 had no relationship with Mr. Strems. So we
18 moved to dismiss him individually. The class
19 action complaint falls way short of what is
20 required in order to properly plead a class
21 action lawsuit.

22 They plead allegations -- I'll give
23 you some examples of the fraud. And when you
24 drill down and look at this complaint, what
25 you see is that much of the focus is on the

1 actual relationship that the law firm had with
2 Ms. Ortiz; what was said, what wasn't said.
3 Who spoke with her, et cetera.

4 So it really is an individual
5 complaint, but the factual allegations are not
6 ones that are likely for a class action.

7 Q. So there are no additional
8 allegations that the firm engaged in similar
9 conduct with other clients?

10 A. No, sir.

11 Q. And the status of your motion is
12 pending?

13 A. Yes, sir. We have a conference call
14 with opposing counsel in a week or two.
15 Excuse me, this week. We sent a letter that
16 they drop and dismiss Mr. Strems from the
17 case.

18 Q. Do you have any expectations about
19 the result of your motion to dismiss, sir?

20 MR. WOMACK: Objection; speculative?

21 THE COURT: Sustained.

22 BY MR. TOZIAN:

23 Q. As we sit here today, Mr. Schifino,
24 has even one of allegations set forth in that
25 class action complaint been proven?

1 A. Neither the initial complaint or the
2 amended complaint.

3 MR. WOMACK: Objection.

4 THE COURT: Sustained. Go on.

5 BY MR. TOZIAN:

6 Q. What is the status of the
7 allegations? What is status of them?

8 A. Neither complaint was verified nor
9 were there any supporting affidavits attached
10 to the complaint. What we know, and I'm sure
11 Your Honor is very familiar, they are
12 allegations in a complaint that are
13 unverified.

14 Q. Given the status of the case, is
15 there a likelihood that the plaintiff will
16 prevail in its allegations against Scot
17 Strems?

18 MR. WOMACK: Objection; speculative.

19 THE COURT: Sustained.

20 MR. TOZIAN: Judge, may I be heard on
21 that?

22 THE COURT: Of course.

23 MR. TOZIAN: One of the things you're
24 being asked to decide is whether or not
25 they are -- actually, I'll read it to you

1 from our motion to dissolve on page three.

2 "The likelihood of prevailing on the
3 merits of the underlying rule violations,
4 they're relying on an unproven,
5 unsubstantiated, unverified complaint."

6 And so I think I'm allowed to go into
7 whether or not that unproved and
8 unsubstantiated complaint is likely to be
9 proven by the plaintiff, insofar as Judge
10 Holder claiming that he had personal
11 knowledge of this is relying upon in his
12 affidavit.

13 I think it really illustrates how
14 long this petition is and how mostly short
15 it falls in satisfying 352.

16 THE COURT: Mr. Womack, would you
17 like to respond before I rule?

18 MR. WOMACK: Absolutely. Your Honor,
19 this issue that Mr. Tozian is asking Mr.
20 Schifino to testify about is all about his
21 expectations. Not as some independent
22 third-party or an expert or a jurist, but
23 as the advocate for Scot Strems in this
24 lawsuit. He has an obvious interest in
25 giving you his prognostication about the

1 case and the weight of the evidence. And
2 for those reasons, I don't see any reason
3 to go into this line of questioning.

4 If it's Mr. Tozian's argument that,
5 you know, these are just allegations, we
6 accept that. We can move forward with
7 that.

8 THE COURT: He accepts that.

9 MR. TOZIAN: Does he agree to dismiss
10 his petition for emergency suspension
11 then, Judge?

12 I don't know how you get an emergency
13 suspension on naked allegations. That's
14 what we've been mystified about.

15 MR. WOMACK: I can speak to that,
16 Your Honor.

17 MR. TOZIAN: I'm not asking him, Your
18 Honor. It was my comment to you. I
19 promise to keep my mouth shut, Your Honor.

20 THE COURT: Okay. I am going to
21 allow you to ask the question. I will
22 allow you to answer, and I'll give it the
23 appropriate weight that it deserves. You
24 may continue.

25 MR. TOZIAN: Thank you, Judge.

1 BY MR. TOZIAN:

2 Q. Mr. Schifino, given the status of the
3 class action case at this time, is there a
4 likelihood that the plaintiff will prevail in
5 his allegations against Scot Stremms and the
6 Stremms Law Firm?

7 A. I am confident that the cases that is
8 pled today will be dismissed. There have been
9 -- as we know, they're just allegations. I
10 can certainly tell you that, based on those
11 allegations, that I don't see a way in which,
12 even accepting the allegations and that the
13 complaint is absolutely true, there is no case
14 against Scot Stremms personally, pled. So if
15 the case survives, it will be a case against
16 the Stremms Law Firm.

17 And I have no way of knowing at this
18 time -- we haven't done any discovery
19 depositions, Your Honor, so there's simply no
20 way of telling whether the law firm will
21 prevail in the underlying case or whether the
22 plaintiff will. But I can certainly tell you
23 that, you know, if you even accept everything
24 is true in the complaint, they don't have a
25 case against Mr. Stremms.

1 THE COURT: Thank you.

2 BY MR. TOZIAN:

3 Q. Finally, do the allegations that
4 exist, which are unproved, establish that Scot
5 Strems is continuing and is causing immediate
6 and serious injury to the client or the
7 public?

8 MR. WOMACK: Objection.

9 THE COURT: Overruled.

10 THE WITNESS: When you read the class
11 action lawsuit, there are no allegations,
12 factual allegations, as to Mr. Strems at
13 all.

14 When you look at the complaint, you
15 can go line by line. There are simply,
16 what I would describe and we've all seen
17 before, conclusions that the firm, what
18 they do is they lump in defendants at
19 certain points.

20 But again, I'm just focussed on the
21 one issue that I'm familiar with, and that
22 is the class action case that our law firm
23 is defending. And when you read it, the
24 class action complaint yourself, your
25 answer is no, not as to Mr. Strems. Most

1 of your allegations all deal with the law
2 firm.

3

4 MR. TOZIAN: I have nothing further,
5 Judge.

6 MR. WOMACK: One moment while I
7 situate myself here, Your Honor.

8 CROSS EXAMINATION

9 BY MR. WOMACK:

10 Q. Mr. Schifino, how long have you been
11 litigating class action lawsuits?

12 A. Probably defended class action
13 lawsuits, if I look back, I think the last one
14 I was involved in was probably 30 years ago.

15 Q. Now, I'm unfamiliar with the
16 landscaping of class action law.

17 Do you have like a niche within your
18 field or do you take specific types of
19 clients?

20 A. Do I have a niche within my field? I
21 mean, I might --

22 Q. Excuse me. Within the class action.

23 A. No, sir. No, sir. Mainly, the work
24 I've done in the class action field has been
25 in the securities context.

1 And one of the reasons -- if you look
2 at the motion to dismiss, one of my law
3 partners, Greg Schwinghammer, from our West
4 Palm office is someone who is much more active
5 in the defense of class actions than I am. My
6 primary area of practice is not in class
7 action defense. My primary area of practice
8 is in business tort litigation.

9 Q. I see. Have you ever defended a law
10 firm or an attorney in a class action lawsuit?

11 A. No, sir.

12 Q. So about this case we're discussing,
13 this Ortiz case, the purpose of the
14 plaintiff's case there is to establish
15 liability, correct?

16 A. Say it again.

17 Q. Is the purpose of the lawsuit, the
18 Ortiz lawsuit against your client, to
19 establish liability, correct?

20 A. Well, of course, any plaintiff when
21 they bring a case, they want to establish
22 liability through damages, sure.

23 Q. Thank you. So it's fair to say that
24 that is not a lawsuit necessarily about
25 professional -- excuse me; professional

1 responsibility?

2 A. I don't understand your question.

3 What do you mean?

4 Q. Certainly. Would you agree that the
5 case in which you are defending Mr. Strems
6 differs from the instant case in that the
7 Ortiz case involves different principals than
8 are in play here in this Bar action?

9 A. I'm assuming -- I would agree that
10 there's a different standard between the
11 proceedings that you all are involved in,
12 which I'm not.

13 Compared to the class action I'm
14 defending, I do know that if you look at the
15 complaint -- I don't have it in front of me,
16 but there are -- you can see in the amended
17 complaint -- when you compare the amended to
18 the original, Mr. Jacobson did bring into play
19 in this amended complaint various Bar rules
20 and regs. I don't recall specifically which
21 they were.

22 But yes, I agree with you that
23 there's a distinction between the two
24 proceedings.

25 Q. Thank you. So in the context of the

1 rules -- let me ask you this: Are you
2 familiar with the rules of professional
3 responsibility?

4 A. Yes.

5 MR. TOZIAN: Objection to that
6 question, Your Honor. Rules of professional
7 responsibility, those ceased to exist in about
8 1990.

9 MR. WOMACK: Rules of professional
10 conduct. I apologize, Your Honor.

11 THE COURT: Thank you.

12 BY MR. WOMACK:

13 Q. Are you aware of the chapter of the
14 rules regulating the Florida Bar?

15 A. Am I aware of the rules? Yes, I'm
16 aware of the rules.

17 Q. In the context of the rules
18 regulating the Florida Bar, can you tell me
19 what solicitation is.

20 A. Can I tell you what solicitation is?

21 Q. A working definition or approximation
22 is what I'm looking for.

23 MR. TOZIAN: Judge, if you could,
24 maybe you're interested in the answer, but
25 I'd like to object simply because he

1 hasn't been called as an expert in the
2 rules of professional conduct. I don't
3 know how it can possibly be relevant to
4 what he's testified to. But having said
5 that...

6 THE WITNESS: Would you repeat the
7 question, please.

8 BY MR. WOMACK:

9 Q. Sure. Can you tell me what the term
10 solicitation means in the context of the rules
11 regulating the Florida Bar?

12 A. I can give you my interpretation of
13 what solicit means.

14 Q. That's fine.

15 A. You're talking about soliciting a
16 particular -- a client.

17 Q. Correct. Would you say that such
18 solicitation needs to happen face-to-face?

19 A. Solicitation -- I mean, I've
20 interviewed -- when you say, "face-to-face,"
21 I've certainly had many of a call with a
22 client on the telephone wherein they have
23 either called me or I've been suggested that I
24 call them and we discuss a particular case and
25 not been retained, not having met them

1 face-to-face in person. You know, I've got
2 out-of-town clients in New York.

3 Is that what you mean by
4 face-to-face?

5 Q. Yes.

6 A. Surely. I've been retained and many
7 lawyers have been retained -- I mean, it may
8 change now that we have Zoom and such and
9 we're all becoming more efficient with it,
10 that we may make an acquaintance without it
11 being in person.

12 Q. Is it possible for an attorney to
13 commit an act of solicitation through a
14 third-party?

15 A. Is it possible? I believe that that
16 would be inappropriate.

17 Q. Let me clarify.

18 Are you saying that it would be
19 inappropriate for an attorney to use a
20 third-party to solicit a client?

21 A. That is my understanding of the
22 rules, unless someone wants to -- you know, I
23 do not hold myself out as an expert on
24 submitting -- I conduct my practice in a very
25 confident and appropriate fashion. But no, I

1 would not use an intermediary third-party to
2 ever solicit a client.

3 Q. In part, is that what's alleged in
4 this Sonia Ortiz's complaint against your
5 client?

6 A. In part, yes, sir.

7 Q. I'd like to go to that complaint now,
8 if I may. Bear with me.

9 Would you please read onto the record
10 -- it's quite a lot.

11 MR. TOZIAN: Judge, can I interject
12 an objection. We'll stipulate that these
13 allegations exist.

14 The whole point of calling Mr.
15 Schifino was to show that there's no
16 evidence, no affidavit supporting that,
17 which in turn would mean that it's not
18 appropriate to have an emergency
19 suspension based on unsubstantiated
20 allegations.

21 I mean, to have Mr. Schifino read
22 what he says hasn't been supported yet,
23 respectfully, is irrelevant.

24 THE COURT: What's the purpose of
25 this, Mr. Womack?

1 MR. WOMACK: I'm sorry, can you
2 repeat that, Your Honor?

3 THE COURT: Yes. What is it that
4 you're wanting him to read off the
5 document?

6 MR. WOMACK: I think that I can
7 expedite this. To Mr. Tozian's point, I
8 am exploring what is his understanding of
9 the matter that he's litigating as it is
10 relevant to the instant case.

11 MR. TOZIAN: I lost what he said. I
12 didn't hear that, Your Honor. It went
13 out.

14 THE COURT: You can repeat yourself
15 so Mr. Schifino can hear you, please.

16 MR. WOMACK: Certainly. I am
17 exploring the witness' knowledge of this
18 matter that he's litigating as it pertains
19 to the allegations in this case.

20 BY MR. WOMACK:

21 Q. Now, Mr. Schifino, would you say --
22 is it fair to say that the allegations here in
23 paragraph 41, including subpart A, B, C, D, E,
24 F, G and H describe or allege an effort to
25 solicit clients using a third-party?

1 A. You're moving this on me.

2 Q. I know you're doing the best you can.

3 A. (Witness reading/mumbling.)

4 Can you go down, scroll down.

5 Q. Certainly.

6 A. I think this may be the paragraph
7 that was added in the amended complaint. I'm
8 not 100 percent certain, counselor. But this
9 appears to be what you're talking about.

10 Q. Let me ask you if you are aware of
11 other similar allegations against your client?

12 A. You mean whether this appears in the
13 complaint elsewhere?

14 Q. I'm asking if you are aware, outside
15 of the context of this document, of other
16 allegations against your client also alleging
17 similar conduct?

18 A. To that as set forth in 41 -- I'm
19 trying to think whether I read any of that in
20 the Bar's petition. I can't recall whether it
21 was in there, Mr. Womack, so I'm going to have
22 to say I'm just not sure if it was in the
23 Bar's paperwork. I haven't read anything
24 publicly.

25 The only other matter that I'm

1 involved in is another case filed by an
2 insurance company against Mr. Strems' law,
3 firm, and I have not, in detail at all, read
4 that complaint. This was a matter filed up in
5 Tallahassee, and I can't tell you whether
6 there are any allegations like this.

7 So I'm doing the best I can, Mr.
8 Womack. I don't believe I'm aware of any
9 other allegations similar to what I'm reading
10 here.

11 Q. I'd like to move to a different
12 document. This one is not on the record.

13 Now, I take it, Mr. Schifino, that
14 this document is unfamiliar to you; is that
15 correct?

16 A. Yeah, I've never seen -- yes, you're
17 accurate.

18 Q. I'll point to some relevant
19 information here on the first page.

20 MR. TOZIAN: Judge, can I object as
21 this being beyond the scope of direct. I
22 mean, as you pointed out, you read 3,000
23 pages. There's no telling how many of
24 these things he can show Mr. Schifino. I
25 don't know how this bears on direct

1 examination.

2 THE COURT: What is your response to
3 the fact that it exceeds the scope?

4 MR. WOMACK: During direct
5 examination, Mr. Tozian elicited testimony
6 from the witness saying that many of the
7 allegations in the Ortiz lawsuit go to the
8 relationship between the Strems Law Firm
9 and a third-party. If I'm not mistaken,
10 that case is Contender Claims Consultants.

11 What I am intending to show -- well,
12 I think we'll see.

13 But I am intending to bring to Mr.
14 Schifino's attention, solicit his further
15 testimony on the allegations in a separate
16 action.

17 THE COURT: I'm going to sustain the
18 objection this time. I don't think he has
19 any idea as to what -- he's indicated what
20 he's read. He hasn't read this, and so
21 I'm going to ask you to move along.

22 MR. WOMACK: Fair enough.

23 BY MR. WOMACK:

24 Q. Mr. Schifino, you mentioned another
25 case in which an insurance company brought

1 allegations against your client.

2 I'd like to show you another
3 document, and you can tell me if that document
4 is from that case.

5 Does this document look familiar to
6 you?

7 A. I think so. When I say, "I think
8 so," I mean, I would have to compare the one
9 -- I can't imagine there's another one, but I
10 don't have my copy in front of me.

11 Mr. Strems forwarded to me a copy of
12 a lawsuit filed in the Second Judicial
13 Circuit, up in Leon County by Citizens. This
14 appears to be it, so I'm going to assume this
15 is the only one and this is it.

16 Q. Fair enough.

17 Now, we spoke in the Ortiz complaint
18 about allegations of solicitation via
19 third-party, correct? You testified to that?

20 A. Yes. And you pointed out the
21 paragraph in the Ortiz case where Mr.
22 Jacobson, plaintiff's counsel, has made those
23 allegations, yes.

24 Q. Certainly. I would like to take us
25 to paragraph -- let's start on paragraph four

1 on page two of this document.

2 It says, "Defendants are involved in
3 the supply -- well, let me back up.

4 Defendants include in this case,
5 would you agree, the Strems Law Firm, P.A. and
6 Scot Strems, correct?

7 A. They define it. It includes all of
8 the defendants that are listed on that case.
9 You'll see it in the first paragraph. Yes,
10 those two are in parcel, yes. I agree.

11 Q. It also includes Contender Claims
12 Consultants, Incorporated, correct?

13 A. As I said, it includes all of the
14 defendants listed in the style of the case.

15 Q. In that case, I'll go ahead and
16 indicate for the record that it also includes
17 All Insurance Restoration Services,
18 Incorporated.

19 A. Yes.

20 Q. In paragraph four, "Defendants are
21 involved in the supply of services, the
22 first-party property claims."

23 Would you agree that Mr. Strems and
24 the Strems Law Firm are, in fact, involved in
25 the services, in Contender Claims?

1 A. I don't recall. I wouldn't be
2 surprised if it was, but I do not recall.

3 Q. Was it not your testimony that Ortiz
4 involved a relationship between your client
5 and a third-party?

6 A. My testimony was you had me read
7 paragraph 41, and that's what it -- you know,
8 there's a discussion of a relationship, but I
9 don't specifically recall. I mean, the
10 complaint speaks for itself.

11 Q. Very well put.

12 Would you agree, and I'll let you
13 read it, that paragraphs 4 through 16 --

14 A. Okay.

15 Q. I'll give you time to read it here in
16 a moment.

17 That they describe an effort to
18 solicit clients through a third-party?

19 A. You want me to give you my
20 interpretation of what paragraphs 4 through 16
21 say?

22 Q. Let's start there, yes.

23 A. Okay. You don't want me to read it
24 out loud, do you?

25 Q. I think I'm agreeing with Mr. Tozian

1 that the allegations can speak for themselves.

2 A. I've read through paragraph 12. If
3 you can scroll down. Okay. I've read.

4 Q. Read the allegations?

5 A. Yes.

6 Q. Would you agree that the allegations
7 you just read in paragraphs 4 through 16
8 allege an effort on the part of the defendant,
9 including your client, to solicit business via
10 third parties?

11 A. Go back -- scroll up to paragraph 7.

12 Q. Certainly.

13 A. That's what paragraph 7 alleges?

14 Q. Yes.

15 A. I'm reading what it says.

16 Q. I see. I'd like to read just
17 paragraphs 7 and 11 onto the record. This is
18 paragraph 7.

19 "Rather than serve as public
20 adjusters subject to the regulations imposed
21 by the state, however, Contender Claims
22 Consultants adjusters would present the
23 homeowners with, among other documents, a
24 contingency fee with the Strems Law Firm."

25 Paragraph 11 reads, "The defendants

1 then referred to one another. Securing each
2 other's involvement in thousands of
3 first-party properties claims often without
4 full disclosure to or knowledge by the
5 insured."

6 So Citizens here is alleging that,
7 not only is there an effort to solicit
8 clients, but that effort is hidden from the
9 client.

10 Is that fair to say?

11 A. I mean, it says, "Often." We're
12 reading the same paragraph together.

13 Q. Certainly.

14 A. My interpretation is -- I can read
15 the English language as we all can. "Often
16 without full disclosure to or knowledge by the
17 insured."

18 That's an allegation that an
19 insurance company, in this case Citizens, has
20 made. I absolutely agree that's what that
21 says.

22 Q. Let me ask you if you are aware of
23 any evidence or allegations outside of this
24 document that would substantiate these
25 allegations in paragraphs 7 and 11?

1 A. Any evidence? You asked two
2 questions.

3 You said am I aware of any evidence
4 or allegations that would substantiate these
5 allegations. Let's go first with evidence.

6 Q. Fine.

7 A. I have not looked at any, you know.
8 I couldn't tell you. Am I aware, no. I've
9 not looked at any exhibit attached to that
10 complaint, so I have no idea what's attached
11 to that complaint.

12 So no, I'm aware of no evidence that
13 would substantiate any allegation that I've
14 just read, nor am I aware.

15 Again, we talked about this earlier.
16 You asked am I aware of any other allegations,
17 no. I told you upfront I gave this a first
18 review when it came in and Mr. Strems and his
19 firm were just served with it.

20 I have not gone through this to any
21 degree at all. So no, I'm not aware of any
22 evidence, not aware of any other allegations.

23 Q. I'd like to get into one more
24 document.

25 MR. TOZIAN: Judge, if this

1 shortcuts, we'll stipulate that all those
2 allegations were made, if the Bar will
3 stipulate that not a single one of them
4 has been proven. It seems like there's a
5 disconnect here.

6 We think that they need to come here
7 with proof, and they think that allegations
8 are enough to get you suspended on an
9 emergency basis.

10 So we'll make that stipulation.
11 We'll stipulate that none of this has been
12 proven.

13 MR. WOMACK: To counsel's point, that
14 is precisely the purpose for which this
15 document is offered, is to prove.

16 THE COURT: All right. Then I'll
17 allow it.

18 BY MR. WOMACK:

19 Q. Mr. Schifino, have you seen this
20 document or do you know about it?

21 A. No. I can tell you I've never seen
22 this document.

23 Q. What does it appear to be?

24 A. It appears to be -- I can tell you
25 that it's styled, it's a motion to strike

1 plaintiff's complaint as a sham pleading.

2 Q. It's a motion?

3 A. Correct.

4 Q. So if we can read in the introduction
5 here, "Based on Mr. Cameron's statement, the
6 complaint filed in this case is a sham
7 pleading, and this litigation is being
8 perpetuated solely by plaintiff's counsel, the
9 Strems Law Firm P.A."

10 Your client, correct, that's the
11 Strems Law Firm, P.A.?

12 A. One of my two clients, yes, the law
13 firm and also Mr. Strems individually. Yes,
14 I've read that allegation.

15 Q. I'd like to move to page two.

16 MR. TOZIAN: Judge, if I can just
17 object as being outside the scope of
18 direct.

19 THE COURT: Overruled.

20 BY MR. WOMACK:

21 Q. This section is captioned "The phone
22 call." I would like to read this on to the
23 record, although we have submitted it to the
24 written record, Your Honor, yesterday.

25 THE COURT: I read it, but if you

1 want to read it, you can.

2 MR. WOMACK: "After the complaint in
3 this matter was filed, Mr. Cameron, the
4 purported plaintiff in this litigation and
5 his wife, Sarah Vargas Cameron, who has
6 not been named a party to this litigation,
7 both contacted Citizens, to advise
8 that, number one, Strems does not
9 represent them. Number two, they did not
10 want to file suit against Citizens. And
11 three, they did not want to pursue
12 additional money beyond what Citizens had
13 already paid on their claim."

14 This phone call, which was initiated
15 by the Camerons, took place on February
16 23rd, 2019, as transcribed. Now, there is
17 a full transcript of this call attached to
18 this document, Your Honor, for your own
19 edification.

20 THE COURT: I read it last night.

21 MR. WOMACK: And I would like to read
22 this brief portion of Mrs. Cameron's side
23 of the phone call.

24 She says, I'm reading the underlined
25 portion, "We'd rather go straight to the

1 company, with Citizens, with our
2 insurance. And now without our
3 authorization, that law firm is sending us
4 a letter that they're suing the insurance
5 company. I don't know why, because we
6 don't have nothing to do with this.
7 We never signed any papers to sue the
8 company or something."

9 BY MR. WOMACK:

10 Q. Mr. Schifino, wasn't it an allegation
11 in the complaint we just reviewed that
12 prospective clients are furtively presented
13 with a contract or retainer agreement?

14 A. The citizen complaint?

15 Q. Yes.

16 A. Those are the allegations in
17 paragraphs 7 and 11.

18 Q. If we continue on to the following
19 page -- again, I'm reading the underlined
20 portion, this time by Mr. Cameron.

21 "I got a letter from the law firm
22 supposedly saying they were going to try to
23 come back on you guys to get money from the
24 insurance. I never said anything. I haven't
25 signed anything about that. I'm going to let

1 the Strems Law Firm know 'Hey, don't, you
2 know, don't be trying to sue the insurance or
3 trying to get more money from the insurance
4 company."

5 Mr. Schifino, would you say what
6 we're seeing here in this motion, that that
7 comports with the allegations that we just
8 read in this Citizens complaint against your
9 client?

10 A. What I'm reading here -- this is --
11 as I'm seeing this, Citizens, I assume someone
12 at Citizens -- I'm not sure who was taking
13 this deposition. Someone is asking the
14 Camerons these questions. These questions
15 seem to be eliciting answers that are
16 consistent, but that are also in the Citizens'
17 complaint.

18 I have no idea whether Mr. Strems or
19 his law firm was at this deposition, but
20 certainly I can read this. And once again, I
21 think we can all look at this. We've all read
22 it, and certainly it appears to be consistent.

23 Maybe this motion to strike came
24 first and then Citizens used that in preparing
25 this complaint that they filed against Mr.

1 Strems. I have no way of knowing that.

2 MR. WOMACK: Thanks, Mr. Schifino. I
3 have no further questions for the witness.

4 THE COURT: Thank you, Mr. Schifino.

5 THE WITNESS: Thank you, Your Honor.

6 Good to see you. Take care.

7 THE COURT: Have a good day. Stay
8 safe.

9 THE WITNESS: Okay. You, too.

10 THE COURT: Who is going to be up
11 next?

12 MR. KUEHNE: Your Honor, Ben Kuehne.
13 Scot Strems will be the next witness.

14 I do have a technical question, which
15 maybe Mr. Womack can answer.

16 Oh, good. I still have his screen
17 open and I could not get my screen back,
18 but thank you.

19 The next witness is Scot Strems.

20 THE COURT: I can't hear you, Mr.
21 Strems. Can you hear me?

22 MR. STREMS: Yes, I can hear you.
23 Good afternoon.

24 THE COURT: Good afternoon.

25 MR. KUEHNE: Your Honor, we have Mr.

1 Strems sworn.

2 And I do want to note, we are
3 prepared to continue with this
4 examination. Just to remind the Court,
5 it's noon. We don't need to take a break,
6 but if the Court was intending to take a
7 break.

8 THE COURT: No. I would like to try
9 to conclude this today, so I'm comfortable
10 working through the lunch hour.

11 And we'll say this to the other
12 people, feel free, if someone needs to eat
13 something, that's fine. I think this is
14 going longer than we anticipated, which is
15 fine, but we'd like to stay on track. So
16 unless anybody really needs to take a long
17 break, I would prefer just to go forward
18 with the proceedings. But if anybody
19 needs to take a break, just let me know
20 and we'll do so.

21 Let's take a five-minute break before
22 we start the next witness.

23 (Thereupon, a recess was taken, after
24 which the proceedings continued as
25 follows:)

1 THE COURT: Are you ready, Mr.
2 Kuehne, Mr. Strems?

3 MR. STREMS: Yes, Your Honor.

4 MR. KUEHNE: Respondent calls Scot
5 Strems. He has been sworn.

6 THE COURT: You may proceed.

7 By MR. KUEHNE:

8 Q. Please state your name.

9 A. Scot Strems.

10 MR. WOMACK: Judge, we didn't swear
11 him in yet.

12 THE COURT: Hold on. I thought Mr.
13 Kuehne said he was.

14 Was he not sworn in? Kayla, did you
15 swear him in?

16 THE CLERK: No, Judge.

17 THE COURT: I'm sorry. I thought
18 that was done.

19 All right. Swear him in. Thank you.
20 Thereupon:

21 SCOT STREMS,
22 was called as a witness, and after being first
23 remotely duly sworn, was examined and
24 testified under oath as follows:

25 THE CLERK: State your full name.

1 THE WITNESS: Scot Strems.

2 THE CLERK: Thank you.

3 DIRECT EXAMINATION

4 BY MR. KUEHNE:

5 Q. I apologize, Mr. Strems. I thought

6 you had been sworn in before the break.

7 Please excuse me.

8 What is your current profession?

9 A. I'm an attorney.

10 Q. How long have you been a lawyer?

11 A. For about 13 years.

12 Q. You're a member of the Florida Bar?

13 A. Yes.

14 Q. Since when?

15 A. Since 2007.

16 Q. Where did you matriculate from law
17 school?

18 A. The University of Miami.

19 Q. At that time, 2007?

20 A. That's correct.

21 Q. And since the time of your Bar
22 membership up to the events that give rise to
23 this hearing, have you been a member in good
24 standing?

25 A. Yes, sir, I have.

1 Q. And currently you are on emergency
2 suspension?

3 A. Correct.

4 Q. Have you, during the course of the
5 emergency suspension, acted to comply in all
6 respects with the emergency suspension order?

7 A. Yes, of course.

8 Q. You made or arranged to make the
9 appropriate notifications?

10 A. Yes, sir.

11 Q. You're familiar with these
12 proceedings.

13 A. Yes.

14 Q. Have you reviewed the Bar's petition,
15 the motion to dissolve and all the other
16 pleadings that have been filed in this matter?

17 A. Yes, I have.

18 Q. And are you seeking to have the
19 emergency suspension dissolved?

20 A. Yes, sir.

21 Q. What is the nature of your law
22 practice?

23 A. We are primarily a first-party
24 homeowners' claims firm. We represent
25 homeowners who have suffered damage as a

1 result of wind damage or water damage.

2 THE COURT: Hold on for a second, Mr.
3 Strems. Something is ticking. Hold on.
4 This noise is bothering me.

5 All right. Go on. Sorry about that.

6 BY MR. KUEHNE:

7 Q. You explained that your practice is
8 first-party plaintiffs insurance practice?

9 A. Yes, sir.

10 Q. Does that involve litigation?

11 A. Yes, it does.

12 Q. Are you a transactional lawyer?

13 A. No, sir.

14 Q. Do you and your law firm primarily
15 handle litigation matters?

16 A. That is correct.

17 Q. For how long of your career have you
18 been doing that litigation in first-party
19 insurance plaintiff?

20 A. I would say for about ten plus years.

21 Q. For purposes of your background,
22 narrate, if you would, your career trajectory
23 starting with graduation from law school,
24 admission to the Bar.

25 What did you first do as a lawyer?

1 A. Sure. I started out in the Public
2 Defender's Office in Miami-Dade County, as
3 well as Alachua County. I was fortunate
4 enough to handle thousands and thousands of
5 cases in those offices, and I gained
6 significant trial experience.

7 Q. Mr. Strems, with regard to your
8 Alachua, that's Gainesville and Miami-Dade
9 County, how long did you suffer in the Public
10 Defender's Offices?

11 A. I was there for about two and a half
12 years.

13 Q. Who was the Miami-Dade Public
14 Defender during your tenure?

15 A. It was Bennett Brummer.

16 Q. And how about in Alachua County?

17 A. It was Richard Parker.

18 Q. What divisions of the various courts
19 were you practicing in both of those public
20 defender's offices?

21 A. I spent the majority of my time in
22 county court where we -- I'd say we primarily
23 handled traffic matters, DUIs, misdemeanors,
24 things of that nature.

25 Q. Did you do some work in circuit court

1 as well?

2 A. I was not -- I did very limited work
3 in circuit court.

4 Q. Did you try cases?

5 A. I did, yes.

6 Q. In the public defender's offices, did
7 you receive training on how to become a
8 lawyer, a trial lawyer?

9 A. I did, yes.

10 Q. Was that part of your regular
11 training as an assistant public defender?

12 A. Yes, it was.

13 Q. When did you finish your career with
14 the Public Defender's Office?

15 A. I left the Alachua County office, I
16 want to say, in 2008.

17 Q. And what did you do after that, after
18 leaving the Alachua County Public Defender's
19 Office?

20 A. After that, I started this firm.

21 Q. The Strems Law Firm?

22 A. Correct.

23 Q. How did you arrange to start the
24 firm?

25 Was it putting out a shingle?

1 A. In a sense, yes.

2 Q. Did you start the firm with an idea
3 of what direction your practice would take
4 you?

5 A. I did start the firm as a criminal
6 defense firm, naturally, because that's what I
7 knew how to do. However, I did want to make
8 my way into civil practice, and we did just
9 that.

10 Q. You mentioned "We did just that."
11 When you started the Strems Law Firm,
12 did you have lawyers or staff members working
13 with you?

14 A. When I first started this firm, I was
15 the only lawyer. However, I slowly built up
16 some staff members over time.

17 Q. How did you go about identifying
18 lawyers to hire for the Strems Law Firm as you
19 built your practice?

20 A. Well, over time I would put out a job
21 posting, so I would conduct interviews. I
22 would receive recommendations here and there
23 of lawyers that were looking for work, and
24 little by little I would interview them and
25 meet them.

1 Q. Did you, as you built the Strems Law
2 Firm hire both experienced lawyers, as well as
3 new lawyers?

4 A. That is correct, yes.

5 Q. Did you try to develop a mix of
6 lawyers, bringing in some with experience and
7 some learning the practice at the law firm?

8 A. Yes, I did.

9 Q. What was your reason for developing
10 that type of mix; some new, some experienced?

11 A. Well, I felt it was important -- I
12 think it's always important to have
13 experienced lawyers on your side working with
14 you.

15 Naturally, just in terms of the
16 numbers, you're always going to have some
17 newly minted lawyers, as they say. And I
18 think that it is important to have those that
19 are experienced to guide those that are brand
20 new to the profession.

21 Q. Over what period of time did you
22 gravitate towards or move into the insurance
23 world as a trial lawyer?

24 A. As of the date that I started this
25 firm, I would say it took maybe about a year

1 and a half.

2 Q. What caused you to focus on the
3 first-party insurance plaintiff's practice?

4 A. Well, it was something that I was
5 fortunate enough to be retained in a handful
6 of matters. I very much enjoyed it, and it's
7 something I wanted to pursue.

8 Q. Over time from the start of the
9 Strems Law Firm to now, how large has your
10 firm been at the largest?

11 A. In terms of the number of employees?

12 Q. Yes.

13 A. 150.

14 Q. At the largest, 150 staff members,
15 how many lawyers were on board the firm?

16 A. 30.

17 Q. 30 lawyers. So that was the high of
18 your firm, 30 lawyers and 100-plus staff
19 members?

20 A. Correct.

21 Q. And you grew from a law firm of one?

22 A. Correct.

23 Q. How many staff members do you have
24 currently as of today?

25 A. As of today, we have roughly about

1 110 to 120.

2 Q. Of those, how many are lawyers?

3 A. I'm sorry, total we have about 135 to
4 140. Of those that are lawyers today, 20.

5 Q. Has your lawyer component, your staff
6 of lawyers, grown and shrunk over time?

7 A. I would say so.

8 Q. Would you say that generally 20 to 30
9 lawyers is what has been the lawyer component
10 after you moved from a sole or a single office
11 practice?

12 A. It took some time to get to 20, but
13 we've been between 20 and 30 for some time,
14 yes.

15 Q. How do you develop your cases for
16 client building? Do you have a system or a
17 methodology?

18 A. Well, the vast majority of our cases
19 come to us via advertising or word-of-mouth.

20 Q. So your firm does advertising. Is
21 that electronic, as well as the more
22 traditional type of advertising?

23 A. These days, it's primarily digital or
24 electronic.

25 Q. Have you or your law firm kept

1 abreast of lawyering protocols for electronic
2 advertising?

3 A. Yes. We've tried our best, yes.

4 Q. Is that an ever-changing regulatory
5 area in terms of lawyer and electronic
6 advertising?

7 A. Yes.

8 Q. Have you and the law firm done your
9 best to comply with the ever-changing Bar
10 rules for lawyer advertising?

11 A. Yes, we have.

12 Q. Do you have a background in the
13 technology side of the law practice, computers
14 and Internet?

15 A. I do not.

16 Q. Do you have staff members who do that
17 back office side of the practice?

18 A. In terms of IT work, yes.

19 Q. How about in terms of developing
20 client generation?

21 A. That's generally done by marketing
22 companies.

23 Q. With regard to the practice of being
24 retained by clients, is that done with
25 communication to or with the client?

1 A. Yes, it is.

2 Q. What form does that take?

3 A. Phone calls.

4 Q. Phone calls?

5 A. Yes.

6 Q. Are lawyers involved in the process
7 of firm engagement of and by clients?

8 A. Yes, they are.

9 Q. Do you have staff members who assist
10 in that process?

11 A. Yes, of course.

12 Q. The marketing you mentioned, is that
13 part of a contract that your firm has with
14 marketing companies that do Internet
15 marketing?

16 A. Yes.

17 Q. Is that marketing, as far as you
18 understand, complying with Bar rules on
19 advertising or the marketing part of
20 advertising?

21 A. Yes, it is.

22 Q. Does the Strems Law Firm pay any
23 contingency fee money to any marketing company
24 to assist you in getting your marketing done?

25 A. No, sir.

1 Q. What is the general nature -- without
2 asking you specifics of proprietary or trade
3 secrets, what is the general nature of the
4 contract of engagement with a marketing
5 company?

6 A. Well, they -- I can tell you that
7 it's generally -- it's something that we use
8 the acronym PPC, pay per click. It's
9 generally whereby we pay a flat fee to the
10 marketing company for their work, and then, as
11 respective clients or just general public, as
12 they visit our site, as they visit our ads and
13 they actually click on them, we are charged
14 for that activity.

15 Q. Is it your understanding that such a
16 marketing system is consistent with and
17 compliant with Bar rules?

18 A. Yes.

19 Q. Is that consistent with the
20 prevailing business practices of law firms, if
21 you know, that engage in such type of Internet
22 marketing?

23 A. I think so, yes.

24 Q. What role do you presently have in
25 your law firm?

1 A. Well, of course right now my role is
2 primarily administrative. I handle firm
3 issues. I handle marketing efforts, expansion
4 efforts and just general issues from time to
5 time as they arise.

6 I do supervise in a general way by
7 helping to form policies and procedures that
8 are applicable to all of our attorneys, all of
9 our offices, all of our staff. I do assist in
10 specific issues on specific cases from time to
11 time. That work will generally entail making
12 a final phone call or perhaps contacting a
13 senior attorney or adjuster that I've worked
14 with in the past.

15 Generally speaking, I am not counsel
16 of record in our cases. However, there are a
17 few, perhaps five or six, where I am noted as
18 counsel of record and I do receive those
19 pleadings.

20 Q. For what period of time have you not
21 been functioning as an active in-in court
22 primary lawyer for your litigation cases?

23 A. I would say probably over three
24 years, three or four years.

25 Q. During that time, have other lawyers

1 in your firm taken more litigation
2 responsibilities for cases?

3 A. That is correct, yes.

4 Q. In the firm, do you have a hierarchy
5 or organizational chart by which some lawyers
6 have supervisory responsibility?

7 A. Yes, sir.

8 Q. Generally describe how the firm is
9 organized in that respect.

10 A. Sure. Well, every office has a
11 managing attorney, and the managing attorney
12 is supervising lawyer. We are broken up into
13 what I would call litigation teams. Every
14 litigation team has a supervisory lawyer and
15 an associate lawyer.

16 Q. How many law offices do you have, and
17 where are they located?

18 A. We currently have four. We have one
19 in Miami, one in Hollywood, one in Orlando and
20 one in Tampa.

21 Q. Is there a managing lawyer for each
22 of those offices?

23 A. There is, yes, with the exception of
24 Hollywood, which functions more like a
25 satellite office for us.

1 Q. What level of experience do those
2 office supervisory or managerial lawyers have?

3 A. Well, they have multiple years of
4 litigation experience, as well as personal
5 experience.

6 THE COURT: I'm sorry. Multiple
7 years of what? I didn't catch that
8 sentence, please.

9 THE WITNESS: Litigation experience
10 in general, as well as first-party
11 experience.

12 THE COURT: Thank you.

13 THE WITNESS: Sure.

14 BY MR. KUEHNE:

15 Q. Are any of your existing supervisory
16 or managerial lawyers attorneys who have only
17 grown up in the Strems Law Firm; meaning their
18 entire career has been with the Strems Law
19 Firm?

20 A. No.

21 Q. With regard to the attorney
22 supervision at the Strems Law Firm, are the
23 lawyers managed by those offices supervisory
24 attorneys?

25 A. Yes.

1 Q. Does the law firm have regular
2 attorney and staff meetings?

3 A. Yes, we do.

4 Q. Do those meetings include firm-wide
5 meetings?

6 A. They do, yes.

7 Q. Among the different offices?

8 A. Yes, that is correct.

9 Q. Do those conferrals also include
10 office-specific meetings?

11 A. Yes. Yes, they do.

12 THE COURT: What just happened to the
13 screen? I only see three people. Did you
14 do something to the screen, Vinnie?

15 MR. KUEHNE: Your Honor, I noticed
16 that there was something that said --

17 THE COURT: I did, too. It said,
18 "Sal Simba (phonetic)."

19 Okay. We're back. I'm sorry, Mr.
20 Kuehne. Okay. Go on.

21 BY MR. KUEHNE:

22 Q. Mr. Strems, I was asking you about
23 meetings between and with firm lawyers and
24 staff at their respective offices.

25 Do you have those?

1 A. Yes.

2 Q. Do you attend any of those office
3 specific meetings, as well as firm-wide
4 meetings?

5 A. Yes, I do.

6 Q. Are practices and educational
7 training done at any of these firm-wide or
8 office specific meetings?

9 A. Yes, sir.

10 Q. How regularly, within the Strems Law
11 Firm, do the lawyers in respective offices
12 meet to discuss their ongoing dockets and
13 cases?

14 A. Well, I would break that down as
15 follows: In terms of litigation team
16 meetings, those tend to happen -- those happen
17 on a weekly basis depending on the team.

18 However, there are some teams that choose to
19 do them biweekly or maybe on a monthly basis.

20 In terms of interoffice meetings, I
21 would say we do our best to do those on a
22 quarterly basis. But without a doubt, we can
23 at least get at least two of those in every
24 year.

25 Q. Do you attempt to make certain that

1 your lawyers comply with Bar educational
2 requirements?

3 A. Yes. Yes, of course.

4 Q. Is it a concentration of the firm to
5 suggest or require that lawyers include
6 litigation-related topics in their CLE,
7 continuing legal education requirements?

8 A. Yes. We certainly ask them to
9 include that as part of their CLEs.

10 Q. How many, if you've been able to
11 identify, cases or clients do you, the firm,
12 handle on a yearly basis, your annual client
13 caseload?

14 A. I would say, annually, approximately
15 9,000.

16 Q. Have you been able to obtain from
17 your office staff how many cases you, the
18 Strems Law Firm, has handled in the last,
19 let's say, since 2016 when the first of the
20 Bar's allegations are raised?

21 A. Since 2016, I would say maybe had 17
22 to 18,000.

23 Q. Have you been able to determine
24 whether those cases on an annual basis, or
25 over the course of the last four years, those

1 cases are spread evenly throughout the state
2 of Florida?

3 A. I would say they are, yes.

4 Q. Does the firm practice in most of the
5 circuits in Florida?

6 A. Yes.

7 Q. Are your clients situated in those
8 respective circuits throughout Florida?

9 A. Yes, sir.

10 Q. It sounds as though some clients are
11 not in the vicinity of one of your actual
12 offices, if they're spread out across Florida.

13 A. Okay.

14 Q. How is the firm keeping contact with
15 clients who may not be in the region where an
16 actual office exists?

17 A. Well, the firm, as a whole, we have a
18 client concierge team. They consist of about
19 15 to 20 staff members. They are led by an
20 attorney.

21 And part of their role is -- well,
22 their role is really twofold. They try to
23 proactively reach out to all of these clients,
24 regardless of location, give them updates on
25 the cases, address their concerns. And, of

1 course, react to client questions or concerns
2 as they come up, and filter those calls to the
3 appropriate attorney.

4 Q. Does the law firm have a protocol for
5 maintaining contact with clients, existing
6 clients?

7 A. Yes. We try to make contact on at
8 least a biweekly basis.

9 Q. Your case involves a number of
10 discrete allegations of matters that have led
11 to sanctions or some allegations of improper
12 litigation conduct.

13 Is that fair to say?

14 A. Yes, sir.

15 Q. In the firm, is there a method or a
16 protocol whereby a lawyer who is the subject
17 of a claim that might involve professional
18 failings, failings to comport with discovery
19 or a subject of an order to show cause or
20 contempt, to have those matters presented to
21 and reviewed by supervisory lawyers?

22 A. Yes. I would say anytime something
23 of that nature occurs, whoever the handling
24 party was, we'll try to get together with
25 managing attorneys and we sit down and we talk

1 about it.

2 Q. In every instance that you were aware
3 of a lawyer, a lawyer in the Strems Law Firm
4 being the subject of a complaint, not a formal
5 Bar complaint, but an allegation that the
6 conduct was not professional, is that matter
7 attended to by the firm?

8 A. Yes, always.

9 Q. Are any matters involving lawyers who
10 have been, and I'm using a colloquialism,
11 called on the carpet or complained of in
12 litigation swept under the rug?

13 A. No, sir.

14 Q. Is there a system in your firm to
15 assist lawyers in remedying whatever conduct
16 is deemed to be a failing or a failure by an
17 opposing counsel or a Judge?

18 A. Yes, there is.

19 Q. Is the nature of the first-party
20 plaintiff practice such that the defendants,
21 the people who -- the parties who oppose you
22 are limited in number?

23 A. They are limited in number? I would
24 say that they are not limited in number.

25 Q. The defendants are primarily

1 insurance companies?

2 A. Oh, pardon me. I misunderstood your
3 question.

4 Yes, they are limited in numbers.

5 Q. Do you, in the course of litigation
6 at the Strems Law Firm, see the named
7 defendant insurance companies routinely?

8 A. Yes, that is correct.

9 Q. Do you see many of the same defense
10 lawyers representing the insurance companies
11 routinely?

12 A. Yes, I do.

13 Q. Is it fair to say that in your
14 practice there are insurance defense firms
15 that regularly represent particular insurance
16 companies?

17 A. Yes, sir.

18 Q. And in that type of practice, is
19 there any effort on the part of the Strems Law
20 Firm to deal with insurance companies on a
21 larger-than-individual case-by-base basis?

22 A. Could you please clarify that
23 question for me.

24 Q. Has the Strems Law Firm come across
25 practices by insurance companies that appear

1 to be prevalent from case to case, general
2 ways a particular insurance company operates?

3 A. Yes.

4 Q. Has the Strems Law Firm, if you are
5 aware, attempted to discuss with an insurance
6 company lawyer a wide array of cases to try to
7 obtain a -- I'll call it a global resolution
8 or a multi-case resolution?

9 A. Yes, sir.

10 Q. Does that involve communication with
11 defense lawyers who represent an insurance
12 company in a wider array of cases?

13 A. Yes, it does.

14 Q. Have you been -- has the Strems Law
15 Firm been successful in having that kind of
16 effort to reach global resolutions of certain
17 kinds of cases?

18 A. Yes, we have.

19 Q. Can you give Judge Denaro an example
20 of what that might involve.

21 Can you remember any specific
22 situation where you tried to resolve -- the
23 firm tried to resolve a global set of cases on
24 a particular issue?

25 A. Yes, sure. Typically the way that it

1 would work is it's generally one insurance
2 company that will approach us with a laundry
3 list of cases and we will sit down and try to
4 resolve it.

5 Q. Is the Strems Law Firm the only law
6 firm, not individual lawyers, that handles
7 first-party plaintiff insurance claims in
8 Florida?

9 A. No, sir. There are many of us.

10 Q. And is it fair to call your firm, 20
11 to 30 lawyers and 100-plus staff members, a
12 medium size firm?

13 A. I would say so, yes.

14 Q. Are you aware of similarly sized
15 firms in the state of Florida that do the kind
16 of practice that you have described?

17 A. Yes.

18 Q. Do you sometimes work collegially
19 with those firms?

20 A. On occasion.

21 Q. Do you sometimes work competitively
22 with those firms; meaning they're competition
23 for you and your type of practice?

24 A. Yes, that is correct.

25 Q. Are there larger -- I'll call them

1 large law firms in the state of Florida, that
2 also handle first-party insurance plaintiffs'
3 practice?

4 A. Yes.

5 Q. Can you give us an example, a name of
6 a couple of them, if you know, law firms?

7 A. I think the perfect example would be
8 Morgan & Morgan.

9 Q. Morgan & Morgan?

10 A. Yes.

11 Q. That law firm does a wide array of
12 consumer-related litigation?

13 A. That's correct.

14 Q. More so than just first-party
15 plaintiffs' insurance?

16 A. Yes, that's correct.

17 Q. Have you learned from your experience
18 with the Strems Law Firm that the marketing
19 approach that you use is similar to marketing
20 of legal services done by other consumer-based
21 plaintiffs' law firms?

22 A. Yes, I think so.

23 Q. It's perhaps your view that you do it
24 better than some, but is it fair to say that
25 the methodology to market a law firm through

1 the Internet, through electronic means, is
2 available to any lawyer or law firm that wants
3 to make use of that?

4 A. Yes, that is correct.

5 Q. From a technological point of view,
6 do you stay abreast of the technology to
7 assist your clients in marketing your
8 professional legal services?

9 A. Yes.

10 Q. As part of your practice, the Strems
11 Law Firm practice, does the firm get contacted
12 by potential clients who are not in the
13 business of needing a case, a first-party
14 insurance plaintiff's case resolved?

15 A. Yes.

16 Q. Do you take on those cases, even
17 though the Strems Law Firm is not focussing on
18 non first-party plaintiffs' insurance cases?

19 A. It does depend on the case.
20 Sometimes we will. Sometimes we won't.

21 Q. And if you don't, do you provide any
22 direction or assistance to that consumer who
23 needs legal services or wants legal services?

24 A. Yes. Typically they will ask if we
25 can make a recommendation and we do our best

1 to comply with that request.

2 Q. Are your clients -- strike that.

3 Do you have an understanding of the
4 demographics of your clients, not regionally
5 around the state, but the type of client by
6 heritage, by national origin, you have?

7 A. Yes. I would say our clients come
8 from all walks of life, all backgrounds, all
9 ethnicities.

10 Q. Do you have lawyers in the firm able
11 to communicate with clients in their native
12 language?

13 A. Yes.

14 Q. For example, do you have lawyers in
15 the firm, not staff member, lawyers, who speak
16 Spanish?

17 A. Yes, we do.

18 Q. How many lawyers, if you know, in
19 your firm speak Spanish?

20 A. Out of our current number of lawyers,
21 I would say probably 21 to 22 of them do.

22 Q. Do you have staff members who speak
23 Spanish?

24 A. Yes.

25 Q. Do you have clients who speak other

1 languages as their first language?

2 A. Yes, we do.

3 Q. How are you able to communicate with
4 those clients who speak a different language,
5 not English or Spanish?

6 A. Well, typically, primarily in South
7 Florida, that third language tends to be
8 Creole. We do have an attorney and some staff
9 members that are fluent in Creole as well.

10 Q. And is it fair to say that English,
11 Spanish and Creole are the majority of
12 languages spoken by your respective firm
13 clients?

14 A. Yes, sir.

15 Q. In addition to the lawyers who speak
16 a second or a third language, do you have
17 staff members?

18 A. Yes.

19 Q. You mentioned having a team that
20 regularly communicates with your clients.

21 A. Yes.

22 Q. Does that team include members who
23 speak the language of the client?

24 A. Yes.

25 Q. Have you found that having a lawyer

1 or a staff member who knows and speaks the
2 first choice language of a client is helpful?

3 A. Yes, extremely helpful.

4 Q. In connection with the firm's
5 practice, is it part of what the lawyers and
6 staff members do, to help educate the clients
7 about what dealing with an insurance company
8 is like?

9 A. Yes.

10 Q. Do you find that in the Strems Law
11 Firm practice insurance companies attempt to
12 reach out to the client to convince a client
13 not to utilize the services of a lawyer?

14 A. Unfortunately, that has happened from
15 time to time, yes.

16 Q. Has that even happened when a client
17 has engaged the Strems Law Firm, that an
18 insurance company will reach out to them
19 anyway?

20 A. That has happened, yes.

21 Q. With regard to the suspension
22 petition, I'm now going to ask you some
23 questions about the petition and the motion to
24 dissolve, generally. And I'll ask you some
25 specific questions, but there are a lot of

1 things to cover.

2 So you've mentioned the array of
3 cases, how many you have pending at a given
4 time.

5 Has your firm been able to identify
6 an average length of time that a case pends
7 from opening to closing?

8 A. Yes. On average, I would say 18 to
9 20 months.

10 Q. 18 to 20 months, from start to
11 finish?

12 A. Correct.

13 Q. Are there some cases that take much
14 longer?

15 A. Yes, there are.

16 Q. And are there some cases that take
17 much less time?

18 A. Yes, sir.

19 Q. This is not intended to be a legal
20 term, but if you understand it, are there some
21 cases that the Strems Law Firm handles that
22 might be called the problem case or the
23 troublesome case?

24 A. I would say so.

25 Q. Is that something that you understand

1 to be unique to the Strems Law Firm practice,
2 that there are some cases that are abnormal,
3 difficult cases from hell?

4 A. I think so.

5 Q. I apologize if I used an incorrect
6 term, but do you understand what I'm asking?

7 A. Yes.

8 Q. When such a case, a difficult case,
9 comes across the Strems Law Firm or a case is
10 determined to be difficult, does the Strems
11 Law Firm have a system to try to assign a
12 lawyer who can assist, better assist, in
13 moving that difficult case through to
14 conclusion?

15 A. I would say so, yes.

16 Q. Is that part of the protocol and
17 practice of the Strems Law Firm?

18 A. Yes, sir.

19 Q. With regard to the petition itself
20 and some of the allegations, you're aware,
21 having read everything, that there is at least
22 a suggestion, and there were some questions
23 relating to the first witness, former Bar
24 president Schifino, about solicitation of
25 clients.

1 Do you remember some of those
2 questions and some of the suggestions in the
3 petition for suspension and documents?

4 A. Yes.

5 Q. Does the Strems Law Firm, as far as
6 you understand, comply with Bar rules
7 pertaining to client solicitation?

8 A. Yes, we do.

9 Q. Does the law firm, if you are aware,
10 attempt to use third persons to circumvent Bar
11 rules or regulations governing client
12 solicitation?

13 A. No, sir.

14 Q. Does the Strems Law Firm pay any
15 third persons, other than what the Bar rules
16 allow, for referral of cases or clients?

17 A. No, sir.

18 Q. Part of the allegations in the
19 emergency suspension and in the Bar's
20 supporting material involves an allegation of
21 some other litigation. I'll call it the
22 Orlando litigation or the Tallahassee
23 litigation that Mr. Schifino was questioned
24 about.

25 Are you familiar with those two bits

1 of litigation?

2 A. I am, yes.

3 Q. Is it fair to say that both of those
4 pieces of litigation are relatively new?

5 A. Yes, they are.

6 Q. There has been no fact development or
7 fact-finding, as far as you understand?

8 A. That is correct.

9 Q. Lots of allegations?

10 A. Yes.

11 Q. The Orlando law firm (sic) was
12 brought by a lawyer or law firm on behalf of a
13 plaintiff called Ortiz, correct?

14 A. Correct.

15 Q. Do you have any experience with that
16 lawyer or law firm representing that
17 plaintiff?

18 A. I do not. All I know about that
19 particular lawyer or law firm is that they
20 are, in fact, a competitor and they do
21 practice first-party plaintiffs as well.

22 Q. So that plaintiffs' lawyer who
23 brought the class action case in Orlando is a
24 law firm in competition with the Strems Law
25 Firm?

1 A. That is correct.

2 Q. Moving to Leon County, the
3 Tallahassee lawsuit that the Bar questioned
4 Mr. Schifino about --

5 A. Yes.

6 Q. -- who brought that lawsuit, if you
7 know it?

8 A. An insurance company by the name of
9 Citizens Insurance Property Corporation.

10 Q. Is that insurance company one of the
11 repeat defendants in Strems law firm cases?

12 A. Yes, that is correct.

13 Q. Is there, among the lawyers who do
14 first-party work, a generally held view of the
15 manner in which that insurance company defends
16 first-party cases?

17 A. Yes.

18 Q. That's called Citizens, you
19 mentioned?

20 A. Yes, sir.

21 Q. Is Citizens known as a very
22 aggressive, difficult to work with defendant?

23 A. Yes.

24 Q. Is that insurance company generally
25 known in the industry of which you

1 participate, the law firm segment, known as a
2 defendant that routinely attacks first-party
3 plaintiffs' lawyers?

4 A. Yes.

5 Q. Routinely brings motions for
6 sanctions against first-party plaintiffs'
7 lawyers?

8 A. That is correct.

9 Q. Is that insurance company, as a
10 defendant, known for being difficult when it
11 comes to comporting with discovery
12 obligations?

13 A. They can be, yes.

14 Q. Is that insurance company, as a
15 defendant, known for practices in litigation
16 of seeking sanctions against the plaintiffs'
17 first-party practice attorneys of record?

18 A. Yes.

19 Q. You mentioned, and there was some
20 questioning about complaints that are filed
21 with your name on them.

22 Do you remember some of those
23 questions?

24 A. Yes.

25 Q. And there is also some Bar material

1 that references your name being on complaints?

2 A. Correct.

3 Q. In connection with the time frame at
4 issue in the Bar's emergency suspension, the
5 18-month period of approximately 2016 to 2018,
6 just focussing on that.

7 Were you regularly the initiating
8 lawyer for your law firm's cases?

9 A. For a portion of that time period,
10 yes, I was.

11 Q. And for another portion?

12 A. I was not.

13 Q. In the time since the allegations in
14 the suspension dealing with 2016 to 2018,
15 there were some questions about practice since
16 that time, in the time since. So from late
17 2018 to the present, are you the initiating
18 lawyer on Strems Law Firm's cases?

19 A. I am not.

20 Q. The Bar -- I don't remember if they
21 showed a document or asked questions about the
22 civil cover sheet for a number of cases
23 identified in the emergency suspension as
24 having your name on it.

25 Do you remember that?

1 A. Yes.

2 Q. Did you attempt to identify what
3 caused your name to be part of a civil cover
4 sheet on the various cases the Bar referenced
5 in the emergency suspension petition?

6 A. Yes, I did. And we discovered that
7 for quite some time there was, in essence, a
8 stamp or electronic version of my signature
9 being utilized.

10 Q. And was that a law firm operational
11 practice?

12 A. It was during that time, yes.

13 Q. In cases where your signature
14 electronic function was used for civil cover
15 sheets, was a lawyer assigned to the Strems
16 Law Firm personally responsible for filing
17 each and every complaint?

18 A. Yes.

19 Q. Did each and every complaint filed by
20 the Strems Law Firm include a review and
21 approval by an actual lawyer who was assigned
22 responsibility of the case?

23 A. Yes.

24 Q. Does the firm refer to that lawyer as
25 the lead lawyer?

1 A. Yes.

2 Q. Do other lawyers over the course of
3 litigation assist that lead lawyer in various
4 cases?

5 A. Yes, that is accurate.

6 Q. Do you, on occasion, provide that
7 type of litigation assistance?

8 A. I do, every once in a while.

9 Q. There are some allegations in the
10 petition and in the supporting documents that
11 assert that almost all or nearly all of the
12 clients of the Strems Law Firm are Hispanic or
13 Spanish speaking.

14 Can you address that?

15 A. Yes. First and foremost, I would say
16 that is false. As I stated earlier, our
17 clientele come from all walks of life, all
18 backgrounds, all ethnicities.

19 Do we have Spanish speaking clients?
20 Yes, of course we do, but not exclusively.

21 Q. Is it fair to say that there really
22 is no particular demographic that is a
23 majority of your cases? It's spread across
24 all races, ethnicities and languages?

25 A. Right.

1 Q. Is part of that submission, the Bar
2 submission, that an allegation has been raised
3 that the Strems Law Firm pays appraisers for
4 work done with cases?

5 You're familiar with that allegation?

6 A. Yes.

7 Q. Is there any part of the firm's
8 relationship with appraisers that falls
9 outside of allowable Bar rules?

10 A. No, sir.

11 Q. Does the Strems Law Firm, on any
12 occasion, pay improper amounts to appraisers?

13 A. No, sir.

14 Q. Pay any unauthorized amount to any
15 vendor utilized to assist in the home repair,
16 that is the subject of the first-party
17 insurance claim?

18 A. No, sir.

19 Q. It is accurate, is it not, Mr.
20 Strems, that each of these lawsuits brought by
21 the Strems Law Firm involves a claim made by a
22 homeowner or an insured against an insurance
23 company for money due the homeowner or the
24 property owner?

25 A. That is accurate, yes.

1 Q. And does the Strems Law Firm initiate
2 a case in every single instance by filing a
3 lawsuit in which a homeowner seeks recovery
4 against an insurance company?

5 A. No.

6 Q. Does the Strems Law Firm advocate for
7 clients by pre lawsuit resolution with
8 insurance companies?

9 A. Yes, of course.

10 Q. Is the Strems Law Firm successful in
11 doing that?

12 A. Yes.

13 Q. Does it depend on the type of case
14 and who the insurance company defendant is?

15 A. I would say so, yes.

16 Q. Are there situations where efforts
17 to, pre complaint, resolve a case on behalf of
18 a client are unsuccessful?

19 A. Yes.

20 Q. Do those generally result in
21 litigation?

22 A. Yes.

23 Q. Of litigation cases, has the firm
24 been able to obtain an approximation of how
25 many outcomes are in favor of the client;

1 meaning the client has some prevailing
2 conclusion?

3 A. I would say 99 percent.

4 Q. Are there some cases, if it's
5 99 percent -- there are obviously some cases
6 that do not work in favor of your client?

7 A. That is correct.

8 Q. And do those include some cases that
9 are dismissed outright on motions, motion for
10 summary judgment or dismissed voluntarily?

11 A. That is correct.

12 Q. Is it your view, based on your
13 understanding of the caseload, that such a
14 resolution is small in number?

15 A. Yes.

16 Q. Of cases that get litigated -- does
17 the firm go to trial on cases?

18 A. Yes.

19 Q. If you know, is there a way to
20 approximate, of the 9,000 cases the firm
21 handles on a yearly basis, how many cases get
22 resolved at trial?

23 A. Less than one percent.

24 Q. So that's a small number?

25 A. Yes.

1 Q. Most cases get resolved by some form
2 of settlement resolution?

3 A. That is correct.

4 Q. For the Strems Law Firm, does the law
5 firm get recovery, financial recovery, if the
6 client loses outright?

7 A. No.

8 Q. How does the Strems Law Firm receive
9 compensation for the first-party plaintiff
10 cases?

11 A. Via litigation or pre suit?

12 Q. Let's talk about litigation first.

13 A. Well, litigation, our firm computes
14 its fee one of two ways: Either attorneys
15 fees awardable from the insurance company,
16 under 627, or a percentage of the recovery.

17 Q. And on a percentage of the recovery,
18 is that called a contingent fee arrangement?

19 A. That is correct.

20 Q. Are you familiar with Bar rules on
21 contingency fees?

22 A. Yes.

23 Q. Does the Strems Law Firm comply with
24 Bar rules on contingency fees?

25 A. Yes, we do. As a matter of fact, the

1 maximum fee allowed by the Bar is 40 percent,
2 and our firm only charges 30.

3 Q. Does the Strems Law Firm obtain a
4 client-signed engagement agreement for each
5 and every case?

6 A. Yes, sir.

7 Q. Does the firm compile documentation
8 that accompanies the client engagement?

9 A. Yes.

10 Q. What is that documentation?

11 A. There are several documents. There
12 are certain intake questions. There's a
13 client questionnaire. We'll ask for a
14 mortgage authorization, as most of our clients
15 do have a mortgage. And I believe that is the
16 extent of it at the outset of a case.

17 Q. Does the firm, Strems Law Firm,
18 obtain copies of -- a copy of a driver's
19 license or other type of identification of the
20 client --

21 A. Yes.

22 Q. -- that has to do with some
23 identifier?

24 A. Yes, we do.

25 Q. Is that ordinarily kept in the client

1 file, paper or electronic?

2 A. Yes, sir.

3 Q. Are you aware, during the time frame
4 that we're dealing with -- so I'm going to
5 focus you, again, to 2016 to 2018, and then
6 I'm going to move to the contemporaneous time
7 period.

8 Are you aware of the Strems Law Firm
9 claiming to represent any person who did not,
10 in fact, engage the Strems Law Firm?

11 A. No, sir.

12 Q. I had asked you about compensation,
13 and you had mentioned the litigation
14 compensation. Let me ask you about the
15 non-litigation compensation, the cases that do
16 not result in the initiation of litigation.

17 How does the law firm get paid?

18 A. A percentage of recovery. Generally
19 25 to 30 percent.

20 Q. And that is also a contingency fee?

21 A. That is correct.

22 Q. And is that contingency fee governed
23 by and compliant with the Bar rules?

24 A. Yes, sir.

25 Q. Correct me if I emphasize, but it's

1 my recollection that in the operative Bar
2 papers and in the examination of Mr. Schifino,
3 the Bar addressed a case or two involving an
4 allegation that a client, a plaintiff, did
5 not, in fact, seek representation by the
6 Strems Law Firm.

7 Are you familiar with that?

8 A. Yes.

9 Q. Have you gone through every
10 allegation in the paperwork presented by the
11 Bar that deals with a claim or suggestion that
12 a client did not in fact, retain the Strems
13 Law Firm to investigate the facts?

14 A. Yes.

15 Q. Have you been able to reach any
16 conclusion with regard to each matter that the
17 Bar asserts the Strems Law Firm did not
18 actually have an attorney/client relationship
19 to identify the circumstances of that or those
20 matters?

21 A. Yes. I believe we have, yes.

22 Q. And are you able to determine from
23 information available in your file that the
24 Strems Law Firm was, in fact, engaged on each
25 and every one of those occasions?

1 A. Yes, sir.

2 Q. The Bar made an assertion that a
3 client claimed in -- it wasn't a deposition,
4 but on a transcript of some sort, that the
5 Strems Law Firm was not representing her.

6 Do you remember that circumstance?

7 A. Yes.

8 Q. Is that something that you
9 researched?

10 A. Yes, sir.

11 Q. There is a client case named Cameron
12 that the Bar submitted paperwork as supplement
13 to our motion to dissolve.

14 Are you familiar with the Cameron
15 matter?

16 A. Yes, sir.

17 Q. That's not a matter that was subject
18 to the Bar's emergency petition, correct?

19 A. That is correct.

20 Q. And that case involved, according to
21 the Bar, a contention and a transcript that
22 the client had no idea how and why the Strems
23 Law Firm was providing representation in a
24 lawsuit against the insurance company,
25 correct?

1 A. Correct.

2 Q. What did you determine to be the
3 documentable fact about the client retention
4 of the Strems Law Firm in the Cameron matter?

5 A. Well, Steven Cameron did, in fact,
6 hire our firm.

7 Q. Steven Cameron is a man?

8 A. Yes.

9 Q. The Bar referred to a woman.
10 Was that reference to the woman the
11 wife of Mr. Cameron?

12 A. That is correct.

13 Q. Did the Bar, as far as you understand
14 in looking through the supplemental material,
15 offer any documentation or information from
16 Mr. Cameron that, in fact, the Strems Law Firm
17 had been hired to provide representation
18 against an insurance company?

19 A. No, sir.

20 Q. Did the Strems Law Firm have
21 documentation of that engagement by Mr.
22 Cameron?

23 A. Yes.

24 Q. Was that a case in which the Strems
25 Law Firm actively sought recovery for the

1 Camerons; is that correct?

2 A. Yes, that is correct.

3 Q. And did that matter resolve
4 satisfactorily to the Camerons?

5 A. Ultimately it did, yes.

6 Q. There was a transcript in the Cameron
7 matter that was appended to the Bar's material
8 and a part of it read into the record.

9 A. Yes.

10 Q. Was anybody from the Strems Law Firm
11 part of that proceeding that led to the
12 transcript?

13 A. No, sir. As a matter of fact, what
14 the Bar is citing is a phone call, as a matter
15 of fact, and it was an ex parte communication
16 between the Camerons and Citizens.

17 Q. Was the Strems Law Firm or any lawyer
18 aware of such a conversation taking place?

19 A. No, sir.

20 Q. Is this an example of what you
21 referred to earlier of insurance companies
22 contacting insureds without the assistance of
23 the insured's lawyers?

24 A. Yes.

25 Q. Were you able to resolve or

1 straighten out any of the allegations raised
2 by the insurance company arising from that ex
3 parte, Strems lawyer not involved, recorded
4 conversation with one of the insureds?

5 A. Yes.

6 Q. And did you, in fact, determine that
7 the conversation, recorded and transcribed by
8 the insurance company, was, in fact, factually
9 not accurate?

10 A. That is correct.

11 Q. As far as you know today, has the Bar
12 taken any corrective action to correct the
13 record of the proceedings that the Bar
14 brought, the documentation the Bar brought, in
15 this particular litigation?

16 A. No, sir.

17 Q. Let me move on to another set of
18 allegations, to focus on the vendor area.

19 Are appraisers who do the kind of
20 work involved with first-party insurance
21 claims, regulated in any way by the state of
22 Florida?

23 A. I would say they are, yes.

24 Q. Are you familiar with licensing or
25 regulatory rules governing people who

1 facilitate evaluation of property damage for
2 homeowners?

3 A. Yes.

4 Q. Is there a phrase for that kind of
5 vendor or professional?

6 A. As in a title?

7 Q. Yes.

8 A. Yes. There are public adjusters.
9 There are general contractors, various
10 subcontractors.

11 Q. Are those types of vendors, public
12 adjusters, general contractors, licensed by
13 the state of Florida?

14 A. Yes.

15 Q. Subject to regulation?

16 A. Correct.

17 Q. Subject to a complaint process?

18 A. Correct.

19 Q. Could have their license taken away
20 if they violate the rules and regulations?

21 A. That is correct.

22 Q. Does the Strems Law Firm attempt,
23 when it can, to involve licensed professionals
24 in the work -- the actual rehab or corrective
25 work needed by homeowners?

1 A. Yes, sir.

2 Q. And does the Strems Law Firm rely on
3 those licensed professionals to exercise their
4 conduct in accordance with their allowable
5 scope of authorization?

6 A. Yes, sir.

7 Q. Are you aware of the Strems Law Firm
8 giving kickbacks or unauthorized compensation
9 to any licensed professional who is utilized
10 in any of these cases that the Strems Law Firm
11 files?

12 A. No, sir.

13 Q. With regard to unlicensed
14 individuals, repair people, handymen, are they
15 sometimes involved in rehabilitating damage to
16 property?

17 A. I'd say so, yes.

18 Q. Does the Strems Law Firm engage in
19 any way with kickbacks or unauthorized
20 compensation to unlicensed vendors?

21 A. No, sir.

22 Q. Does the Strems Law Firm give
23 referral fees to anyone who refers a case to
24 the Strems Law Firm that is not within the Bar
25 rules governing referral fees?

1 A. No, sir.

2 Q. How do you know that?

3 A. Well, because I certainly don't do
4 it, and I don't advocate that anyone at this
5 firm do it.

6 Q. When cases are resolved by the Strems
7 Law Firm, pre suit or litigation, is a
8 document in the nature of a closing statement
9 or a summary statement prepared?

10 A. Yes.

11 Q. Does that list all of the monies
12 involved in any particular client case?

13 A. Yes.

14 Q. Amount of money coming in from an
15 insurance company?

16 A. Correct.

17 Q. Amount of money going to the law
18 firm?

19 A. Correct.

20 Q. Amount of money for costs?

21 A. Correct.

22 Q. Amount of money for vendors who do
23 the repair work to the insurance company? Or
24 for recovery by the insurance company?

25 A. That is correct.

1 Q. Is that documentation or closing
2 statement given to the client?

3 A. Yes, sir.

4 Q. When the law firm pays any money out,
5 whether it be to the client or to a vendor, is
6 that on a law firm check?

7 A. That is correct.

8 Q. Is the check identifiable for a
9 particular client; meaning if you write a
10 check for \$10 to a vendor, the reference of
11 the client or case is made on that check?

12 A. Yes.

13 Q. Do you have staff members who
14 organize and collate all the expenses, as well
15 as income for each particular case and client?

16 A. Yes, sir.

17 Q. And is it your understanding that the
18 closing statement or closing documentation is
19 accurate, from an actual accounting point of
20 view?

21 A. Yes, sir.

22 Q. Is it your understanding that the
23 client approves the closing statement or
24 documentation of income and outgo?

25 A. Yes, sir, always.

1 Q. And once approved, the client is
2 forwarded the funds that would be considered
3 the settlement or the recovery funds?

4 A. That is correct.

5 Q. You mentioned the firm having a
6 client communication process that includes
7 regular communication with a client?

8 A. Yes.

9 Q. There is an allegation in part of the
10 Bar suspension petition that the firm, as a
11 practice, delays and extends litigation to run
12 up legal fees to obtain more money from cases.

13 Are you familiar with that
14 allegation?

15 A. I am, yes.

16 Q. Is that true?

17 A. That is absolutely not true.

18 Q. Does the firm, as far as you know
19 given your management responsibilities, have
20 an incentive to resolve cases earlier rather
21 than later, if in the client's best interest?

22 A. That is correct, yes.

23 Q. What is that incentive?

24 A. Well, you have a happy client and you
25 have a closed matter.

1 Q. How does the fee, the money to the
2 client and to the law firm get received, only
3 when the case is closed, resolved?

4 A. That is correct.

5 Q. Does the firm ever litigate a case,
6 of which you are aware, against the client's
7 best interest?

8 A. No, sir.

9 Q. There is an allegation in the Bar's
10 petition, that among the dilatory practices
11 includes a case or two, where the Strems Law
12 Firm had a dead client and did nothing to
13 bring that matter to anybody's attention.

14 Are you familiar with that?

15 A. Yes, sir.

16 Q. Did you attempt to identify what that
17 allegation or what those allegations were all
18 about?

19 A. Yes, sir.

20 Q. Do you have an answer to that
21 allegation, that the Strems Law Firm had a
22 dead client and withheld that information from
23 the Court and the parties?

24 A. Yes. Well, the information was not
25 withheld. As soon as it was brought to our

1 attention we, of course, disclosed it.

2 Q. Was there also a situation where an
3 allegation of dead client brought by an
4 insurance company was, in fact, false?

5 A. Yes.

6 Q. That the insurance company claimed
7 the elder had died when, in fact, the claim
8 was brought by the Junior?

9 A. That is correct.

10 Q. Was that a matter, as far as you
11 understood having investigated that, that it
12 was known or should have been known to the
13 insurance company before making an allegation
14 against the Strems Law Firm?

15 A. Yes.

16 Q. There is part of the allegations --
17 and I'm going to say it's focused on
18 Hillsborough County, and I think that's the
19 13th Judicial Circuit involving case
20 consolidation.

21 Are you familiar with those
22 allegations?

23 A. Yes.

24 Q. Let me just summarize just as a
25 preface. It's just meant to get you into the

1 questioning area.

2 The suggestion or allegation that the
3 Strems Law Firm filed multiple cases when, in
4 fact, it's only supposed to file a single
5 case, but it does the multiple cases to get
6 more fees, is that a fair understanding of
7 that allegation?

8 A. Yes, sir.

9 Q. The Strems Law Firm has a supervisory
10 lawyer in the Tampa office?

11 A. Yes.

12 Q. Is that lawyer a lawyer with
13 experience?

14 A. Yes.

15 Q. Has the Tampa supervisory lawyer
16 always had some significant amount of
17 experience?

18 A. Yes, sir.

19 Q. Have you had occasion to review cases
20 that involved multiple filings for a client?

21 A. Yes.

22 Q. Is it fair to say that there is a
23 valid, legal and factual reason for
24 instituting multiple cases, meaning multiple
25 case numbers for a single homeowner or a

1 single client?

2 A. Yes, sir.

3 Q. What is the explanation?

4 A. Well, there's a few reasons.

5 First and foremost, insurance
6 companies tend to assign separate claim
7 numbers to separate damages, to separate areas
8 of the same property. They require separate
9 reports, separate evaluations. When defending
10 these claims, they would raise separate
11 defenses, statute of limitation arguments.

12 Moreover, frankly, the rules allow
13 for it to be that way, and so consolidation is
14 not always proper.

15 Q. Have you familiarized yourself with
16 the related case rule or the consolidation
17 rule known as an administrative order in the
18 Hillsborough Circuit court?

19 A. Yes, sir.

20 Q. And you're aware that one of the
21 affiant Judges claims that the Strems Law Firm
22 violated the administrative order regarding
23 related cases?

24 A. Yes, sir.

25 Q. And that was Judge Barbas who made

1 that accusation?

2 A. Yes, that is correct.

3 Q. Have you actually looked at the
4 administrative order for related cases or
5 consolidation of cases?

6 A. Yes.

7 Q. Have you determined whether the
8 swearing Judge, the affiant Judge, correctly
9 quoted the administrative order?

10 A. I do not believe he did.

11 Q. And is it your understanding that the
12 administrative order, in fact, does not
13 contain an obligation on the part of a party
14 or lawyer to consolidate cases?

15 A. Yes, that's correct.

16 Q. And that the administrative order
17 says a Judge can sua sponte or on motion of
18 the parties consolidate related cases?

19 A. Right.

20 Q. Are you aware that the administrative
21 order in Hillsborough County requires for
22 consolidating the same parties and the same
23 legal issues involving the same core operative
24 facts?

25 A. Correct.

1 Q. Referring to a situation where
2 multiple cases are filed -- and if you need to
3 use a specific example, that's okay, but I'm
4 asking you generally.

5 A. Yes.

6 Q. Where an insurance company opens up
7 two different claim numbers, is it, from your
8 view as a first-party insurance plaintiffs'
9 lawyer, proper to initiate two separate cases?

10 A. It is not.

11 Q. Where an insurance company has
12 multiple claim numbers, what is the reason why
13 multiple claim numbers are used by the
14 insurance company, if you know?

15 A. Well, because they are separate
16 losses, separate -- different in time,
17 different in location, different in damages.

18 Q. And under such circumstances, are
19 those different case numbers appropriately the
20 subject of different lawsuits?

21 A. Yes.

22 Q. Does filing separate lawsuits, in
23 your experience, facilitate the insurance
24 company's handling of such claims?

25 A. Yes.

1 Q. Have you, in the course of your work
2 in this area, been the subject of complaints
3 by insurance companies when multiple claim
4 numbers are made the part of a single case?

5 A. Yes.

6 Q. And is it your understanding that
7 insurance companies, the ones who do this kind
8 of work, generally prefer claim numbers to be
9 specific to individual cases?

10 A. Yes, that is correct.

11 Q. And if there is a case that is, in
12 fact, the same case, raising the same --
13 involving the same parties with the same
14 claims, same damages, is it a practice of the
15 firm to have all those matters in a single
16 case?

17 A. Yes.

18 Q. Does the firm utilize multiple
19 filings involving the same insured for
20 different claims to increase the amount of
21 money the firm gets?

22 A. No, sir.

23 Q. There is a concept in the first-party
24 insurance practice that shows up in some of
25 the AIRS papers called assignment of benefits.

1 Are you familiar with that?

2 A. Yes, sir.

3 Q. Is the Strems Law Firm handling
4 primarily assignment of benefits cases?

5 A. No, sir.

6 Q. Does the Strems Law Firm, generally,
7 as a practice representing its clients,
8 recommend assignment of benefits for the
9 client?

10 A. It is our general policy to
11 discourage it.

12 Q. Why is that?

13 A. Well, they tend to complicate our
14 matters from time to time.

15 Q. You do -- does the firm get involved
16 in cases where insureds, homeowners, clients
17 have already engaged in a contract for
18 assignment of benefits?

19 A. Yes, and that is usually, almost
20 always the case.

21 Q. Meaning that if there is an AOB,
22 assignment of benefits, it comes before the
23 Strems Law Firm is even involved in any way?

24 A. That is correct.

25 Q. Once a client enters into an

1 assignment of benefits, is it difficult for
2 the client to back out?

3 A. Yes.

4 Q. Meaning the recipient of the
5 assignment of benefits tends to contest a
6 revocation of the AOB?

7 A. That is correct.

8 Q. In cases in which the Strems Law Firm
9 represents a client, do some clients first
10 learn of the Strems Law Firm through a vendor
11 as opposed to searching for a lawyer
12 initially?

13 A. Yes, yes.

14 Q. Are you aware that the Strems Law
15 Firm receives recommendations from vendors?

16 A. Yes.

17 Q. Sometimes licensed professionals?

18 A. Right.

19 Q. There is a set of allegations in the
20 moving papers about a company called
21 Contender.

22 Are you familiar with the company
23 called Contender?

24 A. Yes.

25 Q. What is Contender?

1 A. They're claims consultants.

2 Q. Claims consultants.

3 Do you have any financial
4 relationship with Contender, apart from any
5 involvement in an individual case?

6 A. No, sir.

7 Q. Is Strems Law Firm an owner or a
8 partner or a sharing of expenses and costs
9 with Contender?

10 A. No, sir.

11 Q. Do you have an understanding, in your
12 experience, whether Contender is contacted by
13 homeowners independent of going to a law firm?

14 A. Yeah, I'm sure that happens.

15 Q. And does Contender, as far as you
16 know, actively advertise its services?

17 A. I believe they do.

18 Q. Is the Strems Law Firm in any way
19 directly or indirectly involved in the
20 Contender advertising?

21 A. No, sir.

22 Q. Does Contender, if you are aware,
23 recommend the Strems Law Firm to some of its
24 clients?

25 A. Yes.

1 Q. Are you aware whether the Contender
2 organization exclusively recommends the Strems
3 Law Firm?

4 A. They do not.

5 Q. Have you been able to determine
6 whether in cases the Strems Law Firm pays any
7 money to Contender in any given client
8 relationship?

9 A. I'm sorry. I didn't understand that
10 question.

11 Q. Whether Strems writes a check or pays
12 money to Contender as a result of any cases?

13 A. Yes, yes.

14 Q. What is the, if you know, the
15 exclusive reason for writing such checks that
16 that's how the payments are made?

17 A. It is for work done in a particular
18 case.

19 Q. Does the Strems Law Firm pay expenses
20 or costs in any form, other than from the law
21 firm account?

22 A. No.

23 Q. No cash?

24 A. No.

25 Q. No Bitcoin?

1 A. No.

2 Q. No other form of money?

3 A. No, sir.

4 Q. No barter transactions?

5 A. No, sir.

6 Q. Part of the allegations include
7 discovery litigation problems in individual
8 cases.

9 When discovery problems are brought
10 to the attention of the firm, either through
11 motions or some other form, does the firm have
12 a mechanism to try to remedy the discovery
13 issues?

14 A. Yes.

15 Q. Part of the complaint about discovery
16 issues include what I'll describe as
17 plaintiffs or clients failing to be deposed,
18 failing to appear for deposition; is that
19 correct?

20 A. That's correct.

21 Q. And in addition to depositions, is
22 there a phrase used to refer to the client
23 being interviewed by the insurance company or
24 the insurance company's lawyer?

25 A. Is there a phrase?

1 Q. Is that an EUO?

2 A. Yes.

3 Q. What does EUO stand for?

4 A. That stands for examination under
5 oath.

6 Q. Is that a requirement that insurance
7 companies can impose on clients, insureds?

8 A. Yes, it is.

9 Q. Does the Strems Law Firm have a
10 practice or protocol to hinder or obstruct or
11 delay the insurance company's interview under
12 oath of clients?

13 A. No, sir.

14 Q. Are there situations where clients
15 are difficulty in sitting down for or
16 attending an EUO?

17 A. Yes. That happens from time to time.

18 Q. In connection with the handling of --
19 we've mentioned again the thousands of cases
20 you've handled.

21 Has the firm been able to identify a
22 raw number or a percentage of how often
23 discovery disputes arise that result in a
24 matter being brought to the Judge's attention?

25 A. I would say well under one percent.

1 Q. And of those, how many get brought to
2 a Judge's attention with issuances of orders
3 to show cause directly against the client or
4 the lawyer of record?

5 A. Less than half a percent.

6 Q. And in every and any of those
7 situations, is such a development brought to
8 the attention of a supervisory lawyer?

9 A. Yes.

10 Q. And to your attention?

11 A. Yes.

12 Q. The Bar has suggested, I'll use that
13 loosely, in its response in opposition to the
14 motion to dissolve that you are blaming
15 various case-related problems on your
16 subordinates, on the lawyers who work for you.

17 Is that what you've attempted to do
18 in seeking to dissolve the emergency
19 suspension?

20 A. No, sir.

21 Q. Do you ultimately, as the firm's
22 managing partner, adhere to the Bar
23 requirement that you are supposed to make
24 reasonable efforts to avail yourself of what's
25 going on in the firm?

1 A. Yes, sir.

2 Q. And do you try to do that?

3 A. Yes, of course.

4 Q. Have you ever, individually or
5 collectively, advised any of your subordinate
6 lawyers to engage in conduct that is contrary
7 to the rules of professional conduct?

8 A. No, sir, never.

9 Q. Have you ever directed or encouraged
10 your lawyers to act in a manner that you
11 understand to be contrary to the
12 administration of justice?

13 A. No, sir.

14 Q. Have you ever counseled, directed or
15 encouraged your lawyers to act in a manner
16 that is prejudicial to your clients?

17 A. No, sir.

18 Q. What type of -- strike that.

19 Did there come a time when the Strems
20 Law Firm was facilitated by a Bar entity
21 formerly known as LOMAS and now known as, I
22 believe, PRI to conduct a review of the law
23 firm?

24 A. Yes, sir. That was in early 2018.

25 Q. Is LOMAS, Law Office Management

1 Advisory?

2 A. That's correct.

3 Q. And did the Strems Law Firm have a
4 Bar expert professional review the Strems Law
5 Firm operation and management?

6 A. Yes, sir.

7 Q. And did the Florida Bar put together
8 a report?

9 A. Yes.

10 MR. KUEHNE: Your Honor, I don't
11 think it's necessary, but I'm asking for
12 clarification to present the report that
13 I'm referring to by putting it on the
14 screen, although I can do that if the
15 Court wants.

16 THE COURT: Which report are you
17 talking about, Mr. Kuehne?

18 MR. KUEHNE: I'm laying the
19 foundation, Your Honor, but in doing that,
20 I just wanted to inform the Court of what
21 my intention was, in case my intention was
22 not in keeping with the Court or the Bar's
23 thinking on this.

24 I am going to be entering the report
25 as a piece of evidence for consideration

1 by the Court. My plan was to submit that
2 as part of our wrap-up package so that I
3 can E submit it to the Court.

4 But if the Court requires me to do
5 that now, I could email it. Mr. Strems is
6 familiar with the report. I suppose the
7 Bar is familiar with the report.

8 I'm just going to ask him some
9 general questions about it, but I can put
10 it up on the share screen, if the Court
11 needs me to do that.

12 The Court: Mr. Womack, any
13 objection? I can't hear you. I see you
14 shaking your head. Hold on.

15 MR. WOMACK: No objection.

16 The Court: No objection, Mr. Kuehne.

17 BY MR. KUEHNE:

18 Q. So Mr. Strems, without showing you
19 the report, it will be part of the evidence in
20 this proceeding.

21 But you're familiar with what I'm
22 talking about, right?

23 A. Yes, sir.

24 Q. In fact, you reviewed it in
25 connection with these Bar proceedings?

1 A. Yes, I have.

2 Q. Did the Bar LOMAS conduct an
3 administrative management review of your law
4 firm?

5 A. Yes.

6 Q. Did your law firm cooperate with the
7 LOMAS expert in that process?

8 A. Yes, sir.

9 Q. Did you make any responsible person
10 available to LOMAS in fulfilling its function
11 of reviewing the law firm?

12 A. Yes, sir.

13 Q. The report -- you mentioned the
14 evaluation was in 2018.

15 There was a report, and that was
16 signed by Judith Equels, E-Q-U-E-L-S?

17 A. Yes, that is correct.

18 Q. And copied to Bar staff lawyers?

19 A. Yes.

20 Q. With that report, did Strems Law Firm
21 make lawyers, as well as professionals and
22 administrative people, available for speaking
23 to LOMAS about how the firm does its business
24 and operates its business?

25 A. Yes, sir.

1 Q. LOMAS, did the report make some
2 recommendations on how to improve the office
3 management?

4 A. Yes, it did.

5 Q. Did the law firm, did the Strems Law
6 Firm, make effort to implement the suggestions
7 or guidance and recommendations?

8 A. Yes, we did.

9 Q. Are those recommendations for
10 improvement items that the Strems Law Firm
11 continues to implement?

12 A. Yes, sir.

13 Q. Was one of the areas that the LOMAS
14 expert looked at involving deadlines and how
15 the firm handles deadlines in matters that it
16 deems such litigation practices as discovery
17 obligations?

18 A. Yes, sir.

19 Q. Did the Strems Law Firm make efforts
20 to improve how the law firm deals with
21 discovery on an ongoing basis, as well as
22 discovery when it's not timely?

23 A. Yes.

24 Q. Has the firm's procedures and
25 practices with regard to handling discovery

1 improved since that time?

2 A. Yes, significantly.

3 Q. And has that included involving
4 software that the firm ordered and
5 implemented?

6 A. Yes, sir.

7 Q. Has that included assigning staff
8 members to monitor and handle such matters as
9 dealing with Discovery calendaring and
10 obligations?

11 A. Yes, sir.

12 Q. Did it also include assigning lawyers
13 to be involved in that process, independent of
14 the actual case-specific lawyer?

15 A. Yes.

16 Q. Has it involved the Strems Law Firm
17 hiring, bringing on new people to help that
18 process?

19 A. Yes, sir.

20 Q. Has the Strems Law Firm declined to
21 implement any of the recommendations by the
22 Florida Bar simply because the Strems Law Firm
23 did not want to spend the money?

24 A. Oh, no, sir.

25 Q. Has the Strems Law Firm not brought

1 on lawyers or non-lawyer, staff, simply
2 because in following the LOMAS recommendations
3 because the law firm didn't want to spend
4 money on those personnel?

5 A. No, sir.

6 Q. You mentioned that the firm's
7 protocol and practices with regard to
8 monitoring and handling discovery has vastly
9 improved since then?

10 A. That is correct.

11 Q. Was the Strems Law Firm system broken
12 at that point, up to the 2018 recommendations?

13 A. Was it broken?

14 Q. Broken. Was it just not working at
15 all?

16 A. Well, I wouldn't say it wasn't
17 working at all. It certainly had some
18 deficiencies that we were able to identify and
19 correct.

20 Q. In your experience as a lawyer for
21 the period of time you've been practicing law,
22 do you have interaction with other lawyers or
23 law firms that do the kind of work that you
24 described?

25 A. Sometimes, yes.

1 Q. Is it fair to say that the type of
2 first-party plaintiffs' practice that you do
3 in relation to your knowledge of other law
4 firms doing the same kind of work is not
5 perfectly done on every occasion?

6 A. Yes.

7 Q. And are there situations where you
8 come into contact with some of the lawyers who
9 do the kind of work that you do, not
10 necessarily in your law firm, that you learn
11 that practices need to be improved by them, as
12 well as by your law firm?

13 A. Yes.

14 Q. Do you sometimes engage, not in
15 case-related conversations, but conversations
16 with other law firm lawyers about what they do
17 and what practices and software they implement
18 to better handle a large caseload?

19 A. Yes.

20 Q. Have you ever been informed or made
21 aware that the caseload the law firm handles
22 is considered to be too much for the amount of
23 lawyers in the law firm?

24 A. No, sir.

25 Q. Have you ever determined in

1 conversation with your lawyers at the firm
2 that the lawyers believe their caseload is too
3 much for them to handle?

4 A. No, sir.

5 Q. Have you on occasion determined that
6 cases need to be redistributed among lawyers
7 in the law firm?

8 A. On occasion, yes.

9 Q. Do you do that, if needed?

10 A. Yes, of course.

11 Q. Pardon?

12 A. Yes, of course.

13 Q. And is that something that you
14 discuss with your supervisory lawyers?

15 A. Yes.

16 Q. When you have identified the cases in
17 which there are discovery problems that are
18 brought to the attention of a Judge that
19 results in orders to compel or show cause
20 orders, have you determined whether those
21 numbers -- you reviewed any one of those
22 situations as being something the law firm
23 should strive not to have ever happen?

24 A. That is correct.

25 Q. And with regard to when it does

1 happen, do you or the law firm ever just
2 shrug, shake your head and say, "That doesn't
3 matter. We're going to ignore that?"

4 A. No, of course not.

5 Q. Or encourage your lawyers or staff
6 members or clients to not engage in
7 appropriate discovery exchanges?

8 A. No, sir.

9 Q. There have been a number of occasions
10 that the law firm has voluntarily dismissed a
11 case or sought to voluntarily dismiss a case
12 when there has been a discovery-related
13 problem.

14 Are you familiar with some of those
15 allegations?

16 A. Yes, sir.

17 Q. In those situations where a voluntary
18 dismissal is sought, is there any effort to do
19 something to disadvantage the client by
20 obtaining a voluntary dismissal?

21 A. No, of course not.

22 Q. Are there situations where the Strems
23 Law Firm has sought to voluntarily dismiss a
24 case where, in fact, the Strems Law Firm
25 believed that the case should be voluntarily

1 dismissed?

2 A. Yes.

3 Q. There are a number of occasions that
4 the Bar writes about and the Judge affiants
5 write about, where cases have been dismissed
6 by a Judge based on a motion or a sanction for
7 discovery problems?

8 You're familiar with those?

9 A. Yes, sir.

10 Q. On any of those occasions talked
11 about by the affiant Judges, were the events
12 that led to the dismissal, the discovery
13 events, a purposeful effort on the part of the
14 Strems Law Firm or you to hide information or
15 unfairly advantage a case?

16 A. No, sir.

17 Q. And each of those situations where
18 there was a dismissal entered by a Judge, did
19 the Strems Law Firm inform the client of the
20 result?

21 A. Yes.

22 Q. In those situations where a sanction
23 or dismissal was imposed, did the Strems Law
24 Firm in any way try to hide that disposition
25 from a client?

1 A. No, sir.

2 Q. Has it been your understanding that
3 the universe of defense lawyers who routinely
4 appear in these first-party practices is
5 relatively small?

6 A. Yes.

7 Q. You've mentioned you've seen many
8 defending lawyers for particular clients over
9 and over again?

10 A. Yes, that is correct.

11 Q. Is it your understanding that, among
12 the practices of these insurance companies, is
13 the compilation of information and the sharing
14 of information about cases and outcomes with
15 the various cases?

16 A. Yes.

17 Q. And that information, is it your
18 understanding, is often shared among the
19 defense lawyers?

20 A. Yes, sir.

21 Q. Have you become aware of situations
22 in which your lawyers who are handling a case
23 or you because you learned of it become aware
24 of the insurance defense lawyers essentially
25 reading from prepared materials of multiple

1 cases where discovery issues are presented or
2 raised to a Judge?

3 A. Yes.

4 Q. Within the law firm, is that
5 sometimes referred to as the Strems Law Firm
6 binder?

7 A. Yes.

8 Q. And are you aware that other law
9 firms that regularly do the kind of
10 first-party plaintiffs' work that you do and
11 the kind of volume that you do have been
12 subject to the same insurance defense
13 practices?

14 A. I'm not sure.

15 Q. There are a number of cases involving
16 sanctions directed against you personally.

17 You're aware of those in the Bar
18 materials?

19 A. Yes.

20 Q. Generally speaking, when there have
21 been sanctions imposed against you personally
22 or the law firm or the law firm's clients, are
23 those matters discussed among the law firm
24 professional staff and paraprofessional
25 staff?

1 A. Yes.

2 Q. And are efforts made to determine
3 what went awry?

4 A. Yes, of course.

5 Q. And to rectify that conduct?

6 A. Yes.

7 Q. Have you, on any occasion, you
8 personally, engaged in willful or deliberate
9 misconduct regarding the handling of a case or
10 the handling of discovery?

11 A. No, sir.

12 Q. Or engage in what was described as
13 contumacious conduct involving any of the
14 litigation that your firm has been involved
15 in?

16 A. No, sir.

17 Q. Are you aware of any of your law firm
18 members engaging in such deliberate or willful
19 conduct?

20 A. No, sir.

21 Q. Has the law firm made any internal
22 determinations with regard to its staff
23 lawyers as a result of the finding of
24 discovery violations or the imposition of
25 sanctions?

1 A. What do you mean by "determination?"

2 Q. Well, I want to have you be careful
3 about it. I don't want to necessarily have
4 this question answered in a way that might
5 provide negative information about any of your
6 staff members.

7 Obviously, if the Bar wants to
8 inquire specifically, you may have to answer
9 it. But I'm not looking for you to answer the
10 question in a way that identifies anybody on
11 your staff in a way that may be deemed
12 offensive or inappropriate.

13 But with regard to some of these
14 cases described in the Bar materials where
15 cases have been the subject of discovery
16 sanctions of some sort, has the firm done
17 anything, taken any action with regard to the
18 lawyers involved?

19 A. Yes.

20 Q. And does that include corrective
21 action, do better, protocols, changing lawyer
22 assignments?

23 A. Yes, that is correct.

24 Q. Has it also included what some might
25 consider to be some form of disciplinary

1 conduct?

2 A. Generally speaking, no.

3 Q. Has the law firm, in connection with
4 any of these cases that led to
5 discovery-related issues, made an evaluation
6 of the appropriateness of a lawyer for the
7 kind of work and skills needed for handling
8 these cases?

9 A. Yes.

10 Q. Has the law firm, on occasion,
11 reached an understanding with a lawyer that
12 this type of practice is really not for them?

13 A. Yes.

14 Q. And has the law firm done it in a way
15 to make opportunities more suitable, available
16 to a departing lawyer in the practice of law?

17 A. Yes.

18 Q. Now, one of the affiants is a Judge
19 named Judge Holder, correct?

20 A. That is correct.

21 Q. The other affiant is Judge Barbas?

22 A. That is correct.

23 Q. Have you personally appeared on any
24 occasion before Judge Holder, if you recall?

25 A. No, sir.

1 Q. Have you been the lead lawyer on any
2 cases, that you know of, that are assigned to
3 Judge Holder?

4 A. No, sir.

5 Q. Has Judge Holder entered any orders
6 or even made any request for you to appear
7 before him?

8 A. No, sir.

9 Q. Have you ever received any informal
10 communication from Judge Holder, as the
11 managing partner of the firm, regarding
12 practices by your firm lawyers?

13 A. No, sir.

14 Q. Have you, in the past, spoken to
15 Judges informally about how law firm lawyers
16 are doing in handling the cases?

17 A. Yes, I have.

18 Q. What are some of the reasons you've
19 done that?

20 A. Well, overall, simply just because I
21 want us to get better.

22 If there's ever any issue before a
23 particular Judge, be it big or small, I want
24 for us to address that and make improvements.

25 Q. The Bar petition has raised issues

1 that involve -- I'm going to call them by the
2 cases, and there were some questions about it
3 or maybe a Bar presentation about it in the
4 petition.

5 The Watson case and the Courtin case
6 --

7 A. Yes.

8 Q. -- you're familiar with those two
9 cases?

10 A. Yes.

11 Q. One is a Judge Lee case out of
12 Broward County?

13 A. That is correct.

14 Q. And the other is a Judge Echarte case
15 out of Miami-Dade County?

16 A. That is correct.

17 Q. In either of those cases, were you
18 lead counsel?

19 A. No, sir.

20 Q. In either of those cases were you a
21 counsel who did active work in the course of
22 the litigation?

23 A. In the course of the litigation, I do
24 not believe so, no.

25 Q. Are you aware whether in those cases,

1 your name appears on the docket of those
2 cases?

3 A. On the docket, perhaps.

4 Q. And if your name appears on the
5 docket, is that consistent with what you
6 described as your name appearing on complaints
7 or civil cover sheets?

8 A. Yes.

9 Q. Did either of those cases, the
10 Courtin or Watson case, result in sanctions
11 being imposed by you -- against you or your
12 law firm?

13 A. No, sir.

14 Q. There was some discussion about a
15 Judge Echarte statement of findings on the
16 record.

17 Do you recall that?

18 A. Yes, sir.

19 Q. And that had to do with an affidavit
20 in part that you submitted in that case?

21 A. That is correct.

22 Q. What was the purpose of that
23 affidavit in the Echarte case?

24 A. Well, in that particular case, the
25 affidavit was submitted to demonstrate to the

1 Court that it was, in fact, a genuine issue of
2 fact and that summary judgment was not proper.

3 Q. So it was an affidavit used in
4 response to a motion for summary judgment by
5 the insurance defense lawyer?

6 A. That is correct.

7 Q. Did you intentionally misstate any
8 information in your affidavit?

9 A. No, sir, not at all.

10 Q. Did you negligently misstate any
11 information in your affidavit?

12 A. No, sir.

13 Q. Do you believe your affidavit was
14 true and correct, as signed by you?

15 A. Yes, sir.

16 Q. Did you make efforts to be familiar
17 with the facts underlying the affidavit?

18 A. Yes.

19 Q. Were the facts accurately described
20 in your affidavit?

21 A. Yes.

22 Q. With regard to Judge Echarte's
23 statements on the record, were those
24 statements made in the context of any
25 fact-finding by the Judge?

1 A. No, sir.

2 Q. Was there an evidentiary hearing by
3 the Judge?

4 A. No.

5 Q. Did the Judge hold an evidentiary
6 hearing?

7 A. No.

8 Q. Did the Judge stay any further
9 proceedings pending review by the appellate
10 court of an appeal?

11 A. I believe so, yes.

12 Q. Do you believe that Judge Echarte
13 misunderstood the facts that gave rise to his
14 comments about the accuracy or completeness of
15 your affidavit?

16 A. I think so, yes.

17 The Court: Can I interrupt you for
18 one moment.

19 What letter is the affidavit? I
20 couldn't find the affidavit. I don't know
21 where the affidavit is.

22 MR. WOMACK: Your Honor, I believe
23 you might find it with the motion, Q1.

24 The Court: Q1?

25 MR. WOMACK: I think so.

1 The Court: Keep going Mr. Kuehne.

2 MR. KUEHNE: I have all these things
3 handy, but sometimes my reference to the
4 exhibits is not at my fingertips. Thank
5 you, Mr. Womack.

6 The Court: Go on.

7 BY MR. KUEHNE:

8 Q. Mr. Strems.

9 A. Yes.

10 Q. Since that proceeding, the Judge
11 Echarte proceeding took place, have you and
12 your lawyers made efforts to investigate what
13 is involved in that case, look at documents
14 and determine what the actual facts are?

15 A. Yes.

16 Q. And have you identified what you
17 believe may be the source of Judge Echarte's
18 concern about your affidavit?

19 A. I think so, yes.

20 Q. What is your best understanding --
21 Before I do that, you've not spoken
22 with Judge Echarte about this?

23 A. I have not, no.

24 Q. And if Judge Echarte schedules an
25 evidentiary hearing and your presence was

1 required or should be there, you would
2 participate in that hearing?

3 A. Yes, of course.

4 Q. What's your explanation of the
5 Judges' response reading your affidavit and
6 hearing the argument made that day by one of
7 your colleagues?

8 A. Well, it appeared to me -- it
9 appeared to all lawyers involved the issue
10 became one where the defense raised the issue
11 and made the argument that not every single
12 email exchange between myself and Homeowners
13 Choice's in-house counsel was attached to the
14 affidavit.

15 Now, yes, that's true that not every
16 single email was. However, defense also
17 submitted an affidavit where not every single
18 email was attached either. However, I feel as
19 though in my affidavit I -- in the e-mails
20 that I did attach, I was, in essence, able to
21 lay out their position, as well as my
22 position, in an effort to show the Court there
23 is a genuine issue of material fact and that
24 summary judgment was not proper.

25 Q. Did you determine that it appeared

1 the actual case timeline of events and the
2 defense lawyer's presentation of the timeline
3 differed?

4 A. Yes.

5 Q. Did your affidavit discuss efforts on
6 a global nature to resolve a regularly
7 recurring issue with that insurance company?

8 A. Yes.

9 Q. Did those efforts predate the actual
10 representation of the client?

11 A. In that particular case, yes.

12 Q. Right, in the Judge Echarte case.
13 And by the way, that's the Courtin
14 case?

15 A. Yes.

16 Q. Did your affidavit accurately
17 describe the timeline of communications
18 between you and the defense lawyer over trying
19 to resolve this more global issue?

20 A. Yes, it did.

21 Q. And Judge Lee, in Broward County,
22 that's the Watson case; is that right?

23 A. That is correct.

24 Q. Were you active counsel in the Watson
25 case before Judge Lee?

1 A. No, sir.

2 Q. Did you appear before Judge Lee in
3 person on any occasion in that case?

4 A. No, sir.

5 Q. Did you investigate that case after
6 the Judge Lee concern was raised?

7 A. Yes.

8 Q. Was that brought to your attention?

9 A. Yes.

10 Q. Did you investigate the facts and
11 circumstances of that case?

12 A. Yes, sir.

13 Q. What is your -- were you able to
14 reach an understanding or an explanation of
15 what happened in that case?

16 A. Yes. As I stated earlier, it appears
17 to have been the same issue. Defense made the
18 argument that I had not attached every single
19 email.

20 Judge Lee, he did not make any
21 factual findings of fraud or misconduct. He
22 did make some concerning comments as far as
23 why every single email was not there.
24 However, I felt that I provided more than
25 enough information. And if I recall

1 correctly, I believe that the defense did not
2 provide every single email either.

3 Q. Did that matter with Judge Lee
4 involve any evidentiary hearing at which time
5 evidence was presented?

6 A. No, sir, it did not.

7 Q. And had an evidentiary hearing been
8 ordered and your testimony was requested or
9 appropriate, would you have offered testimony
10 in explanation or in narrative?

11 A. Yes, of course.

12 Q. Was any referral to the Bar made by
13 Judge Lee or Judge Echarte involving you
14 arising from those two affidavit incidents?

15 A. Yes. I believe it was done by Judge
16 Echarte.

17 Q. Is that matter pending?

18 A. Well, that matter is part of the
19 petition.

20 Q. Part of the petition?

21 A. Right.

22 Q. Now, you mentioned that your law firm
23 has made various management practice changes
24 over time?

25 A. Yes.

1 Q. During the period of the issue in the
2 Bar's petition, 2016 to 2018, was that a
3 particular growth period for the firm?

4 A. Yes, it was.

5 Q. Is that a time when the type of
6 first-party practice that you, the Strems Law
7 Firm, practices was burgeoning or growing?

8 A. Yes.

9 Q. Is that a result of things happening
10 in various communities that led to an increase
11 in insurance claims?

12 A. Yes.

13 Q. And as a result of the growing of the
14 client base during that time, did the firm
15 attempt to get ahead of that growth by making
16 the changes necessary?

17 A. Yes, we did.

18 Q. And were you always successful in
19 doing that?

20 A. Most of the time, yes.

21 Q. Since that 2018 period with regard to
22 the various incidents identified in the Bar
23 petition and the supplemental materials, have
24 you or the Strems Law Firm in every single
25 case involved attempted to rectify the

1 situation and determine what went wrong?

2 A. Yes.

3 Q. In connection with the Bar's
4 emergency petition and the emergency
5 suspension, has the Strems Law Firm done
6 additional firm management activities or
7 undertaken additional firm management
8 activities?

9 A. Yes.

10 Q. What are some of those?

11 A. Well, we took the time to restructure
12 our firm's departments. We named -- we
13 basically had a discovery czar, if you will,
14 in every office. We made efforts to make sure
15 that every single litigation team, every step
16 had the proper protocol and understood what
17 deadlines they needed to calendar, what they
18 needed to stay on top of. I think we've done
19 a decent job.

20 Q. With regard to the filing of the
21 Bar's petition in this matter, did you engage
22 the services of any professionals, not to
23 represent you, but to deal with underlying
24 matters with the law firm?

25 A. Yes. As a matter of fact, before

1 this petition was filed on June 5th, we
2 contracted the services of retired Judge
3 Israel Reyes. We have brought him in to
4 consult on our practice, review our practices
5 and for him to make his recommendations.

6 Q. Is that intended to be an ongoing
7 process?

8 A. Yes, of course.

9 Q. As a result of the Bar's emergency
10 suspension, does that emergency suspension
11 impact other lawyers and law firm staff
12 members besides you?

13 A. Yes.

14 Q. What is that impact, if you can
15 describe it?

16 A. It impacts all of us.

17 Frankly, as soon as that petition was
18 filed on June 5th, all 150 of our employees
19 had their jobs at stake. They all -- there
20 exists the possibility that they may have to
21 find new jobs. And it's been a very difficult
22 few weeks, without a doubt.

23 Q. With regard to the engagement of
24 retired Judge Reyes, is that intended to be a
25 long-term matter for the firm?

1 A. Yes.

2 Q. Have you and your staff members
3 actively worked with former Judge Reyes in
4 implementing new practices and protocols?

5 A. Yes. We have already started the
6 process.

7 Q. Now, I'm almost done, but I notice
8 that I may not have finished something.

9 I'm going to go back to the 13th
10 Judicial Circuit, Hillsborough County matters.

11 I asked you about related cases and
12 the administrative order?

13 A. Yes.

14 Q. I moved too quickly from there.

15 Do you understand, within the
16 Hillsborough County Circuit, in addition to an
17 administrative order on consolidating cases
18 that involved the same parties and the same
19 claims, there is also a provision for related
20 cases?

21 A. Yes.

22 Q. Is it your understanding that the
23 administrative order does direct attorneys to
24 notify the Court if there are related cases...
25 (Audio lost.)

1 Do you need me to repeat the
2 question, Mr. Strems?

3 A. Yes. You got cut off for a second.

4 The Court: Hold on a second. I hear
5 wind from a car. Do you hear that wind?

6 Natasha? Now there's an echo. Hold
7 on. My bailiff is in the courtroom.

8 Repeat your last question. Your last
9 question was attorneys to notify the
10 Court.

11 I don't think he heard your last
12 question. If you can repeat it.

13 BY MR. KUEHNE:

14 Q. Mr. Strems, with regard to the
15 administrative order in Hillsborough County
16 court, do you understand there to be a related
17 cases administrative order?

18 A. Yes.

19 Q. That includes an obligation on the
20 part of an attorney to notify a Court when
21 there are related cases?

22 A. Yes.

23 Q. Did the Strems Law Firm, if you are
24 aware, comply with that administrative order?

25 A. Yes, we did.

1 Q. Is it your understanding that related
2 cases are actually defined in that
3 administrative order?

4 A. Yes.

5 Q. To be same parties and same legal
6 issues?

7 A. That is correct.

8 Q. If the Strems Law Firm had any
9 multiple cases that involved the same parties
10 and the same legal issues, was it a practice
11 or intention of the Strems Law Firm to notify
12 those as related cases?

13 A. Yes.

14 Q. In any of the circumstances that are
15 part of the Bar's petition and the judicial
16 affidavits were there any cases, separately
17 filed cases, that should have been notified as
18 related cases under the administrative order?

19 A. Not that I'm aware of.

20 Q. And is it your -- strike that.
21 You have reviewed various cases
22 pending in the 11th -- in the 13th Judicial
23 Circuit, Hillsborough County, to see if you've
24 had any multiple filings that should be
25 related; is that right?

1 A. Yes.

2 Q. Is that something just done by you?

3 A. No.

4 Q. Did you have your supervisory office
5 attorney and also staff go through your docket
6 of Hillsborough County cases?

7 A. Yes, that is correct.

8 Q. And did you determine that if a case
9 was not noticed as a related case, it was, in
10 fact, not a case that fell within the
11 definition of a related case?

12 A. That is correct.

13 Q. As far as you know, in every single
14 instance?

15 A. Yes.

16 Q. Even if the case did involve the same
17 insured and the same insurance company?

18 A. Correct.

19 Q. And why under the specific definition
20 of that administrative order would that not be
21 a related case?

22 A. Because it does not involve the same
23 legal issue.

24 Q. Meaning the claim involved a
25 different claim?

1 A. Correct.

2 Q. Also, to close on this point, there's
3 an assertion with regard to consolidated or
4 lack of consolidating cases that some cases
5 involved the same property, the same home, but
6 there are different plaintiffs, even though
7 the damage claim involves the same home.

8 Are you familiar with that?

9 A. Yes.

10 Q. How is that possible that there are
11 different cases involving different
12 plaintiffs, even though the property, a home
13 for example, is owned by a client?

14 A. Well, I believe you're referring to
15 AOBs or assignment of benefits.

16 In those circumstances, you can very
17 well end up with two different lawsuits with
18 same parties and the same claim.

19 The homeowner assigns the benefit of
20 the dry out services to the dry out company.
21 And typically that dry out company will file a
22 lawsuit to enforce their own AOB.

23 Q. And that's filed as a separate
24 lawsuit?

25 A. Yes, that is correct.

1 Q. In the situation that you've
2 described, is the Strems Law Firm the lawyer
3 for both the client, the homeowner and this
4 AOB party?

5 A. No.

6 Q. So would the Strems Law Firm have any
7 control over the multiple filings in that
8 situation?

9 A. No, sir.

10 Q. Judge Barbas' affidavit refers to a
11 law firm called the Fernandez Trial Firm?

12 A. Yes.

13 Q. You're familiar with that portion of
14 his affidavit?

15 A. Yes.

16 Q. Is the Fernandez law firm part of the
17 Strems Law Firm?

18 A. No, sir.

19 Q. Is the Strems Law Firm populated --
20 strike that.

21 Is the Fernandez Trial Firm populated
22 by lawyers at the Strems Law Firm?

23 A. No, sir.

24 Q. Are those, in fact, two distinct law
25 firms?

1 A. Yes.

2 Q. Are they related financially or
3 organizationaly?

4 A. No, sir.

5 Q. Does the Strems Law Firm have any say
6 in the handling of cases by the Fernandez
7 Trial Firm?

8 A. No, sir.

9 Q. On the flip side, does the Fernandez
10 Trial Firm have any say in the handling of
11 cases by the Strems Law Firm?

12 A. No, sir.

13 Q. And Judge Barbas describes in his
14 affidavit the Fernandez Trial Firm as being a
15 firm related to the Strems Law Firm.

16 Are you aware of that?

17 A. Yes.

18 Q. Is there any fact that gives rise to
19 a claim?

20 A. No, sir.

21 Q. Is there any relationship at all,
22 other than perhaps being lawyers admitted to
23 practice in the state of Florida?

24 A. Well, only that once upon a time Mr.
25 Fernandez was employed at our firm. However,

1 he then decided to resign and start his own
2 practice.

3 Q. So he, is it fair to say, was one of
4 the lawyers who learned this area and struck
5 out on his own?

6 A. Correct.

7 Q. So you know him?

8 A. Yes.

9 Q. Do the two of you engage in any
10 compact or act complicitly to bring cases in
11 violation of the law?

12 A. No, sir.

13 Q. Do you share fees with the Fernandez
14 Trial Firm?

15 A. No, sir.

16 Q. Do you bring on the Fernandez Trial
17 Firm as a colleague in your cases?

18 A. There have been some cases where Mr.
19 Fernandez will co-counsel with us for trial
20 purposes.

21 Q. And in those situations, is the
22 co-counseling arrangement a matter of record?

23 A. Yes.

24 Q. Is there any relationship, of any
25 kind, with the Fernandez Trial Firm that you

1 or the Strems Law Firm have attempted to hide
2 from a client or opposing counsel or a client
3 itself?

4 A. No, sir.

5 Q. Other than when the Fernandez Trial
6 Firm is brought in as an of-record co-counsel,
7 are there cases handled by the Fernandez Trial
8 Firm, if you are aware, that should be brought
9 as one unified case with the Strems Law Firm?

10 A. No, sir.

11 Q. In such cases, does the Fernandez
12 Trial Firm represent different parties?

13 A. This is correct.

14 Q. With different complaints and
15 different claims?

16 A. Correct.

17 Q. Different causes of action and
18 different recoveries?

19 A. Correct.

20 Q. The Bar submitted supplemental
21 materials involving four cases.

22 A. Yes.

23 Q. So that you understand --

24 MR. KUEHNE: And Your Honor, I want
25 the Court to be aware that it's Mr.

1 Strems' position that it's not proper for
2 the Court to consider matters that are
3 outside of these proceedings.

4 Having said that, since Mr. Strems is
5 a witness, I will ask him about those
6 cases with the view that I would probably
7 have to recall him when the Bar submits
8 any position regarding those cases. But
9 my position is that the Court should not
10 consider these four additional cases.

11 With that in mind, will the Court
12 allow me to proceed?

13 The Court: Yes.

14 BY MR. KUEHNE:

15 Q. So Mr. Strems, just to remind you,
16 four cases. One of them is Robinson; is that
17 correct?

18 A. That's correct.

19 Q. There is an allegation that the Bar
20 has made that this is the same stuff that's
21 going on in Robinson.

22 Do you understand that general
23 accusation?

24 A. Yes, I do.

25 Q. Have you had a chance to look at your

1 materials pertaining to the Robinson case?

2 A. Briefly, yes.

3 Q. Are the circumstances of the Robinson
4 case being evaluated by the lawyers in your
5 office?

6 A. Yes.

7 Q. And are efforts being made to reach
8 out to the client or obtain information from
9 the client?

10 A. Yes, that has been done.

11 Q. Have the circumstances raised in the
12 Bar's contention about the Robinson case been
13 the result of any intentional conduct on your
14 part or the part of your law firm?

15 A. No, sir.

16 Q. And have those circumstances been
17 such that you or the law firm attempted to
18 hide, mislead, delay or obstruct?

19 A. No.

20 Q. And by the way, that case started in
21 2015; is that right?

22 A. I believe, so, yes.

23 Q. And that's now been pending for five
24 years?

25 A. Yes.

1 Q. That's an unusually long amount of
2 time for a case depending on your firm's
3 expertise?

4 A. Yes, it is.

5 Q. Is the Robinson case one of those, as
6 you've identified previously, one of those
7 difficult cases?

8 A. Yes, it is.

9 Q. Is the lawyer primarily assigned to
10 the Robinson case a lawyer with some
11 substantial experience in the practice of
12 doing first-party plaintiffs' work?

13 A. Yes, sir.

14 Q. The next case is a Clay case?

15 A. Yes.

16 Q. That's a 2017 case?

17 A. Yes.

18 Q. And the case involves an order, a
19 certain finding that a client failed to
20 disclose all payments.

21 Is that your understanding?

22 A. Yes, sir.

23 Q. Is that outcome any matter that the
24 law firm was aware of at the time, a client
25 not providing all sources of recovery?

1 A. No, sir.

2 Q. When that information was brought to
3 the law firm's attention, did the law firm
4 attempt to rectify that?

5 A. Yes.

6 Q. Did you make -- you and the law firm
7 make efforts to determine the accuracy of
8 client information?

9 A. Yes.

10 Q. Are there occasions where the firm
11 has not gotten full and complete information
12 from the client?

13 A. Yes, there are.

14 Q. If and when that happens, does the
15 firm have a protocol or a process for handling
16 that?

17 A. Yes.

18 Q. What is the practice?

19 A. Well, first and foremost, I advise
20 the client that if they are not forthcoming
21 and if there is information that is missing,
22 that can be harmful to the case.

23 We evaluate every case on a
24 case-by-case basis. And in some instances, it
25 makes sense to withdraw from representation or

1 perhaps a client just comes to the conclusion
2 that they would like to dismiss their matter.

3 Q. Are those determinations made in the
4 best interest of the client if the firm can't
5 represent the client's best interest?

6 A. Yes, always.

7 Q. And if the firm cannot provide
8 effective representation to the client under
9 particular circumstances, what does the firm
10 do?

11 A. The firm will move to withdraw.

12 Q. Does the firm make any effort to
13 counsel the client as to the client's
14 alternatives?

15 A. Yes.

16 Q. Or available remedies?

17 A. Yes.

18 Q. There's also a third matter. I
19 believe it's called Mojica.

20 A. Yes, sir.

21 Q. And the Bar has raised that as a more
22 recent matter.

23 Have you had occasion to investigate
24 that?

25 A. Briefly, yes.

1 Q. Have you made any effort to determine
2 what the firm's role and responsibility is in
3 that matter?

4 A. Yes.

5 Q. How do you explain that?

6 A. Well, in that particular case -- in
7 essence, that was the case where it came down
8 to the ex-wife's word versus the ex-husband.
9 Our firm represented the husband.

10 The wife, at some point in the
11 proceeding, came forward and offered
12 information contradictory to the husband, who
13 was our client.

14 The Court did, in fact, dismiss that
15 case.

16 However, there was a subsequent
17 hearing on motion for a 57105. And that
18 motion was actually held on June 5th, which
19 was the date of the filing of this petition.

20 On that particular day, it's my
21 understanding that the Court found there was
22 no wrongdoing on the part of our firm.

23 Q. Now, is that a case in which you were
24 active counsel?

25 A. No, sir.

1 Q. Were you -- did you appear at a
2 hearing in that case or give any argument or
3 evidence?

4 A. No, sir.

5 Q. And your name does appear in that
6 case file record?

7 A. That, I am not sure of.

8 Q. I think the last one is McKecron; is
9 that right? Am I pronouncing it right?

10 THE COURT: McKecron.

11 THE WITNESS: McKecron.

12 BY MR. KUEHNE:

13 Q. McKecron?

14 A. Yes.

15 Q. So that's the fourth item.

16 Were you lead counsel or active
17 counsel in that case?

18 A. I was not lead counsel.

19 Q. Was the lawyer assigned to that case,
20 in your view, competent to handle that case?

21 A. Yes, of course.

22 Q. Sufficiently experienced?

23 A. Yes.

24 Q. Did you have a chance to look at the
25 case file and your materials on the McKecron

1 matter?

2 A. Briefly, yes.

3 Q. And do you have an understanding of
4 what happened in that case?

5 A. Yes, I do.

6 Q. And what is that?

7 A. Well, generally speaking, that was a
8 case where, after much discussion with the
9 client and considerations regarding -- it's my
10 understanding considerations regarding the
11 validity of a PFS, I decided to go ahead and
12 proceed to trial. We did, in fact, go to
13 trial and we were able to obtain a verdict for
14 our client.

15 Q. Is that case now resolved?

16 A. It is not.

17 Q. What is pending now?

18 A. We are currently in fee litigation.

19 Q. Fee litigation. You prevailed for
20 your client and there's a dispute with the
21 insurance company over the amount of fees
22 you're entitled to?

23 A. There's a dispute as to entitlement
24 and amount.

25 Q. Is that a common occurrence in cases

1 that go to trial?

2 A. Yes.

3 Q. Meaning the insurance companies don't
4 usually part with a payment of attorney's
5 fees?

6 A. That is correct.

7 Q. The nature of -- strike that.

8 With regard to these various,
9 specific cases and accusations, is there any
10 practice of the law firm to obstruct an
11 insurance company's ability to get discovery
12 in any of the law firm's cases?

13 A. No, sir.

14 Q. Does the law firm often fight with
15 the insurance company over discovery, both
16 plaintiff obligations and defendant
17 obligations?

18 A. Sometimes.

19 Q. Is that seemingly an occurrence in
20 cases that are hard fought?

21 A. Yes.

22 Q. With regard to the method of
23 originating cases, does the firm have a
24 practice or intention to obtain cases on
25 behalf of individuals who do not intend to

1 hire the law firm?

2 A. No, sir.

3 Q. In every case that you've opened,
4 does the law firm have documentation that the
5 law firm was, in fact, engaged by the client?

6 A. Yes, sir.

7 Q. Are some of the law firm's client
8 engagements handled remotely, not involving a
9 client coming into the office to see a lawyer?

10 A. Yes, most of them.

11 Q. Is the firm able to utilize existing
12 technology to get the information needed and
13 discuss what is needed with the client?

14 A. Yes, sir.

15 Q. Among the diversity of clients you
16 have, does the firm have people, clients who
17 are both experienced in insurance matters, as
18 well as very inexperienced?

19 A. Yes.

20 Q. And when you deal with a client --
21 when the firm deals with a client who has
22 little experience with insurance companies, is
23 there a portion of the practice, whether it be
24 client communication or client management,
25 that has people available to explain the

1 process to the client?

2 A. Yes, of course.

3 Q. Is it your experience that some
4 clients find dealing with insurance companies
5 confounding and difficult?

6 A. Yes.

7 Q. Does the law firm attempt to
8 facilitate the client's understanding?

9 A. Yes, sir.

10 Q. If this petition for emergency
11 suspension was resolved with a modification
12 imposed by the referee, Judge Denaro, are you
13 amenable to modifications in your practice
14 that will help assure the Bar, the referee and
15 the Florida Supreme Court that the type of
16 conduct that is at issue is not a practice
17 that is likely to repeat itself?

18 A. Yes, of course.

19 Q. And would that include subjecting the
20 firm to supervision and oversight by somebody
21 who is responsible for making reports to the
22 referee, if that is requested?

23 A. Yes.

24 Q. And include any additional LOMAS or
25 PRI evaluation of the law firm structure?

1 A. Yes.

2 Q. And including a review of every
3 single case that is pending on the Strems Law
4 Firm docket to determine the status and
5 whether anything is potentially awry?

6 A. Yes, sir.

7 MR. KUEHNE: Your Honor, one moment.

8 I believe I've finished my examination.

9 Let me just review my notes.

10 THE COURT: Take your time.

11 BY MR. KUEHNE:

12 Q. One last area, Mr. Strems.

13 A. Yes.

14 Q. You do understand that Rule 4-5.1
15 obligates managing lawyer to have
16 responsibility for subordinate lawyers,
17 correct?

18 A. Correct.

19 Q. How have you generally at the law
20 firm attempted to discharge your
21 responsibilities under the Florida Rules of
22 Professional Conduct as a managing law firm
23 lawyer?

24 A. Well, generally speaking, I
25 participate in implementing procedures and

1 policies for all our attorneys.

2 Q. How about with regard to conduct
3 involving cases where a case doesn't go
4 according to best practices?

5 What do you do to exercise your
6 management responsibilities?

7 A. Well, as I stated earlier we --
8 whatever lawyers are involved in that
9 particular case, we will get together with
10 management. We will sit down and talk. We
11 will talk about it and take whatever measure
12 we deem necessary.

13 Q. Have you made an effort to, as the
14 practice has evolved in connection with the
15 time frame we're dealing with, to actively
16 learn of conduct that is questionable in
17 specific cases?

18 A. Yes.

19 Q. And have you made any effort to
20 identify the reasons for that conduct, as well
21 as implement corrective measures?

22 A. Yes.

23 Q. Have you, on any of the circumstances
24 that underlie the Bar's complaint -- the
25 petition, I'm sorry -- engaged in any

1 purposeful failure to identify misconduct or
2 improper practices on the part of your law
3 firm?

4 A. No, sir.

5 Q. And have you, when matters are
6 brought to your attention, tried to
7 effectively and promptly rectify or repair
8 those matters?

9 A. Yes.

10 Q. Is that a part of your everyday
11 practice as the managing administrative lawyer
12 in the office?

13 A. Yes, sir.

14 MR. KUEHNE: Your Honor, just one
15 last moment.

16 THE COURT: Okay. This is going to
17 be, obviously, an appropriate time for
18 everybody to take a break. We're going to
19 eat something. I hope everybody has
20 brought some food. We're going to take a
21 comfort break probably maybe for about 40,
22 45 minutes or so.

23 But let me ask the litigants, because
24 the time is now 3 o'clock, and I'm just
25 trying to get an idea, reasonably, as to

1 when we think we will be done with this,
2 so I can see how far we're going to go
3 into the evening. I'd like to discuss
4 with everybody what their evening
5 schedules are like.

6 It doesn't look like we'll be
7 concluding within a normal 9:00 to 5:00
8 period today; am I right or wrong, Mr.
9 Kuehne and Mr. Womack?

10 MR. WOMACK: At this point, I think
11 you're probably right. I have the cross
12 of Mr. Strems and then the direct of the
13 two Judges, which I think will be at least
14 an hour between them.

15 THE COURT: And then examination of
16 Mr. Kuehne of the witnesses also. So
17 we're nowhere near the conclusion of the
18 hearing. All right.

19 Just for, I think, scheduling
20 purposes then, let's maybe govern
21 ourselves until about 6 o'clock or so this
22 evening where there will be a logical
23 break and then everybody can regroup
24 tonight, and then we will start, not at
25 9:30 tomorrow, but when I normally start

1 the calendar, at 9 o'clock.

2 So Kayla, if you're listening to me,
3 we're going to need a clerk then for the
4 entire day again tomorrow. We're going to
5 reserve the entire day in my courtroom.
6 You and Vincent will be in my courtroom.
7 I'll be in my chambers. Hopefully we'll
8 conclude the litigation tomorrow. We'll
9 be hopeful that matters will be concluded
10 by the close of business tomorrow. I
11 think that's a more realistic estimate of
12 how long it's going to take to do this.

13 Do you think so, Mr. Womack and Mr.
14 Kuehne? Do you think that's about right?

15 MR. WOMACK: Yes, Your Honor.

16 MR. KUEHNE: Yes, Your Honor.

17 THE COURT: Okay. We'll reconvene at
18 3:50. Thank you.

19 (Thereupon, a recess was taken, after
20 which the proceedings continued as
21 follows:)

22 THE COURT: We're back on the record.
23 The time is now 3:50.

24 Is everybody here that needs to be
25 here? I see Mr. Strems and Mr. Kuehne and

1 Mr. Womack.

2 MR. WOMACK: Ready when you are,
3 Judge.

4 THE COURT: We're going to pick up
5 with Mr. Strems' testimony. Mr. Womack,
6 you're up.

7 CROSS EXAMINATION

8 BY MR. WOMACK:

9 Q. Mr. Strems, first of all, are you
10 aware you're still under oath?

11 A. Yes, sir.

12 Q. I'd like to ask some general
13 questions about the Strems Law Firm.

14 Does the Strems Law Firm have
15 executives?

16 THE WITNESS: I'm sorry, Judge. Give
17 me one second.

18 Can you please clarify what you mean
19 by "executives?"

20 BY MR. WOMACK:

21 Q. Well, let me put it this way: Does
22 the Strems Law Firm have any staff holding
23 themselves out as executives?

24 A. As executives, I would say no.

25 Q. If someone referred to the quote,

1 unquote, management of the Strems Law Firm,
2 can you tell me who that would be referring
3 to?

4 A. Specifically or position-wise?

5 Q. Both.

6 A. Well, I would say in our Tampa office
7 we have Jonathan Drake. In our Orlando office
8 we have Hunter Patterson. They are the
9 managing lawyers in those offices. Here in
10 Miami we have Cecile Mendizabal. She is a
11 managing attorney for us here. And then as I
12 stated earlier, all of your team leads are
13 supervisory lawyers.

14 Q. Has the firm ever held a retreat of
15 any kind for attorneys or staff?

16 A. A retreat specifically, no. Have we
17 done group events, yes.

18 Q. How does timekeeping -- strike that.
19 Do the attorneys in your firm keep
20 their own times?

21 A. They are asked to, yes.

22 Q. Do they enter their times into
23 timekeeping software?

24 A. Specifically into timekeeping
25 software, no.

1 Q. Does someone do that for them?

2 A. It's done in our database in terms of
3 note taking, but it's not a formal timekeeping
4 software such as a -- I'm sorry, the name
5 escapes me. Is it Time Matters or Time Slips?
6 It's something of that sort.

7 Q. So who puts together your firm's
8 invoices, your bills?

9 A. Whomever the lead lawyer or associate
10 lawyer is on a particular case, that is who
11 will put together the bills.

12 Q. And does that same attorney review
13 invoices before they go out?

14 A. Yes.

15 Q. And that includes their own time,
16 maybe a subordinate's time, staff time, et
17 cetera?

18 A. That's correct.

19 Q. Who keeps the books for the Strems
20 Law Firm?

21 A. We have an accounting department.

22 Q. So it's in-house?

23 A. Yes.

24 Q. So does the Strems Law Firm retain
25 external accountants?

1 A. On occasion we have hired an outside
2 consultant, yes.

3 Q. So let's say the firm receives a bill
4 for overhead, like utilities or rent is due or
5 something like that.

6 Whose attention does that get sent
7 to?

8 A. That will generally get sent to --
9 you want the individual's name?

10 Q. Please.

11 A. Cynthia Montoya.

12 Q. And is she the one who cuts the
13 checks and sends it out, pays online.

14 A. She can do that, yes.

15 Q. If the firm has to pay a monetary
16 sanction, to whose attention is that brought?

17 A. Same person.

18 Q. And Ms. Montoya arranges the payment?

19 A. Yes, sir.

20 Q. If the firm incurs expenses to a
21 third-party in the course of litigation, who
22 at Strems Law Firm would receive and review
23 that bill?

24 A. The accounting department.

25 Q. And they would make payment?

1 A. That is correct.

2 Q. Would the same process apply to a
3 bill or invoice from Contender Claims?

4 A. That is correct.

5 Q. How many cases at the Strems Law Firm
6 is Contender Claims involved in?

7 A. I'm not sure.

8 Q. Hundreds, thousands?

9 A. I would say -- yeah, I would say
10 thousands, yes.

11 Q. Contender Claims, you say, serves
12 your firm in a capacity as a loss consultant;
13 is that right?

14 A. That's correct.

15 Q. Do you use any loss consultants more
16 frequently than Contender Claims?

17 A. More frequently -- perhaps as
18 frequently, but maybe not more frequently.

19 Q. Who would that be?

20 A. We have various loss consultants.
21 There's quite a few that we use. For example,
22 I can think of a name. I can think of Rafael
23 Leyva. He's a general contractor. We have
24 utilized his services quite a bit. Allied
25 Building Consultants. There's a few.

1 Q. What about Let Us Claim, a company
2 named Let Us Claim?

3 A. We have worked with them in the past,
4 yes.

5 Q. How many cases, how many Strems Law
6 Firm cases is AIRS involved in?

7 A. I'm not sure.

8 Q. Thousands?

9 A. Likely north of a thousand, yes.

10 Q. Do you use any other remediation
11 company more frequently than you use AIRS?

12 A. I want to clarify that we don't use
13 any remediation company. That is typically
14 hired by the client on their own.

15 Q. Let me rephrase that.

16 In the universe of Strems Law Firm
17 cases, do the clients retain AIRS more
18 frequently than other remediation companies?

19 A. I'm not sure. More frequently?

20 Q. Sure.

21 A. As a whole, I would say no.

22 Q. Let's move on.

23 If the firm receives a Bar complaint,
24 whose attention is that brought to?

25 A. The attorney for which the Bar

1 complaint is directed to.

2 Q. Does it get brought to your
3 attention?

4 A. Ultimately, yes.

5 Q. Anyone else?

6 Does it get brought to, say, Cynthia
7 Montoya?

8 A. Sometimes yes.

9 Q. Does the firm have in-house counsel,
10 for itself I mean?

11 A. We have outside counsel.

12 Q. Does the firm have an intake
13 department?

14 A. We do, yes.

15 Q. Is that the same as the client
16 concierge's department?

17 A. There is some overlap, yes.

18 Q. But they are different?

19 A. Yes.

20 Q. Different. Okay.

21 So can you tell me what your intake
22 department does, in general terms?

23 A. Gather information from the client,
24 ask certain questions, get them the client
25 questionnaire, gather any documentation that

1 the client may have and address their
2 concerns.

3 Q. And how is this department staffed?

4 A. In terms of numbers, as to how many?

5 Q. Yes, yes.

6 A. I'd say there's probably -- the
7 intake department is probably somewhere
8 between 10 to 15 people.

9 Q. Are they overseen by an attorney?

10 A. Generally speaking, yes.

11 Q. Is it the same attorney?

12 A. No.

13 Q. Which attorneys serve as your
14 attorney for your intake department?

15 A. Well, we have a couple of pre suit
16 lawyers.

17 Q. Can I have their names?

18 A. Sure. We have Karina Rubios and we
19 have Carlos Camejo.

20 Q. Mrs. Rubios sometimes litigates cases
21 for Strems Law Firm; is that right?

22 A. Not anymore, no, sir.

23 Q. But she has in the past?

24 A. In the past, yes.

25 Q. What about Carlos Camejo?

1 A. He never has, not to my knowledge.

2 Q. So the intake department is in charge
3 of opening Strems Law Firm's files, right?

4 A. That's correct.

5 Q. Now, how is a file opened?

6 Can you describe that process for me?

7 A. Well, it consists of data entry. The
8 information is entered into our database and
9 the file is created.

10 Q. Prior to June 9th of this year, did
11 Strems Law Firm accept any new clients via
12 telephone?

13 A. Prior to June 9th, yes.

14 Q. Would that be essentially the same
15 process with your intake attorneys speaking
16 with the client via telephone and taking that
17 information and entering it into the system?

18 A. Right.

19 Q. Prior to June 9th, 2020, did Strems
20 Law Firm accept any new clients via a website?

21 A. Yes, sir.

22 Q. What website?

23 A. Hirestremslaw.com.

24 Q. I would like to bring your attention
25 -- now I'm about to show you a document, but

1 I'm going to represent to you, and I think
2 you'll recognize it, that it's, in fact, an
3 image taken from a website. Bear with me.

4 Do you see this document?

5 A. Yes.

6 Q. Up at the top, does it say
7 "Hirestremslaw.com?"

8 A. Correct.

9 Q. Does this document appear to be an
10 accurate visual representation of the
11 Hirestremslaw website?

12 A. Not entirely.

13 Q. In what ways?

14 A. The actual website looks quite
15 different. There's a color scheme in there.
16 It's generally not a white background, but
17 it's -- the information box is all part of the
18 website, yes.

19 Q. Those information boxes include
20 client name, email address, phone number
21 insurance company, policy number, correct?

22 A. That's correct.

23 Q. And those stars denote that those are
24 required fields, correct?

25 A. That's correct.

1 Q. And then we move on to this next
2 page.

3 Property address, city, state, zip
4 code, type of loss, date of loss, damaged
5 areas.

6 Those are likewise required fields,
7 correct?

8 A. Correct.

9 Q. And looking down towards the bottom,
10 there's a space for a signature, correct?

11 A. Correct.

12 Q. And then there are two boxes?

13 A. Correct.

14 Q. The first box says, "By checking this
15 box, you affirm that you have thoroughly read
16 and understood the terms and conditions of the
17 retainer agreement provided herein. You
18 understand you're hiring legal counsel for
19 this matter, and you further understand you're
20 free to hire any attorney of your choosing,
21 but have chosen to retain Strems Law Firm, and
22 are doing so freely, knowingly and
23 intelligently. Moreover, you have done so
24 after speaking to an attorney with the firm."

25 Did I read that right?

1 A. Yes.

2 Q. And then there's a checkbox, which
3 signifies an agreement with the following
4 fraud statement, correct?

5 A. Correct.

6 Q. So can you tell me, what happens if
7 someone fills out -- well, prior to June 9th,
8 if someone filled out this form and submitted
9 it.

10 A. I don't understand the question.

11 Q. What would happen in the offices of
12 the Strems Law Firm if someone filled out this
13 form on Hirestremslaw.com and submitted it?

14 A. Well, if it was properly filled out
15 and submitted, we would receive a notification
16 and we would get in contact with an
17 individual.

18 Q. I see. So this website,
19 Hirestremslaw.com was freely available to the
20 public.

21 It didn't require a password or
22 anything like that; is that correct?

23 A. Correct.

24 Q. So an individual, prior to June 9th
25 of this year, could have gone to this website

1 on, say, a cellular phone or an electronic
2 tablet, correct?

3 A. Correct.

4 Q. I see. So what efforts do you make
5 -- let me retract that.

6 What efforts do you make to ensure
7 that a potential client has submitted this
8 form after speaking to an attorney with the
9 firm?

10 A. Well, we make the effort to make sure
11 that every single client does actually speak
12 to an attorney.

13 Q. And in order for this form to be
14 submitted and a file opened at your office,
15 does someone have to check this box?

16 A. Yes.

17 Q. I'm going to set that aside for now.
18 Once a file is opened, is it assigned
19 to an attorney or a team of attorneys?

20 Let me rephrase it. Is it assigned
21 to an attorney or a team of attorneys?

22 A. Yes, to a department.

23 Q. How is that department chosen?

24 A. Well, if it is a pre suit matter, it
25 goes to the pre suit department.

1 If it is a litigation matter, it goes
2 to the litigation department.

3 Q. I see. Do you maintain relationships
4 with other first-party plaintiff firms, other
5 firms that do what you do?

6 A. Define a "relationship," please.

7 Q. Sure. Let's see. Another firm that
8 you're cordial with or social?

9 A. Truth is I don't really socialize
10 with any of them. Are we professionally
11 cordial with each other from time to time,
12 yes.

13 Q. Are you generally aware of the news
14 of the day in the world of first-party
15 insurance law?

16 A. I would say yes.

17 Q. Are you aware of any first-party
18 plaintiffs' firms who are being sued by the
19 Florida Department of Financial Services?

20 A. I am not.

21 Q. Is the Strems Law Firm being sued by
22 the Florida Department of Financial Services?

23 A. Yes, sir.

24 Q. What is the basis of that lawsuit?

25 A. It appears as though they are trying

1 to enforce a subpoena.

2 Q. Are there any other defendants in
3 that lawsuit?

4 A. I believe there are, yes.

5 Q. Who are those defendants?

6 A. I know that Contender Claims
7 Consultants is in there, and I believe that's
8 all.

9 Q. Are you aware of any other
10 first-party plaintiffs' firms who are being
11 sued by a class of their clients?

12 A. I am not aware of anyone being sued
13 by a class of clients, sir.

14 Q. Are you aware of any other
15 first-party plaintiffs' firms who are being
16 sued for civil RICO violations?

17 A. No, sir.

18 Q. Can you tell me if the firm is a
19 member of ILTA, that's the International Legal
20 Technology Association?

21 A. Not that I'm aware of.

22 Q. Is the firm a member of ARMA, which
23 is formally known as the Association of
24 Records, Managers and Administrators?

25 A. I don't believe so.

1 Q. Do you know if Strems Law Firm has an
2 inventory attorney appointed?

3 A. Yes.

4 Q. Can you tell me that individual's
5 name.

6 A. Marc Camelar.

7 THE COURT: Marc who, I'm sorry?

8 THE WITNESS: Pardon me, Judge?

9 THE COURT: What is the last name,
10 Mr. Strems?

11 THE WITNESS: Camelar.

12 THE COURT: Thank you.

13 BY MR. WOMACK:

14 Q. Marc Camelar is counsel of record in
15 this action, is he not?

16 A. He is.

17 Q. Is he also the registered agent of
18 Strems Law Firm?

19 A. He is, yes.

20 Q. Are you aware of the allegation --
21 let me retract.

22 I'd like to move on to a letter that
23 I believe Mr. Kuehne has already laid the
24 foundation for and you've spoken about quite a
25 bit.

1 Do you recognize this document?

2 A. Yes, sir.

3 Q. Can you tell me what it is.

4 A. That is the report provided to us by
5 Judith Equels.

6 Q. Okay. It's dated March 16th of 2018,
7 correct?

8 A. That is correct.

9 Q. I'll read the re line, "DDCS,
10 administrative management review, Florida Bar
11 file number 2016-70453."

12 Does this relate to a Bar complaint?

13 A. I believe in a way it does, yes.

14 Q. And that's what's referenced here
15 with this Bar file number, correct?

16 A. Likely, yes.

17 Q. And is it correct that this file was
18 opened in 2016?

19 A. I'm sorry, you got cut off there.

20 Q. Sure. Does it appear that this file
21 was opened in 2016?

22 A. Based on the date of the file number,
23 I would say, yes.

24 Q. I'd like to move through this
25 document a little. Bear with me.

1 Here on page four in this second
2 bullet point from the bottom, the text says,
3 "I recommend that the firm join ILTA,
4 International Legal Technology Association and
5 ARMA, formally known as American Records
6 Management Association, but is now an
7 international organization as well."

8 So both of these memberships were
9 recommended to you by the Florida Bar,
10 correct?

11 A. That is correct.

12 Q. But your testimony earlier was that
13 you are not a member of these organizations?

14 A. I am not aware that we are, in fact,
15 a member of either, that's correct.

16 Q. I'd like to move on to the following
17 page, the first full paragraph. It says,
18 "Your goal for this consultation was to
19 improve client relations, the firm's intake
20 process and acquire strategies for dealing
21 with uncooperative witnesses."

22 Is that a fair assessment of sort of
23 the purpose behind this consultation?

24 A. Yes, sir.

25 Q. And again, this was -- this

1 recommendation was issued on March 16th, 2018.

2 Have you had, since that time, any
3 other problems with client relations, intake
4 or uncooperative clients?

5 A. Probably have.

6 Q. I believe you were present for the
7 opening statements earlier, in which I
8 discussed case 14-0 in the petition, which is
9 the Brenda Rodriguez case. I'm going to bring
10 that up now.

11 Here we are in the order, and I'm
12 going to move down to paragraph four.

13 I brought this up earlier. I believe
14 you were present for this. Stop me if you
15 weren't. But here in paragraph four, the
16 Judge is discussing an October 3rd hearing at
17 which Ms. Rodriguez -- excuse me.

18 A November 5th hearing that the Court
19 took testimony from Mrs. Rodriguez and also
20 inspected a number of documents that she
21 produced.

22 Was it Ms. Rodriguez's testimony that
23 she did not, in fact, hire Strems Law?

24 A. I believe so, yes.

25 Q. In fact, it was also her testimony

1 that she did not authorize this lawsuit; is
2 that correct?

3 A. I would agree with that, yes.

4 Q. And it's also her testimony that her
5 signature on the retainer agreement with the
6 Strems Law Firm was forged; is that correct?

7 A. That is correct.

8 Q. And again, this is testimony given
9 November 5th, 2018, and the date of the DDOS
10 letter was March 16th, 2018; is that correct?

11 A. That is correct.

12 Q. Now, do you recall your testimony
13 about the Cameron matter earlier?

14 A. Yes.

15 Q. Cameron versus Citizens?

16 A. Yes.

17 Q. Wasn't it your testimony that this
18 was an instance of the insurer contacting your
19 client behind your back?

20 A. Well, my testimony was that this was
21 an instance of the insurer having contact with
22 my client. It appears as though on its face
23 it was the client that contacted the insurer.
24 That's how the insurance company presented the
25 discussion.

1 Q. I'd like to move on to that document
2 now. We've seen this before, Your Honor.
3 This is Exhibit 1, the supplement that was
4 filed Monday. And again, we're looking at
5 this motion to strike. And as I pointed out
6 earlier, this motion is based on a phone call
7 transcript, which appears as an exhibit. I'm
8 going to that now.

9 MR. WOMACK: So, Your Honor, for your
10 reference, we are on Exhibit A to Exhibit
11 G1.

12 BY MR. WOMACK:

13 Q. Mr. Strems, this appears to be a
14 transcript of a recorded phone call of Steve
15 Cameron; is that correct?

16 A. That's correct.

17 Q. I'd like to move on to the first
18 page. I'll read it into the record.

19 Line one, recorded phone call. Two,
20 by Kenny. Question: Good afternoon. Thank
21 you for calling Citizens. My name is Kenny.
22 How may I help you today?

23 So is it fair to say in this case
24 that your client contacted Citizens, correct?

25 A. Based on what we see on your screen,

1 yes.

2 Q. Now, do you recall the course of
3 litigation that his matter took after this
4 motion was filed?

5 A. Do I recall the course of litigation,
6 generally, yes.

7 Q. What happened next?

8 A. Well, this matter was ultimately
9 voluntarily dismissed.

10 Q. Okay. Let me back up a little bit.
11 Did Strems Law Firm file a response
12 to this motion?

13 A. I am unsure of that.

14 Q. I will represent to you that they did
15 not.

16 If it is your position, as you say,
17 that Mr. Cameron was, in fact, a client of
18 Strems Law Firm, why was a response not filed
19 to this motion saying precisely that?

20 A. Well, because Mr. Cameron and his
21 wife, in essence, requested that this matter
22 be dismissed.

23 Q. How did they request that?

24 A. Well, sir, they walked into our
25 office. They shared -- they discussed the

1 conversation with us that they had with
2 Citizens that was authorized by us. They were
3 very apologetic. As a matter of fact, they
4 even provided us with affidavits as to the
5 actual truth, as to what the truth is in this
6 matter regarding our representation. And they
7 requested that we dismiss the matter, and
8 that's exactly what we did.

9 Q. When was it dismissed?

10 A. That, I'm unsure of.

11 Q. So this motion was filed, we can see
12 here, June 19th of 2019, correct?

13 A. That is correct.

14 Q. Here's another document, and this is
15 the same style, same case, correct?

16 A. That is correct.

17 Q. And it's filed June 25th, 2019,
18 correct?

19 A. Yes.

20 Q. And it's a re-notice of taking
21 telephonic deposition duces tecum with
22 corporate representative pursuant to that
23 rule.

24 And if we look on the second page,
25 it's signed here by Christopher Narchet?

1 A. Yes.

2 Q. So a week after that motion accusing
3 your firm of instituting a sham pleading and
4 not actually representing your client, your
5 firm filed no written response, and instead
6 filed this; is that correct?

7 A. Based on what you are showing me,
8 yes.

9 Q. Here is a notice of evidentiary
10 hearing referencing the aforementioned motion
11 filed July 16th, 2019. And this is a motion
12 setting that -- excuse me.

13 This a notice setting that motion
14 for hearing, correct?

15 A. Yes.

16 Q. And the hearing date is Monday,
17 October 21st, 2019, right?

18 A. Right.

19 Q. And here we have the voluntary
20 dismissal you discussed; is that right?

21 A. That is correct.

22 Q. And that comes on October 18th, 2019,
23 correct?

24 A. That is correct.

25 Q. Did Mr. Cameron tell you to take that

1 deposition, the deposition we previously
2 discussed here?

3 A. Did he tell me to take it, no.

4 Q. Did he tell Strems Law Firm to take
5 it?

6 A. I'm not sure, sir.

7 Q. Why are you not sure?

8 A. Because I'm simply not sure.

9 Q. Were you present for -- you mentioned
10 a conversation earlier involving Mr. Cameron.
11 Were you present for that?

12 A. I was not.

13 Q. You seem to have a really good memory
14 of it.

15 Can you remember anything pertaining
16 to that conversation, anything you might have
17 heard second or third-hand?

18 A. No, sir. I don't have memory of the
19 actual conversation, because I was not
20 present.

21 However, I do have memory of the
22 affidavit that was executed and notarized.

23 Q. Why was that affidavit sent to your
24 attention?

25 A. Well, because yesterday the Florida

1 Bar filed a last-minute filing regarding this
2 matter, and naturally we took a quick look at
3 it and we found what we had in our file.

4 Q. Would you be willing to provide those
5 affidavits to the Florida Bar?

6 A. Absolutely.

7 Q. Now, we'll notice here --

8 MR. WOMACK: This is Exhibit G5, Your
9 Honor.

10 BY MR. WOMACK:

11 Q. -- notice of evidentiary hearing,
12 which sets yesterday as a hearing date for the
13 same motion we've been discussing; is that
14 correct?

15 A. If that's what's there, yes.

16 Q. Do you know if that hearing went
17 forward?

18 A. I have no idea, sir.

19 Q. I see. Who would know?

20 A. Whoever received this hearing -- this
21 notice of hearing, I suppose.

22 Q. I just want to get this timeline
23 right one more time.

24 Citizens' counsel files a motion
25 accusing your firm of carrying out a sham

1 pleading, and accusing your firm, among other
2 things, representing someone without their
3 authorization.

4 Strems Law Firm's response to that is
5 to take the corporate rep depo and dismiss the
6 case three days prior to the hearing on this
7 motion.

8 Is that the correct timeline?

9 A. Based on what you're presenting on
10 your screen, yes.

11 Is there likely more to that story,
12 as you're only presenting half of the story,
13 yes, that is very likely.

14 Q. And I might get the other half of
15 that story if I had those affidavits, right?

16 A. Possibly.

17 Q. Possibly, but not definitely; is that
18 correct?

19 A. I'm not saying that the affidavits in
20 and of themselves make the entire story.
21 There may very well be more to the story.

22 Q. Can you tell me why this was
23 dismissed without prejudice?

24 A. Well, I can only conclude that it was
25 dismissed without prejudice pursuant to the

1 client's request.

2 Q. Let me ask, what happens if Mr.
3 Cameron changes his mind and decides that he
4 wants to proceed against Citizens after all?

5 A. What happens?

6 Q. Yes.

7 A. I'm not sure how to answer that.

8 Q. Would he file a lawsuit?

9 A. I suppose he does have that recourse.

10 Q. Let's say that he hypothetically
11 filed a lawsuit.

12 Can you tell me what would happen
13 under Rule 1.420(d), the Florida Rules of
14 Civil Procedure?

15 A. I'm not sure.

16 Q. I'd like to read the last sentence of
17 that rule into the record.

18 "If a party who has once dismissed a
19 claim in any court of the state commences an
20 action based upon or including the same claim
21 against the same adverse party, the Court
22 shall make such an order for the payment of
23 costs of the claim previously dismissed, and
24 it may deem proper, and shall stay the
25 proceedings in the action until the party

1 seeking the permanent relief complies with the
2 order."

3 So from this rule, is it fair to say
4 that if Mr. Cameron wants to sue Citizens a
5 second time, which he's entitled to do, then
6 his case shall be stayed and he shall pay
7 costs for the prior case?

8 A. Based on the rule, yes.

9 Q. Was this discussed in that conference
10 that you were not a party to with the
11 Camerons?

12 A. I don't know.

13 Q. You don't know if perhaps Mr. Narchet
14 advised them of the consequences of the
15 dismissal?

16 A. I don't know. I was not present.

17 Q. I'd like to move on to another
18 document.

19 Do you recognize this document?

20 A. I do not.

21 Q. It appears to be a letter dated
22 February 7th, 2019, and it says, "Via email,"
23 Scot Strems, Esquire." Is that you?

24 A. That is me, yes, sir.

25 Q. But you don't recognize this letter?

1 A. I don't.

2 Q. Do you recognize the matter in the re
3 line?

4 A. Yes, I do.

5 Q. And that's one of your cases,
6 correct?

7 A. Correct.

8 Q. And by the way, before we move on,
9 who is Orlando Romero?

10 A. He is one of our attorneys.

11 Q. Was he counsel on this case?

12 A. He was.

13 Q. I'd like to read this first paragraph
14 into the record.

15 "As you are aware, this lawsuit
16 arises out of a roof leak and ensuing damage
17 that was initially reported by the plaintiff.
18 This matter is set on the Court's March 4th,
19 2019 trial docket. While Security First
20 believes that this case is defensible as a
21 business decision only, Security First is able
22 to extend \$40,500 restitution of this case or
23 indemnity. Fees will be determined at a
24 hearing on the same. This offer is being made
25 in light of the new \$32,952.88 estimate from

1 Allied, now being relied on by the plaintiffs
2 for the subject case."

3 Did I read that right?

4 A. Yes.

5 Q. You're saying you never saw this?

6 A. I'm saying I don't recognize it.

7 Q. You don't recognize it. Okay.

8 Can you tell me whether this offer
9 was communicated to the McKecons?

10 A. I don't know.

11 Q. You don't know?

12 A. I was not privy to that, no.

13 Q. How long have you been litigating?

14 A. In civil court, ten plus years.

15 Q. I'm speaking hypothetically here.

16 When a party makes your client a
17 settlement offer, they make that offer to you.

18 What do you do with that offer?

19 A. Well, you're asking me in general
20 terms?

21 Q. Yes.

22 A. You convey the offer.

23 Q. To the client?

24 A. Yes. You have a discussion with the
25 client, yes.

1 Q. And you're unable to tell me whether
2 this offer was, in fact, conveyed to the
3 client?

4 A. That is correct.

5 Q. Could Mr. Romero tell me?

6 A. Perhaps.

7 Q. Perhaps. Let's say hypothetically
8 that you had a client with the 30 -- excuse
9 me.

10 A case that had an estimate of
11 \$33,000 in damage, and you are offered \$40,500
12 in indemnity to your client alone.

13 What would you counsel your client to
14 do under those circumstances?

15 A. Well, Mr. Womack, that's very fact
16 sensitive.

17 If we're looking at it in a vacuum
18 and those are the only facts, then there's a
19 chance I might counsel the client to actually
20 accept that.

21 But now, this is in your
22 hypothetical.

23 Q. Sure.

24 A. Which is a very simplified
25 hypothetical.

1 Q. Okay. Let me ask this: What's the
2 difference between the hypothetical I gave you
3 and the transaction being proposed here in
4 this letter?

5 A. I'm not sure, sir.

6 Q. I see. So you're unable to tell me
7 the difference between the hypothetical I
8 proposed, that you characterized as simple,
9 and the actual facts of this case; is that
10 correct?

11 A. That is correct, yes. Because in
12 this particular case, it's a real life case.
13 There are many moving parts. There are many
14 issues to consider. It's tough to compare the
15 two.

16 Q. How frequently does Strems Law Firm
17 decline to accept offers of settlement that
18 exceed the client's demand?

19 A. How frequently? I'm not sure I can
20 answer that question.

21 Do you mean -- can you please clarify
22 your question.

23 Q. Certainly. And to be clear, I'm not
24 necessarily looking for a numerical answer.

25 A. Right.

1 Q. How often at Strems Law Firm do
2 attorneys counsel their clients not to accept
3 settlement offers in excess of their demands?

4 A. I would say, generally speaking, that
5 would occur very infrequently.

6 Q. Infrequently, but maybe it has
7 happened in other cases?

8 A. It's possible, but I couldn't say
9 either way.

10 Q. So this case, the McKecron case went
11 to trial, right?

12 A. That's correct.

13 Q. And you won, right?

14 A. That's correct.

15 Q. What was the verdict?

16 A. As in dollar figure?

17 Q. Yes.

18 A. I'm not sure.

19 Q. If I told you it was \$10,000, would
20 you believe me?

21 A. Would I believe you?

22 Q. Well, do you have cause to doubt me?

23 A. Do I have cause to doubt you?

24 In this particular question, I
25 suppose I do not have cause to doubt you.

1 Q. The McKecrons have this offer,
2 \$40,500 over the demand of \$33,000.

3 It was your firm's decision not to
4 accept that? Let me rephrase that.

5 Is it your understanding that your
6 firm counseled the McKecrons not to accept
7 that?

8 A. No, that's not my understanding.

9 Q. What is your understanding?

10 A. Well, you phrase it in a particular
11 way. You are limiting it to -- you are
12 asking me if our firm told this client to not
13 accept that. I can't simply agree to that
14 because I doubt that was the case.

15 Was there a discussion had? Were
16 there certain factors considered? Yeah,
17 absolutely. I'm sure there were. Is it
18 ultimately the client's call to make, yes.

19 Q. Are there any -- to your knowledge,
20 are there any written communications
21 discussing this settlement offer with your
22 client?

23 A. Not to my knowledge.

24 Q. Fair enough. This McKecron case,
25 it's still pending, right?

1 We said that earlier?

2 A. Yes, sir.

3 Q. And the resolution of a fee claim,
4 right?

5 A. That's correct.

6 Q. How much?

7 A. How much is our fee claim?

8 Q. Yes.

9 A. I'm not entirely sure. I know that
10 the number has evolved. I just don't know
11 where we're currently at now.

12 Q. Is it safe to say it's in excess of
13 \$300,000?

14 A. Well, are you asking about our fee
15 claim or defense?

16 Q. Yours.

17 A. I believe some time ago it was
18 \$300,000.

19 Q. For a \$33,000 loss; is that right?

20 A. That is correct, sir. And if I'm not
21 mistaken, the defense's fees and costs
22 exceeded ours.

23 Q. Now, would you construe this letter
24 as a proposal for settlement?

25 A. As I'm -- generally speaking, yes.

1 Q. What is a proposal for settlement?

2 A. I'm not sure I understand your
3 question.

4 Q. That's a term of art in the insurance
5 world, right?

6 A. Right.

7 Q. So please give me -- I'm asking you
8 if you can provide the definition of that term
9 of art.

10 A. Well, this appears to be what they
11 call a Dennis (phonetic) settlement offer.

12 Q. What happens in the event of the
13 proposal for settlement if the party to whom
14 the proposal is made fails to reach a certain
15 threshold of damages?

16 A. Well, generally speaking, assuming
17 that the proposal for settlement is a valid
18 one, there exists the possibility that the
19 receiver of that PFS may be on the hook for
20 fees and costs for the other party.

21 Q. I see. Let's assume for a moment
22 that this letter represents a valid proposal
23 for settlement for 40,500 --

24 A. Correct.

25 Q. If the matter proceeded to a jury

1 verdict of \$10,000, would that trigger the
2 proposal for settlement fee shifting against,
3 in this case, the McKecrons?

4 A. Based on your assumption and
5 generally speaking, that is a possibility.

6 Q. But to be clear, you're disputing
7 that this is a valid proposal for settlement?

8 A. Correct.

9 Q. So you're characterizing this
10 document that you don't remember; is that
11 correct?

12 A. Well, no, sir. I understood your
13 question to mean, if generally speaking -- in
14 this case, if we are taking the position that
15 there is not a valid PFS, to that, I would say
16 yes, that is our position.

17 Q. You gave testimony in the McKecron
18 case, right?

19 A. Yes, sir.

20 Q. I'd like to go to that now.

21 Is this the cover page of the
22 transcript, of that testimony?

23 A. Yes, sir.

24 Q. And it's given January 7th, 2020,
25 correct?

1 A. Yes, sir.

2 Q. I'd like to move a little bit into
3 the body of that.

4 MR. WOMACK: Your Honor, I'm sorry.
5 I'm pretty deep in the records here.

6 THE COURT: I have it. I'm
7 following. The page and line that
8 you're on, I'm following.

9 MR. WOMACK: Okay. Thank you.
10 Wonderful.

11 By MR. WOMACK:

12 Q. Let's go to -- bear with me. Here we
13 are.

14 This is page 38 of the transcript.
15 Now, the person deposing you is the Q and
16 you're the A in the transcript, right?

17 A. That is correct, yes.

18 Q. So the Q says to you, "You have a lot
19 of cases and you're managing a whole --

20 THE COURT: What line are you on?
21 I'm sorry, page 38. What line?

22 MR. WOMACK: 2.

23 THE COURT: Okay.

24 By MR. WOMACK:

25 Q. You have a whole lot of cases and

1 you're managing a whole firm. So is your
2 involvement on a day-to-day case, limited to
3 jumping in for strategy on a monthly basis?"

4 And you say you agree with that,
5 right?

6 A. Right.

7 Q. And then she follows up, "I don't
8 want to put words in your mouth. Do you also
9 become involved during trial?"

10 And then you ask, "Physically during
11 the actual trial?"

12 To be clear, do you typically get
13 involved physically at trial?

14 A. You're asking me, no, sir.

15 Q. And then she goes on, "Well,
16 preparing for trial."

17 Is that when you kind of jump back in
18 and you say, "Yes;" is that correct?

19 A. That is what I said, yes.

20 Q. And again, she's asking on a
21 day-to-day case, right?

22 A. That was two or three questions ago,
23 yes.

24 Q. And then she asks, "Are there any
25 other trigger points in a case where you, Scot

1 Strems, is going to get involved on a daily
2 claim?

3 And you say, "Negotiation."

4 She asks "Settlement?"

5 And you say, "Yes;" is that accurate?

6 A. That is accurate, yes.

7 Q. So you're testifying here that you
8 get involved on a daily claims at the
9 settlement phase, right?

10 A. Sometimes, yes.

11 Q. Thank you for clarifying that
12 testimony. I think I'd like to move on to a
13 different topic, one that we sort of got into
14 moments ago.

15 Can you tell me who Cynthia Montoya
16 is?

17 A. As in what is her title at the firm?

18 Q. Yes.

19 A. She's our chief operating officer.

20 Q. What do you understand her
21 responsibilities to be?

22 A. She manages various areas for us.

23 Q. Can you be more specific.

24 A. She helps manage staff. She will
25 help manage -- she will help in terms of

1 developing the firm, our technology, our
2 internal systems, things of that nature.

3 Q. To be clear, does she litigate for
4 you?

5 A. No, sir. She is not an attorney.

6 Q. She's not an attorney?

7 A. No.

8 Q. I see. Does she communicate with the
9 staff?

10 A. I would assume so, yes.

11 Q. By email?

12 A. Possibly.

13 Q. I would like to --

14 MR. WOMACK: Bear with me, Your
15 Honor. I'd to move to a different
16 document.

17 THE COURT: Are we done with these
18 Strem's depositions?

19 MR. WOMACK: Yes.

20 BY MR. WOMACK:

21 Q. Do you recognize this document?

22 A. Yes.

23 Q. Can you identify it for me.

24 A. It appears to be an email from
25 Cynthia Montoya.

1 Q. And this was sent Wednesday, June
2 10th of this year in the afternoon; is that
3 correct?

4 A. That is correct.

5 Q. This is the day after the Court
6 entered a suspension order; is that correct?

7 A. That is correct.

8 Q. I'd like to read this into the
9 record.

10 "Good afternoon, team members. I'd
11 like to provide you a positive update
12 regarding the strength of our team and the
13 fact that we will remain as strong as ever
14 before. I'll share that we are taking several
15 steps to ensure our entire team will remain in
16 place, and, as an organization, all of us will
17 continue to make a huge difference for our
18 clients. When a law firm is highly
19 successful, especially due to major win-wins
20 you've been a part of, too often other people
21 may try to create a disruption. Please know
22 that our executives will not allow for any
23 outsiders to have an influence that may impact
24 this law firm or our employees. It is
25 possible the current petition against Mr. Scot

1 Strems may result in doing business a
2 different way. However, it is important to
3 share that this will not impact employee
4 positions. Your hard work is appreciated and
5 recognized. Your positions are secure, and
6 although this journey for most of us may seem
7 at first to be a little difficult, all of us
8 will be able to adapt and be stronger
9 together. In our employee family culture,
10 I'll only ask for you to be patient and let's
11 navigate uncharted waters together.
12 Finally, let's refrain from sharing
13 information with outsiders, since, obviously,
14 there are opposing organizations that do not
15 have our best interest at heart. If you wish
16 to connect with myself, let's do so with
17 confidential discussion. Thank you."

18 I'd like to ask you a few questions
19 about this document, Mr. Strems.

20 Can you tell us what major win-wins
21 Ms. Montoya is discussing right here?

22 A. Generally speaking, I cannot.

23 Q. Would she be able to tell me if I ask
24 her?

25 A. Likely.

1 Q. Ms. Montoya also says, "Our
2 executives will not allow for any outsiders to
3 have an influence that may impact this law
4 firm."

5 Can you tell us which executives
6 she's referring to here?

7 A. I cannot, no.

8 Q. Can you tell me who are the outsiders
9 she's talking about?

10 A. I cannot.

11 Q. Is she talking about the Florida Bar?

12 A. I don't know, sir.

13 Q. Ms. Montoya goes on to say, "Let's
14 refrain from sharing information with
15 outsiders, since, obviously there are opposing
16 organizations that do not have our best
17 interest at heart."

18 Do you know what she means by
19 "opposing organizations?"

20 A. I do not. She -- this email is
21 incorporating some generic language. I cannot
22 sit here and tell you what that means.

23 Q. Do you think she means the Florida
24 Bar?

25 A. My reading of this, it's not the

1 Florida Bar.

2 Q. That's interesting, because this
3 letter specifically mentions the petition
4 against Mr. Scot Strems.

5 Do you take her meaning to mean the
6 petition that the Florida Bar filed in this
7 case?

8 A. Yes.

9 Q. But you're taking the position that
10 she's not talking about the Florida Bar here
11 two paragraphs down?

12 A. No. I take the position that this is
13 simply what I would characterize as a nice
14 message to our staff in order to boost morale.

15 As you can understand, as I'm sure
16 you can understand, when that petition was
17 filed June 5th and we had a subsequent order
18 on the 9th, it hurt quite a few people and
19 morale was down.

20 Q. To your knowledge, does the Strems
21 Law Firm intend to cooperate with the Florida
22 Bar in the investigation in this matter?

23 A. Of course, sir.

24 Q. Does it intend to share information
25 with the Florida Bar in connection with this

1 matter?

2 A. Of course.

3 Q. I'd like to move on to a different
4 document. Hang on. I think I have to do this
5 again.

6 Okay. Here it appears we have
7 another message of some kind from Cynthia
8 Montoya; is that correct?

9 A. That is correct.

10 Q. I'd like to read this into the record
11 as well.

12 It says -- it's not dated, but it
13 says, "Good afternoon, everyone. This email
14 is to advise you that all the ownership of the
15 Strems Law Firm is changing during the next
16 week. Mr. Scot Strems will no longer be the
17 owner of the law firm because of this change
18 in ownership. We make certain that we are
19 going to sustain the reputation and standing
20 we have managed to build for the last couple
21 of years. The new stockholders will be
22 announced next week. We are notifying you
23 that, other than the change in ownership and
24 name, there is no change in the management and
25 policies of the firm. The new firm will now

1 be the Property Advocates, P.A. We want
2 everyone to rest assured that your jobs and
3 positions will remain secure, and there will
4 be no change in employee benefit."

5 Now, have you seen this message
6 before?

7 A. Yes.

8 Q. Can you tell me when it was sent?

9 A. Today is Tuesday. That had to be
10 sometime last week, maybe.

11 Q. And it appears that Ms. Montoya is
12 saying the Strems Law Firm is changing its
13 name and ownership, correct?

14 A. That's what it says, yes.

15 Q. As you sit here today, are you still
16 the owner and president of the Strems Law
17 Firm?

18 A. Technically, at this moment in time,
19 yes.

20 Q. Are you, at this moment and time, the
21 president and owner of the Property Advocates,
22 P.A.?

23 A. I believe I am, yes.

24 Q. For all intents and purposes, is it
25 your understanding that your firm intends to

1 carry on business -- excuse me. Let me strike
2 that.

3 Is it your understanding that the
4 firm intends to carry on business with the
5 same management and policies, as that term is
6 used here?

7 A. Well, generally speaking, yes.

8 Q. And the management we've discussed
9 earlier, that management is the structure of
10 the Jonathan Drakes, the Brian Pattersons, et
11 cetera, right?

12 A. Well, is any of that subject to
13 change, subject to improvement? Wherever
14 possible, yes, of course.

15 Q. I don't think that answers my
16 question so I'm going to ask it again.

17 Is it your understanding that the
18 firm presently intends to continue with the
19 same -- and I'm quoting from the message here
20 -- management and policy; is that right?

21 A. Well, I think you -- Mr. Womack, I
22 think you're reading into that sentence a bit
23 too deeply.

24 I think what she's simply trying to
25 get across is you're going to be seeing the

1 same faces, minus me, of course, and general
2 employment policies.

3 Q. So you're out, correct?

4 A. Well, sir. The petition has put me
5 in a position to have to consider selling the
6 firm. And if, in fact, I am suspended, that
7 is what we're going to have to do.

8 Q. I'd like to present -- do you
9 recognize this document?

10 A. Yes.

11 Q. This is the Sunbiz page for the
12 Property Advocates, P.A., correct?

13 A. That is correct.

14 Q. And if we look, it has an FEI, EIN
15 number 26-3531714, correct?

16 A. That's what it says there, yes.

17 Q. If we look farther down we see the
18 last event, amendment and name change. Event
19 date filed July 1st of 2020, correct?

20 A. That is correct.

21 Q. So I take from this that as of
22 July 1st, the Strems Law Firm changed its name
23 to the Property Advocates, P.A., correct?

24 A. Right.

25 Q. But at its core, it's the same

1 entity, right?

2 A. I don't understand. What do you mean
3 by that?

4 Q. Sure, sure. It is an entity, a
5 Florida profit corporation in this case, with
6 the indicated FEI, EIN number, correct?

7 A. Correct.

8 Q. And that's the same information that
9 is shared with the Strems Law Firm in prior
10 years, correct?

11 A. Right. So this is simply a name
12 change.

13 Q. Okay. So it's your understanding
14 that the Property Advocates is moving forward,
15 correct?

16 A. Yes.

17 Q. What happens to the client of the
18 Strems Law Firm if you sell your ownership and
19 someone else becomes the new owner of the
20 Property Advocates?

21 What happens to the clients of the
22 Strems Law Firm?

23 A. Is your question will those clients
24 become clients of the Property Advocates?

25 Q. Yes.

1 A. I believe so, yes.

2 Q. How? How does that work?

3 A. I'm not entirely sure, sir.

4 Q. What would normally happen when an
5 attorney leaves a law firm?

6 What would happen to his clients?

7 A. That is a very broad question. I'm
8 not sure what you're asking me.

9 Q. Let's move on.

10 Actually, one moment. I would like
11 to discuss an issue that you covered in your
12 direct examination, although perhaps it didn't
13 cover this case. Bear with me a moment,
14 please.

15 Before I show you a document, when
16 someone propounds interrogatories on your
17 client, how do those interrogatories get
18 answered?

19 A. How do those interrogatories get
20 answered?

21 Again, very broad question, but I'll
22 do my best.

23 Well, the handling team will draft a
24 response to those interrogatories, and with a
25 combination of file information, as well as

1 client contact, they put together the answers
2 to those questions.

3 Q. So is it fair to say that when an
4 opposing party propounds interrogatories on
5 your client, that the answers to those
6 interrogatories come from the client with the
7 assistance of counsel?

8 A. Generally speaking, yes.

9 Q. I'd like us to look at Exhibit B to
10 the petition, which is the order in the Deanne
11 Scott -- the first Deanne Scott case. It's an
12 order on defendant's motion to dismiss with
13 prejudice.

14 Do you recognize this document, Mr.
15 Strems?

16 A. Yes, sir.

17 Q. Do you recognize it -- well, strike
18 that question. Let's dig into it a little
19 bit.

20 We are told here that on June 21st,
21 2015, the defendant, the insurance company,
22 propounded discovery requests to the
23 plaintiff, who is your client, correct?

24 A. Correct.

25 Q. And the following paragraphs describe

1 some difficulty in completing that discovery,
2 correct?

3 A. Sure, yes.

4 Q. Then we have here in paragraph 12, on
5 April 6th, 2016 in response to defendant's
6 motion for contempt, plaintiff filed and
7 served answers to defendant's interrogatories,
8 which stated that interrogatories were being
9 answered by Plaintiff, Deanne Scott.

10 Did I read that right?

11 A. Yes. That is what it says there.

12 Q. And this is how it normally works,
13 right? The answers come from the client with
14 the assistance of counsel, correct?

15 A. Generally speaking, yes.

16 Q. And it's indicated here that the
17 answers to the interrogatories in this case
18 were filed on April 6th, 2016, right?

19 A. That's correct.

20 Q. And if we move to the very next
21 paragraph, it reads, "On April 20th, 2016, two
22 days before the scheduled deposition of Deanne
23 Scott, plaintiff's counsel filed a notice of
24 suggestion of death, which stated plaintiff
25 had been deceased since September 29th, 2015,

1 nearly six months before the scheduled
2 deposition and five months before plaintiff's
3 answers to defendant's interrogatories were
4 filed and served."

5 Did Deanne Scott answer these
6 interrogatories?

7 A. Well, based on those dates, I would
8 say no. However, I also notice that the order
9 states they were not verified. I can only
10 assume that the handling attorney did his/her
11 best to answer the interrogatories with
12 information in the file in order to comply
13 with whatever deadline for these particular
14 interrogatories. However, they were filed
15 unverified.

16 Q. So what you describe as the filing of
17 unverified interrogatory answers -- well, let
18 me back up.

19 It was not true, correct?

20 It was not true that Deanne Scott
21 answered these interrogatories, right?

22 A. Right.

23 Q. So somewhere along the line, some
24 attorney -- do you know who, Mr. Strems?

25 A. No, sir.

1 Q. So some attorney drafted
2 interrogatory answers on behalf of a dead
3 woman and submitted it to the Court with the
4 obvious implicit representation that they
5 were, in fact, answered by that person,
6 correct?

7 A. Well, I wouldn't necessarily agree
8 with the way that you characterize it. I will
9 point out, once again, that they were filed
10 unverified. And they were, in fact, never
11 verified because they could not be.

12 Q. In your estimation, can a party make
13 a misrepresentation to a Court that is not
14 verified or sworn under penalty of perjury?

15 A. I don't understand your question,
16 sir.

17 Q. Sure. Let's try a different way.

18 Can a party in a case, in a lawsuit,
19 make a representation to a Court without that
20 representation being verified?

21 A. Generally speaking, I suppose that is
22 possible, yes.

23 Q. Would you say it's equally true that
24 you do not have to file some form of verified
25 document to make a misrepresentation to the

1 Court; is that right?

2 A. You do not have to file a verified
3 document in order to make a misrepresentation.
4 I suppose that is possible.

5 Q. Okay. Thank you.

6 I'd like to talk about Carlos Octavio
7 Fernandez.

8 Can you tell me how you know him.

9 A. Sure. As I stated earlier, he once
10 upon a time worked with our firm.

11 Q. Does he go by Chuck?

12 A. He does, yes.

13 Q. When did he work for Strems Law Firm?

14 A. The exact dates I'm not sure of.

15 Q. Can you give me a month, season?

16 A. I'd say 2018, perhaps part of 2017,
17 but I am not sure.

18 Q. So by 2019 he was on to bigger and
19 better things; is that correct?

20 A. I believe that sounds right, yes.

21 Q. I'd like us to look at a document.
22 Bear with me. Here we are.

23 MR. WOMACK: Your Honor, this is not
24 on the record. So I'll save you some
25 time.

1 BY MR. WOMACK:

2 Q. Can you tell me, Mr. Strems what this
3 document appears to be based on the cover
4 sheet?

5 A. It appears to be a complaint.

6 Q. And the plaintiff in this action, who
7 is it?

8 A. All Insurance Restoration Services.

9 Q. And it's got AAO.

10 What does that mean?

11 A. As assignee of.

12 Q. As assignee of, in this case, Jolette
13 Firman, right?

14 A. Right.

15 Q. So am I correct AIRS has taken an AOB
16 from Jolette Firman and they are utilizing
17 that to file this lawsuit; is that right?

18 A. Based on what I see here, yes.

19 Q. And it was filed January 7th, 2019,
20 correct?

21 A. Yes.

22 Q. And if we look down at the signature
23 block, we see, in fact, that it was prepared
24 by Fernandez Trial Firm and signed by, I
25 assume, one of Mr. Fernandez's associates; is

1 that right?

2 A. That appears to be the case, yes.

3 Q. So by January 7th, 2019,

4 Mr. Fernandez was out.

5 He was with his own firm. He was no

6 longer with Strems Law Firm, correct?

7 A. That seems accurate, yes.

8 Q. I'd like us to set this document

9 aside. We're going to come back to it.

10 Bear with me while I find another

11 document. I'm sorry. I'm having a little bit

12 of technical difficulty.

13 I know this is a little too blurry to

14 read necessarily, but we're not going to read

15 this page that much.

16 If I can direct your attention, Mr.

17 Strems, up here. Does that appear to be the

18 Strems Law Firm, P.A. right there in the

19 header?

20 A. Yes.

21 Q. Does this look like a bill from your

22 firm?

23 A. Yes.

24 Q. I'd like to move to a different page

25 in the same document. I'd like to move here.

1 I apologize at the quality of this image, but
2 I submit to you we can still read the name.

3 If you look at this right column that
4 I'm indicating with my mouse cursor, those are
5 names of attorneys, correct?

6 I see Orlando Romero. I see you, I
7 see here Chuck Fernandez, Esquire?

8 A. Correct.

9 Q. And then if I follow that across, I
10 see a time entry for January 12th, 2019,
11 correct?

12 A. I believe you. I can't make that
13 out, but yes.

14 Q. Let's try a different page. I think
15 one that's a little more legible.

16 THE COURT: Do I have these records,
17 Mr. Womack, or is this something...

18 MR. WOMACK: This is new. I'm sorry,
19 Your Honor, this is not in the record.

20 BY MR. WOMACK:

21 Q. So here I am. I'm sorry, can you see
22 this document?

23 A. Me, yes, sir.

24 Q. Now, we follow those to the dates on
25 the left-hand side and we see data entries for

1 February 28th, 2019, March 6th, 2019, March
2 7th, 2019, all from Mr. Fernandez, correct?

3 A. Yes, sir.

4 Q. And there is a -- I guess something,
5 a breakdown here at the bottom where you have
6 attorneys listed by name and then their rates.

7 So you have Chasey Delgado, Esquire.
8 She's an attorney with Strems Law Firm, right?

9 A. Correct.

10 Q. And Christopher Aguirre, who I
11 understand is no longer with the firm, but
12 apparently was at this time, correct?

13 A. Was at this time, I'm not sure. But
14 yes, he is the one we're referring to.

15 Q. Well, you say you're not sure if he
16 was with the firm at this time, but it shows
17 20.1 hours of work here, correct?

18 A. That's what that says, yes.

19 Q. So is it fair to say he was with the
20 firm for the time involved in this bill?

21 A. Yes, I would assume so.

22 Q. And we have Chuck Fernandez, \$500 an
23 hour for -- I believe that says 79 hours.

24 So my question to you is: Why is
25 Chuck Fernandez billing under Strems Law Firm,

1 P.A. letterhead when he is, in fact, a partner
2 of Fernandez Trial Firm, P.A.?

3 A. Well, sir, my answer to you, frankly,
4 is I don't know because I did not put this
5 document together.

6 However, it is very likely that this
7 was either error or there may have been a
8 subsequent document correcting that Chuck
9 Fernandez did this billing under his firm.

10 Q. I'm sorry, can you repeat the last
11 part of the answer.

12 A. I suppose there may exist the
13 possibility hat there may have been a
14 corrected document subsequent to this one.
15 That Chuck Fernandez, that his billing is
16 under his firm, not under Strems Law.

17 Q. But that's not indicated here,
18 correct?

19 A. Well, based on what you have on the
20 screen right now, no. I don't see the firm
21 name anywhere. However, I see that it is a
22 different page and you did show me the first
23 page that had the firm logo on it.

24 However, I would submit to you, sir,
25 that Chuck Fernandez did very likely actively

1 participate in this matter as co-counsel.

2 However, whoever put this together
3 did not make that distinction.

4 And I can also tell you, I did not do
5 this. Therefore, I am not sure.

6 Q. Can you tell us why this mistake
7 might have been made?

8 A. I thought I just did that in my
9 previous answer, but I'll repeat myself.

10 If Chuck Fernandez is on this fee
11 sheet, it is very likely -- because this was
12 either -- I'm trying to make out jury trial.
13 So I'm guessing this actually went to trial.
14 He was co-counsel with us in this particular
15 trial matter. However, it appears that
16 whoever put this document together did not
17 make the distinction that it was Chuck
18 Fernandez under this firm and not under the
19 Strems Law Firm specifically.

20 Q. I have to walk through that response
21 one more time because I guess I'm not unsure
22 how a party mistakenly includes -- I'll
23 withdraw that question.

24 Let's go back to the document that we
25 are looking at previously, this complaint.

1 Remember we were looking at this AIRS, AAO,
2 Jolette Firman versus Security First.
3 Remember that?

4 A. Yes, sir.

5 Q. And we've got January 7th, 2019, and
6 it's signed by Fernandez Trial Firm, P.A.,
7 attorney for Plaintiff, 1100 South Ashley
8 Drive, Suite 100, in Tampa, signed by LaTerria
9 S. Sherer.

10 Was all that correct?

11 THE COURT: Suite 600, not 100.

12 MR. WOMACK: Oh, I'm sorry. Suite
13 600, yes.

14 THE WITNESS: As you read it, sir,
15 that is correct.

16 BY MR. WOMACK:

17 Q. I'd like to look at another document
18 now.

19 Do you recognize this document?

20 A. Do I recognize it, no -- yes.

21 Q. Can you tell me what it is?

22 A. This is a complaint.

23 Q. Who are the parties?

24 A. Jolette Firman and Security First
25 Insurance Company.

1 Q. And this is filed May 4th, 2018,
2 correct?

3 A. That is correct.

4 Q. Which is approximately seven months
5 prior to this complaint, correct?

6 A. That's correct.

7 Q. So your firm filed suit on behalf of
8 Ms. Firman, and Mr. Fernandez's firm filed
9 suit on behalf of AIRS as the AOB, correct?

10 A. That is correct.

11 Q. You mentioned earlier that you don't
12 handle -- Strems Law Firm does not handle AOB
13 cases, correct?

14 A. Generally speaking, yes, that is
15 correct.

16 Q. And I believe you testified because
17 it can present thorny issues; is that right?
18 I don't mean to put words in your mouth.

19 A. More or less, yes.

20 Q. Can you give me some examples.

21 A. An example of a thorny issue?

22 Q. An example of a reason that you don't
23 represent homeowners and their assignee.

24 A. A reason that we don't represent both
25 of them, or a reason as to why we have a

1 general policy of not encouraging AOBs.

2 I'm not understanding your question,
3 sir, I'm sorry.

4 You cited -- when you asked the
5 question you cited my earlier testimony. My
6 earlier testimony was that we have a general
7 policy of not encouraging AOBs.

8 Q. Why?

9 A. It appeared as though you asked me a
10 different question. I'm just asking you to
11 clarify the question, sir.

12 Q. Well, let's take it from the top.

13 Why don't you represent AOBs?

14 A. Why don't we represent AOBs?
15 Generally speaking, we generally choose not
16 to.

17 Q. I'd like to move to another document
18 quickly.

19 A. Now, I will say we do have -- as a
20 firm, once upon a time we did file on AOB
21 matters, but we ceased that activity.

22 Q. Understood.

23 A. And we have very few left.

24 Q. Do you recognize this document?

25 A. Yes, I do.

1 Q. What is it?

2 A. That is a complaint and demand for
3 jury trial.

4 Q. Can you tell me the parties?

5 A. Not entirely sure how to pronounce
6 that, Jafia Javejayer (phonetic) doing
7 business as Roof Depot.

8 Q. And the defendant, please?

9 A. My firm.

10 Q. Bear with me one moment.

11 Paragraph three of this complaint
12 says, "That at all times hereto Roof Depot,
13 the plaintiff, was a licensed roofing
14 contractor with its principal place of
15 business in Orange County, specializing in
16 roof repairs."

17 If we move forward to paragraph five,
18 "At all times material hereto, Strems -- your
19 law firm -- utilized the services of a public
20 adjuster and loss consultant, specifically
21 Ramon Rodriguez with Let Us Claim Consultants
22 Insurance, Incorporated to assist with its
23 work with homeowners and prosecuting insurance
24 claims. At all times material hereto, LUC
25 acted as an authorized agent and consulting

1 expert to Strems on such claims, which was
2 involved with such things as involving
3 contractors on specific jobs, assisting with
4 preparing insurance estimates and in making
5 claims against insurance carriers, assisting
6 in the negotiations of those insurance
7 claims."

8 So Let Us Claim we've covered.
9 You've worked with them before, right?

10 You've retained them as a loss
11 consultant before, right?

12 A. Yes.

13 Q. In any of your cases has Roof Depot
14 taken AOB from your clients?

15 A. I'm not sure.

16 Q. Well, let's take a look.

17 In paragraph eight, it reads, "In
18 either case, under this historical course of
19 dealing, Roof Depot will be retained by any
20 homeowner as the roofing contractor who had
21 ultimately effected roofing repairs and
22 placement. Strems will be retained as the law
23 firm to prosecute claims against the insurance
24 homeowners -- homeowners insurance carriers of
25 the homeowners and Let Us Claim would assist

1 Strems as Strems' as Strems' loss consultant
2 providing public adjusting expert service to
3 Strems, and therefore the insured homeowners.
4 Pursuant to this historical course of dealing,
5 when a homeowner retains Roof Depot as a
6 roofing contractor, the homeowner would
7 initially sign an assignment of benefits and
8 work authorization contract with Roof Depot,
9 or any homeowner would assign to Roof Depot
10 all of his or her rights to all proceeds paid
11 by any applicable insurance carrier through
12 Roof Depot and where the homeowner would also
13 assign rights to make any and all first-party
14 insurance claims to Roof Depot."

15 So what would happen if your client
16 gave an AOB to another party, and then you
17 proceeded to file suit against the insurance
18 company? Could that possibly give rise to a
19 claim by the assignee of benefits against your
20 client?

21 A. Could that give rise to a claim
22 against our client? I suppose that's
23 possible.

24 Q. So it's possible that an assignee of
25 benefits could potentially have a claim

1 against the assignor, right?

2 A. Right.

3 Q. If we look down -- I'm going to
4 Exhibit -- here we go. Exhibit F of this
5 document.

6 This is sent to -- can you tell us
7 who Sstremms@stremmslaw.com is?

8 A. Yes. That's my email.

9 Q. That's your e-mail.

10 Do you recognize this letter?

11 A. That's correct.

12 Q. And it was sent on May 21st, 2018?

13 A. That's correct.

14 Q. And it's sent to you in your capacity
15 as an attorney at Stremms Law Firm, correct?

16 A. It's addressed to me at my firm, yes.

17 Q. The second paragraph of this letter
18 reads, "As you know, your law firm and
19 attorneys extensively have been representing
20 numerous property owners in claims against
21 their insurance carriers seeking compensation
22 relating in primary part to work performed for
23 these property owners by our client. Our
24 client, in this case, being Roof Depot. As
25 you also know, our client has written

1 contracts with these property owners and
2 perhaps more importantly assignments of
3 benefits from these owners giving our client
4 the exclusive and sole right to pursue any
5 claims against carriers."

6 And then the last paragraph on this
7 page. "These practices must stop immediately.
8 The practices constitute tortious
9 interference, minimally and potentially
10 actionable legal malpractice. Attached is a
11 list of pending matters. Highlighted entries
12 are accounts you have wrongfully settled
13 without our clients' consent and involvement.
14 We immediately demand you contact these
15 property owners and secure payment for our
16 client services on these jobs. If you cannot
17 do so quickly, we will be sending civil theft
18 demand notices to each homeowner who we are
19 confident will be looking to your firm for
20 indemnity."

21 Can you tell me what a civil theft
22 demand notice is?

23 A. A civil theft demand notice, in my
24 experience, typically is when a party is in
25 search of treble damages.

1 Q. Treble damages, so it's triple the
2 damages, right?

3 A. Correct.

4 Q. So here we have an assignee of
5 benefits threatening to take serious legal
6 action against your clients, correct?

7 A. Yes.

8 Q. And if you look down to the next to
9 last paragraph, it says, "Please be further
10 advised we are lienning all future jobs as
11 well."

12 Can you tell me what that means?

13 A. I'm not sure.

14 Q. Do you know what it means to lien a
15 job?

16 A. Generally, yes.

17 Q. Can you tell me?

18 A. You -- how can I explain it, other
19 than you place a lien on a particular case or
20 project.

21 Q. And a lien in this case is an
22 incumbrance on some sort of property, correct?

23 A. Correct.

24 Q. So here you have someone who is
25 alleging a relationship with you, your firm,

1 excuse me, and threatening the firm's clients
2 with civil theft, right, treble damages like
3 we discussed and liens, correct?

4 A. Sure.

5 Q. Does this concern you, this letter?
6 When you got this, were you concerned
7 for your clients?

8 A. Was I concerned upon receiving that
9 letter, I probably, likely was, yes.

10 Q. You said you likely were.
11 Do you recall specifically?

12 A. Honestly, I don't recall sitting down
13 and reading this letter. That's my honest
14 answer. But yes, I would -- this would
15 concern me. Of course, yes.

16 Q. So it's fair to say that in a lot
17 circumstances that an assignee of benefits has
18 a claim against the assignor, the homeowner,
19 correct?

20 A. I'm not sure I agree with that.
21 The assignee has a claim against the
22 assignor.

23 Q. Is that possible? I'm not asking
24 specifically about this case, but just
25 generally possible?

1 A. I suppose, generally speaking, that
2 is possible, yes.

3 Q. Would that create a conflict of
4 interest?

5 If I were an attorney attempting to
6 represent both a policyholder and that
7 policyholder's assignee, could I have a
8 conflict on my hands?

9 A. Based on your hypothetical, I would
10 assume so, yes. However --

11 Q. I'm sorry?

12 A. However, that is not the case here,
13 sir.

14 Q. I see. I see. They do say here in
15 the first paragraph on the last page of the
16 letter -- here we are.

17 "With regard to the other accounts
18 referenced, we demand that your law firm cease
19 all further work on these claims given our
20 AOBs, unless both your law firm and the
21 clients consent immediately in writing that
22 our client will be kept completely involved
23 and timely informed in all your work. We'll
24 be part of the settlement process. We'll also
25 be party to any releases executed, and that

1 all payments issued by carriers and/or your
2 firm will be issued solely to our client or
3 will be issued by joint check. Proper
4 reciprocal conflict waiver would then be
5 executed."

6 Is it your understanding here that
7 the counsel for Roof Depot is alleging some
8 conflict on your part.

9 A. Sure. However, it's also my
10 understanding -- and Mr. Womack, I certainly
11 hope it's your understanding as well. These
12 are allegations. Anyone can allege anything.

13 As I sit here and reflect on this
14 particular issue, I believe the issue here was
15 unfortunately Roof Depot was under the
16 impression they had AOBs from certain clients,
17 and I don't believe that these clients
18 actually executed those AOBs.

19 Q. Fair enough. I think we're done with
20 this document.

21 So I'd like to go back to the Strems
22 Law Firm complaint in Firman versus Security
23 First. We talked about this earlier. This is
24 filed May 4th, 2018. If we go here, we see
25 that it's signed by Jonathan Drake, Esquire,

1 Strems Law Firm, attorney for plaintiff, 100
2 South Ashley Drive, Suite 600, Tampa, Florida.

3 Did I read that right?

4 A. Yes, sir.

5 Q. This is Mr. Fernandez's complaint for
6 the AOB case, right?

7 A. Right.

8 Q. If we go to the signature block we
9 see Fernandez Trial Firm, attorney for
10 plaintiff, 100 South Ashley Drive, Suite 600,
11 correct?

12 A. That's correct.

13 Q. Can you tell me why your -- based on
14 these two documents, your law firm appears to
15 share the same address as the Fernandez Trial
16 Firm?

17 A. Yeah, sure. That is what you may
18 have commonly heard as a Regus office. It is
19 a very, very large office space that rents out
20 space to various entities.

21 So we did have office space in that
22 particular Regus location for some time before
23 we moved. Based on this documentation, I can
24 only conclude that the Fernandez Trial Firm
25 had some space in there at some point in time

1 as well.

2 However, you also have to understand
3 that there were likely 150 other entities in
4 there with us as well.

5 Q. You said that you had some office
6 space in there. So you really kind of leased
7 with Regus?

8 A. Right.

9 Q. And then you departed that space at
10 some point, right?

11 A. That is correct, yes. And if my
12 knowledge serves me right, I don't believe
13 that we ever overlapped in that space.

14 Q. Did you sublease this space to the
15 Fernandez firm?

16 A. No, sir. It's not -- how can I
17 explain this to you?

18 One cannot sublease space within a
19 Regus.

20 Q. I see.

21 A. You can only contract directly with
22 Regus.

23 Q. I see. One moment.

24 MR. WOMACK: No further questions,
25 Your Honor.

1 THE COURT: Any additional
2 examination. Any redirect?

3 MR. KUEHNE: Your Honor, Ben Kuehne.
4 I have a little bit of cleanup to do, if
5 the Court would allow me to.

6 THE COURT: Okay.

7 REDIRECT EXAMINATION

8 BY MR. KUEHNE:

9 Q. Mr. Strems?

10 A. Yes, sir.

11 Q. You were asked about the arrangements
12 to comply with the Bar's suspension that
13 included the property attorneys P.A.

14 Did I get that right?

15 A. The Property Advocates, yes.

16 Q. The Property Advocates, P.A.

17 A. Yes, sir.

18 Q. Was that development of a change of
19 name to the Property Advocates, P.A. intended
20 to facilitate your compliance with the Bar
21 suspension if, in fact, the Bar suspension
22 went into place?

23 A. Yes, sir.

24 Q. And did you view that as compliant
25 with the preparatory efforts required to

1 comply with the Bar suspension?

2 A. Yes, sir.

3 Q. And the Bar suspension gave you a
4 period of time to wind down the practice?

5 A. That is correct.

6 Q. And while you were doing the wind
7 down, did you intend to seek authorization
8 from the referee to petition for dissolution
9 or amendment of the emergency order?

10 A. Yes, sir.

11 Q. Was it your understanding that filing
12 the dissolution was essentially dependent on
13 getting a referee?

14 A. Yes.

15 Q. And did your legal counsel file the
16 petition, the motion for dissolution, promptly
17 upon learning of the referee reassignment to
18 Judge Denaro?

19 A. Yes.

20 Q. Was it your understanding that the
21 chief Judge, Judge Soto, assigned Judge Denaro
22 as referee some period of time after the
23 suspension order was -- emergency suspension
24 order was entered?

25 A. That is correct.

1 Q. In the interim were you doing
2 everything you could to protect your clients
3 with regard to the 30-day wind down period?

4 A. Yes, of course.

5 Q. Was preparation of a change of name
6 and efforts to try to, I think you described,
7 sell the firm, an effort to comply with the
8 Florida Supreme Court's emergency decree?

9 A. Yes, sir.

10 Q. As well as to protect the interest of
11 your clients?

12 A. Yes, of course.

13 Q. Did you seek out the assistance of a
14 lawyer, a transactional lawyer, for purposes
15 of assisting in this facilitation to comply
16 with the Supreme Court's order if the Court
17 order went into effect?

18 A. Yes, I did.

19 Q. Was that a lawyer who had been a
20 longtime Florida Board of Governors member?

21 A. Yes, sir.

22 Q. With a recognized state and national
23 corporate transactional and tax practice?

24 A. Yes, sir.

25 Q. I don't know if it's confidential.

1 If it is, I'm not going to ask you.

2 But if it's not confidential, can you
3 tell us the name of the lawyer that was
4 engaged to help you in that transaction?

5 A. Yeah, sure. His name is William
6 Kalish.

7 Q. And he is or was a partner with the
8 Akerman firm?

9 A. I believe he was, yes.

10 Q. And he's known for -- did you choose
11 him based on identifying what lawyer may have
12 experience in the trauma associated with a law
13 firm and the owner complying with a Bar
14 suspension order?

15 A. Yes, sir.

16 Q. And was Bill Kalish, William Kalish,
17 a lawyer who you understood to have
18 significant experience and could lead you in
19 complying with the Supreme Court's order?

20 A. Yes, sir.

21 Q. Was any part of Mr. Kalish's work on
22 that transaction, that included a public
23 filing with the corporation department,
24 Florida Secretary of State, secret or
25 confidential?

1 A. No, sir.

2 Q. And was it your understanding, as the
3 subject of the Bar's -- I'm sorry. The Bar's
4 petition and the Supreme Court emergency
5 suspension order, that, in fact, a law firm
6 existing as Strems Law Firm, P.A. while you
7 were under suspension could be troublesome in
8 terms of Bar responsibility?

9 A. Yes.

10 Q. You mentioned that you've tried --
11 you and the firm have tried to comply with the
12 emergency suspension order.

13 Was that in place of and a substitute
14 for efforts to present your case to the
15 referee for modification or amendment or
16 dissolution of the emergency suspension?

17 A. Sir, I'm sorry. Can you please
18 repeat that question.

19 Q. Did you view moving forward with the
20 Property Advocates, P.A. as mutually exclusive
21 to your right to seek an amendment or
22 dissolution of the emergency suspension order?

23 A. Yes.

24 Q. And if the emergency suspension order
25 was not amended or dissolved, was it your

1 intention and Mr. Kalish's intention to
2 effectively have, as the date of the wind down
3 period, the Property Advocates, P.A. being the
4 law firm that existed?

5 A. Yes.

6 Q. With no ownership interest by Scot
7 Strems as a lawyer owning a law firm?

8 A. That is correct.

9 Q. Have you -- strike that.

10 Was Mr. Kalish also prepared in the
11 event you were able to obtain an amendment,
12 modification or dissolution of the emergency
13 suspension to not put in place the change of
14 ownership of the Property Advocates, P.A.?

15 A. Yes.

16 Q. You were asked some questions about
17 Cynthia Montoya, your chief operating officer,
18 correct?

19 A. Correct.

20 Q. She's a legal administrator, isn't
21 she?

22 A. She is, yes.

23 Q. Essentially runs the law firm from an
24 administrative point of view?

25 A. That is correct.

1 Q. And handles -- is it fair to say, as
2 a law firm administrator for medium size firm,
3 she handles the administrative side of the law
4 firm?

5 A. Yes, sir.

6 Q. The Bar lawyer, Mr. Womack, asked you
7 about membership in a number of initials as
8 associations. And you mentioned that you're
9 not familiar with whether your firm is, in
10 fact, a member of those associations, ARMA and
11 AILA?

12 A. That is correct.

13 Q. Is Ms. Montoya a member of the
14 Association of Law Firm Administrators?

15 A. Yes, she is.

16 Q. And is that -- by the way, as the
17 managing partner of the law firm, is it
18 important for the law firm to have a law
19 office administrator that is, in fact, a
20 member of the Association of Law Firm?

21 A. Yes. I think so.

22 Q. Is Ms. Montoya active in that
23 organization in terms of being a member in
24 good standing and taking the benefit of the
25 programs and the training that the association

1 offers?

2 A. Yes.

3 Q. And is she, as far as you understand,
4 competent to handle the administration of your
5 medium size law firm?

6 A. Yes, sir.

7 Q. The e-mails that the Bar showed you
8 that were submitted contemporaneously with the
9 Supreme Court's emergency suspension order,
10 was that done by Ms. Montoya pursuant to her
11 experience in training as a law firm
12 administrator?

13 A. Yes.

14 Q. Did you, as the managing lawyer of
15 the law firm, believe that was an appropriate
16 decision on her part?

17 A. Yes, I did.

18 Q. Did you direct her to do that?

19 A. Yes, I did.

20 Q. As a result of her informing staff of
21 this situation, were you attempting to hide or
22 keep secret the Bar's process that you were
23 undergoing?

24 A. Of course not.

25 Q. In fact, did you announce or have it

1 announced to the members of your firm that
2 you, in fact, were subject to this Florida
3 Supreme Court order?

4 A. Yes, of course.

5 Q. And was the purpose of that to let
6 the lawyers know that you would do and the law
7 firm would do everything it could to fairly
8 and effectively represent the clients?

9 A. Yes, sir, that is correct.

10 Q. Was that your number one concern?
11 "How do we, as the Strems Law Firm and lawyers
12 provide effective representation to our
13 clients?"

14 A. Yes.

15 Q. And were you attempting to let the
16 lawyers know that they were indispensable to
17 the work of the clients?

18 A. Yes.

19 Q. Even though you were planning to seek
20 a change in the emergency suspension if a
21 referee agreed?

22 A. Correct.

23 Q. Did you, at any time, attempt to
24 surreptitiously resolve cases or advocate for
25 cases in any manner that detracted from the

1 requirements of the suspension?

2 A. No, sir.

3 Q. You were asked the same question
4 about -- I think it was a computer generated
5 website sign-up sheet.

6 Do you remember that?

7 A. Yes.

8 Q. Is it fair to say that many clients
9 learn of the firm through Internet activity?

10 A. Yes.

11 Q. As well as the marketing work that
12 you have done?

13 A. Yes.

14 Q. Is that -- I'll call it a sign-up
15 sheet, but the sheet that was shown during the
16 Florida Bar's cross examination.

17 Is that sheet, as you understand it,
18 compliant with Bar rules on electronic
19 information about your law firm?

20 A. Yes.

21 Q. And the check box that asks if a
22 prospective client has spoken with, conferred
23 with a Strems Law Firm lawyer, do you view
24 that as a requirement for engaging the client?

25 A. Yes.

1 Q. Are any clients, as far as you know,
2 engaged by the firm without the client having
3 a personal, in some form discussion of the
4 case with a lawyer at the Strems Law Firm?

5 A. Not that I'm aware of, no.

6 Q. Can a client, unilaterally, without
7 the approval of the Strems Law Firm, sign one
8 of those documents and become a client?

9 A. No.

10 Q. Once the client fills out that form,
11 if it is an online form, and there has been a
12 conferral with a Strems Law Firm lawyer, is
13 that case organization handled in the way you
14 described to the Florida Bar, how your client
15 intake occurs and your client concierge
16 process works?

17 A. That's correct.

18 Q. Does anybody, besides a Strems Law
19 Firm lawyer, engage in attorney/client
20 communications with the client?

21 A. No.

22 Q. Do any of the intake department --
23 strike that.

24 You said that 10 to 15 people work in
25 client intake, of which there are some

1 supervisory lawyers, correct?

2 A. Correct.

3 Q. When the clients work with the
4 non-lawyers in the intake department, is it
5 made clear to the clients that the person
6 they're speaking with is not a lawyer?

7 A. Yes.

8 Q. And does a client have the ability to
9 request to speak with a non-firm lawyer in the
10 language with which they are most comfortable?

11 A. Yeah, of course.

12 Q. That document, that sign-up sheet
13 actually includes reference to languages
14 spoken; is that right?

15 A. That's correct.

16 Q. Does that help the firm with the
17 assignment of personnel to that particular
18 case?

19 A. Yes, it does.

20 Q. You were asked some questions about
21 the Brenda Rodriguez case.

22 Do you remember those questions?
23 That's paragraph 14-0 of the Bar's package of
24 materials.

25 A. Yes.

1 Q. The Brenda Rodriguez case, as it came
2 out during the Bar's examination, involved a
3 claim of a supposed forged retainer agreement.

4 Do you understand that?

5 A. Yes.

6 Q. Did you have -- did the Strems Law
7 Firm have lawyers who were actively working on
8 the Rodriguez case?

9 A. Yes.

10 Q. Did those lawyers participate in a
11 presentation to the assigned Judge that
12 100 percent flat out disproved what Brenda
13 Rodriguez claimed?

14 THE COURT: Can you repeat that
15 question again, Mr. Kuehne, please.

16 BY MR. KUEHNE:

17 Q. Did the lawyers assigned to the
18 Brenda Rodriguez case have a presentation
19 before the Judge at which they established to
20 a 100 percent certainty that the claim raised
21 by Brenda Rodriguez of a forged retainer was
22 not true?

23 A. I believe they did, yes.

24 Q. Did that include documentation signed
25 by Brenda Rodriguez separate from what she

1 claimed was a forged retainer agreement?

2 A. Yes.

3 Q. Is it your understanding that her
4 claim of forged retainer agreement was because
5 the signature on the document, that she
6 claimed was not hers, was an electronic
7 version of a signature signing something on
8 the computer?

9 A. Yes.

10 Q. So it did not look like a facsimile
11 signature or an actual write with your own
12 handwriting signature?

13 A. Correct.

14 Q. Is it your understanding that the
15 lawyers assigned to the Brenda Rodriguez case
16 and actively representing Brenda Rodriguez, in
17 fact, presented information to the Judge that
18 they had an attorney/client relationship with
19 Ms. Rodriguez?

20 A. Yes.

21 Q. That documentation, including
22 communications directly between the lawyers
23 handling her case and Ms. Rodriguez, existed?

24 A. Yes.

25 Q. And that a copy of Ms. Rodriguez's

1 driver's license was in the Strems Law Firm
2 file?

3 A. Correct.

4 Q. And that the lawyers handling the
5 case established to the conclusion -- to the
6 satisfaction of the Judge that the Strems Law
7 Firm was properly engaged to represent Ms.
8 Rodriguez?

9 A. Correct.

10 Q. Did any of that information appear in
11 the Bar's appendix where the Bar claims that
12 the Strems Law Firm forged and fabricated a
13 retainer agreement per Ms. Rodriguez?

14 A. No, sir.

15 Q. Do you know why the Bar didn't give a
16 full story to the Florida Supreme Court?

17 A. I don't.

18 Q. But you're aware that the Bar's
19 petition was signed by a lawyer on behalf of
20 the Florida Bar?

21 A. Yes, sir.

22 Q. You were asked some questions about
23 the Cameron case. That came up during your
24 direct examination and during the cross
25 examination.

1 Do you recall that?

2 A. Yes.

3 Q. The Bar asked you if you would
4 produce the Cameron affidavit to the Bar?

5 Do you remember that?

6 A. Yes.

7 Q. And you said of course you would?

8 A. Right.

9 Q. And you responded to another question
10 that you, presumably through your lawyers,
11 intend to cooperate with the Florida Bar?

12 A. Correct.

13 Q. Does that mean to you that you and
14 your lawyers would do all those things
15 appropriate involving Florida Bar grievance
16 proceedings?

17 A. Yes.

18 Q. Were you contacted by the Bar on any
19 occasion prior to your notice of emergency
20 suspension asking you about the Cameron
21 representation?

22 A. No, sir.

23 Q. In response to the Bar's question on
24 Cameron had some knowledge of the Cameron
25 case, correct?

1 A. Correct.

2 Q. Is that because when the Bar brought
3 up Cameron yesterday or the day before or
4 whenever they did, you immediately had your
5 team pull the file and figure out what was
6 going on in that case?

7 A. That is correct.

8 Q. Prior to that, did you have any, as
9 far as you know, meaningful involvement in the
10 representation of Mr. Cameron?

11 A. No, sir.

12 Q. Did you expect that the lawyers
13 handling the Cameron case were skilled and
14 sufficiently qualified to represent Mr.
15 Cameron's best interest?

16 A. Absolutely, yes.

17 Q. And the Bar asked you about some
18 filings that included a motion to strike sham
19 pleadings, basically starting of the process
20 of saying the Strems Law Firm should never
21 have being involved in that case.

22 Do you remember those questions?

23 A. Yes, sir.

24 Q. And the Bar asked you why did your
25 law firm voluntarily dismiss the case instead

1 of litigating against the motion to strike
2 sham pleading.

3 Do you remember that question?

4 A. I do.

5 Q. Do you have an understanding of why
6 the Strems Law Firm voluntarily dismissed,
7 without prejudice, the case?

8 A. Yes.

9 Q. What is that understanding?

10 A. It was the client's request.

11 Q. And a dismiss without prejudice means
12 the client could reconsider and refile; is
13 that right?

14 A. Yes, that's right.

15 Q. And the Bar's citation to Rule
16 1.420(d), the rule that refiling after
17 dismissal, that's a rule that exists for all
18 cases, not just the Cameron case, right?

19 A. Right.

20 Q. As you understand it, the case costs
21 that are allowable under that rule, those are
22 not attorney's fees, are they?

23 A. No, they are not.

24 Q. They're just those necessary costs
25 that are deemed by the administrative rules to

1 be case costs, like a filing fee, right?

2 A. Correct.

3 Q. Defendant's don't pay filing fees, do
4 they?

5 A. No.

6 Q. Depositions that are necessary to
7 further the case, cost of depositions, right?

8 A. Yes, right.

9 Q. As you saw the file, there was a
10 renotice to take the corporate deposition
11 representative of the insurance company after
12 this sham -- after this conversation with Mr.
13 Cameron occurred; is that right?

14 A. That's right.

15 Q. And although the Bar showed you -- I
16 think the Bar showed you a transcript of a
17 conversation, tape recording with Mr. Cameron.

18 Is that what they did?

19 A. Yes.

20 Q. You have no reason to know whether
21 that is an accurate transcript or not accurate
22 transcript, do you?

23 A. No.

24 Q. You have no reason to know whether
25 the insurance company sent a request to Mr.

1 Cameron requiring Mr. Cameron to call the
2 insurance company?

3 A. No.

4 Q. But you do know that the transcript
5 that the insurance company has includes Mr.
6 Cameron's claim number?

7 A. Yes.

8 Q. As though the insurance company knew
9 that Mr. Cameron was calling them about his
10 claim?

11 A. Yes. It would appear that way.

12 Q. In your experience doing the work
13 that you're doing, is it advisable for you and
14 your lawyers in representing your clients'
15 best interest to take the position and the
16 word of the insurance company defendant at
17 face value?

18 A. No.

19 Q. Is that a reason why your lawyers
20 opted to set the corporate representative of
21 Citizens for deposition to find out what, in
22 fact, happened when they communicated with
23 your law firm client without a lawyer's
24 participation?

25 A. Yes, that would be a valid reason.

1 Q. By the way, is an insurance company
2 allowed to do that?

3 A. I don't know.

4 Q. But the insurance company is not
5 governed by the Florida rules of professional
6 conduct, are they?

7 A. They certainly are not.

8 Q. But you are?

9 A. I am.

10 Q. Do you and your lawyers attempt to
11 comply with the rules of professional conduct
12 in all respects?

13 A. Of course.

14 Q. You were asked some questions about
15 another case that I'll call a supplemental
16 case that's not part of the Bar's petition and
17 not part of the Supreme Court's suspension.
18 That's the McKecron case?

19 A. Yes.

20 Q. Now, that's the case that involved,
21 as the Bar described it, a proposal for
22 settlement; is that right?

23 A. Right.

24 Q. Now, you were deposed in connection
25 with post-trial proceedings in that case,

1 correct?

2 A. Correct.

3 Q. Was that because of your role in the
4 law firm, as distinct from your active
5 representation of the McKecron client in the
6 litigation?

7 A. I would say so, yes.

8 Q. Were you trial counsel in that case?

9 A. No, sir.

10 Q. Do you have an understanding whether
11 McKecron, the client, as part of the law
12 firm's handling of that case was, in fact,
13 informed of settlement proposals and offers by
14 the insurance company?

15 A. I believe so.

16 Q. In that case, there were no less than
17 five, five different settlement offers or
18 proposals from the insurance company.

19 Is that your understanding of the
20 file?

21 A. I believe so, yes.

22 Q. If not five, certainly more than one?

23 A. Yes, correct.

24 Q. Is it your understanding that the
25 client, in each instance, opted to proceed to

1 litigate against the insurance company?

2 A. Yes.

3 Q. Was that the decision of the Strems
4 Law Firm, as far as you know, to make the
5 client go to trial?

6 A. No.

7 Q. Did you have any role in that case
8 going to trial?

9 A. No.

10 Q. Is it fair to say that post-verdict,
11 both the prevailing party, your client and the
12 insurance company are fighting over who, if
13 any, gets fees and how much those fees should
14 be?

15 A. Yes, that's correct.

16 Q. And that's pretty contentious
17 litigation?

18 A. It is.

19 Q. Is it your understanding that the
20 position of the plaintiff, your client, is
21 that the proposal for settlement is not valid
22 and binding? It's an ineffective proposal for
23 settlement?

24 A. Correct.

25 Q. Has that matter been determined?

1 A. It has not.

2 Q. The insurance company lawyers are
3 looking for fees, as are the Strems Law Firm
4 lawyers who won the case?

5 A. Correct.

6 Q. In connection with cases like the
7 McKecron case where cases go to trial, is it
8 part of the Strems Law Firm practice to
9 educate a client about the pros and
10 consolidated of going to trial?

11 A. Yes, of course.

12 Q. The pros and consolidated of settling
13 a case?

14 A. Yes.

15 Q. The pros and consolidated of seeking
16 a dismissal of the case?

17 A. Yes.

18 Q. In the McKecron case or any of the
19 cases that are identified in the Bar's
20 petition, do you have any reason to believe
21 the clients were not fully informed of their
22 options by the assigned lawyers pursuant to a
23 lawyer's obligation of the Florida Rules of
24 Professional Conduct?

25 A. No, sir.

1 Q. You were asked some questions about a
2 bill. And that involved Mr. Fernandez and
3 Fernandez Trial Firm.

4 Remember that?

5 A. Yes.

6 Q. You had testified on direct that
7 Fernandez was, on some occasions, co-counsel
8 with the Strems Law Firm providing
9 representation in a case; is that right?

10 A. That's right.

11 Q. When Mr. Fernandez left the firm, was
12 it your understanding that he had been
13 responsible at a fairly significant level for
14 a number of cases working their way through
15 the law firm?

16 A. Yes.

17 Q. Did the law firm make a decision
18 that, to protect the clients, it was best to
19 continue with, on the appropriate occasion,
20 Mr. Fernandez as co-counsel, rather than
21 require the client's case to be completely
22 relearned by another lawyer?

23 A. Yes.

24 Q. And do you have any specific
25 information about the circumstances in the

1 Jolette Firman, F-I-R-M-A-N related litigation
2 for what caused Mr. Rodriguez to be brought in
3 as co-counsel?

4 A. No.

5 Q. When that happens, is it your
6 understanding, when there's co-counsel, that
7 the law firm is appropriately allowed to bill
8 all the lawyers who are working on that file?

9 A. Yes.

10 Q. And identify those lawyers by name?

11 A. Yes.

12 Q. If the Strems Law Firm is the lead
13 law firm in a case?

14 A. Yes.

15 Q. Whatever bill is prepared, that's not
16 -- strike that.

17 Is that the client's responsibility
18 to pay?

19 A. No.

20 Q. As you described before, that's a
21 determination of fees that is presented to the
22 insurance company if you're a prevailing party
23 or you're trying to negotiate an outcome?

24 A. Yes.

25 Q. And by the way, we know the insurance

1 company has lawyers, right?

2 A. Right.

3 Q. Do these property insurance companies
4 have staff that look over bills and account
5 statements, as far as you know?

6 A. Maybe they do.

7 Q. Have you or people in your office had
8 discussions with the insurance companies over
9 what the insurance company believes is
10 appropriate or reasonable billing on a given
11 case?

12 A. Yes.

13 Q. So it's not always the case that the
14 law firm and the insurance company go to court
15 to fight over fees?

16 A. Right.

17 Q. Did you hear in connection with that
18 Firman matter that the insurance company
19 claimed to not know in February or March of
20 2019 that Mr. Rodriguez was actually working
21 with his own shingle, the Fernandez Trial Firm
22 trial lawyers?

23 A. No.

24 Q. Is it your understanding that just
25 like the Strems Law Firm, when the Fernandez

1 Trial Firm was lead, Fernandez Trial Firm
2 would send bills, in appropriate cases, to the
3 insurance companies?

4 A. Correct.

5 Q. That includes the very insurance
6 company that was involved in the Firman
7 matter, Security First?

8 A. Yes.

9 Q. I think it was -- no. Maybe that was
10 not Security First. Let me make sure I have a
11 correct record here. Yes, it was Security
12 First.

13 You were asked some questions by the
14 Bar about how you could possibly bill for Mr.
15 Fernandez on a case that he worked on, even
16 though at the same time he had his own law
17 firm; is that right?

18 A. Yes, that's right.

19 Q. Did the Bar accuse you of wrongdoing,
20 besides the cross examination questions that
21 the Bar lawyer asked you about that?

22 A. No.

23 Q. Is there anything wrong with
24 identifying a lawyer, whatever firm that
25 lawyer is with, as having worked on the case

1 under the auspices of the Strems Law Firm?

2 A. No.

3 Q. You were asked a number of questions
4 in the AOB area, assignment of benefits area.
5 Let me ask you about the Roof Depot series of
6 questions.

7 Now, is it your understanding,
8 correct me if I got it wrong, that the Roof
9 Depot document that the Bar went through with
10 you are not part of any of the petition in
11 this case?

12 A. No, they are not.

13 Q. So the documents that were shown to
14 you today, had you been given any notice of
15 those documents being presented?

16 A. No.

17 Q. Not that you're required to be given
18 notice, but did you have any opportunity to
19 research that Roof Depot series of letters and
20 other documents?

21 A. No, sir.

22 Q. Did you -- I think you said that you
23 really didn't have any contemporaneous
24 recollection of the civil treble damages
25 letter sent to your law firm; is that right?

1 A. Correct.

2 Q. But you said it was a serious matter?

3 A. Yes.

4 Q. When such a letter raising a serious
5 matter comes to the law firm, is there a
6 process by which that matter is brought to the
7 attention of somebody in a supervisory
8 authority?

9 A. Yes.

10 Q. Do you have any reason to believe
11 that Roof Depot matter was not handled
12 in-office by the appropriate supervisory
13 person?

14 A. No, I don't.

15 Q. You had mentioned that your thinking
16 about this civil theft demand letter is that
17 Roof Depot just got it wrong?

18 A. Correct.

19 Q. In the assignment of benefits area,
20 are the assignees, the vendors who receive
21 those assignments, quite litigious?

22 A. Yes.

23 Q. And are the lawyers who represent
24 AOBs primarily quite litigious?

25 A. I'd say so.

1 Q. Is it your understanding -- strike
2 that.

3 Have you dealt with lawyers who
4 routinely represent AOB vendors, assignment of
5 benefits vendors?

6 A. If I routinely dealt with them, no.

7 Q. Has the Strems Law Firm?

8 A. Generally speaking, yeah, sure.

9 Q. As far as you are aware, has that
10 civil theft demand letter gotten anywhere?

11 A. No, sir.

12 Q. Has any determination been made that
13 the allegations by a lawyer writing off a
14 nasty letter to the Strems Law Firm had any
15 validity whatsoever?

16 A. No, sir.

17 Q. In your experience, do assignment of
18 benefits assignees often claim more scope of
19 assignment than actually exists?

20 A. Do they often claim a greater scope?

21 Q. Yes.

22 A. Typically I would say no.

23 Q. Based on your law firm practice,
24 would you expect the law firm to determine if
25 there was, in fact, a valid assignment of

1 benefits in connection with that Roof Depot?

2 A. Yes.

3 Q. Buy you were not brought into the
4 Strems Law Firm, as far as you know, in
5 connection with that letter or the list of
6 claims brought into any representation by Roof
7 Depot or its alias name, were you?

8 A. That's correct.

9 Q. And you were asked some questions
10 about what a lien on a future job means.

11 Remember that question?

12 A. Yes.

13 Q. Is it your understanding that if a
14 vendor improperly liens a piece of property,
15 that vendor can be liable for huge damages and
16 attorney's fees to the property owner?

17 A. Yes.

18 Q. Is it your belief that that Roof
19 Depot matter was resolved?

20 A. I do not believe that matter has been
21 resolved.

22 Q. Okay. Let me close by asking you
23 just briefly about this Regus law office, same
24 suite number.

25 Is it fair to say that Regus law

1 office is a company that exists as a landlord
2 around the country?

3 A. Yes, around the world.

4 Q. And they make ready-made access to
5 existing space, don't they?

6 A. Correct.

7 Q. Basically, they sell themselves as
8 elite one-stop shops?

9 A. Correct.

10 Q. That services all kinds of users; law
11 firms, small business, big businesses; is that
12 right?

13 A. That's right.

14 Q. In a way it's kind of like a we-work
15 location in a different modality?

16 A. Correct.

17 Q. And the fact that the Strems Law Firm
18 had space at the Regus law office and Mr.
19 Fernandez had space at the Regus law office
20 location, same suite, does that mean you and
21 the other firm had some business
22 interrelationship?

23 A. No, not at all.

24 Q. Are those businesses that share the
25 same receptionist in that office area?

1 A. Yes.

2 Q. The same conference room, if you
3 reserve the conference room?

4 A. That is correct.

5 Q. Is there anything about the Tampa
6 location of the Regus law office that meant
7 you and Mr. Rodriguez were, in fact, one and
8 the same?

9 A. No.

10 Q. And finally, let me close by asking
11 you whether in connection with the specific
12 matters that the Bar has asked you about on
13 cross examination, whether your familiarity
14 with those files came about because you and
15 your law firm actively looked at those files
16 to try to understand what was going on when
17 you became aware of an allegation or the Bar
18 complaint involving those matters?

19 A. Yes, that is correct.

20 MR. KUEHNE: No further questions,
21 Your Honor.

22 THE COURT: This is a logical place
23 then to conclude for the evening.

24 We will reconvene again tomorrow at
25 9 o'clock, I should think. Let's just

1 start at a normal time and just power
2 through the whole thing.

3 MR. KUEHNE: Your Honor, I do have a
4 question in terms of procedure. I had
5 mentioned a document that I would submit
6 to the Court, and Mr. Womack is familiar
7 with that document. He actually used it.
8 It was my intention to wait until we
9 finish the evidentiary presentation to
10 send those documents to the Court, unless
11 there's some document that we need to have
12 before Your Honor quickly, or I can do it
13 in piecemeal. I really want to facilitate
14 the Court on it, and I don't know that
15 it's fair to just send you --

16 THE COURT: How large is the
17 document, Mr. Kuehne?

18 MR. KUEHNE: It's only six or eight
19 pages, Judge.

20 THE COURT: Okay. You can send it to
21 me now, if you want. You can email it.
22 Natasha, are you still here? Natasha
23 has left. Just email it to me and I'll
24 print it out.

25 MR. KUEHNE: Thank you, Judge.

1 Are there any other housekeeping
2 matters that we need to address now?

3 MR. WOMACK: No, Your Honor.

4 MR. KUEHNE: No, Your Honor.

5 THE COURT: All right. I'll see
6 everyone tomorrow at 9:00.

7 (Thereupon the hearing was
8 concluded.)

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CERTIFICATE

STATE OF FLORIDA:

: SS.

COUNTY OF DADE:

I, Ileana L. Carril, Shorthand Reporter,
certify that I was authorized to and did
remotely stenographically report the foregoing
proceedings and that the transcript is a true
record.

Dated this 26th day of July 2020.



Ileana L. Carril

2020 FLORIDA PROFIT CORPORATION AMENDED ANNUAL REPORT

DOCUMENT# P08000093338

Entity Name: THE PROPERTY ADVOCATES, P.A.

Current Principal Place of Business:

2525 PONCE DE LEON BLVD,
SUITE 600
CORAL GABLES, FL 33134

Current Mailing Address:

2525 PONCE DE LEON BLVD,
SUITE 600
CORAL GABLES, FL 33134 US

FEI Number: 26-3531714

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

LAW OFFICE OF MARK A. KAMILAR
2921 SW 27TH AVE.
COCONUT GROVE, FL 33133 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: MARK KAMILAR

07/09/2020

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PRESIDENT, DIRECTOR
Name PATTERSON, HUNTER
Address 2525 PONCE DE LEON BLVD,
 SUITE 600
City-State-Zip: CORAL GABLES FL 33134

Title DIRECTOR
Name MENDIZABAL, CECILE
Address 2525 PONCE DE LEON BLVD,
 SUITE 600
City-State-Zip: CORAL GABLES FL 33134

Title TREASURER
Name NARCHET, CHRISTOPHER
Address 2525 PONCE DE LEON BLVD,
 SUITE 600
City-State-Zip: CORAL GABLES FL 33134

Title SECRETARY
Name ROMERO, ORLANDO
Address 2525 PONCE DE LEON BLVD,
 SUITE 600
City-State-Zip: CORAL GABLES FL 33134

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: HUNTER PATTERSON

P

07/09/2020

Electronic Signature of Signing Officer/Director Detail

Date

EXHIBIT
F

From: [Mark A. Kamilar, Esquire](#)
To: [Womack, John D](#)
Subject: Property Advocates PA
Date: Monday, July 20, 2020 3:00:23 PM

Derek:

I write this letter to follow up our phone call moments ago with issues regarding the new firm.

As you know Scot Strems sold his interest in The Strems Law Firm, and it has been purchased by three attorneys and renamed Property Advocates, PA.

As discussed, they see one of the first orders of business of the new firm being to resolve any problem areas of the practice and to make sure the new firm is in full compliance with Bar Rules and case issues.

Along these lines it was previously noted that Retired Judge Israel Reyes had been retained by the old firm to review its practices and suggest methods to resolve problem areas which have been pointed out by judges and the Bar.

It is further their hope to work with the Florida Bar and receive input from them in this undertaking.

If the Bar shares our confidence that Former Judge Reyes can do this work fairly and impartially, it is their intention to continue with Judge Reyes and show the Bar the changes to their practice and procedures to avoid past problems and their effort to be in full compliance.

Another alternative would be to voluntarily request a LOMAS review along the same lines.

We are specifically requesting the Bar's input to help this firm get past prior problems.

A second and somewhat related issue concerns contact with Scot Strems. The new firm understands that Scot is no longer practicing law and cannot play a role in the direction of the new firm. However, as with any other business purchased, they have questions and would request the ability to have some continuing conversations to assist them in taking over the practice.

Specifically we are looking for any cases, Rules, or direction from the Bar to give the new firm the best chance to succeed and do the best work for their clients but not to the point of running afoul of rules regarding participation by a suspended lawyer.

You advised that you would discuss these issues with Arlene Sankel and potentially other Bar personnel and advise of the Bar's position.

Thank you for your consideration in this regard.

Mark Kamilar
Attorney for Property Advocates, PA

Law Office of Mark A. Kamilar

EXHIBIT

G

2921 SW 27th Avenue
Coconut Grove, FL 33133

Ph: (305) 567-1112
Fax: (305) 567-2334
Email: kamilar@bellsouth.net
www.kamilarlaw.com

DISCLAIMER: This e-mail may contain legally privileged and confidential information and should only be read by the intended recipient. If you have received this e-mail in error, please notify us by return e-mail or by calling 305-567-1112 and immediately delete this message. If you are the intended recipient of this message, please be aware that forwarding this message to third parties or otherwise disclosing the contents of this message may constitute a waiver of the attorney-client privilege. This e-mail, unless expressly provided otherwise herein, does not create an attorney-client relationship.

Please note: Florida has very broad public records laws. Many written communications to or from The Florida Bar regarding Bar business may be considered public records, which must be made available to anyone upon request. Your e-mail communications may therefore be subject to public disclosure.

IN THE COUNTY COURT OF THE 9TH JUDICIAL CIRCUIT
IN AND FOR OSCEOLA COUNTY, FLORIDA

CASE NO.: 2020 CA 001269 CI

NADJA TORRES LUGO,

Plaintiff(s),

v.

SOUTHERN FIDELITY INSURANCE COMPANY,

Defendant,

_____ /

NOTICE OF CHANGE OF FIRM NAME AND EMAIL ADDRESSES

TO THE COURT AND ALL ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT the firm name changed from The Strems Law Firm, P.A. to The Property Advocates P.A. This name change affects the firm's email addresses as well, changing them from @stremslaw.com to @thepropertyadvocates.com as seen below. Counsel's mailing addresses and telephone numbers remain unchanged.

**PLAINTIFF'S NOTICE OF CHANGE OF ATTORNEY OF RECORD WITHIN FIRM,
DESIGNATION OF EMAIL ADDRESS & DIRECTIONS TO CLERK TO UPDATE
ATTORNEY INFORMATION**

COMES NOW, Samuel Gold, Esq., The Property Advocates, P.A. as the new attorney of record and does hereby file this Notice of Change of Attorney of Record within Firm and Designation of E-mail Address for the Plaintiff in the above-styled matter. Thus, it is respectfully requested that that undersigned be copied in all pleadings, motions and documents filed in this action. Any other Attorneys of Record should be removed as counsel of record on behalf of Plaintiff.

COMPOSITE
EXHIBIT
H

Plaintiff hereby designates the following primary and secondary electronic mail address for this matter pursuant to Florida Supreme Court's Amendment to the Florida Rule of Civil Procedure #SC10-2101 on behalf of Plaintiff:

Primary Electronic Mail Address: pleadings@thepropertyadvocates.com

Secondary Electronic Mail Address: team7@thepropertyadvocates.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy was served via E-Mail to: Jennifer L. Fitch, Esq., and Jeffrey M. Wank, Esq., jfitch@kelleykronenberg.com, jwank@kelleykronenberg.com and cdemarest@kelleykronenberg.com on this 10th day of July, 2020.

THE PROPERTY ADVOCATES, P.A.

Attorney for Plaintiff

2525 Ponce de Leon Boulevard, Suite 600

Coral Gables, Florida 33134

Telephone: (786) 430-0882

Facsimile: (305) 459-1589

Primary E-Service: pleadings@thepropertyadvocates.com

Secondary E-Service: team7@thepropertyadvocates.com

By: 

SAMUEL C. GOLD, ESQUIRE

FLORIDA BAR NO.: 0570141

**IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA
CIVIL DIVISION**

CASE NO.: 2016-006419-CA-01

MARIE COURTIN,

Plaintiff,

-VS-

HOMEOWNERS CHOICE PROPERTY & CASUALTY INSURANCE COMPANY, INC.,

Defendant.

_____ /

NOTICE OF CHANGE OF FIRM NAME AND EMAIL ADDRESSES

TO THE COURT AND ALL ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT the firm name changed from The Strems Law Firm, P.A. to The Property Advocates P.A. This name change affects the firm's email addresses as well, changing them from @stremslaw.com to @thepropertyadvocates.com as seen below. Counsel's mailing addresses and telephone numbers remain unchanged.

**PLAINTIFF'S NOTICE OF CHANGE OF ATTORNEY OF RECORD WITHIN FIRM,
DESIGNATION OF EMAIL ADDRESS & DIRECTIONS TO CLERK TO UPDATE
ATTORNEY INFORMATION**

COMES NOW, Chastity Delgado, Esq., The Property Advocates, P.A. as the new attorney of record and does hereby file this Notice of Change of Attorney of Record within Firm and Designation of E-mail Address for Plaintiff in the above-styled matter. Thus, it is respectfully requested that that undersigned be copied in all pleadings, motions and documents filed in this action. Any other Attorneys of Record should be removed as counsel of record on behalf of Plaintiff.

Plaintiff hereby designates the following primary and secondary electronic mail address for this matter pursuant to Florida Supreme Court's Amendment to the Florida Rule of Civil Procedure #SC10-2101 on behalf of Plaintiff:

Primary Electronic Mail Address: pleadings@thepropertyadvocates.com

Secondary Electronic Mail Address: team2@thepropertyadvocates.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy was served via Email to: Caryn L. Bellus, Esq. via email at pleadings@kirwanspellacy.com , mwatkins@kirwanspellacy.com, on this August 12, 2020.

Respectfully submitted,
THE PROPERTY ADVOCATES, P.A.
Attorneys for Plaintiff
2525 Ponce de Leon Boulevard, Suite 600
Coral Gables, Florida 33134
Telephone: (786) 430-0882
Facsimile: (305) 459-1589
Primary E-Service: pleadings@thepropertyadvocates.com
Secondary E-Service: team2@thepropertyadvocates.com



By: _____
CHASTITY G. DELGADO, ESQ.
FLORIDA BAR NO.: 124663



**JOHNSON
POPE
BOKOR
RUPPEL &
BURNS, LLP**

COUNSELORS AT LAW

TAMPA ■ CLEARWATER ■ ST. PETERSBURG

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TELEPHONE (813) 225-2500
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WILLIAM KALISH

FILE NO. 070710-147439

July 30, 2020

VIA FEDEX OVERNIGHT DELIVERY

The Honorable Paul Huey
Judge - Thirteenth Judicial Circuit
800 E. Twiggs Street, Suite 527
Tampa, Florida 33602

Re: The Property Advocates, P.A.

Dear Judge Huey:

This letter is to advise you that I represent the law firm The Property Advocates, P.A., formerly known as The Strems Law Firm, P.A. entity (the "FIRM.") In connection therewith, this letter is in response to an email from Sandra Duncan, your Judicial Assistant, sent to four lawyers of the FIRM on July 23, 2020, a copy of which is attached as **Exhibit A**.

I was engaged by the law firm (the "FIRM") to assure its compliance with the June 9, 2020 Order issued by the Supreme Court of Florida in *The Florida Bar vs. Scot Strems*. It is imperative to note that the order was directed to Mr. Strems although the law firm and its clients were impacted in varying degrees by the Order. A copy of the Order is attached as **Exhibit B**.

As you read the Order, the introductory paragraph orders that Scot Strems is suspended from the practice of law, then beginning with paragraph a. on the first page, the Court has ordered Mr. Strems to do or not do a variety of chores (e.g., prohibiting accepting new clients (Par a.); sending notices and the Order to all clients, opposing counsel the courts, (Par b.), various prohibitions and sending notices regarding trust accounts.

Under such circumstances, Rule 4-1.16 of the Rules Regulating the Florida Bar most pointedly governs Mr. Strems' carrying out the Order. A copy of Rule 4-1.16 is attached as **Exhibit C**. This rule deals with a lawyer who must "withdraw from the representation of the client if the representation will result in violation of the Rules of Professional Conduct." Rule 4-1.16(a)(1). Mr. Strems left the firm and is no longer a stockholder, officer and director of the Firm.

Rule 4-1.16 (b)(1) cautions that the withdrawal should "be accomplished without material adverse effect on the interests of the client." Mr. Strems has not handled on a regular basis virtually any of the clients of the firm. Three existing lawyers at the firm have become officers of the firm, and two

EXHIBIT

I



The Honorable Paul Huey

July 30, 2020

Page 2

lawyers as directors. See the attached Amended Annual Statement, a copy of which is attached as **Exhibit D**. Moreover, the name of the Firm was changed to The Property Advocates, P.A., so that Mr. Strems' name will not be attached to the firm – and, at the same time, the most important aspect of the Rule, i.e., “without material adverse effect on the interests of the client.” The clients continue to remain clients of the Firm, albeit with a name change – and, most importantly, the clients will continue to be represented by the *same lawyers* both before and after the issuance of the Order. Attached hereto as **Exhibit E** is a copy of the change of the name with the Florida Secretary of State dated July 9, 2020, thereby ensuring that the clients' representation will be “without material adverse effect on the interests of the client.” *Ibid*.

Turning to your Directive mandating an additional document be filed on all of your cases involving The Property Advocates, P.A., the FIRM's clients are at all materials times hereto, that is before, during and after the Order, the clients were and are clients of The Property Advocates, P.A., formerly known as The Strems Law Firm, P.A.

We are aware that there are some who may believe that the Firm was required to follow the Sale of Law Practice under Rule 4-1.17. A copy this rule is also attached hereto as part of Exhibit C. While this Rule conceivably *may* be employed, it is hardly mandated. The Order does NOT deal with the law firm and does NOT require the law firm to be sold. Instead, the Order requires Mr. Strems to follow various steps as set forth above – all of which have been accomplished, and NONE of which require the sale of the practice. Mr. Strems has no interest in the law firm and does NOT practice law. The transition has been carried out with the interests of the clients first and foremost. The clients continue to be represented by the *same* licensed members of The Florida Bar before, during and after the Order was issued.

In the event you have any additional inquiries, please advise me as expeditiously as possible.

Sincerely,

**JOHNSON, POPE, BOKOR, RUPPEL
& BURNS, LLP**



William Kalish

WK/mlw

Enclosures – **Exhibits A-E**

cc: Sandra Duncan, JA (via email to Sandra.Duncan@fljud13.org)

6423879v1

Hunter Patterson

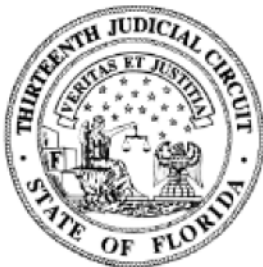
From: Duncan,Sandra <Sandra.Duncan@fljud13.org>
Sent: Thursday, July 23, 2020 2:39 PM
To: Jonathan Drake; Hunter Patterson; Orlando Romero; Christopher Narchet
Cc: Cynthia Montoya
Subject: Circuit Civil, Division I - hearings before Judge Paul Huey

[EXTERNAL EMAIL] DO NOT CLICK links or attachments if your are unsure.

Attorneys:

For any hearings taking place before Judge Huey, Circuit Civil, Division I, Hillsborough County, Florida, please e-file and upload to JAWS proof signed by your client in each case that they have hired specifically "The Property Advocates, P.A." Thank you.

****PLEASE SEND ALL REPLIES ONLY TO: circivdivi@fljud13.org**
(DO NOT SEND DUPLICATIVE EMAILS as this will delay a response.)



Sandra Duncan
Judicial Assistant to the Honorable Paul L Huey
800 E. Twiggs Street, Room 527
Tampa, FL 33602
P: (813) 272-5414

****BEFORE EMAILING THE DIVISION, please review the Court's Procedures/Preferences at:**
<http://www.fljud13.org/JudicialDirectory/PaulLHuey/ProceduresPreferences.aspx>

**** PLEASE COPY ALL PARTIES ON ALL COMMUNICATIONS TO THE COURT AND INCLUDE THE ENTIRE EMAIL CHAIN IN YOUR RESPONSE ****
(FAILURE TO DO SO CAUSES ADDITIONAL WORK FOR THE COURT, WHICH WILL CAUSE A SUBSTANTIAL DELAY IN A RESPONSE TO YOUR EMAIL)

Supreme Court of Florida

TUESDAY, JUNE 9, 2020

CASE NO.: SC20-806

Lower Tribunal No(s).:

2018-70,119 (11C-MES);

2019-70,311 (11C-MES);

2020-70,440 (11C-MES);

2020-70,444 (11C-MES)

THE FLORIDA BAR

vs. SCOT STREMS

Petitioner(s)

Respondent(s)

The Petition for Emergency Suspension filed pursuant to Rule 3-5.2 of the Rules Regulating the Florida Bar is approved and it is hereby ordered that Respondent is suspended from the practice of law until further order of this Court, and Respondent is ordered:

a. to accept no new clients from the date of this Court's order and to cease representing any clients after thirty days of this Court's order. In addition, Respondent shall cease acting as personal representative for any estate, as guardian for any ward, and as trustee for any trust and will seek to withdraw from said representation within thirty days from the date of this Court's order and will immediately turn over to any successor the complete financial records of any estate, guardianship or trust upon the successor's appointment;

EXHIBIT B

b. to immediately furnish a copy of Respondent's suspension order to all clients, opposing counsel and courts before which Respondent is counsel of record and to furnish Staff Counsel of The Florida Bar with the requisite affidavit listing all clients, opposing counsel and courts so informed within thirty days of this Court's order;

c. to stop disbursing or withdrawing any monies from any trust account related to Respondent's law practice without approval of the Florida Supreme Court or a referee appointed by the Florida Supreme Court or by order of the circuit court in which an inventory attorney has been appointed. In addition, Respondent shall deposit any fees or other sums received in connection with the practice of law or in connection with the Respondent's employment as a personal representative, guardian or trustee, paid to the Respondent within thirty days of this Court's order from which withdrawal may only be made in accordance with restrictions imposed by this Court, and to advise Bar Counsel of the receipt and location of said funds within thirty days of this Court's order;

d. to stop withdrawing any monies from any trust account or other financial institution account related to Respondent's law practice or transfer any ownership of real or personal property purchased in whole or part with funds properly belonging to clients, probate estates for which Respondent served as personal

representative, guardianship estates for which Respondent served as guardian, and trusts for which Respondent served as trustee without approval of the Florida Supreme Court or a referee appointed by the Florida Supreme Court or by order of the circuit court in which an inventory attorney has been appointed;

e. to immediately notify in writing all banks and financial institutions in which Respondent maintains an account related to the practice of law, or related to services rendered as a personal representative of an estate, or related to services rendered as a guardian, or related to services rendered as a trustee, or where Respondent maintains an account that contains funds that originated from a probate estate for which Respondent was personal representative, guardianship estate for which Respondent was guardian, or trust for which Respondent was trustee, of the provisions of respondent's suspension and to provide said financial institutions with a copy of this Court's order, and furthermore, to provide Bar Counsel with a copy of the notice sent to each bank or financial institution; and

f. to immediately comply with and provide all documents and testimony responsive to a subpoena from The Florida Bar for trust account records and any related documents necessary for completion of a trust account audit to be conducted by The Florida Bar.

The Court hereby authorizes any Referee appointed in these proceedings to determine entitlement to funds in any trust account(s) frozen as a result of an Order entered in this matter.

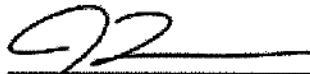
Not final until time expires to file motion for rehearing, and if filed, determined. The filing of a motion for rehearing shall not alter the effective date of this suspension.

CANADY, C.J., and POLSTON, LABARGA, LAWSON, and MUÑIZ, JJ., concur.

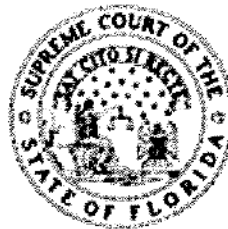
COURIEL, J., did not participate.

A True Copy

Test:



John A. Tomasino
Clerk, Supreme Court



ca

Served:

JOHN DEREK WOMACK
MARK ALAN KAMILAR
SCOTT KEVORK TOZIAN
PATRICIA ANN TORO SAVITZ

some persons of advanced age can be quite capable of handling routine financial matters while needing special legal protection concerning major transactions.

The fact that a client suffers a disability does not diminish the lawyer's obligation to treat the client with attention and respect. If the person has no guardian or legal representative, the lawyer often must act as de facto guardian. Even if the person does have a legal representative, the lawyer should as far as possible accord the represented person the status of client, particularly in maintaining communication.

If a legal representative has already been appointed for the client, the lawyer should ordinarily look to the representative for decisions on behalf of the client. If a legal representative has not been appointed, the lawyer should see to such an appointment where it would serve the client's best interests. Thus, if a disabled client has substantial property that should be sold for the client's benefit, effective completion of the transaction ordinarily requires appointment of a legal representative. In many circumstances, however, appointment of a legal representative may be expensive or traumatic for the client. Evaluation of these considerations is a matter of professional judgment on the lawyer's part.

If the lawyer represents the guardian as distinct from the ward and is aware that the guardian is acting adversely to the ward's interest, the lawyer may have an obligation to prevent or rectify the guardian's misconduct. See rule 4-1.2(d).

Disclosure of client's condition

Rules of procedure in litigation generally provide that minors or persons suffering mental disability shall be represented by a guardian or next friend if they do not have a general guardian. However, disclosure of the client's disability can adversely affect the client's interests. The lawyer may seek guidance from an appropriate diagnostician.

Amended July 23, 1992, effective January 1, 1993 (605 So.2d 252).

RULE 4-1.15 SAFEKEEPING PROPERTY

Compliance With Trust Accounting Rules. A lawyer shall comply with The Florida Bar Rules Regulating Trust Accounts.

Amended July 23, 1992, effective Jan. 1, 1993 (605 So.2d 252);, April 25, 2002 (820 So.2d 210).

RULE 4-1.16 DECLINING OR TERMINATING REPRESENTATION

(a) When Lawyer Must Decline or Terminate Representation. Except as stated in subdivision (c), a lawyer shall not represent a client or, where representation has commenced, shall withdraw from the representation of a client if:

- (1) the representation will result in violation of the Rules of Professional Conduct or law;

EXHIBIT C

RRTFB July 20, 2020

(2) the lawyer's physical or mental condition materially impairs the lawyer's ability to represent the client;

(3) the lawyer is discharged;

(4) the client persists in a course of action involving the lawyer's services that the lawyer reasonably believes is criminal or fraudulent, unless the client agrees to disclose and rectify the crime or fraud; or

(5) the client has used the lawyer's services to perpetrate a crime or fraud, unless the client agrees to disclose and rectify the crime or fraud.

(b) When Withdrawal Is Allowed. Except as stated in subdivision (c), a lawyer may withdraw from representing a client if:

(1) withdrawal can be accomplished without material adverse effect on the interests of the client;

(2) the client insists upon taking action that the lawyer considers repugnant, imprudent, or with which the lawyer has a fundamental disagreement;

(3) the client fails substantially to fulfill an obligation to the lawyer regarding the lawyer's services and has been given reasonable warning that the lawyer will withdraw unless the obligation is fulfilled;

(4) the representation will result in an unreasonable financial burden on the lawyer or has been rendered unreasonably difficult by the client; or

(5) other good cause for withdrawal exists.

(c) Compliance With Order of Tribunal. A lawyer must comply with applicable law requiring notice or permission of a tribunal when terminating a representation. When ordered to do so by a tribunal, a lawyer shall continue representation notwithstanding good cause for terminating the representation.

(d) Protection of Client's Interest. Upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interest, such as giving reasonable notice to the client, allowing time for employment of other counsel, surrendering papers and property to which the client is entitled, and refunding any advance payment of fee or expense that has not been earned or incurred. The lawyer may retain papers and other property relating to or belonging to the client to the extent permitted by law.

Comment

A lawyer should not accept representation in a matter unless it can be performed competently, promptly, without improper conflict of interest, and to completion. Ordinarily, a representation in a matter is completed when the agreed-upon assistance has been concluded. See rule 4-1.2, and the comment to rule 4-1.3.

Mandatory withdrawal

A lawyer ordinarily must decline or withdraw from representation if the client demands that the lawyer engage in conduct that is illegal or violates the Rules of Professional Conduct or law. The lawyer is not obliged to decline or withdraw simply because the client suggests such a course of conduct; a client may make such a suggestion in the hope that a lawyer will not be constrained by a professional obligation. Withdrawal is also mandatory if the client persists in a course of action that the lawyer reasonably believes is criminal or fraudulent, unless the client agrees to disclose and rectify the crime or fraud. Withdrawal is also required if the lawyer's services were misused in the past even if that would materially prejudice the client.

When a lawyer has been appointed to represent a client, withdrawal ordinarily requires approval of the appointing authority. See also rule 4-6.2. Similarly, court approval or notice to the court is often required by applicable law before a lawyer withdraws from pending litigation. Difficulty may be encountered if withdrawal is based on the client's demand that the lawyer engage in unprofessional conduct. The court may request an explanation for the withdrawal, while the lawyer may be bound to keep confidential the facts that would constitute such an explanation. The lawyer's statement that professional considerations require termination of the representation ordinarily should be accepted as sufficient. Lawyers should be mindful of their obligations to both clients and the court under rules 4-1.6 and 4-3.3.

Discharge

A client has a right to discharge a lawyer at any time, with or without cause, subject to liability for payment for the lawyer's services. Where future dispute about the withdrawal may be anticipated, it may be advisable to prepare a written statement reciting the circumstances.

Whether a client can discharge appointed counsel may depend on applicable law. A client seeking to do so should be given a full explanation of the consequences. These consequences may include a decision by the appointing authority that appointment of successor counsel is unjustified, thus requiring the client to be self-represented.

If the client is mentally incompetent, the client may lack the legal capacity to discharge the lawyer, and in any event the discharge may be seriously adverse to the client's interests. The lawyer should make special effort to help the client consider the consequences and may take reasonably necessary protective action as provided in rule 4-1.14.

Optional withdrawal

A lawyer may withdraw from representation in some circumstances. The lawyer has the option to withdraw if it can be accomplished without material adverse effect on the client's interests. The lawyer also may withdraw where the client insists on taking action that the lawyer considers repugnant, imprudent, or with which the lawyer has a fundamental disagreement.

A lawyer may withdraw if the client refuses to abide by the terms of an agreement relating to the representation, such as an agreement concerning fees or court costs or an agreement limiting the objectives of the representation.

some persons of advanced age can be quite capable of handling routine financial matters while needing special legal protection concerning major transactions.

The fact that a client suffers a disability does not diminish the lawyer's obligation to treat the client with attention and respect. If the person has no guardian or legal representative, the lawyer often must act as de facto guardian. Even if the person does have a legal representative, the lawyer should as far as possible accord the represented person the status of client, particularly in maintaining communication.

If a legal representative has already been appointed for the client, the lawyer should ordinarily look to the representative for decisions on behalf of the client. If a legal representative has not been appointed, the lawyer should see to such an appointment where it would serve the client's best interests. Thus, if a disabled client has substantial property that should be sold for the client's benefit, effective completion of the transaction ordinarily requires appointment of a legal representative. In many circumstances, however, appointment of a legal representative may be expensive or traumatic for the client. Evaluation of these considerations is a matter of professional judgment on the lawyer's part.

If the lawyer represents the guardian as distinct from the ward and is aware that the guardian is acting adversely to the ward's interest, the lawyer may have an obligation to prevent or rectify the guardian's misconduct. See rule 4-1.2(d).

Disclosure of client's condition

Rules of procedure in litigation generally provide that minors or persons suffering mental disability shall be represented by a guardian or next friend if they do not have a general guardian. However, disclosure of the client's disability can adversely affect the client's interests. The lawyer may seek guidance from an appropriate diagnostician.

Amended July 23, 1992, effective January 1, 1993 (605 So.2d 252).

RULE 4-1.15 SAFEKEEPING PROPERTY

Compliance With Trust Accounting Rules. A lawyer shall comply with The Florida Bar Rules Regulating Trust Accounts.

Amended July 23, 1992, effective Jan. 1, 1993 (605 So.2d 252);, April 25, 2002 (820 So.2d 210).

RULE 4-1.16 DECLINING OR TERMINATING REPRESENTATION

(a) When Lawyer Must Decline or Terminate Representation. Except as stated in subdivision (c), a lawyer shall not represent a client or, where representation has commenced, shall withdraw from the representation of a client if:

- (1) the representation will result in violation of the Rules of Professional Conduct or law;

EXHIBIT C

RRTFB July 20, 2020

(2) the lawyer's physical or mental condition materially impairs the lawyer's ability to represent the client;

(3) the lawyer is discharged;

(4) the client persists in a course of action involving the lawyer's services that the lawyer reasonably believes is criminal or fraudulent, unless the client agrees to disclose and rectify the crime or fraud; or

(5) the client has used the lawyer's services to perpetrate a crime or fraud, unless the client agrees to disclose and rectify the crime or fraud.

(b) When Withdrawal Is Allowed. Except as stated in subdivision (c), a lawyer may withdraw from representing a client if:

(1) withdrawal can be accomplished without material adverse effect on the interests of the client;

(2) the client insists upon taking action that the lawyer considers repugnant, imprudent, or with which the lawyer has a fundamental disagreement;

(3) the client fails substantially to fulfill an obligation to the lawyer regarding the lawyer's services and has been given reasonable warning that the lawyer will withdraw unless the obligation is fulfilled;

(4) the representation will result in an unreasonable financial burden on the lawyer or has been rendered unreasonably difficult by the client; or

(5) other good cause for withdrawal exists.

(c) Compliance With Order of Tribunal. A lawyer must comply with applicable law requiring notice or permission of a tribunal when terminating a representation. When ordered to do so by a tribunal, a lawyer shall continue representation notwithstanding good cause for terminating the representation.

(d) Protection of Client's Interest. Upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interest, such as giving reasonable notice to the client, allowing time for employment of other counsel, surrendering papers and property to which the client is entitled, and refunding any advance payment of fee or expense that has not been earned or incurred. The lawyer may retain papers and other property relating to or belonging to the client to the extent permitted by law.

Comment

A lawyer should not accept representation in a matter unless it can be performed competently, promptly, without improper conflict of interest, and to completion. Ordinarily, a representation in a matter is completed when the agreed-upon assistance has been concluded. See rule 4-1.2, and the comment to rule 4-1.3.

Mandatory withdrawal

A lawyer ordinarily must decline or withdraw from representation if the client demands that the lawyer engage in conduct that is illegal or violates the Rules of Professional Conduct or law. The lawyer is not obliged to decline or withdraw simply because the client suggests such a course of conduct; a client may make such a suggestion in the hope that a lawyer will not be constrained by a professional obligation. Withdrawal is also mandatory if the client persists in a course of action that the lawyer reasonably believes is criminal or fraudulent, unless the client agrees to disclose and rectify the crime or fraud. Withdrawal is also required if the lawyer's services were misused in the past even if that would materially prejudice the client.

When a lawyer has been appointed to represent a client, withdrawal ordinarily requires approval of the appointing authority. See also rule 4-6.2. Similarly, court approval or notice to the court is often required by applicable law before a lawyer withdraws from pending litigation. Difficulty may be encountered if withdrawal is based on the client's demand that the lawyer engage in unprofessional conduct. The court may request an explanation for the withdrawal, while the lawyer may be bound to keep confidential the facts that would constitute such an explanation. The lawyer's statement that professional considerations require termination of the representation ordinarily should be accepted as sufficient. Lawyers should be mindful of their obligations to both clients and the court under rules 4-1.6 and 4-3.3.

Discharge

A client has a right to discharge a lawyer at any time, with or without cause, subject to liability for payment for the lawyer's services. Where future dispute about the withdrawal may be anticipated, it may be advisable to prepare a written statement reciting the circumstances.

Whether a client can discharge appointed counsel may depend on applicable law. A client seeking to do so should be given a full explanation of the consequences. These consequences may include a decision by the appointing authority that appointment of successor counsel is unjustified, thus requiring the client to be self-represented.

If the client is mentally incompetent, the client may lack the legal capacity to discharge the lawyer, and in any event the discharge may be seriously adverse to the client's interests. The lawyer should make special effort to help the client consider the consequences and may take reasonably necessary protective action as provided in rule 4-1.14.

Optional withdrawal

A lawyer may withdraw from representation in some circumstances. The lawyer has the option to withdraw if it can be accomplished without material adverse effect on the client's interests. The lawyer also may withdraw where the client insists on taking action that the lawyer considers repugnant, imprudent, or with which the lawyer has a fundamental disagreement.

A lawyer may withdraw if the client refuses to abide by the terms of an agreement relating to the representation, such as an agreement concerning fees or court costs or an agreement limiting the objectives of the representation.

Assisting the client upon withdrawal

Even if the lawyer has been unfairly discharged by the client, a lawyer must take all reasonable steps to mitigate the consequences to the client. The lawyer may retain papers and other property as security for a fee only to the extent permitted by law.

Refunding advance payment of unearned fee

Upon termination of representation, a lawyer should refund to the client any advance payment of a fee that has not been earned. This does not preclude a lawyer from retaining any reasonable nonrefundable fee that the client agreed would be deemed earned when the lawyer commenced the client's representation. See also rule 4-1.5.

Amended July 23, 1992, effective January 1, 1993 (605 So.2d 252); amended May 20, 2004 (875 So.2d 448); amended March 23, 2006, effective May 22, 2006 (933 So.2d 417).

RULE 4-1.17 SALE OF LAW PRACTICE

A lawyer or a law firm may sell or purchase a law practice, or an area of practice, including good will, provided that:

(a) Sale of Practice or Area of Practice as an Entirety. The entire practice, or the entire area of practice, is sold to 1 or more lawyers or law firms authorized to practice law in Florida.

(b) Notice to Clients. Written notice is served by certified mail, return receipt requested, on each of the seller's clients of:

(1) the proposed sale;

(2) the client's right to retain other counsel; and

(3) the fact that the client's consent to the substitution of counsel will be presumed if the client does not object within 30 days after being served with notice.

(c) Court Approval Required. If a representation involves pending litigation, there will be no substitution of counsel or termination of representation unless authorized by the court. The seller may disclose, in camera, to the court information relating to the representation only to the extent necessary to obtain an order authorizing the substitution of counsel or termination of representation.

(d) Client Objections. If a client objects to the proposed substitution of counsel, the seller must comply with the requirements of rule 4-1.16(d).

(e) Consummation of Sale. A sale of a law practice may not be consummated until:

(1) with respect to clients of the seller who were served with written notice of the proposed sale, the 30-day period referred to in subdivision (b)(3) has expired or all these clients have consented to the substitution of counsel or termination of representation; and

(2) court orders have been entered authorizing substitution of counsel for all clients who could not be served with written notice of the proposed sale and whose representations involve pending litigation; provided, in the event the court fails to grant a substitution of counsel in a matter involving pending litigation, that matter may not be included in the sale and the sale otherwise will be unaffected. Further, the matters not involving pending litigation of any client who cannot be served with written notice of the proposed sale may not be included in the sale and the sale otherwise will be unaffected.

(f) Existing Fee Contracts Controlling. The purchaser must honor the fee agreements that were entered into between the seller and the seller's clients. The fees charged clients may not be increased by reason of the sale.

Comment

The practice of law is a profession, not merely a business. Clients are not commodities that can be purchased and sold at will. In accordance with the requirements of this rule, when a lawyer or an entire firm sells the practice and other lawyers or firms take over the representation, the selling lawyer or firm may obtain compensation for the reasonable value of the practice as may withdrawing partners of law firms. See rules 4-5.4 and 4-5.6.

The requirement that all of the private practice, or all of an area of practice, be sold is satisfied if the seller in good faith makes the entire practice, or area of practice, available for sale to the purchasers. The fact that a number of the seller's clients decide not to be represented by the purchasers but take their matters elsewhere, therefore, does not result in a violation. Similarly, a violation does not occur merely because a court declines to approve the substitution of counsel in the cases of a number of clients who could not be served with written notice of the proposed sale.

Sale of entire practice or entire area of practice

The rule requires that the seller's entire practice, or an area of practice, be sold. The prohibition against sale of less than an entire practice area protects those clients whose matters are less lucrative and who might find it difficult to secure other counsel if a sale could be limited to substantial fee-generating matters. The purchasers are required to undertake all client matters in the practice, or practice area, subject to client consent or court authorization. This requirement is satisfied, however, even if a purchaser is unable to undertake a particular client matter because of a conflict of interest.

Client confidences, consent, and notice

Negotiations between seller and prospective purchaser prior to disclosure of information relating to a specific representation of an identifiable client do not violate the confidentiality provisions of rule 4-1.6 any more than do preliminary discussions concerning the possible association of another lawyer or mergers between firms, with respect to which client consent ordinarily is not required. See rule 4-1.6(c)(6). Providing the prospective purchaser access to detailed information relating to the representation, for example, the file, however, requires client consent or court authorization. See rule 4-1.6. Rule 4-1.17 provides that the seller must attempt to serve each client with written notice of the contemplated sale, including the identity of the

purchaser and the fact that the decision to consent to the substitution of counsel or to make other arrangements must be made within 30 days. If nothing is heard within that time from a client who was served with written notice of the proposed sale, that client's consent to the substitution of counsel is presumed. However, with regard to clients whose matters involve pending litigation but who could not be served with written notice of the proposed sale, authorization of the court is required before the files and client-specific information relating to the representation of those clients may be disclosed by the seller to the purchaser and before counsel may be substituted.

A lawyer or law firm selling a practice cannot be required to remain in practice just because some clients cannot be served with written notice of the proposed sale. Because these clients cannot themselves consent to the substitution of counsel or direct any other disposition of their representations and files, with regard to clients whose matters involve pending litigation the rule requires an order from the court authorizing the substitution (or withdrawal) of counsel. The court can be expected to determine whether reasonable efforts to locate the client have been exhausted, and whether the absent client's legitimate interests will be served by authorizing the substitution of counsel so that the purchaser may continue the representation. Preservation of client confidences requires that the petition for a court order be considered in camera. If, however, the court fails to grant substitution of counsel in a matter involving pending litigation, that matter may not be included in the sale and the sale may be consummated without inclusion of that matter.

The rule provides that matters not involving pending litigation of clients who could not be served with written notice may not be included in the sale. This is because the clients' consent to disclosure of confidential information and to substitution of counsel cannot be obtained and because the alternative of court authorization ordinarily is not available in matters not involving pending litigation. Although these matters may not be included in the sale, the sale may be consummated without inclusion of those matters.

If a client objects to the proposed substitution of counsel, the rule treats the seller as attempting to withdraw from representation of that client and, therefore, provides that the seller must comply with the provisions of rule 4-1.16 concerning withdrawal from representation. Additionally, the seller must comply with applicable requirements of law or rules of procedure.

All the elements of client autonomy, including the client's absolute right to discharge a lawyer and transfer the representation to another, survive the sale of the practice or an area of practice.

Fee arrangements between client and purchaser

The sale may not be financed by increases in fees charged the clients of the practice. Existing agreements between the seller and the client as to fees and the scope of the work must be honored by the purchaser. This obligation of the purchaser is a factor that can be taken into account by seller and purchaser when negotiating the sale price of the practice.

Other applicable ethical standards

Lawyers participating in the sale of a law practice or a practice area are subject to the ethical standards applicable to involving another lawyer in the representation of a client for all matters pending at the time of the sale. These include, for example, the seller's ethical obligation to exercise competence in identifying a purchaser qualified to assume the practice and the purchaser's obligation to undertake the representation competently (see rule 4-1.1); the obligation to avoid disqualifying conflicts, and to secure the client's informed consent for those conflicts that can be agreed to (see rule 4-1.7 regarding conflicts and see the terminology section of the preamble for the definition of informed consent); and the obligation to protect information relating to the representation (see rules 4-1.6, 4-1.8(b), and 4-1.9(b) and (c)). If the terms of the sale involve the division between purchaser and seller of fees from matters that arise subsequent to the sale, the fee-division provisions of rule 4-1.5 must be satisfied with respect to these fees. These provisions will not apply to the division of fees from matters pending at the time of sale.

If approval of the substitution of the purchasing attorney for the selling attorney is required by the rules of any tribunal in which a matter is pending, approval must be obtained before the matter can be included in the sale (see rule 4-1.16).

Applicability of this rule

This rule applies, among other situations, to the sale of a law practice by representatives of a lawyer who is deceased, disabled, or has disappeared. It is possible that a nonlawyer, who is not subject to the Rules of Professional Conduct, might be involved in the sale. When the practice of a lawyer who is deceased, is disabled, or has disappeared is being sold, the notice required by subdivision (b) of this rule must be given by someone who is legally authorized to act on the selling lawyer's behalf, for example, a personal representative or a guardian. This is because the sale of a practice and transfer of representation involve legal rights of the affected clients.

Bona fide admission to, withdrawal from, or retirement from a law partnership or professional association, retirement plans and similar arrangements, and a sale of tangible assets of a law practice, do not constitute a sale or purchase governed by this rule.

Added July 23, 1992, effective January 1, 1993 (605 So.2d 252); amended March 23, 2006, effective May 22, 2006 (933 So.2d 417); amended July 7, 2011, effective October 1, 2011 (67 So.3d 1037); amended June 11, 2015, effective October 1, 2015 (167 So.3d 412).

RULE 4-1.18 DUTIES TO PROSPECTIVE CLIENT

(a) Prospective Client. A person who consults with a lawyer about the possibility of forming a client-lawyer relationship with respect to a matter is a prospective client.

(b) Confidentiality of Information. Even when no client-lawyer relationship ensues, a lawyer who has learned information from a prospective client may not use or reveal that information, except as rule 4-1.9 would permit with respect to information of a former client.

2020 FLORIDA PROFIT CORPORATION AMENDED ANNUAL REPORT

DOCUMENT# P08000093338

Entity Name: THE PROPERTY ADVOCATES, P.A.

Current Principal Place of Business:

2525 PONCE DE LEON BLVD,
SUITE 600
CORAL GABLES, FL 33134

Current Mailing Address:

2525 PONCE DE LEON BLVD,
SUITE 600
CORAL GABLES, FL 33134 US

FEI Number: 26-3531714

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

LAW OFFICE OF MARK A. KAMILAR
2921 SW 27TH AVE.
COCONUT GROVE, FL 33133 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: MARK KAMILAR

07/09/2020

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PRESIDENT, DIRECTOR
Name PATTERSON, HUNTER
Address 2525 PONCE DE LEON BLVD,
 SUITE 600
City-State-Zip: CORAL GABLES FL 33134

Title DIRECTOR
Name MENDIZABAL, CECILE
Address 2525 PONCE DE LEON BLVD,
 SUITE 600
City-State-Zip: CORAL GABLES FL 33134

Title TREASURER
Name NARCHET, CHRISTOPHER
Address 2525 PONCE DE LEON BLVD,
 SUITE 600
City-State-Zip: CORAL GABLES FL 33134

Title SECRETARY
Name ROMERO, ORLANDO
Address 2525 PONCE DE LEON BLVD,
 SUITE 600
City-State-Zip: CORAL GABLES FL 33134

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: HUNTER PATTERSON

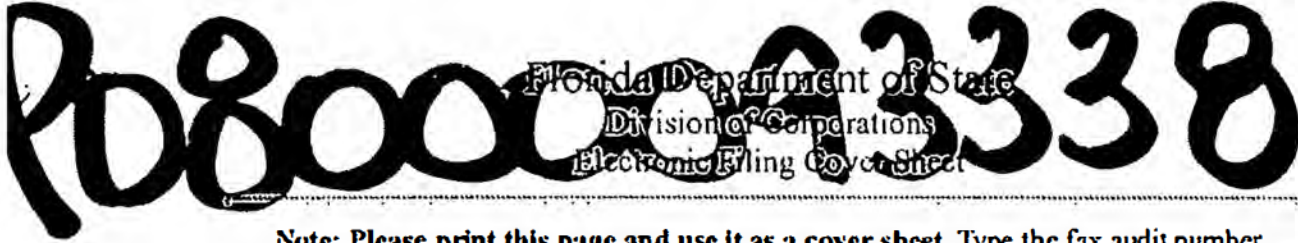
P

07/09/2020

Electronic Signature of Signing Officer/Director Detail

Date

EXHIBIT D



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To:

Division of Corporations
Fax Number : (850) 617-6380

From:

Account Name : JOHNSON, POPE, BOKOR, RUPPEL & BURNS, LLP.
Account Number : 076666002140
Phone : (727) 461-1818
Fax Number : (727) 441-8617

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THE STREMS LAW FIRM, P.A.

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Page Count	02
Estimated Charge	\$35.00

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EXHIBIT E

**ARTICLES OF AMENDMENT TO
THE ARTICLES OF INCORPORATION
OF
THE STREMS LAW FIRM, P.A.**

Pursuant to the provisions of Section 607.1006, Florida Statutes, this Florida Profit Corporation hereby adopts the following amendment(s) to its Articles of Incorporation:

1. The name of the Corporation is THE STREMS LAW FIRM, P.A.
2. The Articles of Incorporation for the Corporation were filed with the Florida Department of State effective October 14, 2018, and the Florida document number assigned to this Corporation is P08000093338.
3. Article I of this Corporation's Articles of Incorporation is hereby amended in its entirety so as to read, after amendment, as follows:

"ARTICLE I

The name of the Corporation shall be THE PROPERTY ADVOCATES, P.A."

4. Article IV of this corporation's Articles of Incorporation is hereby amended in its entirety so as to read, after amendment, as follows:

"ARTICLE IV

This corporation shall be authorized to issue One Million (1,000,000) shares of ten cents (\$0.10) per share."

5. These Articles of Amendment shall be effective upon filing with the Florida Department of State.
6. These Articles of Amendment have been adopted by Written Action in lieu of a Special Meeting of the sole Shareholder and Director of this Corporation on June 29, 2020, which vote is sufficient for approval.

IN WITNESS WHEREOF, the undersigned has executed and delivered these Articles of Amendment on behalf of this Corporation this 1 day of July, 2020.

THE STREMS LAW FIRM, P.A.

By: _____

SCOT STREMS
Registered Agent

2020 JUL -1 PM 12:12

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
FOR HILLSBOROUGH COUNTY, FLORIDA
CIRCUIT CIVIL DIVISION**

EUGENE HARRIS
Plaintiff

Case No: 17-CA-005375

vs

Division: E

SAFEPOINT INSURANCE COMPANY
Defendant

**AMENDED ORDER REGARDING PLAINTIFF'S MOTION FOR REHEARING AS TO
ORDER OF DISMISSAL FOR LACK OF PROSECUTION BEFORE HEARING**

THIS CAUSE having come on to be considered upon the Plaintiff's Motion for Rehearing as to the Court's Order of Dismissal for Lack of Prosecution Before Hearing filed with the Court by Attorney Melissa A. Giasi on or about July 16, 2020, but not yet set for hearing before the Court.

The foundational issue that this Court must address before the Court can properly rule upon the Plaintiff's Motion is the proper representation of the Plaintiff, Eugene Harris. The Court has taken Judicial Notice of the June 9, 2020 Order of the Florida Supreme Court issuing an Emergency Suspension of Mr. Scot Strems of The Strems Law Firm, P.A.. The Court has fully reviewed the stringent and exact requirements set forth within this detailed Order of Suspension. The Court also notes that the original Complaint filed in this matter reflects representation by Strems Law Firm, P.A. Attorney for Plaintiff. This Court having reviewed the Plaintiff's Motion for Rehearing, the court file, and being otherwise duly advised in the premises, it is:

ORDERED AND ADJUDGED that Counsel for the Plaintiff shall by 12:00 pm, on Friday, July 31, 2020, submit a detailed memorandum of law setting forth the authority of both Melissa A. Giasi, Esquire, and Jonathan Drake, Esquire, to represent the Plaintiff, Eugene Harris in this matter. The memorandum submitted by Plaintiff's Counsel shall address Counsels' compliance with any and all applicable Rules of Court, including, and to the extent they may apply, Rule 4-1.17(b) and (c) of the Rules Regulating the Florida Bar as well as Rule 2.505(e)(1), Fla.R.Jud.Admin. Counsel shall attach any and all documents, including any related/required notices to client, regarding these fundamental issues of Counsels' authority to represent the Plaintiff, Mr. Eugene Harris. The Court shall defer ruling on the Plaintiff's Motion for Rehearing pending review of the required memorandum.

Done and Ordered in Hillsborough County, Florida this 24th day of July, 2020.



17-CA-005375 7/24/2020 12:54:35 PM

Gregory P. Holder, Judge

Copies Furnished To:

Plaintiff
EUGENE HARRIS
8107 NORTH 11TH STREET

Defendant
SAFEPOINT INSURANCE COMPANY
12640 Telecom Drive

EXHIBIT
J

TAMPA, FL 33604

Attorney: JONATHAN GLEN DRAKE
THE PROPERTY ADVOCATES, P.A.
501 E KENNEDY BLVD
TAMPA, FL 33602

Temple Terrace, FL 33637

Attorney: CURTIS LEE ALLEN
BUTLER WEIHMULLER KATZ CRAIG LLP
400 N ASHLEY DR STE 2300
TAMPA, FL 33602

IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

JOSE WILSON,
Plaintiff,

CIRCUIT CIVIL DIVISION
CASE NO.: 20-000885 CACE 21

vs.

SOUTHERN FIDELITY INSURANCE
COMPANY,
Defendant.

**SOUTHERN FIDELITY INSURANCE COMPANY'S
AMENDED MOTION TO STAY LITIGATION AND OBJECTION TO ALLOWING
THE PROPERTY ADVOCATES FROM APPEARING AS COUNSEL OF RECORD**

Defendant, SOUTHERN FIDELITY INSURANCE COMPANY ("SFIC"), hereby files its
Amended Motion to Stay Litigation and Objection ("Motion"), in support states as follows:

INTRODUCTION

On June 9, 2020, the Florida Supreme Court issued an order ("Order") suspending Scot Strem from the practice of law. The Petition for Emergency Suspension is clear that Scot Strem is the sole owner of the Strem Law Firm. The Order directs Scot Strem to accept no new clients and to cease representing any clients after thirty (30) days of the Court's Order. The Order also directs Scot Strem to "immediately furnish a copy of Respondent's suspension order" to all clients, opposing counsel and courts before which "Respondent is counsel of record . . ."

On July 15, 2020, the Referee, appointing by the Florida Supreme Court, issued a Report and Recommendation to deny Strem's Motion to Dissolve Order of Suspension.

Southern Fidelity seeks an Order staying any further litigation until an order for substitution of counsel has been entered. It appears as though Scot Strem has sold his law practice to The Property Advocates P.A, a for profit corporation. Rule 4-1.17(b)(2) requires that the clients be informed of their "right to retain other counsel." This was not done. Rule 4-1.17(b)(3) requires that there be a substitution of counsel. This was not done. None of the requirement of Rule 4-1.17(e) have been complied with.

As such, this case must be stayed.

STATEMENT OF UNDISPUTED FACTS

1. On June 9, 2020, the Florida Supreme Court issued an Order (“Order”) suspending Scot Strems from the practice of law. *See* Exhibit A.

2. The Order reads in part: “Respondent is ordered: a. to accept no new clients from the date of this Court’s order and to cease representing any clients after thirty (30) days of this Court’s order.” *See* Exhibit A.

3. Paragraph b. reads in part: “to immediately furnish a copy of Respondent’s suspension order to all clients, opposing counsel and courts before which Respondent is counsel of record . . .” *See* Exhibit A.

4. On June 9, 2020, the Florida Bar filed a Petition for Emergency Suspension of Scot Strems from the practice of law. *See* Exhibit B.

5. Scot Strems is the sole owner of the Strems Law Firm. *See* B, ¶6.

6. Counsel of Record for this lawsuit is “The Strems Law Firm.” *See* Exhibit C.

7. On July 1, 2020, Scot Strems mailed a letter to his clients. This letter reads in part:

*“Our work continues on your file, but we write this letter to advise of changes at the law firm and matters regarding me. . . . As well, I will no longer be the owner of the law firm or involved at the firm because of this change in ownership. . . . The remainder of the attorney’s and support staff, however, remain the same. Your case has been handled by a specifically assigned attorney at the law firm and support staff which will not be affected by these changes. . . The new name of the firm will be **The Property Advocates P.A.**, and if you see that name on further papers we send to you there is no reason for your concern. . .”*

See Composite Exhibit D.

8. Public Records reflect the “sale” of the law practice. *See* Composite Exhibit D.

9. On July 15, 2020, the Referee, appointing by the Florida Supreme Court, issued a Report to deny Strem’s Motion to Dissolve Order of Suspension. *See* Exhibit E.

MOTION

The Florida Supreme Court Order reads in part: “Respondent is ordered: a. to accept no new clients from the date of this Court’s order and to cease representing any clients after thirty (30) days of this Court’s order.” See Order, Exhibit A. Paragraph b. reads in part:

“to immediately furnish a copy of Respondent’s suspension order to all clients, opposing counsel and courts before which Respondent is counsel of record . . .”

This was not done.

As noted in the introduction, the “Counsel of Record” in this case is the “The Strems Law Firm P.A./Attorney for Plaintiff.” See Exhibit C. Scot Strems is the sole owner of “The Strems Law Firm P.A./Attorney for Plaintiff.” See Petition For Emergency Suspension, ¶6, attached as Exhibit B. The Referee, appointed by the Florida Supreme Court, conducted a three (3) day evidentiary hearing, after which she made findings of fact, including that:

“*Scot Strems, Esq. is the owner and sole named partner of SLF [Strems Law Firm].*” See Pg. 4 of Exhibit E.

ORIGINAL COMPLAINT

The signature block on the Complaint reads: “STREMS LAW FIRM, Attorney for Plaintiff.” The Primary E-Service address is listed as: pleadings@stremslaw.com. The Civil Action Summons contains the primary E-Service address as well, listed as: pleadings@stremslaw.com. See Exhibit C.

This signature block and the Primary E-Service address confirm that Counsel of Record is the Strems Law Firm. See Exhibit C. See *JJN FLB LLC v. CFLB P’Ship, LLC*, 283 So. 3d 992 (Fla. 3d DCA 2019)(“ . . . petitioners are represented in the lower tribunal by the law firm of Bilzin Sumberg . . .). A law firm can be deemed the “attorney of record.” The Strems Law Firm is the attorney of record.

Pursuant to the Order of Suspension, “The Strems Law Firm” should have filed a Motion to Withdraw as counsel before July 9, 2020, and filed the “Order of Suspension” with this Court on or before July 9, 2020. *See* Exhibit A, Paragraph b. This was not done.

FAILURE TO COMPLY WITH FLORIDA BAR RULES

Based on the public records, Scot Strems has “sold” his law firm to The Property Advocates, P.A. **RULE 4-1.17 SALE OF LAW PRACTICE** reads as follows:

A lawyer or a law firm may sell or purchase a law practice, or an area of practice, including good will, provided that:

(a) Sale of Practice or Area of Practice as an Entirety. The entire practice, or the entire area of practice, is sold to 1 or more lawyers or law firms authorized to practice law in Florida.

(b) Notice to Clients. Written notice is served by certified mail, return receipt requested, on each of the seller’s clients of:

- (1) the proposed sale;
- (2) the **client’s right to retain other counsel**; and
- (3) the fact that the client’s consent to the substitution of counsel will be presumed if the client does not object within 30 days **after being served with notice**.

(c) Court Approval Required. If a representation involves pending litigation, there will be **no substitution of counsel** or termination of representation **unless authorized by the court**. The seller may disclose, in camera, to the court information relating to the representation only to the extent necessary to obtain an order authorizing the substitution of counsel or termination of representation.

(d) Client Objections. If a client objects to the proposed substitution of counsel, the seller must comply with the requirements of rule 4-1.16(d).

(e) Consummation of Sale. A sale of a law practice may not be consummated until:

- (1) with respect to clients of the seller who were served with written notice of the proposed sale, the 30-day period referred to in subdivision (b)(3) has expired or all these clients have consented to the substitution of counsel or termination of representation; and
- (2) court orders have been entered authorizing substitution of counsel for all clients who could not be served with written notice of the proposed sale and whose representations involve pending litigation; provided, **in the event the court fails to grant a substitution of counsel in a matter involving pending litigation, that matter may not be included in the sale** and the sale otherwise will be unaffected.

Scot Strems, The Strems Law Firm and The Property Advocates are all in violation of Rule 4-1.17 SALE OF LAW PRACTICE. (bold emphasis added).

This Florida Bar Rules requires written notice, via certified mail return receipt, to the client of (1) the proposed sale, and (2) the clients right to retain other counsel. See Rule 4-1.17(b). The Rule is clear: “If a representation involves pending litigation, there will be no substitution of counsel or termination of representation unless authorized by the court.” (emphasis added) See Rule 4-1.17(b). There has been no motion for substitution of counsel filed with this Court setting forth that The Strems Law Firm and The Property Advocates have complied with Rule 4-1.17.

The COMMENT to Rule 4-1.17 reads: “The practice of law is a profession, not merely a business. **Clients are not commodities** that can be purchased and sold at will.” (emphasis added) See Pg. 198 of 554 of the Florida Bar Rules.

The requirements compelled by Rule 4-1.17, include informing the client of their right to retain other counsel and requires a motion for substitution of counsel. The many Rules of Professional Conduct also require a lawyer and/or the new firm The Property Advocates P.A., to obtain the informed consent of a client or other person (e.g., a former client or, under certain circumstances, a prospective client) before accepting or continuing representation or pursuing a course of conduct. See, e.g., rules 4-1.2(c), 4-1.6(a), 4-1.7(b), and 4-1.18.

Indeed, Rule 2.505(e)(2) of the Florida Rules of Judicial Administration states:

“An attorney may appear in a proceeding in any of the following ways: . . . (2) By substitution of counsel, but only by order of court and with written consent of the client, filed with the court.”

In this instance, The Property Advocates P.A., are prohibited from simply filing a notice of appearance. This could be done by entirely new counsel obtained by the client – assuming the client chose to retain “other counsel” once informed by Scot Strems, via certified mail, of this right pursuant to Rule 4-1.17(b). But this was not done in this case.

In this instance, this lawsuit must be stayed unless and until the Strems Law Firm and The Property Advocates P.A., can show compliance with the applicable Florida Bar Rules.

STREMS LETTER TO CLIENTS

On July 1, 2020, Scot Strems sent a letter to his clients. This letter was **not** sent via certified mail, return receipt requested. The letter reads in part:

“Our work continues on your file, but we write this letter to advise of changes at the law firm and matters regarding me. . . . As well, I will no longer be the owner of the law firm or involved at the firm because of this change in ownership. . . . The remainder of the attorney’s and support staff, however, remain the same. Your case has been handled by a specifically assigned attorney at the law firm and support staff which will not be affected by these changes. . . The new name of the firm will be The Property Advocates P.A., and if you see that name on further papers we send to you there is no reason for your concern. . .” See Composite Exhibit D.

The letter does **not** offer the clients the option to retain other counsel. The letter does **not** request “written consent” to allow the new law firm The Property Advocates to continue to represent them in their pending litigation.

THE PUBLIC RECORDS

The public records, as of July 9, 2020, show the following:

- (1) Original Articles of Incorporation of The Strems Law Firm, a Florida profit corporation, dated 10.14.18;
- (2) Annual Report dated 01.28.20, showing Scot Strems as the President and sole owner of The Strems Law Firm;
- (3) An Amendment for a Name Change Only dated 07.01.20, showing The Strems Law Firm name changed to The Property Advocates, P.A., and showing this same Florida profit corporation issuing one million shares at ten cents a share; and
- (4) The Secretary of State’s website showing Scot Strems as President and sole owner of The Property Advocates, P.A.
- (5) The Secretary of State’s website showing that three (3) new officers and two (2) new directors of The Property Advocates, P.A. See Composite Exhibit D.

The document listed above - under category No. 3 - shows that The Property Advocates P.A., *a for profit corporation*, can now issue **one million shares** at ten cents a share. This document - changing the name - also confirms that Scot Strems *remains* the sole shareholder. *Id.* (“These Articles . . . have been adopted by . . . the *sole shareholder* and Director . . .”). The name change is signed by Scot Strems.

This same document also is limited to amending Articles I and IV of the original Articles of Incorporation. This new document *did not amend* Article VII of the Original Articles of Incorporation confirming and establishing Scot Strems as the *sole shareholder*. On July 9, 2020, The Property Advocates, P.A., filed an amended annual report identifying three (3) new officers and two (2) new directors. *Id.* Officers and Directors can be unpaid volunteers, paid employees, “1099” independent contractors. An Officer or Director *does not mean* that this *individual* is in fact *a shareholder*.

SUMMARY

There are only one of two possibilities:

(1) that *Scot Strems remains* the *sole shareholder* of The Property Advocates P.A., a Florida for profit corporation, and, as such, the *continued representation* of the same clients *is an intentional and knowing violation of the Order of Suspension* [Exhibit A] and the Report and Recommendation of the Referee [Exhibit E] and this Court must stay this existing litigation;

Or

(2) The Strems Law Firm “sold” its practice to The Property Advocates P.A., and neither firm complied with Rule 4-1.17; and as such, this Court must stay this litigation until the Florida Bar Rules are complied with.

CONCLUSION

The Strems Law Firm has “sold” its practice to The Property Advocates P.A. As such, The Property Advocates P.A., cannot proceed with any legal representation of this client unless and until Florida Bar Rule 4-1.17 has been complied with.

If, on the other hand, a sale has not taken place (because the original Articles of Incorporation have not been amended to reflect a sale of shares from Scot Strems to any person in The Property Advocates P.A.), then this case must be stayed immediately since Scot Strems remains the sole owner of The Property Advocates, P.A., at this time, based on the public records. This is a continuing violation of the Suspension Order.

Accordingly, Southern Fidelity seeks an Order staying any further litigation until an order for substitution of counsel has been entered. It appears that Scot Strems has sold his law practice to The Property Advocates P.A, a for profit corporation. Rule 4-1.17(b)(2) requires that the clients be informed of their “right to retain other counsel.” This was not done. Rule 4-1.17(b)(3) requires that there be a substitution of counsel. This was not done. None of the requirement of Rule 4-1.17 have been complied with. As such, this case must be stayed.

Accordingly, Southern Fidelity respectfully requests that this honorable Court grant this Motion: (1) impose a stay on this litigation, (2) grant the motion to withdraw that will – at some point be filed by the Strems Law Firm, and (3) enter an Order precluding any attorney affiliated with The Property Advocates P.A. from appearing unless and until all requirements under Rule 4-1.17 have been complied with; and grant such other relief the Court deems just and appropriate.

WHEREFORE, Southern Fidelity respectfully requests that this honorable Court grant this Motion, and grant such other relief the Court deems just and appropriate.

CERTIFICATE OF SERVICE

WE CERTIFY that a copy of the foregoing was served this 21st day of July 2020 via the Florida Courts E-Filing Portal and, where noted, by first class postal mail to those listed on the attached service list.

Chartwell Law

Attorneys for SFIC

100 SE 2nd Street, Suite 2150

Miami, Florida 33131

Tel: (305) 372-9044

Fax: (305) 372-5044

By: /s/Jorge L. Cruz-Bustillo

JORGE L. CRUZ-BUSTILLO, Esq.

Florida Bar No.: 976441

DENISSE M. IBARRA, Esq.

Florida Bar No.: 68679

SERVICE LIST

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Broward County Courthouse
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Fort Lauderdale, FL 33301

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Jelani Davis, Esq.
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pleadings@stremslaw.com
team11@stremslaw.com
jelani@stremslaw.com

**IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA**

CASE NO. CACE20000885 DIVISION 21 JUDGE Michele Towbin Singer

Jose Wilson

Plaintiff(s) / Petitioner(s)

v.

Southern Fidelity Insurance Company

Defendant(s) / Respondent(s)

ORDER (NON-DISPOSITION)

Court hereby stays the proceedings until Mr. Davis can file a substitution of counsel and accompanying proof of consent by Plaintiff and Court grants substitution of counsel.

DONE and **ORDERED** in Chambers, at Broward County, Florida on 08-04-2020.

CACE20000885 08

CACE20000885 08-04-2020 9:36 AM

Hon. Michele Towbin Singer

CIRCUIT JUDGE

Electronically Signed by Michele Towbin Singer

Copies Furnished To:

Denisse M. Ibarra , E-mail : ldecoro@chartwellllaw.com

Jelani Charles Davis , E-mail : pleadings@thepropertyadvocates.com

Jelani Charles Davis , E-mail : team11@thepropertyadvocates.com

Jelani Davis, Esq. , E-mail : team11@stremslaw.com

Scot Strem , E-mail : scot@stremslaw.com

EXHIBIT

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**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION**

AMADO MEDEROS and
MANUELA GARCIA,

Plaintiffs,

CASE NO.: 19-CA-005837

vs.

DIVISION: K

CITIZENS PROPERTY INSURANCE
CORPORATION,

Defendant.

**ORDER GRANTING, IN PART, DEFENDANT'S MOTION TO STAY PROCEEDINGS
AND STAYING CASE PENDING EVIDENTIARY HEARING**

THIS CAUSE is before the Court on Defendant's "Motion to Stay Pending Court Approved Substitution of Counsel, or Alternatively, Acknowledgement of Pro Se Representation," filed July 30, 2020. The Court has reviewed the Motion, court file, and applicable law, and it is hereby

ORDERED and **ADJUDGED** that

1. Defendants' Motion to Stay is **GRANTED** to the extent that the Court will hold an evidentiary hearing to determine whether Rule 4-1.17 of the Rules Regulating the Florida Bar or Rule 2.505(e)(2) of the Florida Rules of Judicial Administration apply such that court approval for substitution of counsel may be required;¹ and

¹ The Court notes that the only relief requested in Defendant's Motion is a stay of the case. Specifically, the Motion requests a stay "pending court approved substitution of counsel, or alternatively, acknowledgement of pro se representation." The framing of this Motion assumes only two options are available—that court approval is required for substitution of counsel, or that Plaintiffs must proceed pro se—and ignores a third potential option: that Mr. Drake, as counsel of record, may be able to continue his representation of Plaintiffs without court approval if neither Rule 4-1.17 of the Rules Regulating the Florida Bar nor Florida Rule of Judicial Administration 2.505(e)(2) apply. Thus, the purpose of the evidentiary hearing is to ensure all of the facts and relevant documents are properly presented to the Court, so the Court

2. All proceedings in this case are **STAYED** pending the evidentiary hearing. No other matters will be ruled upon until such time as the matter herein is resolved.

3. Present counsel for all parties² are directed to confer and coordinate **WITHIN TEN (10) DAYS** of the date of this order to determine a mutually-agreeable date and time upon which to schedule a one (1) hour evidentiary hearing that will be held via the Zoom platform. Counsel shall then contact the undersigned's judicial assistant to schedule the evidentiary hearing at the earliest available opportunity.

4. The parties must submit to the Court via the Division K e-mail address any written memoranda, prospective evidentiary submissions, or legal authority they wish the Court to consider no later than one (1) week before the hearing.

DONE and ORDERED in Chambers in Tampa, Hillsborough County, Florida, this the _____ day of August, 2020.

19-CA-005837 8/10/2020 12:00:42 PM

CAROLINE TESCHE ARKIN
CIRCUIT COURT JUDGE

Conformed Copies To:

Jonathan Drake, Esquire
Danny Jacobo, Esquire
Kevin George, Esquire
Gareth D. Getzin, Esquire
The Property Advocates, P.A.
501 E. Kennedy Blvd., Suite 1030
Tampa, FL 33602

David J. Tong, Esquire
Claire B. Carter, Esquire
Saxon Gilmore & Carraway, P.A.
201 E. Kennedy Boulevard, Suite 600
Tampa, FL 33602

Amado Mederos
Manuela Garcia
4409 W Jean Street
Tampa, FL 33614

can determine whether these facts trigger the application of a rule that requires court approval regarding the proper representation of Plaintiffs. Regardless of how the Motion is framed, the issue the Court must decide at the evidentiary hearing is whether either Rule, or neither Rule, applies in this case.

² The Court record presently reflects that Mr. Drake is still counsel of record for Plaintiffs.

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIRCUIT CIVIL DIVISION**

DANIEL BACA,
Plaintiff,

**CONSOLIDATED
CASE NO.: 17-CA-2198
DIVISION: E**

v.

**CITIZENS PROPERTY INSURANCE
CORPORATION,**
Defendant.

_____ /

**ALL INSURANCE RESTORATION
SERVICES, INC. a/a/o DANIEL BACA,**
Plaintiff,

CASE NO.: 19-CC-4223

v.

**CITIZENS PROPERTY INSURANCE
CORPORATION,**
Defendant.

_____ /

**ORDER GRANTING, IN PART, DEFENDANT'S MOTION TO STAY PROCEEDINGS
PENDING COURT APPROVED SUBSTITUTION OF COUNSEL, OR
ALTERNATIVELY, ACKNOWLEDGEMENT OF PRO SE REPRESENTATION**

THIS MATTER is before the Court on *Defendant's Motion to Stay Proceedings Pending Court Approved Substitution of Counsel, or Alternatively, Acknowledgement of Pro Se Representation*, filed July 30, 2020. The Court has reviewed the Motion, the court file, and the applicable law, and it is hereby

ORDERED AND ADJUDGED as follows:

1. Defendant's Motion to Stay is **GRANTED** to the extent that the Court will hold an *evidentiary* hearing to determine whether Rule 4-1.17 of the Rules Regulating the Florida Bar or

EXHIBIT
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Rule 2.505(e)(2) of the Florida Rules of Judicial Administration apply such that court approval for substitution of counsel or termination of representation may be required¹; and

2. All proceedings in this case are **STAYED** pending the evidentiary hearing. No other matters will be ruled upon or heard until such time as the matter herein is resolved. The hearing previously scheduled for Thursday, August 20, 2020, at 8:30 am is hereby cancelled.

3. The Court will set this matter for an *en banc* evidentiary hearing to be held on a virtual platform on a date and time to be determined by the Court in conjunction and coordination with other judges of the Circuit Civil Division. The Court will notify the parties of the date and time via a subsequent Notice of Hearing, and will provide the parties instruction regarding the submission of any written memoranda, prospective evidentiary submissions, or legal authority they wish the Court to consider.

DONE AND ORDERED on: _____.

17-CA-002198 8/10/2020 4:31:46 PM

GREGORY P. HOLDER
Circuit Court Judge

Electronically conformed copies furnished via JAWS to all parties/counsel properly associated to the case or added in JAWS to receive event notifications as of the date of this order.

¹ The Court acknowledges the relief requested in the Motion, but finds that an evidentiary hearing must first be held to ensure all of the facts and relevant documents are properly presented to the Court so that the Court can determine whether these facts trigger the application of a rule that requires court approval regarding the proper representation of Plaintiff.

IN THE CIRCUIT COURT OF THE 9TH
JUDICIAL CIRCUIT IN AND FOR
OSCEOLA COUNTY, FLORIDA

Case No.: 2020 CA 001269 CI

NADJA TORRES LUGO,

Plaintiff,

v.

SOUTHERN FIDELITY INSURANCE
COMPANY,

Defendant.

**DEFENDANT'S MOTION TO STRIKE NOTICE OF CHANGE OF FIRM NAME AND
MOTION TO COMPEL COMPLIANCE WITH THE SUPREME COURT OF
FLORIDA ORDER DATED JUNE 9, 2020**

Defendant, SOUTHERN FIDELITY INSURANCE COMPANY ("Southern Fidelity" or "Defendant"), pursuant to Florida Rule of Civil Procedure, hereby files this Motion to Strike the Notice of Change of Firm Name filed on July 10, 2020 and Motion to Compel compliance with the Supreme Court of Florida Order dated June 9, 2020, and states as follows:

1. Plaintiff, Nadja Torres Lugo ("Plaintiff") filed this lawsuit on May 7, 2020, against Southern Fidelity relating to a claim for insurance benefits under a homeowner's insurance policy.
2. The Complaint was filed by The Strems Law Firm. The Strems Law Firm was owned one-hundred percent by its sole shareholder and managing attorney, Scot Strems, Esq.
3. On June 5, 2020, the Florida Bar filed a Petition for Emergency Suspension against Scot Strems and The Strems Law Firm with the Supreme Court of Florida, based upon facts that established clearly and convincingly that Mr. Strems and his firm were causing "great public harm."

EXHIBIT

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4. On June 9, 2020, the Supreme Court of Florida issued an Order suspending Scot Strems, Esq. from the practice of law until further notice, and ordering him, amongst other things, to cease his representation of all clients within thirty (30) days of the date of the Order and to immediately furnish a copy of the suspension Order to all clients, opposing counsel and Courts before which The Strems Law Firm is counsel of record. A copy of the Order is attached hereto as **Exhibit “A.”**

5. On July 1, 2020, The Property Advocates, LLC, a corporation formerly owned by Scot Strems, Esq., was restructured and former employees of The Strems Law Firm were named as the new officers and directors.

6. Thereafter, The Property Advocates, LLC filed a “Notice of Change of Firm Name and Email Addresses” in this matter, on July 10, 2020.

7. It is submitted that Scot Strems, Esq. and the Strems Law Firm have failed to comply with the Supreme Court’s Order. As such, the “Notice of Change of Firm Name” must be stricken as improper, and Scot Strems, Esq., and The Strems Law Firm must be compelled to comply with the Supreme Court’s Order.

8. The actions taken by Scot Strems, Esq. and the Strems Law Firm represent a dissolution of one entity and the formation of a new business entity. This is in no way a mere name change as The Property Advocates, LLC would suggest. Specifically, and pursuant to Rule 4-8.6, Rules Regulating the Florida Bar, if the sole proprietor of a business entity (law firm) is legally disqualified from practicing law, the authorized business entity must cease providing legal services. In pertinent part, the Rule provides as follows:

(c) Qualifications of Managers, Directors and Officers. No person may serve as a partner, manager, director or executive officer of an authorized business entity that is engaged in the practice of law in Florida unless such person is legally qualified to render legal services in this state. For purposes

of this rule the term “executive officer” includes the president, vice president, or any other officer who performs a policy-making function.

(e) Disqualification of Shareholder, Member, Proprietor, or Partner; Severance of Financial Interests. Whenever a shareholder of a professional service corporation, a member of a professional limited liability company, proprietor, or partner in a limited liability partnership becomes legally disqualified to render legal services in this state, said shareholder, member, proprietor, or partner must sever all employment with and financial interests in such authorized business entity immediately. For purposes of this rule the term “legally disqualified” does not include suspension from the practice of law for a period of time less than 91 days. Severance of employment and financial interests required by this rule will not preclude the shareholder, member, proprietor, or partner from receiving compensation based on legal fees generated for legal services performed during the time when the shareholder, member, proprietor, or partner was legally qualified to render legal services in this state...

(f) Cessation of Legal Services. Whenever all shareholders of a professional service corporation, or all members of a professional limited liability company, the proprietor of a solo practice, or all partners in a limited liability partnership become legally disqualified to render legal services in this state, the authorized business entity must cease the rendition of legal services in Florida.

9. The Property Advocates, LLC filed a Notice of Change of Firm Name and Service Email, the effect of which was to advise the Court and the Parties that The Strems Law Firm changed its name. However, this is an inaccurate and improper representation of the events that transpired. This filing was not, and did not act to substitute the attorney of record and/or law firm.

10. Since Scot Strems has been admonished from the practice of law in the State of Florida, his continued appearance and/or that of his firm in this matter, constitutes the unlicensed practice of law as well as a violation of the Supreme Court’s June 9, 2020 Order.

11. Accordingly, a Stipulation for Substitution of Counsel must be filed in order to properly substitute The Property Advocates, LLC. as the attorney of record in this matter in order to legally withdraw The Strems Law Firm, P.A. from the subject litigation. Rule 2.505(f), Fla. Judicial Admin Rule (2020), provides in pertinent part as follows:

(f) Termination of Appearance of Attorney. The appearance of an attorney for a party in a proceeding shall terminate only in one of the following ways:

(1) *Withdrawal of Attorney.* By order of court, where the proceeding is continuing, upon motion and hearing, on notice to all parties and the client, such motion setting forth the reasons for withdrawal and the client's last known address, telephone number, including area code, and email address.

(2) *Substitution of Attorney.* By order of court, under the procedure set forth in subdivision (e)(2) of this rule.

(3) *Termination of Proceeding.* Automatically, without order of court, upon the termination of a proceeding, whether by final order of dismissal, by final adjudication, or otherwise, and following the expiration of any applicable time for appeal, where no appeal is taken.

(4) *Filing of Notice of Completion.* For limited representation proceedings under Florida Family Law Rule of Procedure 12.040, automatically, by the filing of a notice of completion titled "Termination of Limited Appearance" pursuant to rule 12.040(c).

12. Moreover, under Rule 4-5.8, Rules Regulating the Florida Bar, when a lawyer is departing from a firm or the firm is dissolving, such as what occurred with The Strems Law Firm, the clients must be informed that the firm is dissolving and "provide options to the clients to choose to remain a client of the law firm, to choose representation by the departing lawyer, or to choose representation by other lawyers or law firms."

13. In accordance with Rule 4-5.8, following the dissolution of the Strems Law Firm and the creation of The Property Advocates, LLC., it was a prerequisite that the clients of the now defunct Strems Law Firm had the opportunity to sign on with The Property Advocates, LLC or some other law firm. A Notice of Change of Firm Name does not comply with this requirement, as the same misrepresents that the new entity is the same as the former firm, only operating under a different name.

14. Once again, the proper mechanism to comply with the Rules Regulating the Florida Bar and the Rules of Judicial Administration include the filing of a substitution of counsel, *with written consent of the client.*

15. Scot Strems, Esq. and The Strems Law Firm have failed to provide any evidence that they complied with Rule 4-1.17, Rules Regulating the Florida Bar, which provides upon sale of a law practice, notice must be provided to clients by *certified mail, return receipt requested*, to each client of the proposed sale, advising of the client's right to retain other counsel, and the fact that consent to *substitution of counsel* will be presumed if the client does not object within thirty (30) days.

16. Assuming *arguendo*, Scot Strems, Esq. and The Strems Law Firm attempt to argue this was a sale of a law practice, the amount of time between the formation of The Property Advocates, LLC and the filing of the Notice of Change of Firm Name did not provide sufficient time for the clients' objections. Moreover, even had the timing been proper, the appropriate mechanism, once again, is the filing of a substitution of counsel.

17. As such, Plaintiff's Counsel's Notice of Change of Firm Name should be stricken and The Strems Law Firm should be compelled to comply with the Supreme Court Order. A substitution of counsel should be filed, with the clients' written consent.

18. Moreover, and although Defendant is certainly aware of the Supreme Court Order, it must be noted that The Strems Law Firm have also failed to serve a copy of the Order on Defendant, as was required.

WHEREFORE, Defendant, SOUTHERN FIDELITY INSURANCE COMPANY, respectfully requests this Court enter an Order striking the Notice of Change of Firm Name, and compelling Plaintiff's Counsel to comply with the Supreme Court of Florida Order dated June 9, 2020.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 31st day of July, 2020, this document was filed using the Florida Courts E-Filing Portal. This document is being served on all counsel and pro se parties of record by the Florida Courts E-Filing Portal, pursuant to and in compliance with Fla. R. Jud. Admin. 2.516. The mailing and electronic addresses are: SAMUEL C. GOLD, Esquire, Strem Law Firm, pleadings@stremslaw.com, 2525 Ponce de Leon Boulevard, Suite 600, Coral Gables, FL 33134, (786) 430-0882/(305) 459-1589 (F), Attorney for Plaintiff.

KELLEY KRONENBERG

/s/ Jennifer L. Fitch

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Supreme Court of Florida

TUESDAY, JUNE 9, 2020

CASE NO.: SC20-806

Lower Tribunal No(s):
2018-70,119 (11C-MES);
2019-70,311 (11C-MES);
2020-70,440 (11C-MES);
2020-70,444 (11C-MES)

THE FLORIDA BAR

vs. SCOT STREMS

Petitioner(s)

Respondent(s)

The Petition for Emergency Suspension filed pursuant to Rule 3-5.2 of the Rules Regulating the Florida Bar is approved and it is hereby ordered that Respondent is suspended from the practice of law until further order of this Court, and Respondent is ordered:

a. to accept no new clients from the date of this Court's order and to cease representing any clients after thirty days of this Court's order. In addition, Respondent shall cease acting as personal representative for any estate, as guardian for any ward, and as trustee for any trust and will seek to withdraw from said representation within thirty days from the date of this Court's order and will immediately turn over to any successor the complete financial records of any estate, guardianship or trust upon the successor's appointment;

EXHIBIT A

b. to immediately furnish a copy of Respondent's suspension order to all clients, opposing counsel and courts before which Respondent is counsel of record and to furnish Staff Counsel of The Florida Bar with the requisite affidavit listing all clients, opposing counsel and courts so informed within thirty days of this Court's order;

c. to stop disbursing or withdrawing any monies from any trust account related to Respondent's law practice without approval of the Florida Supreme Court or a referee appointed by the Florida Supreme Court or by order of the circuit court in which an inventory attorney has been appointed. In addition, Respondent shall deposit any fees or other sums received in connection with the practice of law or in connection with the Respondent's employment as a personal representative, guardian or trustee, paid to the Respondent within thirty days of this Court's order from which withdrawal may only be made in accordance with restrictions imposed by this Court, and to advise Bar Counsel of the receipt and location of said funds within thirty days of this Court's order;

d. to stop withdrawing any monies from any trust account or other financial institution account related to Respondent's law practice or transfer any ownership of real or personal property purchased in whole or part with funds properly belonging to clients, probate estates for which Respondent served as personal

representative, guardianship estates for which Respondent served as guardian, and trusts for which Respondent served as trustee without approval of the Florida Supreme Court or a referee appointed by the Florida Supreme Court or by order of the circuit court in which an inventory attorney has been appointed;

e. to immediately notify in writing all banks and financial institutions in which Respondent maintains an account related to the practice of law, or related to services rendered as a personal representative of an estate, or related to services rendered as a guardian, or related to services rendered as a trustee, or where Respondent maintains an account that contains funds that originated from a probate estate for which Respondent was personal representative, guardianship estate for which Respondent was guardian, or trust for which Respondent was trustee, of the provisions of respondent's suspension and to provide said financial institutions with a copy of this Court's order, and furthermore, to provide Bar Counsel with a copy of the notice sent to each bank or financial institution; and

f. to immediately comply with and provide all documents and testimony responsive to a subpoena from The Florida Bar for trust account records and any related documents necessary for completion of a trust account audit to be conducted by The Florida Bar.

The Court hereby authorizes any Referee appointed in these proceedings to determine entitlement to funds in any trust account(s) frozen as a result of an Order entered in this matter.

Not final until time expires to file motion for rehearing, and if filed, determined. The filing of a motion for rehearing shall not alter the effective date of this suspension.

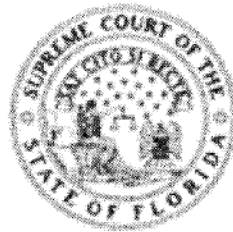
CANADY, C.J., and POLSTON, LABARGA, LAWSON, and MUÑIZ, JJ., concur.

COURIEL, J., did not participate.

A True Copy
Test:



John A. Tomasino
Clerk, Supreme Court



ca
Served:

JOHN DEREK WOMACK
MARK ALAN KAMILAR
SCOTT KEVORK TOZIAN
PATRICIA ANN TORO SAVITZ

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION

EUGENE HARRIS,

Case No.: 17-CA-005375

Plaintiff,

vs.

SAFEPOINT INSURANCE COMPANY,

Defendant.

**RESPONSE TO "AMENDED ORDER REGARDING PLAINTIFF'S MOTION FOR
REHEARING AS TO ORDER OF DISMISSAL FOR LACK OF PROSECUTION [SIC]
BEFORE HEARING"**

Giasi Law, P.A. and Melissa A. Giasi, Esq. and The Property Advocates, P.A. and Jonathan Drake, Esq., hereby file this response to the Amended Order Regarding Plaintiff's Motion for Rehearing as to Order of Dismissal for Lack of Prosecution [sic] Before Hearing, and state as follows:

Court Order

This Court has ordered undersigned counsel to:

[S]ubmit a detailed memorandum of law setting forth the authority of both Melissa A. Giasi, Esq. and Jonathan Drake Esq., to represent Plaintiff, Eugene Harris in this matter. The memorandum submitted by Plaintiff's Counsel shall address Counsels' compliance with any and all applicable Rules of Court, including, and to the extent they may apply, Rule 4-1.17(b) and (c) of the Rules Regulating the Florida Bar as well as Rule 2.505(e)(1), Fla.R.Jud.Admin. Counsel shall attach any and all documents, including any related/required notices to client, regarding these fundamental issues of Counsels' authority to represent the Plaintiff, Mr. Eugene Harris.

Giasi Law, P.A. and Melissa A. Giasi, Esq.

Giasi Law, P.A. and Melissa A. Giasi, Esq. (collectively "Giasi") were retained by The Property Advocates, P.A., formerly known as The Strems Law Firm, P.A. ("Property

EXHIBIT
P

Advocates”) to move for rehearing after this Court dismissed the above-styled case for lack of prosecution and, if necessary, to file an appeal of the dismissal if the rehearing motion is denied. The retainer agreement Plaintiff and Property Advocates authorizes it to “retain and work on this matter in conjunction with ... other attorneys.” See Exhibit “A” attached hereto.

Pursuant to Rule 2.505(e)(3), Giasi appeared in the above-styled case on July 16, 2020 by filing a notice of appearance as co-counsel. See Exhibit “B” attached hereto.

The Property Advocates, P.A. and Jonathan Drake, Esq.

On July 1, 2020, Scot Strems, as the Sole Owner (as a licensed attorney) of The Strems Law Firm, P.A., changed the name of the law firm to The Property Advocates, P.A. This was done by an amendment to the Articles of Incorporation. See Exhibit “C” attached hereto. The name change was not one entity buying out another or a transfer of the client’s file from one firm to another, but simply a change in name to the already existing entity.

On July 9, 2020, the Officers and Directors of The Property Advocates, P.A. were changed as a result of a transfer of ownership of the law firm. See Exhibit “D” attached hereto.

Property Advocates retained¹ William Kalish, Esq. to handle the change of ownership of Property Advocates contemplated by the June 9, 2020 Order of the Supreme Court of Florida in *The Florida Bar vs. Scot Strems*, Case No.: SC 20-806. By July 9, 2020 Scot Strems was no longer a stockholder, officer or director of The Property Advocates. Further, Hunter Patterson, Esq., Orlando Romero, Esq. and Christopher Narchet, Esq. became the officers and stockholders of The Property Advocates; and Mr. Patterson and Cecilie Mendizibel became the directors. Mr. Kalish

¹Even if this Court or, ultimately, The Florida Bar disagrees with the opinion of Mr. Kalish, Property Advocates and Giasi are entitled to rely on the opinion of Mr. Kalish and raise same as a defense to any rule violation(s) alleged. See *Florida Bar v. Herman*, --- So.3d ---, 2020 WL 3275569 (Fla. June 18, 2020).

was also retained to ensure that Property Advocates complied with all of the Rules Regulating the Florida Bar in connection with the transfer of ownership. To that end, Mr. Kalish advised Property Advocates that in these circumstances, Rule 4-1.16 of the Rules Regulating the Florida Bar governs. *See* Opinion Letter from Kalish attached as Exhibit “E” hereto. As outlined in Mr. Kalish’s letter, Property Advocates had the option of following the procedure of Rule 4.1-7; however, compliance with that rule is not mandated.

Respectfully submitted this 31st day of July, 2020.

GIASI LAW, P.A.

/s/ Melissa A. Giasi

Melissa A. Giasi, FBN. 37807
B.C.S. Appellate Practice and Real Estate
Primary: melissa@giasilaw.com
Secondary: cmesserschmidt@giasilaw.com
Giasi Law, P.A.
400 North Ashley Drive, Suite 1900
Tampa, FL 33602
(813) 816-1880
Co-Counsel for Plaintiff

THE PROPERTY ADVOCATES, P.A.

/s/ Jonathan Drake

Jonathan Drake, FBN 103697
Primary: jdrake@thepropertyadvocates.com
Secondary: team8@thepropertyadvocates.com
The Property Advocates, P.A.
501 E. Kennedy Blvd.
Suite 1030
Tampa, FL 33702
(813) 510-5777
Co-Counsel for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Response to Amended Order Regarding Plaintiff's Motion for Rehearing as to Order of Dismissal for Lack of Proesecution [sic] Before Hearing was filed with the Florida Clerk's E-Portal which furnished a copy via electronic mail to: Jonathan Drake, Esq, The Property Advocates, P.A., 2525 Ponce De Leon Blvd., Ste. 600, Coral Gables, FL 33134, pleadings@thepropertyadvocates.com; team8@thepropertyadvocates.com; jdrake@thepropertyadvocates.com and Curtis Lee Allen, Esq., Butler Weihmuller Katz Craig LLP, 400 N. Ashley Drive, Suite 2300, Tampa, FL 33602, callen@butler.legal; bhohman@butler.legal; eservice@butler.legal; this 31st day of July, 2020.

/s/ Melissa A. Giasi

Melissa A. Giasi
Florida Bar No. 37807

CONTINGENT FEE RETAINER AGREEMENT

Eugene Harris

RE: *Property Loss and/or Damage Claim*

#10862

The undersigned client(s) (hereinafter "CLIENT") hereby retains and employs THE STREMS LAW FIRM, P.A. (hereinafter "Attorney"), to represent Client in regard to claim(s) for claims against their insurance carrier, insurance agent, and other responsible party, arising out of a Water Damage an accident, loss, or occurrence that happened at property located 8107 N 11th ST, Tampa, FL 33604, on date 03/22/2016, and covered under the SafePoint insurance policy # SPID0345990-03, or other insurance company later identified by investigation.

WD Kitchen

1. **Attorney's Fees : Pre-Litigation:** This employment is on a contingent fee basis. If no recovery is made for, or on behalf of Client, THE CLIENT SHALL NOT PAY ATTORNEY'S FEES for any of the services rendered in this matter. From the gross recovery attorney shall receive, inclusive of pre-litigation costs, 25% of recovery (inclusive of recoverable depreciation, overhead and profit, and all claims that are to be charged from dollar one less deductible), or five percent (5%) in the event amount is recovered via an invocation of appraisal, increased to 25% if Client does not have his/her/its own appraiser. Attorney will honor and cooperate with client's choice of appraiser, estimator or loss consultant. Should the insurer invoke their right to conduct an Examination Under Oath (EUO), attorney shall be entitled to an additional one-thousand-two-hundred-fifty dollars (\$1,250.00) for professional services rendered relating to said EUO as a flat fee, which fee is contingent on recovery. THERE ARE NO UPFRONT FEES. Note: The Policyholder is responsible for half of the appraisal expenses, where applicable.
2. **Attorney's Fees: Litigation:** Client hereby authorizes Attorney to file suit against Client's insurance carrier or other responsible party should they deny, reject, or under-pay Client's claim. If the payment of attorney's fees is required to be determined by the Court, or if settlement is achieved via negotiations with the responsible party, attorney shall be entitled to receive all of such attorney's fees, including any and all contingency risk factor multipliers awarded by the Court. If a settlement includes an amount for attorney's fees, attorney shall be entitled to receive all of its expended and/or negotiated fees. In all cases whether there is a recovery of court awarded fees or not, by contract or statute, the fee shall be thirty percent (30%) or the awarded amount, whichever is greater. Pursuant to 627.428, Florida Statute, the Insurance Company is responsible to pay for the Client's attorney's fees when and if, the Client prevails against the Insurance Company. NO RECOVERY, NO FEE.
3. **Litigation Costs/Breach of Contract Actions:** Attorney is entitled to be paid by Client or award of Court, all court costs and reasonable claim related expenses incurred in this matter. Client understands and acknowledges that Attorney may retain and work on this matter in conjunction with a loss consulting group or other attorneys, and that associated costs and expenses for work performed by that consulting group or attorneys prior to litigation may be advanced by this Attorney. Any work performed by the loss consulting group, or Attorney, in association with any litigation of this matter shall be in the capacity of a retained expert, and will be billed in addition to any attorney fees owed in accordance with the above. Expenses are to never exceed 35% of indemnity/settlement recovered. Client agrees that in the event of a fee payment dispute, Attorney is entitled to and may file a charging and retaining lien to recover its outstanding fees and costs. In the event that Client has retained an expert, consultant, or public adjuster, prior to retaining the Attorney, Client and Attorney affirms that they will acknowledge prior relationship(s) and will honor Client's agreement. Client affirms that they will remain liable for professional fees incurred as a result of prior agreement.
4. **Client Cooperation:** Client agrees to cooperate with the Attorney's requests, to be available to the Attorney at reasonable times and places, and to keep Attorney fully advised as to current address and telephone number. It is agreed that The client further understands that these cases take many months to analyze, gather information and study. For these reasons, the Client recognizes the right of said law office to withdraw from the case and return copies of the file to the undersigned client at said law office's discretion, whenever the law office is of the opinion that the chances for success do not justify going forward.
5. **Statement of Client Rights:** Client represents that before signing this contract they have received and read The Statement of Client's Rights. Client affirms that they understand their rights set forth therein. Client affirms they have signed The Statement of Client's Rights and have received a copy. This contract may be canceled by written notification to the Attorney within 3 business days of signing by Client. If cancelled, Client shall not be obligated to pay any fees to Attorney for any/all work performed during that time. If Attorney has advanced funds to others in representation of the Client, Attorney is entitled to be reimbursed for all amounts advanced on behalf of Client.
6. **Early Termination:** In the event Client chooses to terminate contract before an agreement to settle with the responsible party is made, and Client settles the claim personally and/or through other counsel, Client agrees to compensate the attorney a reasonable hourly rate for all past legal services performed and costs expended prior to termination. The Parties agree and direct that such payment will be made out of the settlement proceeds and the insurance company or responsible party is directed to pay or withhold settlement proceeds accordingly.
7. **Power of Attorney:** Client authorizes the Attorney, on their behalf, to execute any and all documents, including pleadings, stipulations and agreements, and to retain in their name, the services of any and all accountants, expert witnesses, appraisers, contractors and investigators whom in its discretion are deemed necessary to prepare for the prosecution of the action described above. Client further authorizes attorney to pay out of the proceeds of recovery all unpaid costs and liens. Client authorizes attorney to endorse Client's signatures on any settlement check and to deposit check into Attorney's trust account.
8. **MORTGAGE COMPANY AS ADDITIONAL PAYEE:** Client understands and consents that if there is an outstanding mortgage on the property, the Mortgagee has a right to be a co-payee on all insurance checks for real property damages. Client will be solely responsible to obtain the Mortgagee's endorsement of such checks. The Client agrees that whether there are mortgage obligations or not, Client is held 100% responsible for THE STREMS LAW FIRM, P.A., entire fee and costs along with any other fee(s) incurred throughout your claim resolution. If your claim is a monitored claim, the entire fee of THE STREMS LAW FIRM, P.A. is to be deducted from the first disbursement.

9. **Entire Agreement:** This agreement contains the entire understanding between Client and Attorney and there are no other agreements, promises or undertakings between them except as set forth herein. Client acknowledges having received a copy of this Contingent Fee Retainer Agreement. If at any time Client owes outstanding attorney's fees or costs to the Attorney, and the Attorney must resort to its legal remedies to collect such fees and costs, then Client agrees that the prevailing party in any such action shall be entitled to recover from the non-prevailing party reasonable attorney's fees and costs incurred in such litigation, including as to any appeal thereof. In such event, Client agrees that said action shall be brought in the courts of Miami Dade County, where jurisdiction will lie, exclusively.

F.S. 817.234(1)(b) Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Additional Insureds: Roberta Harris
Phone: 813-247-5365
Mobile:
Address: 8107 N 11th ST., Tampa, FL 33604
Email:
Type of Loss: Water Damage
Date of Loss: 03/22/2016
Damaged Areas: Kitchen leak Under the sink affecting cabinets and
Have you Received Payment for your Claim? No
Has your claim already been Denied? No
Claim Number:
Appraiser or Public Adjuster Name: CCC/AL

STATEMENT OF CLIENT'S RIGHTS

Before you, the prospective client, arrange a contingency fee agreement with a lawyer, you should understand this Statement of your rights as a client. This statement is not a part of the actual contract between you and your lawyer, but as a prospective client, you should be aware of these rights:

1. There is no legal requirement that a lawyer charge a client a set fee or a percentage of money recovered in a case. You, the client, have the right to talk with your lawyer about the proposed fee and to bargain about the rate or percentage as in any other contract. If you do not reach an agreement with one lawyer, you may talk with other lawyers.
2. Any contingency fee contract must be in writing and you have three (3) business days to reconsider the contract. You may cancel the contract without any reason if you notify your lawyer in writing within three (3) business days of signing the contract. If you withdraw from the contract within the first three (3) business days, you do not owe the lawyer a fee, although you may be responsible for the lawyer's actual costs during that time, if any. If your lawyer begins to represent you, your lawyer may not withdraw from the case without giving you notice, delivering necessary papers to you, and allowing you time to employ another lawyer. Often, your lawyer must obtain court approval before withdrawing from a case. If you discharge your lawyer without good cause after the three-day period, you may have to pay a fee for work the lawyer has done.
3. Before hiring a lawyer, you, the client, have the right to know about the lawyer's education, training and experience. If you ask, the lawyer should tell you specifically about their actual experience dealing with cases similar to yours. If you ask, the lawyer should provide information about special training or knowledge and give you this information in writing if you request it.
4. Before signing a contingency fee contract with you, a lawyer must advise you whether he or she intends to handle your case alone or whether other lawyers will be helping with the case. If your lawyer intends to refer the case to other lawyers, he or she should tell you what kind of fee sharing arrangement will be made with the other lawyers. If lawyers from different law firms will represent you, at least one lawyer from each law firm must sign the contingency fee contract.
5. If your lawyer intends to refer your case to another lawyer or counsel with other lawyers, your lawyer should tell you about that at the beginning. If your lawyer takes the case and later decides to refer it to another lawyer or to associate with other lawyers, you should sign a new contract which includes the new lawyers. You, the client, also have the right to consult with each lawyer working on your case and each lawyer is legally responsible to represent your interests and is legally responsible for the acts of the other lawyers involved in the case.
6. You, the client, have the right to know in advance how you will need to pay the expenses and the legal fees at the end of the case. If you pay a deposit in advance for costs, you may ask reasonable questions about how the money will be or has been spent and how much of it remains unspent. Your lawyer should give a reasonable estimate about future necessary costs. If your lawyer agrees to lend or advance you money to prepare or research the case, you have the right to know periodically how much money your lawyer has spent on your behalf. You also have the right to decide, after consulting with your lawyer, how much money is to be spent to prepare a case. If you pay the expenses, you have the right to decide how much to spend. Your lawyer should also inform you whether the fee will be based on the gross amount recovered or on the amount recovered minus costs.
7. You, the client, have the right to be told by your lawyer about possible adverse consequences if you lose the case. These adverse consequences might include money which you might have to pay to your lawyer for costs, and liability you might have for attorney's fees to the other side.

8. You, the client, have the right to receive and approve a closing statement at the end of the case before you pay any money. The statement must list all of the financial details of the entire case, including the amount recovered, all expenses, and a precise statement of your lawyer's fee. Until you approve the closing statement, you need not pay anymore money to anyone, including your lawyer. You also have the right to have every lawyer or law firm working on your case sign this closing statement.
9. You, the client, have the right to ask your lawyer at reasonable intervals how the case is progressing and to have these questions answered to the best of your lawyer's ability.
10. You, the client, have the right to make the final decision regarding settlement of the case. Your lawyer must notify you of all offers of settlement before and after the trial. Offers during the trial must be immediately communicated and you should consult with your lawyer regarding whether to accept a settlement. However, you must make the final decision to accept or reject a settlement.
11. If at any time, you, the client, believe that your lawyer has charged an excessive or illegal fee, you, the client, have the right to report the matter to The Florida Bar, the agency that oversees the practice and behavior of all lawyers in Florida. For information on how to reach The Florida Bar, call 904-222-5286, or contact the local bar association. Any disagreement between you and your lawyer about a fee can be taken to court and you may wish to hire another lawyer to help resolve this disagreement. Usually, fee disputes must be handled in a separate lawsuit.

AFFIRMATION

Hiring an attorney is an important decision, which should be approached with careful consideration. In our mission to best represent your interests, it is our duty to inform you that there are multiple firms in the South Florida area that practice first party insurance litigation. You can find firms experienced in insurance claims by calling a local Bar Referral Service, such as the Miami-Dade County Bar Association Referral Service, at (305) 371 - 2220. Before signing this agreement, you should know that you have the right to choose and select an attorney of your own choosing, and that your choice should be made voluntarily and after careful consideration. You further affirm that your choice was not due to any solicitation or coercion, on the part of any public adjuster, appraiser, loss consultant, estimator, attorney or otherwise.

Insured: (Eugene S Harris)

☒ By checking this box you affirm that you have thoroughly read and understood the terms and conditions of retainer agreement provided herein. You understand you are hiring legal counsel for this matter and you further understand you are free to hire any attorney of your choosing, but have chosen to retain The Strems Law Firm, P.A., and you are doing so freely, knowingly, and intelligently. Moreover, you have done so after speaking to an attorney with the firm.

☒ By checking this box you affirm you have read and understand the following:

Fraud Statement

Pursuant to s. 817.234, Florida Statutes, any person who, with the intent to injure, defraud, or deceive any insurer or insured, prepares, presents, or causes to be presented a proof of loss or estimate of cost or repair of damages property in support of a claim under an insurance policy knowing that the proof of loss or estimate of claim or repairs contains any false, incomplete or misleading information concerning any fact or thing in material to the claim commits a felony of the third degree, punishable as provided in s.775.082 s.775.803, or s.775.084, Florida Statutes,



Client Signature

Eugene S Harris

PRINT

03/22/2016

Date



Attorney

8. You, the client, have the right to receive and approve a closing statement at the end of the case before you pay any money. The statement must list all of the financial details of the entire case, including the amount recovered, all expenses, and a precise statement of your lawyer's fee. Until you approve the closing statement, you need not pay anymore money to anyone, including your lawyer. You also have the right to have every lawyer or law firm working on your case sign this closing statement.
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10. You, the client, have the right to make the final decision regarding settlement of the case. Your lawyer must notify you of all offers of settlement before and after the trial. Offers during the trial must be immediately communicated and you should consult with your lawyer regarding whether to accept a settlement. However, you must make the final decision to accept or reject a settlement.
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Insured: (Eugene S Harris)

☒ By checking this box you affirm that you have thoroughly read and understood the terms and conditions of retainer agreement provided herein. You understand you are hiring legal counsel for this matter and you further understand you are free to hire any attorney of your choosing, but have chosen to retain The Strems Law Firm, P.A., and you are doing so freely, knowingly, and intelligently. Moreover, you have done so after speaking to an attorney with the firm.

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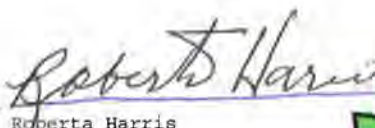
Client Signature

Eugene S Harris

PRINT

03/22/2016

Date


Roberta Harris

Roberta W. HARRIS

Roberta Harris

Attorney



IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION

EUGENE HARRIS,

Case No.: 17-CA-005375

Plaintiff,

vs.

SAFEPOINT INSURANCE COMPANY,

Defendant.

**NOTICE OF APPEARANCE AS CO-COUNSEL FOR PLAINTIFF AND DESIGNATION
OF E-MAIL ADDRESSES**

Melissa A. Giasi, Esq., Erin M. Berger, Esq. and Giasi Law, P.A. hereby file this notice of appearance as co-counsel for Plaintiff, Eugene Harris, in the above-captioned matter and request that copies of all motions, notices, brief, orders, correspondence and other papers be served on the undersigned at the following addresses:

Email Addresses:

Primary: melissa@giasilaw.com
Secondary: eberger@giasilaw.com
Alternative: cmesserschmidt@giasilaw.com

Mailing Address:

Giasi Law, P.A.
400 North Ashley Drive, Suite 1900
Tampa, FL 33602



Melissa A. Giasi, FBN. 37807
melissa@giasilaw.com
Erin M. Berger, FBN. 14977
eberger@giasilaw.com
Giasi Law, P.A.
400 North Ashley Drive, Suite 1900
Tampa, FL 33602
(813) 816-1880
Co-Counsel for Plaintiff

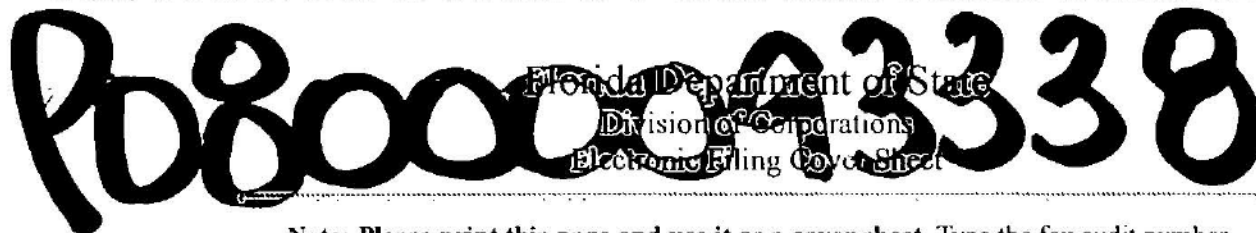
EXHIBIT "B"

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Notice of Appearance as Co-Counsel for Plaintiff was filed with the Florida Courts E-Filing Portal which furnished a copy via electronic mail to: Jonathan Drake, Esq, The Property Advocates, P.A., 2525 Ponce De Leon Blvd., Ste. 600, Coral Gables, FL 33134, pleadings@thepropertyadvocates.com; team8@thepropertyadvocates.com; jdrake@thepropertyadvocates.com and Curtis Lee Allen, Esq., Butler Weihmuller Katz Craig LLP, 400 N. Ashley Drive, Suite 2300, Tampa, FL 33602, callen@butler.legal; bhohman@butler.legal; eservice@butler.legal this 14th day of July, 2020.



Melissa A. Giasi
Florida Bar No. 37807
Erin M. Berger
Florida Bar No. 14977



Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

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H200002058733ABC.

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850)617-6380

From:

Account Name : JOHNSON, POPE, BOKOR, RUPPEL & BURNS, LLP.
Account Number : 076666002140
Phone : (727)461-1818
Fax Number : (727)441-8617

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: _____ JUL 02 2020

**COR AMND/RESTATE/CORRECT OR O/D RESIGN
THE STREMS LAW FIRM, P.A.**

Certificate of Status	0
Certified Copy	0
Page Count	02
Estimated Charge	\$35.00

Electronic Filing Menu

Corporate Filing Menu

Help

**ARTICLES OF AMENDMENT TO
THE ARTICLES OF INCORPORATION
OF
THE STREMS LAW FIRM, P.A.**

Pursuant to the provisions of Section 607.1006, Florida Statutes, this Florida Profit Corporation hereby adopts the following amendment(s) to its Articles of Incorporation:

1. The name of the Corporation is THE STREMS LAW FIRM, P.A.
2. The Articles of Incorporation for the Corporation were filed with the Florida Department of State effective October 14, 2018, and the Florida document number assigned to this Corporation is P08000093338.
3. Article I of this Corporation's Articles of Incorporation is hereby amended in its entirety so as to read, after amendment, as follows:

"ARTICLE I

The name of the Corporation shall be THE PROPERTY ADVOCATES, P.A."

4. Article IV of this corporation's Articles of Incorporation is hereby amended in its entirety so as to read, after amendment, as follows:

"ARTICLE IV

This corporation shall be authorized to issue One Million (1,000,000) shares of ten cents (\$0.10) per share."

5. These Articles of Amendment shall be effective upon filing with the Florida Department of State.
6. These Articles of Amendment have been adopted by Written Action in lieu of a Special Meeting of the sole Shareholder and Director of this Corporation on June 29, 2020, which vote is sufficient for approval.

IN WITNESS WHEREOF, the undersigned has executed and delivered these Articles of Amendment on behalf of this Corporation this 1 day of July, 2020.

THE STREMS LAW FIRM, P.A.

By: _____

SCOT STREMS
Registered Agent

6352648

2020 JUL -1 PM 12:12

(((H20000205873 3)))

2020 FLORIDA PROFIT CORPORATION AMENDED ANNUAL REPORT

DOCUMENT# P08000093338

Entity Name: THE PROPERTY ADVOCATES, P.A.**Current Principal Place of Business:**2525 PONCE DE LEON BLVD,
SUITE 600
CORAL GABLES, FL 33134**Current Mailing Address:**2525 PONCE DE LEON BLVD,
SUITE 600
CORAL GABLES, FL 33134 US**FEI Number:** 26-3531714**Certificate of Status Desired:** No**Name and Address of Current Registered Agent:**LAW OFFICE OF MARK A. KAMILAR
2921 SW 27TH AVE.
COCONUT GROVE, FL 33133 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.***SIGNATURE:** MARK KAMILAR

07/09/2020

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title	PRESIDENT, DIRECTOR
Name	PATTERSON, HUNTER
Address	2525 PONCE DE LEON BLVD, SUITE 600
City-State-Zip:	CORAL GABLES FL 33134

Title	DIRECTOR
Name	MENDIZABAL, CECILE
Address	2525 PONCE DE LEON BLVD, SUITE 600
City-State-Zip:	CORAL GABLES FL 33134

Title	TREASURER
Name	NARCHET, CHRISTOPHER
Address	2525 PONCE DE LEON BLVD, SUITE 600
City-State-Zip:	CORAL GABLES FL 33134

Title	SECRETARY
Name	ROMERO, ORLANDO
Address	2525 PONCE DE LEON BLVD, SUITE 600
City-State-Zip:	CORAL GABLES FL 33134

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: HUNTER PATTERSON

P

07/09/2020

Electronic Signature of Signing Officer/Director Detail

Date

EXHIBIT "D"



**JOHNSON
POPE**
BOKOR
RUPPEL &
BURNS, LLP

COUNSELORS AT LAW

TAMPA ■ CLEARWATER ■ ST. PETERSBURG

SUNTRUST FINANCIAL CENTRE
401 EAST JACKSON STREET, SUITE 3100
TAMPA, FLORIDA 33602
POST OFFICE BOX 100
TAMPA, FLORIDA 33601-1100
TELEPHONE (813) 225-2500
FAX (813) 223-7118
EMAIL: WILLIAMK@JPFIRM.COM

WILLIAM KALISH

FILE NO. 070710-147439

July 31, 2020

The Honorable Gregory P. Holder
Judge, Thirteenth Judicial Circuit
800 E. Twiggs Street, Room 513
Tampa, Florida 33602

Re: Eugene Harris vs. Safepoint Insurance Company
Case No.: 17-CA-005375
Division: E

Dear Judge Holder:

This letter is to advise you that I represent the law firm The Property Advocates, P.A., formerly known as The Strems Law Firm, P.A. (the "FIRM.") In connection therewith, this letter is in response to the Amended Order Regarding Plaintiff's Motion For Rehearing as to Order of Dismissal for Lack of Prosecution Before Hearing which was ordered on July 24, 2020 in the above-captioned case. A copy of the Amended Order is attached as **Exhibit A**.

I was engaged by the law firm (the "FIRM") to assure its compliance with the June 9, 2020 Order issued by the Supreme Court of Florida in *The Florida Bar vs. Scot Strems*. It is imperative to note that the order (the "Order") was directed to Mr. Strems although the law firm and its clients were impacted to varying degrees by the Order. A copy of the Order is attached as **Exhibit B**.

As you read the Order, the introductory paragraph orders that Scot Strems is suspended from the practice of law, then beginning with paragraph a. on the first page, the Court has ordered Mr. Strems to do or not do a variety of chores (e.g., prohibiting accepting new clients (Par a.); sending notices and the Order to all clients, opposing counsel the courts, (Par b.), various prohibitions and sending notices regarding trust accounts etc.

Under such circumstances, Rule 4-1.16 of the Rules Regulating the Florida Bar most pointedly governs Mr. Strems' carrying out his obligations under the Order. A copy of Rule 4-1.16 is attached as **Exhibit C**. This rule deals with a lawyer who must "withdraw from the representation of the client if the representation will result in violation of the Rules of Professional Conduct." Rule 4-1-1.16(a)(1). Mr. Strems left the firm and is no longer a stockholder, officer and director of the Firm.

Rule 4-1.16(b)(1) cautions that the withdrawal should "be accomplished without material adverse effect on the interests of the client." Mr. Strems has not handled on a regular basis virtually any

EXHIBIT "E"



The Honorable Gregory P. Holder
July 31, 2020
Page 2

of the clients of the firm. Three existing lawyers at the firm have become officers of the firm, and two lawyers as directors. See the attached Amended Annual Statement, a copy of which is attached as **Exhibit D**. Moreover, the name of the Firm was changed to The Property Advocates, P.A., so that Mr. Strems' name will not be attached to the firm – and, at the same time, the most important aspect of the Rule, i.e., “without material adverse effect on the interests of the client.” The clients continue to remain clients of the Firm, albeit with a name change – and, most importantly, the clients will continue to be represented by the *same lawyers* both before and after the issuance of the Order. Attached hereto as **Exhibit E** is a copy of the change of the name with the Florida Secretary of State dated July 9, 2020, thereby ensuring that the clients' representation will be “without material adverse effect on the interests of the client.” *Ibid*.

Turning to your July 24, 2020 Amended Order mandating a detailed memorandum of law setting forth the authority of both Melissa A. Giasi and Jonathan Drake to represent the Plaintiff, Eugene Harris in the above matter, this letter supports the Memorandum as to said Counsels' compliance with any and a;; Rules of Court, including *and to the extent they apply (emphasis supplied)*, Rule 4-1.17 (b) and (c) of the Rules Regulating the Florida Bar and Rule 2.505 (e)(1), Fla.R.Jud.Admin. It is important to recognize the law firm chosen by the Plaintiff is the *same* law firm before and after the issuance of the Florida Supreme Court's June 9, 2020 Order. It has been The Property Advocates, P.A. formerly known as The Strems Law Firm, P.A. – and that Ms. Giasi has been also been added by the recent motions.

We are aware that there are some who may believe that the Firm was required to follow the Sale of Law Practice under Rule 4-1.17. A copy this rule is also attached hereto as part of Exhibit C. While this Rule conceivably may be employed, it is hardly mandated. The Order does NOT deal with the law firm and does NOT require the law firm to be sold. Instead, the Order requires Mr. Strems to follow various steps as set forth above – all of which have been accomplished, and NONE of which require the sale of the practice. Mr. Strems has no interest in the law firm and does NOT practice law. The transition has been carried out with the interests of the clients first and foremost. The clients continue to be represented by the *same* licensed members of The Florida Bar before, during and after the Order was issued. Indeed, Rule 4-1.16 (b)(1) makes clear that the changes contemplated by Order should, indeed must be accomplished “without material adverse effect on the interests of the client.” The Supreme court did NOT require that the firm's clients must obtain new counsel. Indeed, the inherent complications of a different law firm will eventually require a *quantum meruit* analysis when and if there is a judgment or settlement, let alone all of the inherent and unnecessary delay in this case. It also follows that because there has been no change in Mr. Harris' lawyers, there is no need to enter new appearances.



JOHNSON POPE
BOKOR RUPPEL & BURNS, LLP

COUNSELORS AT LAW

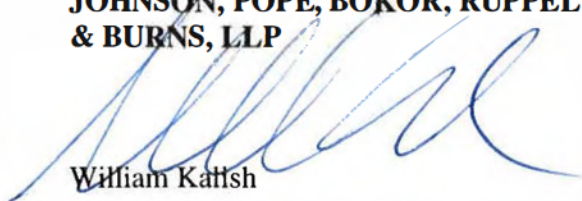
TAMPA ■ CLEARWATER ■ ST. PETERSBURG

The Honorable Gregory P. Holder
July 31, 2020
Page 3

In the event you have any additional inquiries, please advise me as expeditiously as possible.

Sincerely,

**JOHNSON, POPE, BOKOR, RUPPEL
& BURNS, LLP**



William Kallish

WK/mlw
Enclosures – **Exhibits A-E**

6424461v1

Hunter Patterson

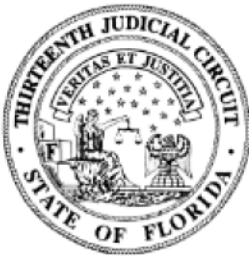
From: Duncan,Sandra <Sandra.Duncan@fljud13.org>
Sent: Thursday, July 23, 2020 2:39 PM
To: Jonathan Drake; Hunter Patterson; Orlando Romero; Christopher Narchet
Cc: Cynthia Montoya
Subject: Circuit Civil, Division I - hearings before Judge Paul Huey

[EXTERNAL EMAIL] DO NOT CLICK links or attachments if your are unsure.

Attorneys:

For any hearings taking place before Judge Huey, Circuit Civil, Division I, Hillsborough County, Florida, please e-file and upload to JAWS proof signed by your client in each case that they have hired specifically "The Property Advocates, P.A." Thank you.

****PLEASE SEND ALL REPLIES ONLY TO: circivdivi@fljud13.org**
(DO NOT SEND DUPLICATIVE EMAILS as this will delay a response.)



Sandra Duncan
Judicial Assistant to the Honorable Paul L Huey
800 E. Twiggs Street, Room 527
Tampa, FL 33602
P: (813) 272-5414

****BEFORE EMAILING THE DIVISION, please review the Court's Procedures/Preferences at:**
<http://www.fljud13.org/JudicialDirectory/PaulLHuey/ProceduresPreferences.aspx>

**** PLEASE COPY ALL PARTIES ON ALL COMUNICATIONS TO THE COURT AND INCLUDE THE ENTIRE EMAIL CHAIN IN YOUR RESPONSE ****
(FAILURE TO DO SO CAUSES ADDITIONAL WORK FOR THE COURT, WHICH WILL CAUSE A SUBSTANTIAL DELAY IN A RESPONSE TO YOUR EMAIL)

Supreme Court of Florida

TUESDAY, JUNE 9, 2020

CASE NO.: SC20-806

Lower Tribunal No(s):

2018-70,119 (11C-MES);

2019-70,311 (11C-MES);

2020-70,440 (11C-MES);

2020-70,444 (11C-MES)

THE FLORIDA BAR

vs. SCOT STREMS

Petitioner(s)

Respondent(s)

The Petition for Emergency Suspension filed pursuant to Rule 3-5.2 of the Rules Regulating the Florida Bar is approved and it is hereby ordered that Respondent is suspended from the practice of law until further order of this Court, and Respondent is ordered:

a. to accept no new clients from the date of this Court's order and to cease representing any clients after thirty days of this Court's order. In addition, Respondent shall cease acting as personal representative for any estate, as guardian for any ward, and as trustee for any trust and will seek to withdraw from said representation within thirty days from the date of this Court's order and will immediately turn over to any successor the complete financial records of any estate, guardianship or trust upon the successor's appointment;

b. to immediately furnish a copy of Respondent's suspension order to all clients, opposing counsel and courts before which Respondent is counsel of record and to furnish Staff Counsel of The Florida Bar with the requisite affidavit listing all clients, opposing counsel and courts so informed within thirty days of this Court's order;

c. to stop disbursing or withdrawing any monies from any trust account related to Respondent's law practice without approval of the Florida Supreme Court or a referee appointed by the Florida Supreme Court or by order of the circuit court in which an inventory attorney has been appointed. In addition, Respondent shall deposit any fees or other sums received in connection with the practice of law or in connection with the Respondent's employment as a personal representative, guardian or trustee, paid to the Respondent within thirty days of this Court's order from which withdrawal may only be made in accordance with restrictions imposed by this Court, and to advise Bar Counsel of the receipt and location of said funds within thirty days of this Court's order;

d. to stop withdrawing any monies from any trust account or other financial institution account related to Respondent's law practice or transfer any ownership of real or personal property purchased in whole or part with funds properly belonging to clients, probate estates for which Respondent served as personal

representative, guardianship estates for which Respondent served as guardian, and trusts for which Respondent served as trustee without approval of the Florida Supreme Court or a referee appointed by the Florida Supreme Court or by order of the circuit court in which an inventory attorney has been appointed;

e. to immediately notify in writing all banks and financial institutions in which Respondent maintains an account related to the practice of law, or related to services rendered as a personal representative of an estate, or related to services rendered as a guardian, or related to services rendered as a trustee, or where Respondent maintains an account that contains funds that originated from a probate estate for which Respondent was personal representative, guardianship estate for which Respondent was guardian, or trust for which Respondent was trustee, of the provisions of respondent's suspension and to provide said financial institutions with a copy of this Court's order, and furthermore, to provide Bar Counsel with a copy of the notice sent to each bank or financial institution; and

f. to immediately comply with and provide all documents and testimony responsive to a subpoena from The Florida Bar for trust account records and any related documents necessary for completion of a trust account audit to be conducted by The Florida Bar.

CASE NO.: SC20-806

Page Four

The Court hereby authorizes any Referee appointed in these proceedings to determine entitlement to funds in any trust account(s) frozen as a result of an Order entered in this matter.

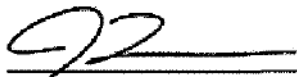
Not final until time expires to file motion for rehearing, and if filed, determined. The filing of a motion for rehearing shall not alter the effective date of this suspension.

CANADY, C.J., and POLSTON, LABARGA, LAWSON, and MUÑIZ, JJ., concur.

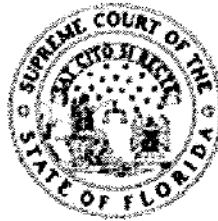
COURIEL, J., did not participate.

A True Copy

Test:



John A. Tomasino
Clerk, Supreme Court



ca

Served:

JOHN DEREK WOMACK
MARK ALAN KAMILAR
SCOTT KEVORK TOZIAN
PATRICIA ANN TORO SAVITZ

some persons of advanced age can be quite capable of handling routine financial matters while needing special legal protection concerning major transactions.

The fact that a client suffers a disability does not diminish the lawyer's obligation to treat the client with attention and respect. If the person has no guardian or legal representative, the lawyer often must act as de facto guardian. Even if the person does have a legal representative, the lawyer should as far as possible accord the represented person the status of client, particularly in maintaining communication.

If a legal representative has already been appointed for the client, the lawyer should ordinarily look to the representative for decisions on behalf of the client. If a legal representative has not been appointed, the lawyer should see to such an appointment where it would serve the client's best interests. Thus, if a disabled client has substantial property that should be sold for the client's benefit, effective completion of the transaction ordinarily requires appointment of a legal representative. In many circumstances, however, appointment of a legal representative may be expensive or traumatic for the client. Evaluation of these considerations is a matter of professional judgment on the lawyer's part.

If the lawyer represents the guardian as distinct from the ward and is aware that the guardian is acting adversely to the ward's interest, the lawyer may have an obligation to prevent or rectify the guardian's misconduct. See rule 4-1.2(d).

Disclosure of client's condition

Rules of procedure in litigation generally provide that minors or persons suffering mental disability shall be represented by a guardian or next friend if they do not have a general guardian. However, disclosure of the client's disability can adversely affect the client's interests. The lawyer may seek guidance from an appropriate diagnostician.

Amended July 23, 1992, effective January 1, 1993 (605 So.2d 252).

RULE 4-1.15 SAFEKEEPING PROPERTY

Compliance With Trust Accounting Rules. A lawyer shall comply with The Florida Bar Rules Regulating Trust Accounts.

Amended July 23, 1992, effective Jan. 1, 1993 (605 So.2d 252);, April 25, 2002 (820 So.2d 210).

(a) When Lawyer Must Decline or Terminate Representation. Except as stated in subdivision (c), a lawyer shall not represent a client or, where representation has commenced, shall withdraw from the representation of a client if:

(1) the representation will result in violation of the Rules of Professional Conduct or law;

EXHIBIT C

RRTFB July 20, 2020

(2) the lawyer's physical or mental condition materially impairs the lawyer's ability to represent the client;

(3) the lawyer is discharged;

(4) the client persists in a course of action involving the lawyer's services that the lawyer reasonably believes is criminal or fraudulent, unless the client agrees to disclose and rectify the crime or fraud; or

(5) the client has used the lawyer's services to perpetrate a crime or fraud, unless the client agrees to disclose and rectify the crime or fraud.

(b) When Withdrawal Is Allowed. Except as stated in subdivision (c), a lawyer may withdraw from representing a client if:

(1) withdrawal can be accomplished without material adverse effect on the interests of the client;

(2) the client insists upon taking action that the lawyer considers repugnant, imprudent, or with which the lawyer has a fundamental disagreement;

(3) the client fails substantially to fulfill an obligation to the lawyer regarding the lawyer's services and has been given reasonable warning that the lawyer will withdraw unless the obligation is fulfilled;

(4) the representation will result in an unreasonable financial burden on the lawyer or has been rendered unreasonably difficult by the client; or

(5) other good cause for withdrawal exists.

(c) Compliance With Order of Tribunal. A lawyer must comply with applicable law requiring notice or permission of a tribunal when terminating a representation. When ordered to do so by a tribunal, a lawyer shall continue representation notwithstanding good cause for terminating the representation.

(d) Protection of Client's Interest. Upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interest, such as giving reasonable notice to the client, allowing time for employment of other counsel, surrendering papers and property to which the client is entitled, and refunding any advance payment of fee or expense that has not been earned or incurred. The lawyer may retain papers and other property relating to or belonging to the client to the extent permitted by law.

Comment

A lawyer should not accept representation in a matter unless it can be performed competently, promptly, without improper conflict of interest, and to completion. Ordinarily, a representation in a matter is completed when the agreed-upon assistance has been concluded. See rule 4-1.2, and the comment to rule 4-1.3.

RRTFB July 20, 2020

Mandatory withdrawal

A lawyer ordinarily must decline or withdraw from representation if the client demands that the lawyer engage in conduct that is illegal or violates the Rules of Professional Conduct or law. The lawyer is not obliged to decline or withdraw simply because the client suggests such a course of conduct; a client may make such a suggestion in the hope that a lawyer will not be constrained by a professional obligation. Withdrawal is also mandatory if the client persists in a course of action that the lawyer reasonably believes is criminal or fraudulent, unless the client agrees to disclose and rectify the crime or fraud. Withdrawal is also required if the lawyer's services were misused in the past even if that would materially prejudice the client.

When a lawyer has been appointed to represent a client, withdrawal ordinarily requires approval of the appointing authority. See also rule 4-6.2. Similarly, court approval or notice to the court is often required by applicable law before a lawyer withdraws from pending litigation. Difficulty may be encountered if withdrawal is based on the client's demand that the lawyer engage in unprofessional conduct. The court may request an explanation for the withdrawal, while the lawyer may be bound to keep confidential the facts that would constitute such an explanation. The lawyer's statement that professional considerations require termination of the representation ordinarily should be accepted as sufficient. Lawyers should be mindful of their obligations to both clients and the court under rules 4-1.6 and 4-3.3.

Discharge

A client has a right to discharge a lawyer at any time, with or without cause, subject to liability for payment for the lawyer's services. Where future dispute about the withdrawal may be anticipated, it may be advisable to prepare a written statement reciting the circumstances.

Whether a client can discharge appointed counsel may depend on applicable law. A client seeking to do so should be given a full explanation of the consequences. These consequences may include a decision by the appointing authority that appointment of successor counsel is unjustified, thus requiring the client to be self-represented.

If the client is mentally incompetent, the client may lack the legal capacity to discharge the lawyer, and in any event the discharge may be seriously adverse to the client's interests. The lawyer should make special effort to help the client consider the consequences and may take reasonably necessary protective action as provided in rule 4-1.14.

Optional withdrawal

A lawyer may withdraw from representation in some circumstances. The lawyer has the option to withdraw if it can be accomplished without material adverse effect on the client's interests. The lawyer also may withdraw where the client insists on taking action that the lawyer considers repugnant, imprudent, or with which the lawyer has a fundamental disagreement.

A lawyer may withdraw if the client refuses to abide by the terms of an agreement relating to the representation, such as an agreement concerning fees or court costs or an agreement limiting the objectives of the representation.

Assisting the client upon withdrawal

Even if the lawyer has been unfairly discharged by the client, a lawyer must take all reasonable steps to mitigate the consequences to the client. The lawyer may retain papers and other property as security for a fee only to the extent permitted by law.

Refunding advance payment of unearned fee

Upon termination of representation, a lawyer should refund to the client any advance payment of a fee that has not been earned. This does not preclude a lawyer from retaining any reasonable nonrefundable fee that the client agreed would be deemed earned when the lawyer commenced the client's representation. See also rule 4-1.5.

Amended July 23, 1992, effective January 1, 1993 (605 So.2d 252); amended May 20, 2004 (875 So.2d 448); amended March 23, 2006, effective May 22, 2006 (933 So.2d 417).

RULE 4-1.17 SALE OF LAW PRACTICE

A lawyer or a law firm may sell or purchase a law practice, or an area of practice, including good will, provided that:

(a) Sale of Practice or Area of Practice as an Entirety. The entire practice, or the entire area of practice, is sold to 1 or more lawyers or law firms authorized to practice law in Florida.

(b) Notice to Clients. Written notice is served by certified mail, return receipt requested, on each of the seller's clients of:

(1) the proposed sale;

(2) the client's right to retain other counsel; and

(3) the fact that the client's consent to the substitution of counsel will be presumed if the client does not object within 30 days after being served with notice.

(c) Court Approval Required. If a representation involves pending litigation, there will be no substitution of counsel or termination of representation unless authorized by the court. The seller may disclose, in camera, to the court information relating to the representation only to the extent necessary to obtain an order authorizing the substitution of counsel or termination of representation.

(d) Client Objections. If a client objects to the proposed substitution of counsel, the seller must comply with the requirements of rule 4-1.16(d).

(e) Consummation of Sale. A sale of a law practice may not be consummated until:

(1) with respect to clients of the seller who were served with written notice of the proposed sale, the 30-day period referred to in subdivision (b)(3) has expired or all these clients have consented to the substitution of counsel or termination of representation; and

RRTFB July 20, 2020

(2) court orders have been entered authorizing substitution of counsel for all clients who could not be served with written notice of the proposed sale and whose representations involve pending litigation; provided, in the event the court fails to grant a substitution of counsel in a matter involving pending litigation, that matter may not be included in the sale and the sale otherwise will be unaffected. Further, the matters not involving pending litigation of any client who cannot be served with written notice of the proposed sale may not be included in the sale and the sale otherwise will be unaffected.

(f) Existing Fee Contracts Controlling. The purchaser must honor the fee agreements that were entered into between the seller and the seller's clients. The fees charged clients may not be increased by reason of the sale.

Comment

The practice of law is a profession, not merely a business. Clients are not commodities that can be purchased and sold at will. In accordance with the requirements of this rule, when a lawyer or an entire firm sells the practice and other lawyers or firms take over the representation, the selling lawyer or firm may obtain compensation for the reasonable value of the practice as may withdrawing partners of law firms. See rules 4-5.4 and 4-5.6.

The requirement that all of the private practice, or all of an area of practice, be sold is satisfied if the seller in good faith makes the entire practice, or area of practice, available for sale to the purchasers. The fact that a number of the seller's clients decide not to be represented by the purchasers but take their matters elsewhere, therefore, does not result in a violation. Similarly, a violation does not occur merely because a court declines to approve the substitution of counsel in the cases of a number of clients who could not be served with written notice of the proposed sale.

Sale of entire practice or entire area of practice

The rule requires that the seller's entire practice, or an area of practice, be sold. The prohibition against sale of less than an entire practice area protects those clients whose matters are less lucrative and who might find it difficult to secure other counsel if a sale could be limited to substantial fee-generating matters. The purchasers are required to undertake all client matters in the practice, or practice area, subject to client consent or court authorization. This requirement is satisfied, however, even if a purchaser is unable to undertake a particular client matter because of a conflict of interest.

Client confidences, consent, and notice

Negotiations between seller and prospective purchaser prior to disclosure of information relating to a specific representation of an identifiable client do not violate the confidentiality provisions of rule 4-1.6 any more than do preliminary discussions concerning the possible association of another lawyer or mergers between firms, with respect to which client consent ordinarily is not required. See rule 4-1.6(c)(6). Providing the prospective purchaser access to detailed information relating to the representation, for example, the file, however, requires client consent or court authorization. See rule 4-1.6. Rule 4-1.7 provides that the seller must attempt to serve each client with written notice of the contemplated sale, including the identity of the

RRTFB July 20, 2020

purchaser and the fact that the decision to consent to the substitution of counsel or to make other arrangements must be made within 30 days. If nothing is heard within that time from a client who was served with written notice of the proposed sale, that client's consent to the substitution of counsel is presumed. However, with regard to clients whose matters involve pending litigation but who could not be served with written notice of the proposed sale, authorization of the court is required before the files and client-specific information relating to the representation of those clients may be disclosed by the seller to the purchaser and before counsel may be substituted.

A lawyer or law firm selling a practice cannot be required to remain in practice just because some clients cannot be served with written notice of the proposed sale. Because these clients cannot themselves consent to the substitution of counsel or direct any other disposition of their representations and files, with regard to clients whose matters involve pending litigation the rule requires an order from the court authorizing the substitution (or withdrawal) of counsel. The court can be expected to determine whether reasonable efforts to locate the client have been exhausted, and whether the absent client's legitimate interests will be served by authorizing the substitution of counsel so that the purchaser may continue the representation. Preservation of client confidences requires that the petition for a court order be considered in camera. If, however, the court fails to grant substitution of counsel in a matter involving pending litigation, that matter may not be included in the sale and the sale may be consummated without inclusion of that matter.

The rule provides that matters not involving pending litigation of clients who could not be served with written notice may not be included in the sale. This is because the clients' consent to disclosure of confidential information and to substitution of counsel cannot be obtained and because the alternative of court authorization ordinarily is not available in matters not involving pending litigation. Although these matters may not be included in the sale, the sale may be consummated without inclusion of those matters.

If a client objects to the proposed substitution of counsel, the rule treats the seller as attempting to withdraw from representation of that client and, therefore, provides that the seller must comply with the provisions of rule 4-1.16 concerning withdrawal from representation. Additionally, the seller must comply with applicable requirements of law or rules of procedure.

All the elements of client autonomy, including the client's absolute right to discharge a lawyer and transfer the representation to another, survive the sale of the practice or an area of practice.

Fee arrangements between client and purchaser

The sale may not be financed by increases in fees charged the clients of the practice. Existing agreements between the seller and the client as to fees and the scope of the work must be honored by the purchaser. This obligation of the purchaser is a factor that can be taken into account by seller and purchaser when negotiating the sale price of the practice.

Other applicable ethical standards

Lawyers participating in the sale of a law practice or a practice area are subject to the ethical standards applicable to involving another lawyer in the representation of a client for all matters pending at the time of the sale. These include, for example, the seller's ethical obligation to exercise competence in identifying a purchaser qualified to assume the practice and the purchaser's obligation to undertake the representation competently (see rule 4-1.1); the obligation to avoid disqualifying conflicts, and to secure the client's informed consent for those conflicts that can be agreed to (see rule 4-1.7 regarding conflicts and see the terminology section of the preamble for the definition of informed consent); and the obligation to protect information relating to the representation (see rules 4-1.6, 4-1.8(b), and 4-1.9(b) and (c)). If the terms of the sale involve the division between purchaser and seller of fees from matters that arise subsequent to the sale, the fee-division provisions of rule 4-1.5 must be satisfied with respect to these fees. These provisions will not apply to the division of fees from matters pending at the time of sale.

If approval of the substitution of the purchasing attorney for the selling attorney is required by the rules of any tribunal in which a matter is pending, approval must be obtained before the matter can be included in the sale (see rule 4-1.16).

Applicability of this rule

This rule applies, among other situations, to the sale of a law practice by representatives of a lawyer who is deceased, disabled, or has disappeared. It is possible that a nonlawyer, who is not subject to the Rules of Professional Conduct, might be involved in the sale. When the practice of a lawyer who is deceased, is disabled, or has disappeared is being sold, the notice required by subdivision (b) of this rule must be given by someone who is legally authorized to act on the selling lawyer's behalf, for example, a personal representative or a guardian. This is because the sale of a practice and transfer of representation involve legal rights of the affected clients.

Bona fide admission to, withdrawal from, or retirement from a law partnership or professional association, retirement plans and similar arrangements, and a sale of tangible assets of a law practice, do not constitute a sale or purchase governed by this rule.

Added July 23, 1992, effective January 1, 1993 (605 So.2d 252); amended March 23, 2006, effective May 22, 2006 (933 So.2d 417); amended July 7, 2011, effective October 1, 2011 (67 So.3d 1037); amended June 11, 2015, effective October 1, 2015 (167 So.3d 412).

RULE 4-1.18 DUTIES TO PROSPECTIVE CLIENT

(a) Prospective Client. A person who consults with a lawyer about the possibility of forming a client-lawyer relationship with respect to a matter is a prospective client.

(b) Confidentiality of Information. Even when no client-lawyer relationship ensues, a lawyer who has learned information from a prospective client may not use or reveal that information, except as rule 4-1.9 would permit with respect to information of a former client.

RRTFB July 20, 2020

2020 FLORIDA PROFIT CORPORATION AMENDED ANNUAL REPORT

DOCUMENT# P08000093338

Entity Name: THE PROPERTY ADVOCATES, P.A.

Current Principal Place of Business:

2525 PONCE DE LEON BLVD,
SUITE 600
CORAL GABLES, FL 33134

Current Mailing Address:

2525 PONCE DE LEON BLVD,
SUITE 600
CORAL GABLES, FL 33134 US

FEI Number: 26-3531714

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

LAW OFFICE OF MARK A. KAMILAR
2921 SW 27TH AVE.
COCONUT GROVE, FL 33133 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: MARK KAMILAR

07/09/2020

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PRESIDENT, DIRECTOR
Name PATTERSON, HUNTER
Address 2525 PONCE DE LEON BLVD,
 SUITE 600
City-State-Zip: CORAL GABLES FL 33134

Title DIRECTOR
Name MENDIZABAL, CECILE
Address 2525 PONCE DE LEON BLVD,
 SUITE 600
City-State-Zip: CORAL GABLES FL 33134

Title TREASURER
Name NARCHET, CHRISTOPHER
Address 2525 PONCE DE LEON BLVD,
 SUITE 600
City-State-Zip: CORAL GABLES FL 33134

Title SECRETARY
Name ROMERO, ORLANDO
Address 2525 PONCE DE LEON BLVD,
 SUITE 600
City-State-Zip: CORAL GABLES FL 33134

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: HUNTER PATTERSON

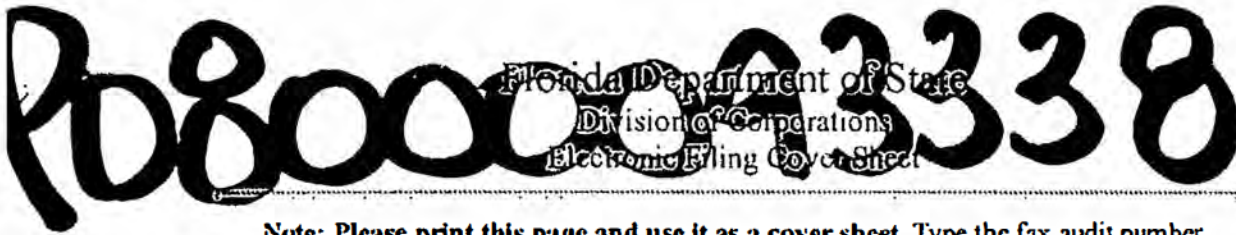
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07/09/2020

Electronic Signature of Signing Officer/Director Detail

Date

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**ARTICLES OF AMENDMENT TO
THE ARTICLES OF INCORPORATION
OF
THE STREMS LAW FIRM, P.A.**

Pursuant to the provisions of Section 607.1006, Florida Statutes, this Florida Profit Corporation hereby adopts the following amendment(s) to its Articles of Incorporation:

1. The name of the Corporation is THE STREMS LAW FIRM, P.A.
2. The Articles of Incorporation for the Corporation were filed with the Florida Department of State effective October 14, 2018, and the Florida document number assigned to this Corporation is P08000093338.
3. Article I of this Corporation's Articles of Incorporation is hereby amended in its entirety so as to read, after amendment, as follows:

"ARTICLE I

The name of the Corporation shall be THE PROPERTY ADVOCATES, P.A."

4. Article IV of this corporation's Articles of Incorporation is hereby amended in its entirety so as to read, after amendment, as follows:

"ARTICLE IV

This corporation shall be authorized to issue One Million (1,000,000) shares of ten cents (\$0.10) per share."

5. These Articles of Amendment shall be effective upon filing with the Florida Department of State.
6. These Articles of Amendment have been adopted by Written Action in lieu of a Special Meeting of the sole Shareholder and Director of this Corporation on June 29, 2020, which vote is sufficient for approval.

IN WITNESS WHEREOF, the undersigned has executed and delivered these Articles of Amendment on behalf of this Corporation this 1 day of July, 2020.

THE STREMS LAW FIRM, P.A.

By: _____

SCOT STREMS
Registered Agent

6352548

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P.A.

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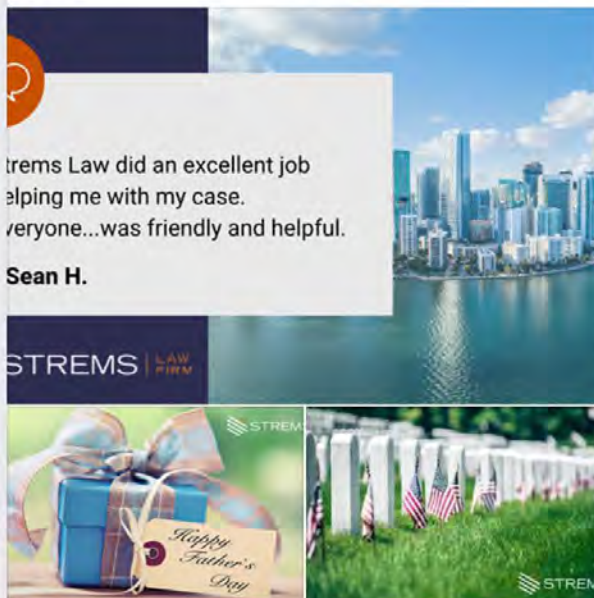


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June 19 · 🌐

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If you experienced losses due to Hurricane Irma and still haven't filed an insurance claim, now is the time. Strems Law Firm is here to help you make all necessary deadlines and fight for the compensation you are entitled to.



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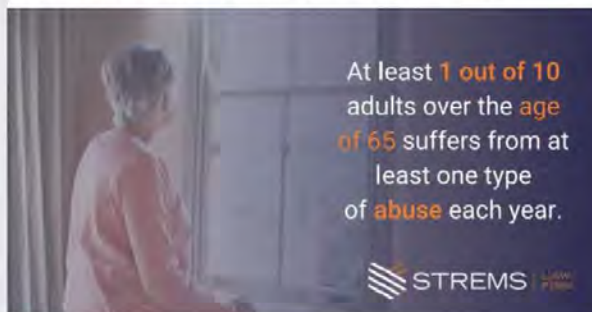


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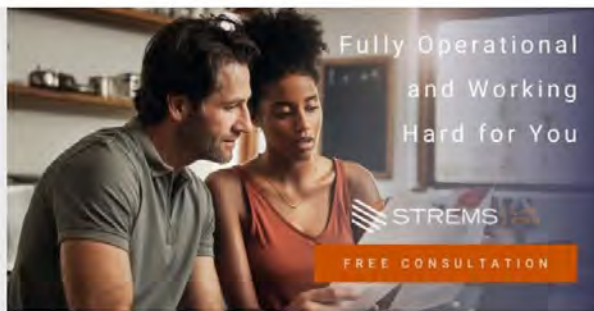


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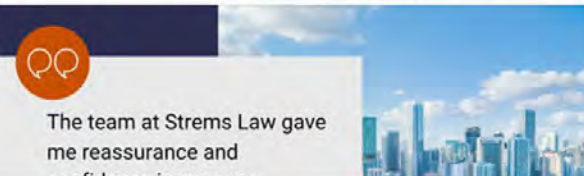
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About

About

Dedicated Miami lawyer who has a true passion for helping those in need. With experience ranging from Insurance Litigation to Criminal Defense, there is no situation that I cannot guide my clients through. I know what it takes to protect my clients and make them feel a sense of peace knowing I'm going to fight to the fullest extent

Experience



Owner

The Strems Law Firm, P.A.

Oct 2008 – Present · 11 years 11 months



Public Defender

Alachua County Public Defender's Office

2007 – 2008 · 1 year



Public Defender

Miami Dade County Public Defender's Office

2006 – 2007 · 1 year

Education



University of Miami School of Law

Doctor of Law (JD)

2003 – 2006



University of Florida

Political Science

1999 – 2003

Languages

Spanish

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

CASE NO. 18-23310-CIV-COOKE/GOODMAN

GBS INVESTMENT GROUP,

Plaintiff,

v.

UNITED SPECIALTY INSURANCE COMPANY,

Defendant.

**OMNIBUS REPORT AND RECOMMENDATIONS ON DEFENDANT'S
MOTION FOR ATTORNEY'S FEES AND MOTION FOR SANCTIONS**

Defendant United Specialty Insurance Company ("USIC") filed a motion for sanctions for alleged bad faith conduct by both GBS Investment Group ("GBS") and its counsel. [ECF No. 55]. GBS filed a response in opposition and USIC filed a reply. [ECF Nos. 60; 63].

Subsequently, after winning its summary judgment motion, USIC filed a motion for its attorney's fees (\$61,119.50), which were incurred after October 29, 2018 -- the date USIC served an offer of judgment on GBS. [ECF No. 77]. In the same motion, USIC seeks non-taxable expert fees (\$5,930.50) and its attorney's fees incurred before October 29, 2018 (approximately \$8,000), as a sanction for GBS's alleged bad faith conduct, as outlined in its previously-filed motion for sanctions. GBS filed a response in opposition and USIC

EXHIBIT
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filed a reply. [ECF Nos. 80; 82]. United States District Judge Marcia G. Cooke referred both motions to the Undersigned. [ECF Nos. 81].

For the reasons stated below, the Undersigned **respectfully recommends** that the District Court **grant in part** and **deny in part** USIC's motion for attorney's fees incurred since October 29, 2018 pursuant to Florida Statute § 768.79 and award USIC **\$55,007.10** in attorney's fees (applying a 10% across-the-board reduction).

As to USIC's motion for sanctions unrelated to its offer of judgment made under Florida Statute § 768.79, the Undersigned **respectfully recommends** that the District Court **grant in part** and **deny in part** USIC's motion for sanctions.

The Undersigned finds that sanctions are warranted for Plaintiff's attorney Gregory Saldamando's abuse of the discovery process by submitting an altered estimate. Therefore, the Undersigned **respectfully recommends** that Mr. Saldamando be responsible for half of USIC's attorney's fees incurred in bringing its motion for sanctions.

Additionally, the Undersigned finds that GBS and Mr. Saldamando acted in bad faith in continuing to prosecute this lawsuit beyond July 29, 2019 (the date when GBS submitted an affidavit from its own expert stating that the damage was caused by Hurricane Irma). Thus, the Undersigned **respectfully recommends** that the District Court require Mr. Saldamando and GBS to split equally the cost of USIC's attorney's fees incurred since July 29, 2019.

I. BACKGROUND

This lawsuit arose out of an insurance claim by GBS under its commercial property insurance policy issued by USIC. On June 22, 2018, GBS filed an action against USIC in the Circuit Court in the Eleventh Judicial Circuit in Miami-Dade County, Florida. [ECF No. 1]. The case was removed to the Southern District of Florida on August 14, 2018. *Id.* In its Second Amended Complaint, GBS alleges that it suffered a loss to its commercial property due to a roof leak on September 28, 2017, caused by wind-driven rain. [ECF No. 1-2, p. 3]. GBS alleges that USIC breached the insurance contract by failing to pay for the damages to the property. *Id.* at p. 9.

On October 29, 2018, several months after removing the case to federal court, USIC served an offer of judgment on GBS in the amount of \$1,000. GBS did not accept the offer of judgment.

After discovery was completed and shortly before trial was scheduled to begin, Judge Cooke granted USIC's summary judgment motion. [ECF No. 71]. Judge Cooke noted that it "is undisputed that the interior of the Property sustained water damage caused by Hurricane Irma." *Id.* at p. 5. Judge Cooke further noted that:

GBS did not file a memorandum of law in opposition to United Specialty's Motion for Summary Judgment. Nor did GBS cite to any caselaw or policy language that counter's United Specialty's position. Instead, GBS cites to a declaration prepared by its own expert whom confirmed United Specialty's position—that Property experienced water damage due to Hurricane Irma.

Id.

The policy excludes coverage for “any loss or damage . . . caused directly or indirectly by Windstorm or Hail, regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.” [ECF No. 5, p. 8]. There is an exception to the windstorm exclusion if the water damage was not caused by wind-driven rain, rather that the damage was caused by a cause of loss covered by the Policy. Judge Cooke found that GBS did not present any evidence supporting this exception. Thus, Judge Cooke found that GBS’s property damage is excluded under the policy, and awarded summary judgment in USIC’s favor.¹

¹ Recently, one of GBS’s named attorneys, Scot Strems, was suspended from the practice of law until further order of the Supreme Court of Florida. The Undersigned asked the parties to file a memorandum on whether this had any effect on the motion for sanctions and motion for attorney’s fees. [ECF No. 83]. USIC took the position that Strems’ suspension has no effect on its motion for attorney’s fees. [ECF No. 84]. As to the motion for sanctions, USIC states that it is aware of no law or rules that would impact the Court’s ability to award sanctions against GBS and/or its attorneys. *Id.* Further, it says that Mr. Strems’ suspension may show that Mr. Strems has a history of committing similar sanctionable acts. GBS responded by merely stating that Mr. Strems is no longer handling any cases at the law firm, which has since changed its name to The Property Advocates, P.A. [ECF No. 88].

The Undersigned agrees that Mr. Strems’ suspension has no effect on the resolution of whether USIC is entitled to attorney’s fees under § 768.79. Regarding the motion for sanctions, the Undersigned did not note any direct involvement by Mr. Strems in the alleged bad faith conduct here. Rather, Mr. Saldamando appears to be the attorney primarily involved. Thus, Mr. Strems’ suspension does not appear to be relevant to the specific facts involved in the motions before the Undersigned.

II. REQUEST FOR ATTORNEY'S FEES

a. Entitlement to Attorney's Fees Under § 768.79

A prevailing party is not ordinarily entitled to recover attorney's fees from its opponent. *Alyeska Pipeline Serv. Co. v. Wilderness Soc'y*, 421 U.S. 240, 247 (1975). Here, USIC seeks attorney's fees under Florida's offer of judgment statute, Florida Statute § 768.79.

Section 768.79 provides the following:

In any civil action for damages filed in the courts of this state, if a defendant files an offer of judgment which is not accepted by the plaintiff within 30 days, the defendant shall be entitled to recover reasonable costs and attorney's fees incurred . . . from the date of filing of the offer if the judgment is one of no liability . . .

An offer must:

- (a) Be in writing and state that it is being made pursuant to this section.
- (b) Name the party making it and the party to whom it is being made.
- (c) State with particularity the amount offered to settle a claim for punitive damages, if any.
- (d) State its total amount.

The offer shall be construed as including all damages which may be awarded in a final judgment.

Fla. Stat. § 768.79(1), (2) (2005). The statute also states that a court can disallow an award of attorney's fees and costs if it finds that the offer was not made in good faith. Fla. Stat. § 768.79(7)(a).

Tiara Condo. Ass'n, Inc. v. Marsh USA, Inc., 697 F. Supp. 2d 1349, 1356 (S.D. Fla. 2010).

The Eleventh Circuit “has deemed § 768.79 to be substantive for *Erie* purposes and, therefore, it is applicable to this case.” *See id.* at 1357 (citing *McMahan v. Toto*, 311 F.3d 1077 (11th Cir. 2002)).

Here, on October 29, 2018, USIC served an offer of judgment in the amount of \$1,000 on GBS. [ECF No. 77-1]. GBS did not accept the offer. As stated above, Judge Cooke granted USIC’s summary judgment in favor of USIC on GBS’s sole count (a breach of contract claim), finding that GBS’s property damage is excluded under the policy. [ECF No. 71]. Thus, under § 768.79, a judgment of no liability was entered against GBS. *See Tiara Condo Ass’n*, 697 F. Supp. 2d at 1352 (stating a judgment of no liability was entered in favor of defendant where summary judgment was granted in defendant’s favor).

Therefore, under § 768.79, USIC is entitled to its reasonable attorney’s fees incurred defending this action since October 29, 2018.

GBS argues that USIC is not entitled to fees under § 768.79 because the general release attached to the offer of judgment was ambiguous. [ECF No. 80, p. 4]. Specifically, the general release included language that GBS “and its respective principals, heirs, executors, administrators, and *assigns*” agreed to release all claims relating to the insurance claim and lawsuit. [ECF No. 77-1, p. 11 (emphasis added)]. According to GBS, the proposed release was ambiguous because GBS executed an assignment of benefits to a water mitigation company called Super Dryout LLC on November 4, 2017. Thus, GBS claims that Super Dryout LLC would be an “assign” of GBS. [ECF No. 80, p. 2]. Therefore,

according to GBS, because the offer of judgment was to GBS but the release included all of GBS's "assigns," including Super Dryout LLC, it is ambiguous.

The Undersigned disagrees. The language used by USIC in the release to identify the Releasor, GBS, is boilerplate, standard language. The same language is used to identify the Releasee, USIC. [ECF No. 77-1, p. 11 ("Releasee," and its respective successors and assigns . . .")]. The fact that GBS entered into an assignment of benefits with a water mitigation company does not make that company an "assign" of GBS as that language is commonly understood in general releases.

Further, if there was any confusion, the release makes clear that "[t]his release is a release of all claims asserted by the Releasor in this lawsuit, and this lawsuit alone." *Id.* at p. 12. This language makes it especially clear that the settlement does not envision any claim held by Super Dryout LLC because Super Dryout LLC filed its own lawsuit on September 14, 2018 against USIC, seeking payment for water mitigation services performed for GBS.²

GBS relies on *Florida Peninsula Insurance Co. v. Brunner*, 193 So. 3d 1026, 1027 (Fla. 3d DCA 2016), where the Court found that an offer of judgment was ambiguous and not enforceable. However, the language contained in the release at issue in *Brunner*

² The case is *Super DryOut LLC v. United Specialty Insurance Co.*, Case No. 2018-020020CC-23, County Court in the Eleventh Judicial Circuit in Miami-Dade County, Florida. Super DryOut's lawsuit was voluntarily dismissed with prejudice on August 20, 2019, which was less than two weeks after USIC filed its Motion for Sanctions in this case (on August 7, 2019).

purported to extinguish “other claims of third parties” and thus is distinguishable from the language used here, where such language is not used. *See id.* (“The fatal flaw in the present case has already been described: Paragraph 7(b) of the proposal purports to require Ms. Brunner’s counsel to agree not only to assure that counsel’s own legal claims to the settlement funds are extinguished, but also to assure that counsel will satisfy and extinguish ‘other claims of third parties.’”).

Similarly, the Undersigned does not find *Branford v. American Integrity Ins. Co. of Florida*, Case No. CACE-16-003198, Broward County Circuit Civil, to be controlling here. There, the release included language defining the releasor to include the plaintiff and “other person or entity purportedly claiming any right through her.” [ECF No. 82-2, p. 7]. And again, that release did not contain the specific and limiting language here: “[t]his release is a release of all claims asserted by the Releasor in this lawsuit, and this lawsuit alone.” *See* ECF Nos. 82-2; 77-1, p. 12.

Finally, although GBS does not raise the issue, the Undersigned notes that the \$1,000 offer appears to have been made in good faith. “Even a minimal offer can still be deemed a good faith offer as long as the evidence demonstrates that, at the time it was made, the offeror had a reasonable basis to conclude that its exposure was nominal.” *See Tiara Condo. Ass’n*, 697 F. Supp. 2d at 1359 (internal citation omitted). \$1,000 is a nominal amount, to be sure, but the risk of an adverse judgment against USIC was low, given

USIC's significant defenses, i.e., the hurricane exclusion, which ultimately proved meritorious.

Accordingly, the Undersigned finds that USIC is entitled to reasonable attorney's fees incurred after October 29, 2018, including fees incurred litigating its entitlement to attorney's fees.³

b. Reasonable Attorney's Fees

USIC requests \$61,119 in attorney's fees incurred from October 29, 2018 to October 31, 2019. [ECF No. 77, p. 3]. The hourly rates charged by the attorneys and paralegal representing USIC are as follows: Michael Simon (partner) \$200.00 to \$215.00; Nicholas A. Reeves (lead associate) \$175.00 to \$185.00; Brian S. Jacobson (associate) \$185.00; and Kelly Sims (paralegal) \$105.00 to \$110.00. *Id.*

The Court must determine whether the requested amount of fees is reasonable. "The most useful starting point for determining the amount of a reasonable fee is the number of hours reasonably expended on the litigation multiplied by a reasonable hourly rate." *Hensley v. Eckerhart*, 461 U.S. 424, 434 (1983). This amount is typically referred to as

³ "The law in Florida is equally clear that although a party cannot recover fees generated in litigating the amount of attorney's fees to be awarded, a party can recover fees generated in litigating their *entitlement* to attorneys' fees under § 768.79." *Tiara Condo. Ass'n*, 697 F. Supp. 2d at 1360 (emphasis added). USIC states that it incurred approximately 10 hours (totaling \$2,000 in attorney's fees) in litigating its entitlement to attorney's fees. [ECF No. 82, p. 2, n. 2]. However, USIC did not provide its billing records. Thus, the Undersigned cannot make a finding at this time as to whether those amounts are reasonable.

the “lodestar.” *Thornton v. Wolpoff & Abramson, L.L.P.*, 312 F. App’x 161, 163-64 (11th Cir. 2008).

The resulting fee carries a presumption that it is reasonable. *Blum v. Stenson*, 465 U.S. 886, 897 (1984). This lodestar amount may then be adjusted upward or downward based upon other considerations. *Hensley*, 461 U.S. at 433-37. The applicant bears the burden of documenting the reasonableness of the hours expended and the hourly rate. *A.C.L.U. v. Barnes*, 168 F.3d 423, 427 (11th Cir. 1999).

i. Reasonable Hours Expended

The Court must evaluate the reasonableness of the total hours expended by USIC’s counsel. In doing so, the Court should exclude compensation for hours that are “excessive, redundant or otherwise unnecessary.” *Norman v. Hous. Auth. of the City of Montgomery*, 836 F.2d 1292, 1301 (11th Cir. 1988) (quoting *Hensley*, 461 U.S. at 434). Further, the Court must omit those hours that would be unreasonable to bill a client “irrespective of the skill, reputation, or experience of counsel.” *Id.*

USIC is seeking fees for 346.10 hours billed. [ECF No. 77, p. 8]. The Undersigned has reviewed USIC’s time records. [ECF No. 77-2]. USIC states that it highlighted entries relating to other cases and deleted those amounts from the amount requested. [ECF No. 77, p. 9, n. 4]. However, the Undersigned noticed that there were some entries relating to the lawsuit brought by Super Dryout LLC, which were not highlighted, and it is unclear

whether these amounts were removed from the total amount billed. *See* ECF No. 77-2 (10/29/2018, 10/30/2018, 11/26/2018, 1/3/2019 entries by “NR”).

Further, after reviewing the entries, the Undersigned finds that some of the entries are vague or include “block billing,”⁴ such as: a January 3, 2019 entry for reviewing and analyzing the claims file for 4.4 hours; a March 29, 2019 entry for “preparing for a discovery hearing” totaling 2.5 hours; a June 12, 2019 entry for review of claims file for 3.5 hours (which was also duplicative of a prior entry); and a September 6, 2019 entry for “draft/revise reply in support of motion for sanctions” for 6.5 hours. Additionally, the Undersigned notes that USIC billed travel time at the full attorney rate (6/20/2019 entry by “MS” totaling 6.2 hours).

Thus, because the fee documentation is voluminous, the Undersigned finds that a 10% across-the-board reduction is appropriate in light of the missed entries for Super Dryout LLC, occasional vague descriptions, and periodic block billing entries. *See Plumbers & Pipefitters Union No. 421 Health & Welfare Fund v. Brian Trematore Plumbing & Heating, Inc.*, No. 5:11-CV-221, 2013 WL 3816660, at *4 (M.D. Ga. July 22, 2013) (reducing attorney’s fees by 5% due to attorney’s block billing); *see also United Food Mart, Inc. v.*

⁴ “‘Block billing’ occurs when an attorney lists all of the day’s tasks on a case in a single entry and does not separate the tasks and the time spent working on those individual tasks as separate entries on billing records.” *Plumbers & Pipefitters Union No. 421 Health & Welfare Fund v. Brian Trematore Plumbing & Heating, Inc.*, No. 5:11-CV-221, 2013 WL 3816660, at *4 (M.D. Ga. July 22, 2013).

Motiva Enters., LLC., No. 04-60539-CIV, 2006 WL 3068820, at *4 (S.D. Fla. Feb. 8, 2006) (reducing attorney's fees by 10% where attorney used block billing, the entries were vague, and some entries appeared excessive).

ii. Reasonable Hourly Rate

A reasonable hourly rate is the prevailing market rate in the relevant legal community for similar services by attorneys with reasonably comparable skills, experience, and reputation. *Norman*, 836 F.2d at 1299. The applicant bears the burden of producing satisfactory evidence that the requested rate is in line with the prevailing market rates. *Id.* In determining the prevailing market rate, the Court should consider several factors, including: "the attorney's customary fee, the skill required to perform the legal services, the attorney's experience, reputation and ability, the time constraints involved, preclusion of other employment, contingency, the undesirability of the case, the attorney's relationship to the client, and awards in similar cases." *Mallory v. Harkness*, 923 F. Supp. 1546, 1555 (S.D. Fla. 1996).

Here, Michael Simon has practiced insurance defense and insurance coverage litigation for more than 24 years and billed at an hourly rate of \$200 to \$215. Nicholas A. Reeves has practiced insurance coverage litigation for more than seven years and billed at an hourly rate of \$175 to \$185. Brian S. Jacobson has practiced insurance coverage litigation for more than 11 years and billed at an hourly rate of \$185. And Kelly Sims has

been a paralegal for insurance defense and insurance coverage litigation for more than seven years and billed at an hourly rate of \$105 to \$110.

Thus, the Undersigned finds that all the hourly rates sought by USIC are *more* than reasonable. *See, e.g., James v. Wash Depot Holdings, Inc.*, 489 F. Supp. 2d 1341, 1350 (S.D. Fla. 2007) (finding that rate of \$450 was reasonable for attorneys practicing in specialty for over ten years); *Parrot, Inc. v. Nicestuff Distrib. Int'l, Inc.*, No. 06-61231-CIV, 2010 WL 680948, at *12 (S.D. Fla. Feb. 24, 2010) (finding that \$335 per hour for a six-year associate was reasonable). In fact, the attorney hourly rates could likely have been an additional \$100 (or even more) per hour and *still* have been deemed reasonable.

c. Conclusion

For the reasons explained above, the Undersigned **respectfully recommends** that the District Court **grant in part** and **deny in part** USIC's motion for attorney's fees and award USIC **\$55,007.10** in attorney's fees (applying a 10% across-the-board reduction).⁵ USIC's request for non-taxable expert fees (\$5,930.50) and its attorney's fees incurred prior to October 29, 2018 (approximately \$8,000) is discussed below since it relates to GBS's alleged bad faith conduct discussed in USIC's motion for sanctions.

⁵ Because there were multiple attorneys and a paralegal who all billed at different hourly rates, the Undersigned applied the deduction to the total amount billed rather than to the total number of hours, which would have required the Undersigned to calculate a separate deduction amount for each biller.

III. MOTION FOR SANCTIONS

USIC filed a motion for sanctions for alleged bad faith conduct by both GBS and its counsel at The Strems Law Firm. [ECF No. 55]. GBS filed a response in opposition and USIC filed a reply. [ECF Nos. 60; 63]. Additionally, in its motion for attorney's fees, USIC seeks non-taxable expert fees (\$5,930.50) and its attorney's fees incurred before October 29, 2018 (approximately \$8,000), as a sanction for GBS's alleged bad faith conduct as outlined in its motion for sanctions. [ECF No. 77]. GBS filed a response in opposition and USIC filed a reply. [ECF Nos. 80; 82]. However, GBS addressed only the validity of fees incurred pursuant to the offer of judgment. GBS did not address USIC's request for non-taxable expert fees and attorney's fees incurred before October 29, 2018.

USIC seeks sanctions against GBS and its attorneys under the Court's inherent powers and under Federal Rule of Civil Procedure 37 for the following conduct: (1) altering FGF Claims Consultants, Inc.'s estimate of damages and producing it in discovery,⁶ (2) destroying maintenance and repair records that were responsive to USIC's discovery requests, (3) instructing a third-party, Brown's Roofing and Repairs, to disregard USIC's subpoenas, and (4) prosecuting a frivolous lawsuit. [ECF No. 55].

As relief, USIC sought an order of dismissal or striking GBS's pleadings, and an award for attorney's fees and costs.

⁶ FGF is the public adjuster used by GBS.

a. Applicable Legal Principles and Analysis

Federal courts derive their power to sanction any attorney, law firm, or party from three primary sources: Rule 11 of the Federal Rules of Civil Procedure, 28 U.S.C. § 1927, and the inherent power of the court. *See Chambers v. NASCO, Inc.*, 501 U.S. 32, 41 (1991). Each source sanctions different conduct and wrongdoers.

“A court’s inherent power is governed not by rule or statute but by the control necessarily vested in courts to manage their own affairs so as to achieve the orderly and expeditious disposition of cases.” *Purchasing Power, LLC v. Bluestem Brands, Inc.*, 851 F.3d 1218, 1223 (11th Cir. 2017) (internal citation omitted). A court may exercise this inherent power to sanction both an attorney or party who has acted with subjective bad faith. *Id.* “However, in the absence of direct evidence of subjective bad faith, this standard can be met if an attorney’s conduct is so egregious that it could only be committed in bad faith.” *Id.* at 1224-25.

i. Altered FGF Estimate

USIC alleges that GBS altered FGF’s estimate during discovery. On March 20, 2018, GBS, through its counsel, submitted this estimate to USIC. [ECF No. 42-2, p. 4].

FGF Claims

Insured: GBS INVESTMENT GROUP LLC
 Property: 9700 NW 7 AVE
 MIAMI, FL 33150

Reference:
 Company: UNITED ESPECIALTY

Claim Number: Policy Number: USA162448 Type of Loss: Hurricane
 Date of Loss: 9/10/2017 Date Received:
 Date Inspected: Date Entered: 3/19/2018 10:58 AM
 Price List: FLMI8X_MAR18
 Restoration/Service/Remodel
 Estimate: GBS_INVESTMENT_IRMA

However, later, during discovery, GBS, through its counsel, produced this version:

FGF Claims

Insured: GBS INVESTMENT GROUP LLC
 Property: 9700 NW 7 AVE
 MIAMI, FL 33150

Reference:
 Company: UNITED ESPECIALTY

Claim Number: Policy Number: USA162448 Type of Loss: Roof Leak
 Date of Loss: 09/28/2017 Date Received:
 Date Inspected: Date Entered: 3/19/2018 10:58 AM
 Price List: FLMI8X_MAR18
 Restoration/Service/Remodel
 Estimate: GBS_INVESTMENT_

The altered version has a different date of loss (9/28/2017), removes references to “hurricane” and “Irma,” and now states that the type of loss is a **roof leak**. The alterations are obvious because they are in a bigger and different font size than the original version

produced by GBS to USIC. However, the document still indicates “GBS_INVESTMENT_IRMA” [sic] in several of its headings, indicating that the person or persons who altered the document did not remove all references in the document to Irma. See ECF Nos. 42, ¶ 12; 63-1.

According to USIC, the altered estimate was produced on four different occasions by GBS to USIC -- the initial response served January 30, 2019; the supplemental response served March 1, 2019; the amended supplemental response served March 29, 2019; and the second amended supplemental response served April 12, 2019. [ECF Nos. 55, p. 7, n. 4; 63-1]. According to USIC, the original estimate was not included in the three most recent productions. But it was provided, along with the altered estimate in the first production on January 30, 2019. [ECF No. 63, p. 4, n. 4].

Later, USIC served a subpoena on FGF for its complete file relating to this claim. On April 24, 2019, FGF responded to the subpoena and submitted the original version of the estimate, not the altered version. [ECF Nos. 42, ¶ 5; 63-2]. Thus, it appears that FGF did not alter its own estimate. This is also supported by the fact that if FGF revised the estimate it would have presumably used its own estimating software that would have included consistent font type and size throughout the document.

In response to USIC’s motion for sanctions, GBS states that the “undersigned counsel [Gregory Saldamando] can assure this Court that counsel did not alter the FGF estimates or any other document, and takes great offense and umbrage at even the

slightest suggestion of same.” [ECF No. 60, p. 2]. GBS attaches a sworn declaration from the corporate representative of GBS, Irina Kardash, which provides that, “As stated in my deposition, I never altered any of the FGF estimates nor do I know who did.” [ECF No. 60-1, p. 1]. However, Mr. Saldamando did not provide a sworn declaration. GBS posits in its response, “maybe it was FGF who made a mistake in the estimate and just corrected the date of loss.” [ECF No. 60, p. 3].

One would expect that GBS’s counsel would have gone to great lengths to confirm this with FGF -- to disprove the more-likely explanation that GBS or its attorneys altered the estimate. As explained above, GBS and its attorney’s theory that FGF altered the estimate does not make sense because FGF produced to USIC all of its documents relating to the claim, which did not include the altered estimate. GBS fails to address this in its response.

The Undersigned agrees with USIC that someone at The Strems Law Firm likely altered the estimate or knowingly submitted an estimate altered by GBS to support their claim that the damages occurred on September 28, 2017 due to wind-driven rain and not during Hurricane Irma. The Undersigned cannot be *absolutely* certain that is what happened. Alternatively, it is possible that someone at GBS (other than Ms. Kardash) altered the estimate. But regardless, counsel for GBS, Gregory Saldamando, then produced this obviously altered-after-the-fact estimate to USIC. [ECF No. 63-1].

The Undersigned finds that, by producing a clearly-altered estimate, Mr. Saldamando abused the discovery process by producing a document that was intended to deceive USIC. *See Pesaplastic, C.A. v. Cincinnati Milacron Co.*, 799 F.2d 1510, 1522-23 (11th Cir. 1986) (“[A]s members of the bar, and officers of the court, our primary responsibility is not to the client, but to the legal system. . . . Advocacy does not include ‘game playing.’ Conduct such as that engaged in here must not, can not and will not be tolerated.”).

“Rule 37 of the Federal Rules of Civil Procedure provides a district court with authority to impose sanctions, including dismissal, on a party for abuse of the discovery process.” *See Goodman v. New Horizons Cmty. Serv. Bd.*, No. 05-14717, 2006 WL 940646, at *1 (11th Cir. Apr. 12, 2006); *see also Action Marine, Inc. v. Cont’l Carbon, Inc.*, 243 F.R.D. 670, 682, 686 (M.D. Ala. 2007) (awarding monetary sanctions against Defendant for discovery violations, including Defendant’s alteration of documents produced to Plaintiff and “purposeful scheme to prevent [Plaintiff] from discovering documents that [Defendant] viewed as harmful to their defense of the case”); *Pesaplastic, C.A.*, 99 F.2d at 1519 (internal citation omitted) (stating district court has “broad, although not unbridled, discretion in imposing sanctions” under Rule 37).

Thus, the Undersigned finds that sanctions are warranted here for Mr. Saldamando’s abuse of the discovery process. Here, judgment has already been entered in USIC’s favor. Thus, harsher sanctions, such as dismissal or striking of pleadings, are

unavailable and/or moot. Therefore, the Undersigned **respectfully recommends** that Mr. Saldamando be responsible for half of USIC's attorney's fees incurred in bringing this motion for sanctions.

As noted below, the Undersigned is also recommending that the District Court require Mr. Saldamando to pay 50% of USIC's attorney's fees incurred since July 29, 2019 for Mr. Saldamando and his client's continued bad-faith prosecution of this action. Thus, those fees should include USIC's fees incurred in briefing the motion for sanctions, which was filed on August 7, 2019. However, to the extent, that USIC incurred fees preparing the motion for sanctions before July 29, 2019, Mr. Saldamando shall be responsible for 50% of those fees as well.⁷

ii. *Spoliation of Records*

USIC argues that GBS's destruction of records, including maintenance and repair records, in February 2019 is a sanctionable spoliation of records. The Undersigned disagrees.

On December 10, 2018, USIC served discovery requests on GBS, including a request for all documents relating to any repairs performed on the roof, interior ceiling, and any renovations since the date that GBS purchased the property. [ECF No. 55-2, p.

⁷ This should be deducted from the amount that GBS is responsible for pursuant to § 768.79. In the interest of fairness, Mr. Saldamando should not be able to escape paying USIC's fees due to its misconduct simply because GBS is also on the hook for USIC's fees pursuant to the offer of judgment. The same 10% across the board reduction to USIC's fees should apply to the portions that Mr. Saldamando pays as well.

4]. However, while these discovery responses were apparently still outstanding, USIC took the deposition of GBS's Rule 30(b)(6) representative, Irina Kardash, on June 5, 2019.

During the deposition, the following line of questioning took place:

Q. Are there any documents or files maintained by GBS as to historical repairs, meaning if the AC company was called out in 2015 to do a repair' does GBS have records of that?

MR. SALDAMANDO: I'll object to form. You can answer.

THE WITNESS: Okay. If you ask me that question in the month of January of this year, I would probably say yes because in February we had to get rid of all our stuff, and as a matter of fact, we closed our storage and we threw everything away. Because, you know, it's been there for so long and I understood that I, you know, I had to keep reference for three years or something like that, bank statements and stuff, but other than that, everything was destroyed.

MR. SIMON: So February of 2019 –

A. Nineteen.

Q. -- GBS destroyed documents?

A. That's correct. We had, I mean we just closed the storage. I didn't want to pay for it anymore.

Q. Who destroyed the documents?

A. I did.

Q. And those documents would have included documents pertaining to the repairs to the building?

A. Possibly, yes.

Q. So if a roofer had been hired in 2010 to do a patchwork on the roof and there was a record of it, those would have been in the records destroyed?

A. Absolutely. Absolutely. It's been nine years ago.

Q. How about for 2014 or 2015, same thing if a roofer was hired?

A. Probably.

Q. Those records would now be destroyed?

A. Yes.

Q. How about AC maintenance records, 2014, 2015?

A. Same thing, all the records, I mean I destroyed all the records.

Q. Going to -- so right now GBS has records going how far back?

A. I don't know, maybe like a year.

Q. So in February of 2019 you destroyed GBS's records which include all the maintenance and repair records as to the building?

A. Everything.

MR. SALDAMANDO: I'll object to form.

MR. SIMON: Except for a year prior to February 2019?

A. Probably, yes, a year or two maybe.

Q. Did you take pains to make sure you didn't destroy any records pertaining to this insurance claim, take steps?

A. No, definitely not, I didn't destroy anything.

Q. I'm saying you took steps to make sure you didn't?

A. Absolutely, yes. I mean I've had everything in my file since, whatever I have it, it was not destroyed.

Q. Did anybody assist you with the destruction of the documents?

A. Yes.

Q. Who did?

A. Two of the people I hired, two workers.

Q. How were the documents destroyed?

A. We brought it to the Flamingo garbage space in Miami.

Q. Did you know at the time that you were destroying the documents that this lawsuit was pending, and there may be documents that my client had requested or would be requesting regarding –

A. No, I did not.

Q. -- maintenance issues?

A. And I don't think we had any -- anything, any records that belong to this case. I mean everything that belongs to this case was in this folder.

Q. What I'm asking you about is whether or not there are any records that exist regarding AC repairs that were done for five years before 2017 and you're saying those would have been destroyed if they exist; correct?

A. Yes.

Q. Same thing if Alec had hired a roofer to go do a quick patch on the roof, those records would have been destroyed if they were from 2015, '16, '14?

A. There were no problems with the roofer, but all the records were destroyed, that's correct.

Q. If a maintenance man had been hired to do a patch job or a paint in the interior?

A. Everything was destroyed.

Q. That was destroyed?

A. That's correct.

[ECF No. 43-1, pp. 138-142].

The Eleventh Circuit in, *Tesoriero v. Carnival Corp.*, No. 18-11639, 2020 WL 3969265 (11th Cir. July 14, 2020), summarized many of the common law fundamental principles of spoliation sanctions, and they are listed below:

1. "Spoliation is defined as the destruction of evidence or the significant and material alteration of a document or instrument." *Id.* at *9 (internal citation omitted).

2. "In some circumstances, a party's spoliation of critical evidence may warrant the imposition of sanctions." *Id.*

3. When deciding whether to impose sanctions, several factors are relevant: "(1) whether the party seeking sanctions was prejudiced as a result of the destruction of evidence and whether any prejudice could be cured, (2) the practical importance of the evidence, (3) whether the spoliating party acted in bad faith, and (4) the potential for abuse if sanctions are not imposed." *Id.* (internal citation omitted).

4. Spoliation sanctions "cannot be imposed for negligently losing or destroying evidence." *Id.*

5. In the context of spoliation, bad faith "generally means destruction for the purpose of hiding adverse evidence." *Id.*

6. Even if bad faith were shown, a decision to not impose sanctions would be appropriate "if the practical importance of the evidence was minimal." *Id.* (internal

citation omitted). Thus, “evidence must be crucial to the movant being able to prove its prima facie case or defense to establish spoliation” and the ability to impose sanctions. *Id.* (internal citation omitted).

7. “[B]ad faith can be established by circumstantial evidence only when the act causing the loss cannot be credibly explained as not involving bad faith by the reason proffered by the spoliator.” *Id.* at *10 (internal citation omitted).

8. Determining whether the spoliator was “fully aware” of a desire to inspect the evidence is a factor which is considered when determining whether the spoliator acted in bad faith. *Id.*

Here, considering these common law principles outlined in *Tesoriero*, the Undersigned does not find that spoliation sanctions are appropriate. First, while it is *possible* that one or more of the destroyed documents kept in storage were directly relevant to USIC’s defenses, USIC does not point to a specific document that was destroyed, other than to say that generally repair and maintenance records for the building are relevant to whether the roof had pre-existing damages. It is not as if USIC had reason to believe that repairs were performed on a specific day and GBS has now destroyed those records. USIC’s belief that the destroyed documents included directly relevant evidence is speculative.

Second, the Undersigned finds that GBS’s destruction of the documents was likely the result of negligence and recklessness and not a specific bad faith intent to destroy the

records. According to Ms. Kardash, she destroyed the documents when she closed a storage unit. She freely volunteered this information to USIC's counsel during her deposition and asserted that she had not destroyed any evidence that was relevant to this matter. Maybe it was her mistaken belief that maintenance records would not be relevant, which is a negligent and a reckless assumption, or she was not thinking about the discovery requests at all when she emptied the documents out of storage. But nevertheless, there is no evidence that it was done for the purpose of depriving USIC of these documents.

Third, it does not appear that USIC was actually prejudiced as a result of the destruction of evidence. Again, it is unclear what documents were destroyed and whether they would have been helpful. But regardless, USIC prevailed on its summary judgment motion.

Accordingly, the Undersigned does not find that spoliation sanctions are appropriate here for GBS's destruction of unidentified documents in storage.

iii. Interference with Subpoena to Brown's Roofing

On March 18, 2019, USIC served a subpoena for records on Brown's Roofing and Repairs, the roofing company GBS retained to perform repairs after the loss. [ECF No. 55-4]. Because no response to the subpoena was received, Ms. Kelly Sims, a paralegal at defense counsel's office, called Brown's Roofing and Repairs to inquire as to the status of the response to the subpoena. [ECF No. 55-5]. On June 3, 2019, Ms. Sims spoke with Mr.

Larry Brown, the owner of Brown's Roofing and Repairs, who stated that he spoke with GBS about the subpoena and that GBS instructed him that he did not need to respond. *Id.*

USIC then proceeded to subpoena Larry Brown and the 30(b)(6) corporate representative of Brown's Roofing and Repairs for deposition. The subpoenas were served on June 8, 2019 but neither Mr. Brown nor anyone else on behalf of Brown's Roofing and Repairs appeared for the depositions. [ECF No. 55-6, pp. 2-15].

GBS points out that Irina Kardash was deposed regarding this topic as follows:

Q. Have you ever had any discussions with anybody at Brown's Roofing including Mr. Brown?

A. No.

Q. Are you aware of anyone at GBS having any discussions with Mr. Brown telling him not to respond to my office for subpoena for records in this case?

A. Not that I know of.

Q. Do you know if Alex [a business partner] spoke to Mr. Brown about the subpoena for records in this case?

A. I don't know about that.

[ECF No. 43-1, p. 97].

Additionally, attached to USIC's response is Ms. Kardash's sworn declaration, which states that, "I vehemently disagree with any accusation that I told anyone at Browns roofing to disregard a subpoena . . . As stated in my deposition, I never have spoken to anyone at Browns roofing." [ECF No. 60-1, p. 1].

The Undersigned finds it likely that *someone* at GBS, maybe not Ms. Kardash, instructed Mr. Brown that he did not need to respond to the subpoena. However, the Undersigned has some lingering doubts. When Ms. Sims spoke to Mr. Brown, presumably she made clear that Brown's Roofing did in fact need to respond to the subpoena. Yet Brown's Roofing still failed to comply with the subsequently served subpoenas. USIC could have moved for an order to show cause directed at Brown's Roofing to compel Mr. Brown's deposition (and learn his under-oath answers to questions about his company's failure to honor subpoenas), but it did not take this step.

Thus, the evidence presented supports that Mr. Brown made this statement to Ms. Sims. However, Mr. Brown proved uncooperative and refused to respond to subsequent subpoenas. Thus, it is possible that Mr. Brown did not want to respond and simply told Ms. Sims he did not think he needed to respond.

If the Undersigned were to recommend awarding sanctions against GBS based on this statement, the Undersigned would recommend that GBS be responsible for USIC's fees incurred serving additional subpoenas on Brown's Roofing and its attendance at the deposition Mr. Brown failed to attend. But GBS is *already* paying all of these fees incurred pursuant to § 768.79, since they were incurred after October 29, 2018. Therefore, for practical purposes, it does not matter whether the Undersigned accepts or rejects USIC's position on sanctions against GBS for the purported interference with the subpoenas to Brown's Roofing.

iv. Alleged Bad Faith Litigation

According to USIC, this *entire* lawsuit has been frivolous and GBS and its counsel brought a claim for what is clearly an uncovered insurance claim. USIC states that it appears that GBS and its counsel attempted to disguise the cause of loss as wind-driven rain on September 28, 2017, as opposed to wind-driven rain during Hurricane Irma under the mistaken belief that it would be covered if it occurred on another day. But then, during the summary judgment stage, GBS submitted an affidavit from its own expert stating that the damage was likely the result of wind-driven rain during Hurricane Irma.

The Undersigned does not find that USIC has presented evidence proving that GBS and its counsel presented a frivolous claim *from its inception*. However, the Undersigned finds that GBS and Mr. Saldamando acted in bad faith in continuing to prosecute this lawsuit beyond July 29, 2019 (the date when GBS submitted an affidavit from its own expert stating that the damage was caused by Hurricane Irma).

1. Facts

On October 16, 2017, GBS initially reported a loss for Hurricane Irma damage with a date of loss of September 10, 2017. [ECF No. 42-1]. However, that same day, an amended notice of loss was submitted, contending that the loss was caused by wind-driven rain that occurred on September 28, 2017. [ECF No. 42-5].⁸

⁸ It is unclear what day the amended notice of loss was provided to USIC. USIC states in its motion for sanctions that the amended notice was provided the same day as

USIC denied GBS's claim on February 22, 2018. [ECF No. 55-1, p. 2]. The letter denying coverage provides that, based on USIC's inspection, it is USIC's opinion that the interior damage to the wall was consistent with long-term water/moisture entering the building envelope through gaps in the windows and doors. *Id.* Further, USIC states that the location, pattern, and severity of damage to GBS's drywall indicates that rainwater/moisture has been occurring for a period of at least several months, if not years, prior to the inspection, and was not the result of any single water or weather event. *Id.* at p. 3. Additionally, USIC's letter provides that because the second-floor roof was replaced in December 2017, it was not possible to determine the cause/timeline of the reported water intrusion. *Id.*

Therefore, USIC found there was no coverage based on the exclusions and limitations in the policy, including the exclusions for flooding, wear and tear, continuous leakage of water, damage caused by inadequate maintenance, loss caused by windstorm; and a limitation for interior damage caused by rain unless the building first sustains damage by a covered cause of loss to its roof or walls through which the rain enters. *Id.* at pp. 3-7.

On March 20, 2018, GBS, through its counsel, submitted an estimate of damages in support of its claim prepared by adjuster FGF Claims. [ECF No. 42-2, p. 4]. The estimate

the first notice. [ECF No. 55, p. 1]. However, its summary judgment briefing references correspondence dated December 7, 2017. [ECF No. 42-5].

stated that the “type of loss” was a hurricane and that the date of loss was September 10, 2017. *Id.* GBS’s counsel also submitted an invoice for water mitigation from Super Dryout LLC, which notes a date of loss of September 10, 2017. [ECF No. 42-4, pp. 2-3].

On June 22, 2018, GBS filed an action against USIC in the Circuit Court in the Eleventh Judicial Circuit in Miami-Dade County, Florida. [ECF No. 1]. The case was removed to the Southern District of Florida on August 14, 2018. *Id.* In its Second Amended Complaint, GBS alleges that it suffered loss to its commercial property due to a roof leak on September 28, 2017, caused by wind-driven rain. [ECF No. 1-2, p. 3]. GBS alleges that USIC breached the insurance contract by failing to pay for the damages to the property. *Id.* at p. 9.

As discussed above, later, in early 2019, GBS, through its counsel Mr. Saldamando, produced to USIC an estimate that was altered to reflect a September 28, 2017 loss date for a roof leak.

In its verified answers to interrogatories, GBS states that it “suffered a physical loss to the property due to roof leak, caused by wind driven rain.” [ECF No. 55-3, p. 10].

During her June 5, 2019 deposition, Ms. Kardash, the corporate representative for GBS (a business which owned a commercial property building that was leased to different auto restoration companies) testified that GBS received a call sometime around September 27, 2017 from the existing tenant, complaining about a large roof leak. [ECF

No. 43-2, p. 38]. She stated that she did not know when the leak actually started and does not remember asking the tenant. *Id.* at p. 40.

Ms. Kardash then went out to the premises on September 28, 2017 and observed the water damage. *Id.* at p. 85. She stated that the ceilings were wet but there was not water coming through. *Id.* at p. 47. She admitted that she did not know whether the leaking started “a day before or three days before or five days before.” *Id.* at p. 86. She stated that she did not go out to the property between September 10, 2017 and the time she visited on September 28, 2017. She stated that she did not know whether Hurricane Irma caused any damage because she is not an engineer, but that she did not believe it caused damage. *Id.* at p. 49.

She further stated that, to the best of GBS’s knowledge, wind-driven rain caused the damages. *Id.* She also stated that she was aware that the policy does not cover hurricane damage and thus there would be no coverage for Hurricane Irma damage. *Id.* at p. 90. But she stated she was unaware that the policy excluded damage for wind-driven rain even if not caused by a hurricane. She further said that she did not know why the water mitigation company listed the date of loss as September 10, 2017 (the date of Hurricane Irma). *Id.* at p. 94.

USIC’s counsel also showed Ms. Kardash pictures of water stains at the property and asked her the cause of the damage and she said it was due to wind-driven rain. *Id.* at

p. 127. She also said that she did not know whether it rained where GBS is located on September 27, 2017. *Id.* at p. 129.

A few weeks later, on June 21, 2019, USIC filed its summary judgment motion. [ECF No. 41]. USIC argued that GBS's damage (caused by wind-driven rain) is simply not covered unless the building was first damaged by a covered cause of loss, which there is no evidence of here. *Id.* at p. 2. USIC pointed out that its engineer determined that rain entered the building envelope through leaks in the walls as a result of wear and tear and inadequate maintenance of the window and door perimeter sealant and that there was some wind damage from Hurricane Irma. *Id.* at p. 9. USIC presented an affidavit from a meteorological expert, Mr. Branscome, who concluded that wind gusts (less than 20 miles per hour) and rain (1/4 of an inch) were very minimal on the alleged date of loss of September 28, 2017, but that the property experienced wind gusts of 75 miles per hour and 6 to 7 inches of rain during Hurricane Irma on September 10, 2017. *Id.* at p. 11; [ECF No. 42-9, p. 2].

In response to USIC's summary judgment motion, on July 26, 2019, GBS submitted a "competing affidavit" from licensed roofing contractor Rafael Leyva. [ECF No. 51]. The affidavit provides Mr. Leyva's opinion that "the hurricane caused debris to strike and damage not only the air conditioner on the room but the roofing system as well, and this impact from the debris allowed moisture and rainwater to subsequently enter the interior

of the property through openings and caused the resulting damage that was discovered on or about September 28th, 2017.” *Id.* at p. 6.

2. Analysis

A court may exercise its inherent power to sanction both an attorney or party who has acted with bad faith. *Purchasing Power, LLC*, 851 F.3d at 1223. If egregious enough, pursuing a claim “without reasonable inquiry into the underlying facts” can constitute the bad faith necessary to support a fees sanction. *Rodriguez v. Marble Care Int’l, Inc.*, 863 F. Supp. 2d 1168, 1179 (S.D. Fla. 2012); *see also Goodyear Tire & Rubber Co. v. Haeger*, 137 S. Ct. 1178, 1188 (2017) (“If a plaintiff initiates a case in complete bad faith, so that every cost of defense is attributable only to sanctioned behavior, the court may again make a blanket award.”). However, “the Court must exercise its inherent power with ‘restraint and discretion.’” *Taverna Imports, Inc. v. A & M Wine & Spirits, Inc.*, No. 15-24198-CIV, 2018 WL 3611405, at *16 (S.D. Fla. July 27, 2018) (citing *Chambers*, 501 U.S. at 46).

The Undersigned finds there are a few possible scenarios here. The first scenario is that GBS reported what was clearly a hurricane loss to the public adjuster and subsequently The Strems Law Firm, and when The Strems Law Firm realized that the policy had a hurricane exclusion, it instructed its client to falsely report the loss as a roof leak occurring after Hurricane Irma. The second scenario is that GBS decided independently, even though it knew the damage was caused (or at least exacerbated) by Hurricane Irma, to report that the damage occurred later, on September 28, 2017. The

third scenario is that GBS did not know when or how the damage occurred and decided to proceed with the explanation that the damage occurred on September 28, 2017 (when it discovered the damage), even though the more obvious explanation was that the damage occurred weeks earlier during Hurricane Irma.

The first and second scenarios would involve clear bad-faith conduct and would mean the lawsuit was frivolous from its inception. The third scenario, however, would not generate a clear result. The Undersigned finds that, even though it is a close-call, there is not enough evidence to support the first or second scenario.

As stated during her deposition, Ms. Kardash admitted that she does not know when the actual roof leaks occurred. She also conceded that the damage may have been caused by Hurricane Irma, but it was her understanding that the damage occurred at approximately around the time she visited the property on September 28, 2017. While this appears to be a weak claim for coverage under the policy, it is not clear that she was certain that the damage was caused by Hurricane Irma, as she (a non-expert) cannot inspect the damage and conclusively determine what caused it. Additionally, she did not reside or work in the building at the time of the alleged loss, but rather was an owner of the commercial property, which was leased to a tenant at the time.

There is no sworn testimony from a third-party, like the public adjuster or someone from the water mitigation company, that GBS unequivocally reported this to be a Hurricane Irma claim. Likewise, there is no testimony from the tenant in the subject

property that he started noticing roof leaks immediately following the hurricane and that he communicated this to Ms. Kardash.

The Undersigned finds it highly suspicious that the FGF estimate and water mitigation documents referenced a Hurricane Irma loss, and it appears that The Strems Law Firm likely altered the FGF estimate to remove the references to Hurricane Irma (and at a minimum produced a clearly-altered estimate to USIC). Nevertheless, the Undersigned is hesitant to find bad faith at the *inception* of the claim on those grounds.

Additionally, the Undersigned finds this insurance coverage lawsuit, which turned on the application of an exclusion in the policy, to be distinguished from a situation where a plaintiff knows from the inception with a likely degree of certainty that the lawsuit has absolutely no grounds. The policyholder, GBS, had the initial burden of proving that direct physical loss occurred to the property during the policy period. *See Banco Nacional De Nicaragua v. Argonaut Ins. Co.*, 681 F.2d 1337, 1340 (11th Cir. 1982). Once GBS met that initial burden, the insurer, USIC, had the burden to prove that an exclusion to coverage applies. *See E.S.Y., Inc. v. Scottsdale Ins. Co.*, 139 F. Supp. 3d 1341, 1351 (S.D. Fla. 2015).

Here, USIC does not appear to dispute that GBS suffered a direct physical loss to its property, i.e., water damage to drywall, etc. Thus, the burden was on USIC to show that an exclusion to coverage applied, such as the wear and tear exclusion or hurricane exclusion. Further, the factual dispute as to whether an exclusion applied would need to

be resolved by an expert, not by GBS, who cannot say with certainty what caused the damage to its property. Thus, it is difficult to say that GBS brought a frivolous suit if (1) it did not know for certain what the cause of the damages was, and (2) it would ultimately be the insurer's burden to prove that the damage was caused by an exclusion.

Accordingly, while the Undersigned is troubled by the accumulation of what appears to be questionable behavior on both the part of GBS and The Strems Law Firm, it is not clear that GBS and/or its attorneys acted with subjective bad faith in *filing* the lawsuit against USIC.⁹

However, the Undersigned *does* clearly find that GBS and its counsel continued to prosecute a lawsuit that was meritless and frivolous beginning on July 29, 2019. This is the date that GBS submitted a "competing affidavit" from licensed roofing contractor Rafael Leyva in opposition to USIC's summary judgment motion. [ECF No. 51]. The affidavit provides Mr. Leyva's opinion that "the hurricane caused debris to strike and damage not only the air conditioner on the room but the roofing system as well, and this impact from the debris allowed moisture and rainwater to subsequently enter the interior of the property through openings and caused the resulting damage that was discovered on or about September 28th, 2017." *Id.* at p. 6.

⁹ The Undersigned further notes that, if USIC believed that the lawsuit was frivolous at the time of filing, it could have served a Rule 11 sanctions motion, which would have put GBS and its attorneys on notice that it believed the lawsuit to be frivolous and provided it with an opportunity to dismiss the action before proceeding any further in the litigation.

This was not actually a **competing** affidavit at all, as it bolstered USC's arguments. It was at this point that GBS and its counsel knew that their own evidence and the evidence presented by USIC supported the hurricane exclusion. But, for some reason, the case was not dismissed voluntarily by GBS at that time. Rather, the case proceeded for three more months (with the parties preparing for trial scheduled for November 6, 2019), until October 31, 2019, when Judge Cooke entered summary judgment in USIC's favor.

Accordingly, the Undersigned finds that GBS and its counsel Gregory Saldamando¹⁰ acted in bad faith in continuing the litigation beyond July 29, 2019. *See Scelta v. Delicatessen Support Servs., Inc.*, 146 F. Supp. 2d 1255, 1271 (M.D. Fla. 2001) (quoting *Avirgan v. Hull*, 932 F.2d 1572, 1582 (11th Cir. 1991)) ("When it becomes apparent that discoverable evidence will not bear out the claim, the litigant and his attorney have a duty to discontinue their quest.").

Thus, the Undersigned **respectfully recommends** that the District Court find that USIC is entitled to its attorney's fees incurred beginning on July 29, 2019 for GBS and Gregory Saldamando's continued bad-faith prosecution of this lawsuit. USIC's attorney's

¹⁰ Gregory Saldamando appears to be the attorney primarily involved in prosecuting this lawsuit at that time. He defended the deposition of Ms. Kardash and signed all of GBS's filings beginning in June 2019 until July 21, 2020.

fees incurred since July 29, 2019 shall be split equally between GBS and Gregory Saldamando.¹¹

Finally, the Undersigned does not find that USIC is entitled to its non-taxable expert fees (\$5,930.50) for Mr. Branscome's services, which were incurred on June 19, 2019 through July 23, 2019, or its attorney's fees (approximately \$8,000) incurred before October 29, 2018, as a sanction for bad faith conduct because these amounts were incurred before July 29, 2019 (the point at which the Undersigned has determined that GBS and its attorney continued the prosecution of this lawsuit in bad faith). *See Goodyear Tire & Rubber Co.*, 137 S. Ct. at 1187 ("The court's fundamental job is to determine whether a given legal fee—say, for taking a deposition or drafting a motion—would or would not have been incurred in the absence of the sanctioned conduct. The award is then the sum total of the fees that, except for the misbehavior, would not have accrued.").¹²

IV. CONCLUSION

For the reasons discussed above, the Undersigned **respectfully recommends** that the District Court **grant in part** and **deny in part** USIC's motion for attorney's fees

¹¹ As discussed above, pursuant to § 768.79, GBS is already responsible for USIC's attorney's fees incurred since October 29, 2018. However, Mr. Saldamando shall pay 50% of the fees incurred since July 29, 2019. The same 10% across-the-board reduction shall apply to Saldamando's portion of the fees, as well.

¹² Similarly, the Undersigned cannot say that USIC's expert fee and attorney's fees incurred before October 29, 2018 would not have been incurred if Mr. Saldamando had not produced the altered estimate to USIC.

incurred since October 29, 2018 pursuant to Fla. Stat. § 768.79 and award USIC \$55,007.10 in attorney's fees (applying a 10% across-the-board reduction).

As to USIC's motion for sanctions, the Undersigned **respectfully recommends** that the District Court **grant in part** and **deny in part** USIC's motion for sanctions.

The Undersigned finds that sanctions are warranted for Mr. Saldamando's abuse of the discovery process by submitting an altered estimate. Therefore, the Undersigned **respectfully recommends** that Mr. Saldamando be responsible for half of USIC's attorney's fees incurred in bringing its motion for sanctions.

Additionally, the Undersigned finds that GBS and Mr. Saldamando acted in bad faith in continuing to prosecute this lawsuit beyond July 29, 2019 (the date when GBS submitted an affidavit from its own expert stating that the damage was caused by Hurricane Irma). Thus, the Undersigned **respectfully recommends** that the District Court require Mr. Saldamando and GBS to split equally the cost of USIC's attorney's fees incurred since July 29, 2019.

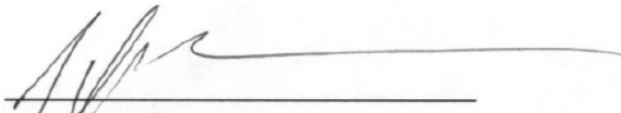
V. OBJECTIONS

The parties will have **ten (10)** days from the date of being served with a copy of this Report and Recommendations within which to file written objections, if any, with the District Judge.¹³ Each party may file a response to the other party's objection within **ten**

¹³ The time period for objections is being slightly shortened. The Undersigned has discretion to modify the deadlines and frequently does so in Reports and Recommendations.

(10) days of the objection. Failure to timely file objections shall bar the parties from a *de novo* determination by the District Judge of an issue covered in the Report and shall bar the parties from attacking on appeal unobjected-to factual and legal conclusions contained in this Report except upon grounds of plain error if necessary in the interest of justice. *See* 28 U.S.C. § 636(b)(1); *Thomas v. Arn*, 474 U.S. 140, 149 (1985); *Henley v. Johnson*, 885 F.2d 790, 794 (1989); 11th Cir. R. 3-1 (2016).

RESPECTFULLY RECOMMENDED in Chambers, in Miami, Florida, August 11, 2020.


Jonathan Goodman
UNITED STATES MAGISTRATE JUDGE

Copies furnished to:

The Honorable Marcia G. Cooke
All Counsel of Record