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**The Florida Bar v. Roland Raymond St. Louis, Jr.
SC04-49**

Due to technical difficulties, this transcript begins approximately 15 minutes into the oral arugument.

NUMBER THREE, WHATEVER HAPPENED 1
IN THAT CASE, THE LEVERAGE THAT
WAS AVAILABLE AT THAT TIME,
WHATEVER INCENTIVE DROVE
DuPONT, AND WE DON'T KNOW
PRECISELY WHAT THAT WAS, WOULD
NO LONGER BE AVAILABLE TO THE
OTHER CLIENTS.

THEY WOULD NOT HAVE GOTTEN THE
BENEFIT OF THAT INCENTIVE TO
MAKE CHOSE KIND OF SETTLEMENT
OFFERS, AND THAT WAS THE
CONCERN.

THAT EVEN THOUGH THERE WAS THAT
RULING, AS A LAW FIRM, WE
THOUGHT THE RULING WAS SOLID
ENOUGH TO PROVIDE FINANCIAL
PROMISE FOR US.

WOULD YOU SKIP AHEAD AND DEAL
WITH WHAT THE BAR BROUGHT UP
DISCLOSIER TO JUDGE WILL WILSON?

YES.

JUDGE WILSON ACTUALLY THE SMITHS
WHO WERE THE CLIENTS IN THAT
CASE, IT WAS NOT A CASE AGAINST
DuPONT.

WHO WERE THE SUMS OF A PRIOR
DISCIPLINARY ACTION BEFORE THIS
COURT.

THEY ENTERED INTO AN AGREEMENT
WITH DuPONT THAT SAID HERBALLY
AS FOLLOWS: WE'LL TAKE \$34
MILLION FOR ALL OF OUR CLIENTS,
59 CLIENTS, I THINK.

WE'LL TAKE A MILLION DOLLARS FOR
SMITH.

IF SMITH DOES NOT PEP ITS OFFER,
WE'LL KEEP THE MILLION DOLLARS.

THAT WAS THEIR DEAL WITH
DuPONT.
THE SMITHS FOUND OUT ABOUT IT IN
A ROUND ABOUT FASHION IN THE
AFTERMATH OF MY CASES.
THEY CAME TO ME, THEY BEGGED ME
TO TAKE A CASE AND LOOK INTO
THIS MATTER.
I BEGGED THEM TO GO FIND A
DIFFERENT LAWYER.
THEY TRIED.
THEY WENT AROUND THE ENTIRE
TOWN. 2
THEY COULDN'T FIND ANYBODY TO
TAKE THAT CASE.
WITH A MONTH BEFORE THE TWO-YEAR
STATUTE OF LIMITATIONS, I AGREED
THAT I WOULD FILE SUIT.
SOMETIME LATER, ABOUT SIX MONTHS
LATER.
THE ISSUE OF MY DISCONSULTATION
CAME UP BECAUSE OF THE REV
REVELATION OF MATTERS
CONSIDERING ME.
CUT TO THE QUICK.
DID YOU LIE?
I MISSTATED THE FACTS.
YOU LIED.
I MISSTATED THE FACTS.
I DIDN'T TRY TO MISLEAD JUDGE
WILSON, AND IN FACT JUDGE WILSON
TESTIFIED THAT HE KNEW EXACTLY
WHAT I MEANT.
WE HAD PUT THE DOCUMENTS THERE
AND -- WE HAD NOT VOLUNTEERED
INFORMATION.
I THOUGHT THAT JUST ON THE
LAST THING, I THOUGHT THAT THE
FINDING WAS AND THE KOHL KEY
KWEU WAS THE BAR KNEW ABOUT THE
SIDE AGREEMENT?
WELL, THAT'S INTERESTING
BECAUSE IF YOU LOOK AT PARAGRAPH
44 OF THE REFEREE'S REPORT WHICH
IS THE ONE ABOUT THE
MISAPPREHENSION BY THE BAR
PEOPLE AND YOU GO BACK AND READ
THOSE CITATIONS UNTIL THE RORLD,
THAT'S NOT WHAT WAS TESTIFIED
TO.
MY CONCERN IS THAT YOU
STARTED -- I WAS WRONG BECAUSE
YOU SHOULDN'T HAVE TAKEN ALL
THESE CASES TOGETHER.

AND YOU'RE NOT BEING CHARGED
WITH CONFLICT OF OTHER INTEREST
AND ALL YOU WOULD NEED TO DO WAS
DISCLOSE TO EACH OF THOSE
CLIENTS WHO YOU WERE
REPRESENTING AND MANY TIMES
LAWYERS HAVE MORE THAN ONE CASE.
SO I'M NOT SURE WHAT YOU THINK
YOU DID WRONG. 3

LET'S GO TO THE DAY OF THE \$59
MILLION SETTLEMENT.
IF YOU, DID YOU KNOW IT WAS
WRONG TO AT THE SAME TIME THAT
YOU WERE TAKING \$59 FROM
DuPONT AND THEN GETTING A 40%
CONTINGENCY ON THAT TO TRY TO
GET AN ADDITIONAL \$12 MILLION
THAT YOU HAD PUT IN YOUR POCKET
AND NOT TELL CLIENTS?
DID YOU THINK THAT YOU WERE
DOING THAT FOR YOUR CLIENTS
RATHER THAN FOR YOURSELF?
NO.

WHAT I KNEW AND WHAT I
UNDERSTOOD AT THE TIME WAS THAT
THERE WAS AN ISSUE ADDRESSING
SOME OF THE MATERIALS BROUGHT TO
THAT MEDIATION, AND BY THE
WAY -- WAS IDENTIFIED NOT ONLY
BY MR. RODRIGUEZ AND ME BUT ALSO
BY THE TWO DuPONT GENTLEMEN
WHO WERE THERE IN DEPOSITIONS AS
BEING A PART OF THESE
NEGOTIATION,S.

HE DID GO WITH US --
REALLY NOT -- LIMITED TIME.
WE'RE TRYING TO GET TO THE DAY
AND NIGHT, AND YOU SAID YOU WERE
JUST DOING THIS BECAUSE OF THESE
POOR CLIENT THAT IS OTHERWISE
WOULD BE WITHOUT -- AT ANY TIME
YOU KNOW WHEN YOU WERE DOING IT
THAT YOU WERE ACTING IF A NAY
THAT WAS IN DIRECT CONFLICT WITH
YOUR CLIENTS?

NO,IN.
I THOUGHT WE WERE SELLING OUR
FUTURE PRACTICE.
I THOUGHT THAT'S WHAT WE WERE
DOING, THAT'S WHAT WAS DEMANDED
OF US.
I WAS VERY UNHAPPY ABOUT IT, I
WAS VERY ANGRY ABOUT IT.
AND I DIDN'T THINK IT WAS

ANYTHING I WANTED TO DO.
I DIDN'T LIKE IT, UNITE LIKE THE
APPEARANCE --
THAT'S WHY YOU WANT TODAY GET
\$12 MILLION RATHER THAN \$6 4
MILLION.
IN FACT, THERE WERE VARIOUS
NUMBERS MENTIONED BY EVERYONE IN
THE ROOM.
I KEPT SAYING YOU HAVE NO RIGHT
TO DO THIS TO UGH, AND THE
OPPORTUNITY TO US IS WORTH MUCH
MORE THAN YOU'RE OFFERING.
DID ANYBODY AT THE FIRM --
BEFORE YOU SIGNED THE AGREEMENT?
I KNOW THAT MR. RODRIGUEZ AND
I DISCUSSED IT AT ONE POINT IN
TIME.
IT SEEMS TO ME THAT ALL YOU
HAVE TO DO IS TELL DuPONT
LAWYERS WE'RE ETHICALLY
PROHIBITED FROM SIGNING THIS
AGREEMENT EVEN IF WE WANT TODAY,
AND EVEN IF YOU OFFERED US \$100
MILLION, WE JUST CAN MOLT DO IT.
THAT'S ANOTHER MISTAKE WE
MADE.
THEY HAD AN ARTICLE BY FANNER
AND LOOMISH, THEY HAD SAID THAT
IT WAS WE HAD DONE, THEY HAD
DONE IT, THEY THOUGHT IT WAS
APPROPRIATE AND THAT THEY WERE
STICKING TO THEIR GUNS.
SO THEN WE HAD THE VERY HARD
CHOICE WHICH IS IF WE CALLED
THEM ON IT, AND WE REJECT THE
DEAL, HAVE WE NOW IN ESSENCE
BETRAYED OUR CLIENTS INTERESTS
ON SOMETHING WE'RE UNCERTAIN
ABOUT?
DO YOU THINK THE BAR WOULD
EVER SAY YOU BETRAYED YOUR
CLIENTS' INTERESTS BY FOLLOW THE
RULES OF THE FLORIDA BAR AND
REFUSING TO CAVE INTO OPPOSING
COUNSEL WHO'S ASKING YOU TO
VIOLATE THE RULES?
I THINK IN THE EXPERIENCE OF
THE PAST 11 YEARS, I THINK IT
WOULD BE HIGHLY LIKELY BEGIN THE
REASONABLE PROSPECT FOR THOSE
CASE THAT IS MANY OF THOSE
CLIENTS WOULD HAVE FELT
BETRAYED, WOULD HAVE FELT AS

THOUGH WE WERE GRAND STANDING 5
FOR A BIG RECOVERY IN THE DAVIS
CASE, AND THAT WE WERE GOING TO
GO LOOK FOR FUTURE, BETTER
OPPORTUNITIES AND THEY GOT LEFT
ON THE WAYSIDE AS SOMEBODY THAT
DIDN'T MAKE IT THROUGH THE
SYSTEM.

THAT'S WHAT I THINK WOULD
HAPPEN, AND I THINK THE FLORIDA
BAR MIGHT AGREE WITH THEM.

THANK YOU, SIR.

MR. DAVY, YOU HAVE A COUPLE OF
MINUTES TO --

HE HAD ONLY ONE DUTY THAT
NIGHT, AND THAT WAS TO SAY NO.
THE RULE IS WELL KNOWN TO THE
FIRM, THEY HAD RESEARCHED IT,
THEY KNEW ABOUT RULE 6.56B.
THEY HAD RESEARCHED IT SEVERAL
TIMES, THEY HAD DISCUSSED IT.
THE RULE IS CLEAR.

YOU JUST CAN'T DO IT, AND
THERE'S NO DISCRETION.

THEIR VIOLATION OF THIS RULE WAS
INTENTIONAL, IT WAS INTENTIONAL
IN THAT THEY TRIED TO GET AROUND
THE RULE BY SETTING UP AN
INDIRECT CONFLICT OF INTEREST BY
WORKING FOR DuPONT.

THEY KNEW THAT WAS THE WAY THEY
MIGHT GET AWAY WITH IT, BUT THEY
DIDN'T.

THEY GOT CAUGHT.

THANK YOU.

THE COURT WILL TAKE ITS MORNING
RECESS.

PLEASE RISE.