

>> PLEASE RISE.

HEAR YE, HEAR YE, HEAR YE.

THE SUPREME COURT OF FLORIDA IS  
NOW IN SESSION.

ALL WHO HAVE CAUSE TO PLEA, DRAW  
NEAR, GIVE ATTENTION AND YOU  
SHALL BE HEARD.

GOD SAVE THE UNITED STATES, THE  
GREAT STATE OF FLORIDA AND THIS  
HONORABLE COURT.

LADIES AND GENTLEMEN, THE  
FLORIDA SUPREME COURT.

PLEASE BE SEATED.

>> GOOD MORNING AND WELCOME TO  
THE FLORIDA SUPREME COURT.

THE FIRST CASE ON OUR DOCKET  
THIS MORNING IS THE FLORIDA BAR  
VERSUS SHERRY HALL.

MAY IT PLEASE THE COURT.

MY NAME IS OLIVIA KLEIN AND I AM  
BAR COUNSEL FOR THE FLORIDA BAR.

IN THIS PARTICULAR CASE THE  
REFEREE MADE A REPORT ON CERTAIN  
FINDINGS OF FACTS AND FOUND THAT  
MS. HALL IS GUILTY OF ONE RULE  
VIOLATION.

A LAWYER SHALL NOT ENGAGE IN  
MISREPRESENTATION OR FRAUD, AND  
THE REFEREE RECOMMENDED A 90-DAY  
SUSPENSION.

THE POSITION OF THE FLORIDA BAR  
IS THAT WE DO NOT DISPUTE THE  
FACTS CONTAINED IN THE REPORT,  
HOWEVER WE DO DISPUTE THE 90 DAY  
SUSPENSION THAT WAS RECOMMENDED  
BY THE REFEREE.

BASED ON THE FINDINGS OF FACT AS  
WELL AS THE MITIGATING FACTORS,  
WE RESPECTFULLY REQUEST THAT  
THIS COURT RAISE THAT 90 DAY  
SUSPENSION AT LEAST UP TO A  
THREE-YEAR SUSPENSION.

WHEN WE REFUSED THE REPORT, THE FACTS SEEM TO INDICATE DELIBERATE AND INTENTIONAL MISCONDUCT WHICH IS USUALLY DISBARMENT UNDER THE RULE.

>> WHAT THE ACT WAS, THE FORGING SIGNATURES AND THEN REPORTING A DOCUMENT WAS FRAUDULENT.

IS THAT CORRECT?

>> YES YOUR HONOR.

>> SINCE WE ARE HERE, WAS THERE A SUSPENSION OR A DISBARMENT OR SOMETHING OVER 90-DAY SUSPENSION?

IS THERE ANY TESTIMONY AS TO THE MOTIVE OF THE RESPONDENT, MS. HALL AND ACCORDINGLY DOCUMENTS?

WHAT ARE YOU HOPING TO GAIN-- WHAT WOULD SHE HOPING TO GAIN FROM DOING WHAT SHE DID?

>> YOUR HONOR INITIALLY WE BELIEVE TO THE LEASE AGREEMENT AND AGREEMENT FOR SALE AROSE BECAUSE THE FIRST LEASE AGREEMENT, THEY ONLY HAD A CONTRACT ON AN AGREEMENT TO NEGOTIATE A CONTRACT FOR SALE, AND AS TIME WENT ON, MRS. GODWIN DID NOT WANT TO SELL THE PROPERTY TO MS. HALL, SO IN 2001 AND 2002 SHE KEPT TRACK OF THE TIME, WHEN ARE WE GOING TO CLOSE?

>> I KNOW THAT PART. SOMETHING AN AGREEMENT TO SELL, WHEN THAT WASN'T THE TESTIMONY WHAT HER MOTIVE WAS. WAS THERE A PRICE IN THE AGREEMENT?

>> NO, THERE WAS NO PRICE ON THE

LEASE AGREEMENT AND AGREEMENT  
FOR SALE.

THEY DISCUSSED PRICES OUTSIDE OF  
THAT.

>> DID THE BAR HAVE AN ARGUMENT?

OBVIOUSLY THIS IS A WRONG ACT  
AND IT WAS A FRAUDULENT ACT.

I AM JUST TRYING TO FIND OUT THE  
PERSON WHO FOR 23 YEARS  
PRACTICED LAW WITH THAT BLEMISH,  
WHO WAS AN OUTSTANDING MEMBER OF  
THE COMMUNITY.

THIS WAS UNRELATED.

IT IS BAD, BUT SHE WAS OBSESSED  
WITH GETTING THE PROPERTY?

>> THAT IS THE ONLY THING WE CAN  
SURMISE YOUR HONOR.

THE FACT THAT WHEN MS. GODWIN  
WOULDN'T SELL HER PROPERTY, SHE  
INVESTED MONEY FOR THE HORSES.  
AND THEN WHAT SHE WANTED TO DO  
WAS BUY THE PROPERTY.

AND BECAUSE SHE WANTED TO BUY IT  
SHE WENT TO THIS EXTREME.

>> DID SHE HAVE SOME KIND OF  
BUSINESS PROPERTY BECAUSE  
THERE'S SOME MENTION IN HERE  
SOMEPLACE THAT THE JUDGE ORDERED  
THIS CLEARED UP SO SUBTENANTS--

>> YES YOUR HONOR.

THERE WAS ONE POINT IN TIME  
WHERE SHE BEGAN TO SUBLEASE THE  
PROPERTY TO OTHER PEOPLE.

>> SHE... MEANING?

>> MS. HALL.

SHE BEGAN SUBLEASING THE  
PROPERTY TO OTHER PEOPLE WHILE  
SHE HAD THE LEASE FOR TEN YEARS?

>> THIS WAS WHAT WAS GOING ON,  
AND OPERATION OF SOME TYPE OF  
STAPLES?

>> RENTING OUT PASTURELAND TO TWO OR THREE OTHER PEOPLE AND USING IT AS STABLES FOR HORSES, RIGHT.

>> IT WAS A TEN-YEAR LEASE.

SHE WANTED TO BUY THIS PROPERTY. WHAT I AM ASKING AGAIN AND I WAS NOT A REAL-ESTATE LAWYER, HOW WAS RECORDING A FRAUDULENT DOCUMENT THAT SAID IT WAS AN AGREEMENT TO SELL WHEN IN FACT IT WASN'T AN AGREEMENT TO SELL, HOW IS THAT GOING TO GET HER, IN TERMS OF HER MOTIVES IN DOING THAT?

HER ARGUMENT IS I DID IT BUT I THOUGHT THIS WAS WHAT WE AGREED ON.

>> RIGHT, HER ARGUMENT WAS THAT THIS REPRESENTED THEIR ORIGINAL LEASE AGREEMENT.

SHE SAID WHEN SHE SPOKE TO MRS. GODWIN-- SHE SAID SHE WOULD SELL HER THE PROPERTY BECAUSE SHE WAS THINKING OF SELLING IT AND MOVING OUT AND THEY PUT THAT

ORIGINAL LANGUAGE IN THE FIRST LEASE AGREEMENT SAYING WE WOULD NEGOTIATE AN AGREEMENT TO SELL THE PROPERTY.

>> THEY ALSO HAVE THAT LANGUAGE INDICATING THAT MRS. GODWIN WOULD GIVE HER A RIGHT OF FIRST REFUSAL.

>> I KNOW.

MAYBE I'M NOT MAKING MYSELF CLEAR.

WHAT WOULD HAVE BEEN THE REASON TO RECORD A FRAUDULENT DOCKETS, WHEN THERE WASN'T-- HER INTENT WAS GOING TO BE TO SELL AND SHE

DIDN'T EVEN HAVE MONEY ATTACHED TO IT?

>> THIS LEASE AGREEMENT AN AGREEMENT FOR SALE, SHE CHANGED THAT RIGHT IF FIRST REFUSAL INTO A CONVEYANCE OF THE PROPERTY.

>> I DON'T WANT TO INTERRUPT BUT-- WOULDN'T THE RECORDING OF THIS DOCKET PREVENT THE OWNERS OF THE PROPERTY FROM SELLING IT TO SOMEONE ELSE OR BE A SUBSTANTIAL IMPEDIMENT TO THEIR SELLING IT TO SOMEONE ELSE?

THE WAY IS TYING UP THE PROPERTY BEYOND THE LEASE WOULD BE SUBJECT TO THE LEASE BUT WHEN THERE IS A RECORDED INSTRUMENT INDICATING YOU HAVE A RIGHT TO BUY IT WHO WAS GOING TO BUY A PROPERTY LIKE THAT, RIGHT?

>> CORRECT YOUR HONOR.

IT WAS AN INCUMBENT ON THE TITLE.

IT IS A SIGNIFICANT THING FOR THE OWNER OF THE PROPERTY.

IT IS A BIG PROBLEM IF THEY WANT TO SELL IT TO SOMEONE ELSE.

>> IN FACT MRS. GODWIN DID WANT TO SELL IT IN 2002.

>> I APPRECIATE MR. CANADY-- THAT WAS THE THEORY, THAT IT WAS AN INTENT AND IN THAT WAY NOBODY ELSE COULD PURCHASE THIS PROPERTY, AT LEAST IF THEY LOOKED AT THE RECORD, AT THE

COURT RECORD.

[INAUDIBLE]

>> MRS. HALL HAD HER APPRAISAL FIRST AND MRS. GODWIN REFUSED TO LET HER BUY IT AT THAT PRICE AND THEN MRS. GODWIN HAD AN

APPRAISAL.

[INAUDIBLE]

>> WELL, HER TESTIMONY WAS SHE WANTED TO SEE WHAT THE PROPERTY WAS WORTH BECAUSE THEY WERE STILL SELLING THE PROPERTY BUT SHE WAS NOT SURE WHAT IT WAS WORTH.

MS. HALL HAD AN APPRAISER THAT CAME IN SOMEWHERE IN THE MID '80S AND MS. HALL-- AND MS. GODWIN THOUGHT IT WAS TOO LOW AND SHE GOT AN APPRAISAL.

>> YOUR POSITION IS THAT SHE ONLY WANTED TO LEASE THE PROPERTY.

WHY ARE BOTH SIDES DOING APPRAISALS?

YOU ONLY DO THAT WHEN YOU ARE GOING TO SELL IT.

>> I THINK MRS. GODWIN WANTED TO SEE WHAT WAS GOING TO BE WORTH BECAUSE SHE TALKED TO MS. HALL ABOUT SELLING THE PROPERTY BECAUSE HER HUSBAND HAD ALZHEIMER'S AND THEY MIGHT HAVE TO MOVE OUT.

>> THERE WAS AN INITIAL DISCUSSION ABOUT SELLING THE PROPERTY AND AT ONE POINT MRS. GODWIN WAS IN FACT INTERESTED IN SELLING THE PROPERTY TO MS. HALL SUBJECT TO WHATEVER APPRAISALS CAME OUT, AND SHE WAS INTERESTED AT SOME POINT IN SELLING THE PROPERTY TO SOMEONE ELSE AFTER THAT, AFTER THOSE DISCUSSIONS WITH MS. HALL FELL THROUGH.

IS THAT CORRECT?

>> YES YOUR HONOR.

I BELIEVE THIS LEASE AGREEMENT

AN AGREEMENT FOR SALE, SHE HAD ALREADY REPRESENTED MS. HALL TO

THE REAL-ESTATE AGENT AND SHE HAD A FORCEFUL CONTRACT FOR SALE.

>> THIS IS GOING EVERYWHERE. WASN'T THE FIRST DOCUMENT ONE TO LEASE AND BY ITS TERMS THEY AGREE TO NEGOTIATE THE SALE?

>> CORRECT.

AND THEN THE SECOND AGREEMENT ENSURED THAT MS. HALL WOULD HAVE RIGHTS TO BUY THAT PROPERTY.

BY BRINGING UP THIS--

>> YOU ARE TALKING ABOUT THE DOCUMENT THAT SHE FORGED AND HAD RECORDED?

>> CORRECT.

IN THAT AGREEMENT, SHE THEN PUT ON THE RECORD THAT SHE WAS THE ONE THAT HAD THE RIGHT TO BUY THE PROPERTY AND NOBODY ELSE WOULD BE ABLE TO BUY IT.

SHE HAD ONLY REPRESENTED TO MRS. GODWIN AND THE REALTOR IN JUNE OF 2002, THAT SHE HAD AN ENFORCEABLE CONTRACT TO BUY THE PROPERTY AND THEY HAD BETTER NOT SELL IT TO ANYBODY ELSE.

SHE WAS GOING TO SUE THEM IF THEY TRIED TO SELL IT TO ANYONE.

>> AT THIS POINT HOWEVER, THAT AGREEMENT OR THAT FRAUDULENT DOCUMENT HAS BEEN REMOVED FROM THE RECORD OR CHANGED IN SOME WAY?

>> WHAT NEEDED TO BE DONE WAS A QUITCLAIM AND MR. FOSTER WHO IS MRS. GODWIN'S ATTORNEY WAS TOLD TO DO THAT AROUND JUNE OF 2003 AFTER HE LEARNED ABOUT THIS

DOCUMENT ON THE RECORD.

>> DID SHE IN FACT DO A

QUITCLAIM DEED?

>> SHE DID NOT DO IT AT THAT

TIME.

SHE DIDN'T DO IT UNTIL AFTER THE

CRIMINAL CHARGES HAD BEEN

BROUGHT AGAINST HER AND THE

PROSECUTION AGREEMENT SHE WAS

REQUIRED TO ISSUE A QUITCLAIM.

THAT WAS NOT UNTIL SEPTEMBER OF

2006.

IT WAS ALMOST THREE YEARS LATER

BEFORE SHE CLEARED THE TITLE ON

THE PROPERTY.

SO, THIS LEASE AGREEMENT AN

AGREEMENT FOR SALE PUT AN

ENCUMBRANCE ON THE PROPERTY AND

ENSURE THAT NOBODY ELSE WOULD BE

ABLE TO BUY IT IN THE THREE

YEARS IT STAYED ON THE RECORD

AND THE CLERK'S OFFICE SO ANYONE

WORKING OFF THAT RECORD WOULD

SAY, I CAN'T--

>> LET ME ASK YOU ABOUT THE

ALTERED DOCUMENT THAT WAS

REPORTED.

IF I UNDERSTAND CORRECTLY, THE

POSITION HERE IS THAT SHE MADE

ALTERATIONS.

SHE SIGNED IT BUT SHE SAW WHAT

THEY AGREED TO.

SHE SIGNED IT BUT SHE DID NOT

SIGN THE NAMES OF THE OTHER

PARTIES.

THE SIGNATURES APPEARED ON THE

DOCUMENT MYSTERIOUSLY.

SHE ARGUES FROM THE REFEREE

REPORT HERE, SHE MUST HAVE

SIGNED IT IN THE PROCESS OF

SIGNING MULTIPLE OTHER

DOCUMENTS.

SHE DID NOT REALIZE WHAT SHE HAD DONE AND FORGED THE OTHER THREE SIGNATURES.

IN THE PROCEEDINGS FOR THE REFEREE.

THE REFEREE SAID-- THE REFEREE IS INCREDULOUS AND I THINK HE MEANS THAT THE REFEREE THERE BASICALLY-- THAT THE RESPONDENT WAS MISREPRESENTING THE FACTS RELATED TO WHO SIGNED THAT DOCUMENT AND SHE GAVE TESTIMONY THAT IT WAS UNBELIEVABLE ON THAT SUBJECT IN THE COURSE OF THESE PROCEEDINGS?

>> CORRECT YOUR HONOR AND WHAT WE TRY TO SHOW WAS THAT SHE IS THE ONLY PERSON THAT HAD THE MOTIVE AND THE OPPORTUNITY.

SHE HAD CONTROL OF PROCESSION OF THE DOCUMENT.

WHEN YOU SEE THE FINDINGS OF FACT, SHE COMPARED THE AGREEMENT ON HER HOME COMPUTER.

SHE WORKED OUT OF HER HOME 95% OF THE TIME.

SHE CHANGED THE AGREEMENT ON HER COMPUTER AND SHE WAS TRYING TO SAVE SOME LEGAL WORK IN THE OFFICE, FORGED THE SIGNATURES AND THEN SHE WROTE HER SIGNATURE BECAUSE OF THE STACK OF PAPERS.

THAT WAS NOT BELIEVABLE.

>> WAS THERE ANYTHING IN THE RECORD THAT SHOWED THE CIRCUMSTANCES OF THE RECORDING OF THAT DOCUMENT?

WHO ACTUALLY GOT TO THE OFFICE-- WHO KNEW ABOUT THAT?

>> IN THE RECORD, ALL THAT WE

HAD WAS A CASH RECEIPT.  
WE WENT OUT TO FIND OUT WHO  
RECORDED THE DOCUMENT AND YOU  
WILL SEE MS. HALL'S PERSONAL  
ADDRESS AND TELEPHONE NUMBER.  
SHE CLAIMED SOMEBODY FROM THE  
OFFICE THAT SHE INSTRUCTED DID  
THAT AND SHE DID NOT DENY SHE  
RECORDED THE DOCUMENT.

>> WAS THE DOCUMENT NOTARIZED?

>> THE LEASE AGREEMENT?

>> YES.

>> NO, IT WAS NOT BUT IT WAS  
WRITTEN BY A PERSON CALLED  
JOSEPH GRANT, BUT THAT WAS ALSO  
A FORGED SIGNATURE AND A THREE  
EXPERT WITNESSES SAID ALL OF THE  
SIGNATURES ON HERE WERE  
SIMULATED FORGERY WHERE HER  
SIGNATURE WAS GENUINE.

I KEPT THIS LEASE AGREEMENT AND  
AGREEMENT FOR SALE FOR A LONG  
TIME BECAUSE THE COURT SHOULD  
HAVE IN ITS EXHIBIT RECORD THE  
LEASE AGREEMENT AND AGREEMENT  
FOR SALE BUT WAS THE ORIGINAL  
THAT WAS GIVEN TO OUR  
INVESTIGATOR, BY MS. HALL AND  
YOU WILL NOTICE ALL THE

SIGNATURES ARE THE SAME BLUE  
INK.

THE SIGNATURES ON THE SECOND  
PAGE ON THE ORIGINAL SHOW THAT  
THE INK IS ALL THE SAME.  
SOMEBODY HAD FORGED IT AND SHE  
SIGNED IT LATER, THAT IS NOT  
BELIEVABLE EITHER.

WHEN I LOOK AT THIS COPY WHICH  
IS WHAT I ORIGINALLY HAD, IT IS  
ALL BLACK AND WHITE BUT YOU HAVE  
THE ORIGINAL AND AS YOU SEE THE

ORIGINAL HAD THE BLUE INK ON THE PAGE.

ALSO, WHEN IT CAME TO THE FORGERY THE REFEREE MADE FINDINGS OF FACT.

SHE DID NOT FIND THAT SHE FORGED A DOCUMENT BUT SHE SAID IT IS VERY SUSPICIOUS I WOULD SAY.

>> EXCUSE ME.

IN AGREEMENT WITH THE PROSECUTOR TO DEFER THE PROSECUTION, DID SHE NOT HAVE TO ADMIT SHE IN FACT COMMITTED THE CRIME IN ORDER TO GO INTO THE PROGRAM?

>> I AM NOT SURE THAT THAT WAS IN A DEFERRED PROSECUTION AGREEMENT OR NOT BUT YOU KNOW--

>> THAT IS QUITE IMPOSSIBLE.

>> I AM NOT FAMILIAR, SO I WILL TAKE YOUR WORD FOR IT.

IN A DEFERRED PROSECUTION AGREEMENT, SHE AGREED TO QUITCLAIM THE PROPERTY TO DO CERTAIN THINGS.

SHE WAS CHARGED WITH GRAND THEFT AND UTTERING A FORGED INSTRUMENT SO THEY ARE ASSUMING--

>> DOES THAT PRECLUDE THE BAR FROM CONSIDERING EVEN THOUGH THERE WAS NOT A CONVICTION?

>> ABSOLUTELY.

IT DOESN'T MAKE ANY DIFFERENCE, THE BAR STILL HAS THE RIGHT TO GO IN WITH ETHICAL CHARGES AGAINST THE ATTORNEY.

IT MAKES IT A LOT EASIER OF COURSE IF THEY DO WILL REPORT BUT SHE DID A REPORT ON HER OWN.

>> AND WITH THAT YOU HAVE USED ALL OF YOUR TIME.

DO YOU WANT TO MAKE A CONCLUDING

STATEMENT?

>> IN CONCLUSION WE WOULD LIKE THE COURT TO AT LEAST IMPOSE A THREE-YEAR SUSPENSION IN LIGHT OF THE CRITERIA, THE AGGRAVATING AND MITIGATING FACTORS AND THE FACTS FOUND BY THE REFEREE.

WE WOULD LIKE THE COURT TO REJECT THE 90 DAY SUSPENSION AND FIND A THREE-YEAR SUSPENSION IN THE FACTS OF THE CASE.

>> DOES IT REFLECT THE AGE OF MS. GODWIN?

I UNDERSTAND MR. GODWIN HAD ALZHEIMER'S AND WAS ELDERLY.

>> YES, AND SHE WAS IN HER EARLY '70'S.

I BELIEVE I ASKED HOW OLD SHE WAS AT THE TIME.

>> THANK YOU VERY MUCH FOR YOUR ARGUMENT.

>> THANK YOU.

>> MAY IT PLEASE THE COURT, I AM LOIS LEPP ON BEHALF OF SHERRY GRANT HALL.

IF I COULD CORRECT THIS, THE REFEREE DID NOT FIND THAT THIS RESPONDENT COMMITTED FORGERY. THE REFEREE FOUND THAT SHE HAD ALTERED A DOCUMENT BY CHANGING THE TITLE IN CHANGING THE LANGUAGE ON THE SECOND PAGE. SHE SPECIFICALLY SAID I DON'T FIND IF THEY PROVED THAT THERE WAS FORGERY.

>> ON THAT POINT, WHAT HE SAID WAS ALL THOSE, THERE WAS NO PROOF BEYOND A REASONABLE DOUBT THAT THE RESPONDENT HALL FORGED THE SIGNATURES.

AND SO, THE FINDING HAS TO DO WITH PROOF BEYOND A REASONABLE

DOUBT.

IS THAT A STANDARD THAT IS  
APPLICABLE HERE?

>> NO, THAT IS NOT A STANDARD.  
WITH ALL DUE RESPECT WHAT SHE

DID SAY, THE REFEREE SAID THE  
FRAUD WAS COMMITTED WHEN THE  
NAME OF THE DOCUMENT WAS CHANGED  
AND THE LANGUAGE WAS CHANGED  
FROM THE ORIGINAL DOCUMENT.

>> THE SIGNATURES WERE FORGED.

>> YEAH.

>> PART OF THE REFEREE'S REPORT  
SAID THE EXPLANATION, SOMEBODY  
IN HER OFFICE MUST HAVE DONE  
THAT WITHOUT HER KNOWLEDGE IS  
NOT CREDIBLE.

NOW, I WOULD SUGGEST, BECAUSE WE  
ARE HERE WITH THE ORDER TO SHOW  
CAUSE, WHY A SANCTION OF  
DISBARMENT SHOULD NOT BE  
IMPOSED, THAT THIS COURT SEES IT  
AS AN EXTREMELY SERIOUS  
TRANSGRESSION, WHETHER IT WAS A  
CRIMINAL ACT, CERTAINLY THERE  
WERE CRIMINAL CHARGES BROUGHT.

SO, I THINK THAT IT WOULD BE  
BETTER SERVED BY DEVOTING YOUR  
TIME AS TO WHY THERE SHOULD NOT  
BE A THREE-YEAR SUSPENSION OR A  
DISBARMENT IN THIS CASE.

BECAUSE OF THE SERIOUSNESS OF  
ITS CONTACT, A VULNERABLE  
VICTIM, AND A COURSE OF  
DECEPTION THAT WORKED TO THE  
DETRIMENT OF THE VICTIMS IN THIS  
CASE AND ULTIMATELY THE PUBLIC.

>> I WOULD BE HAPPY TO, YOUR  
HONOR.

YOU HAVE ANNOUNCED AS TO WHY THE  
LEASE WAS RECORDED.

THE RECORD REFLECTS THAT BOTH THE RESPONDENT AND HER HUSBAND TESTIFIED THAT THE REASON THE LEASE WAS RECORDED FOR THE DOCUMENT WAS RECORDED WAS TO REFLECT THE LEASE.

THAT IS PAGE 105.

>> BUT YOU WOULD AGREE THAT IT ENCUMBERS THE TITLE INsofar AS ANYBODY HAS SEEN THE PUBLIC RECORD, WOULD UNDERSTAND THAT THIS PROPERTY WOULD NOT BE FOR SALE.

I MEAN THERE'S A BIG DIFFERENCE

BETWEEN AN AGREEMENT TO NEGOTIATE AND AN AGREEMENT TO SELL THE PROPERTY.

>> I DO AGREE WITH THAT.

>> THAT IS A SUBSTANTIAL MATERIAL CHANGE, AND THE INTENT WAS ONLY TO REPORT THE LEASE.

THAT IS A SEPARATE LEASE DOCUMENT.

>> THE RESPONDENT DID NOT HAVE THE ORIGINAL LEASE DOCUMENT.

SHE HAD LEFT THAT WITH MS. GODWIN.

>> DID SHE NOT HAVE A COPY?

>> SHE DID NOT HAVE A COPY.

>> SHE HAD THE NOTES.

SHE HAND-WROTE THE AGREEMENT TO NEGOTIATE THE SALE LATER ON.

THAT WAS IN THE ORIGINAL DOCUMENT BUT SHE HAD THE NOTES REFLECTING WHAT WAS IN THE ORIGINAL DOCUMENT.

>> THERE IS TESTIMONY THAT MR. GRANT, THE WITNESS-- IN FACT I'M GOING TO GO BACK AND TYPE IT UP AND MAKE IT MORE PROFESSIONAL AND I'M GOING TO

AGREE TO THAT.

>> SO SHE WAS GOING TO CHANGE  
THE TERMS OF THAT WHEN SHE WENT  
BACK TO TYPE IT UP?

>> NO, SHE DIDN'T.

>> THERE IS A SIGNIFICANT  
DIFFERENCE.

>> THAT IS WHY WE ARE HERE.

I AM NOT CHALLENGING THE  
REFEREE'S REPORT THAT SHE  
ENGAGED IN BEHAVIOR.

WHAT I AM HERE TO ARGUE IS  
THERE'S NOT ANY CASE LAW THAT  
HAS BEEN CITED THAT SUPPORTS  
DISBARMENT OR A THREE-YEAR  
SUSPENSION.

I WOULD BE ABLE TO EASILY  
DISTINGUISH ANY OF THE CASES  
THAT HAVE BEEN CITED AS TO  
DISBARMENT.

>> I KNOW, WE ALWAYS TRY TO  
FIGURE OUT WHAT CASE IS EXACTLY  
SIMILAR.

WE HAD A CASE HERE WITHIN THE  
LAST YEAR OR TWO, DOVE, WHO  
HAD-- DOVE WHO HAD FRAUDULENT  
REPRESENTATION.

THIS IS NOT FROM A COURT  
DOCUMENT BUT IT IS FILED IN THE  
PUBLIC RECORD.

IT IS A VULNERABLE VICTIM.

WHY SHOULDN'T THEY SUBSTANTIAL  
SUSPENSION OR DISBARMENT BE  
IMPOSED FOR SUCH CONDUCT?  
INTENTIONAL MISCONDUCT.

>> THE REFEREE SPECIFICALLY--  
[INAUDIBLE]

SHE SAID I'M NOT GOING TO  
CONSULT THIS LADY.

SHE WAS IN HER EARLY '70'S.

>> SHE IS A LAWYER AND THESE

WERE PEOPLE THAT WERE NOT BEING REPRESENTED BY A LAWYER. SHE IS USING HER LEGAL KNOWLEDGE AND ABILITY TO DO SOMETHING AGAINST AN UNREPRESENTED PERSON, SO I CERTAINLY WOULD AGREE THAT THIS IS TOTALITY OF THE CIRCUMSTANCE THAT IS AN ONGOING DEALING THAT IS GOING ON.

>> DID SHE NOT HAVE HER DAUGHTER TO TALK WITH, MS. HALL BECAUSE SHE WANTED SOMEONE IN BETWEEN?

>> NOT AS I UNDERSTOOD THE RECORD.

ALL OF HER CHILDREN, AS I UNDERSTOOD IT, WERE IN THE CONFERENCES.

THE DAUGHTER DID SPEAK TO MS. HALL ON ONE OCCASION BUT I DID NOT UNDERSTAND THAT TO BE--

>> JUSTICE PARIENTE STARTED OUT, WHAT WAS YOUR CLIENT'S MOTIVE SO WHAT IS YOUR CLIENT'S SEEKING TO GAIN OTHER THAN TYING UP THE PROPERTY THAT SHE WASN'T GOING TO GET ANY WAY?

WHAT WAS HER MOTIVE?

I AM JUST A LITTLE--

>> HER MOTIVE IN RECORDING THE DOCUMENT?

>> HER MOTIVES IN RECORDING THE DOCUMENT.

>> SHE AND HER HUSBAND TESTIFIED THAT THEY RECORDED IT BECAUSE THE LISTING AGREEMENT THEY HAD BEEN MADE AWARE OF TO SELL THE PROPERTY TO SOMEONE ELSE.

THE AGREEMENT DID NOT REFLECT SHE HAD A TEN-YEAR LEASE.

>> THAT IS ALL WELL AND GOOD, A TEN-YEAR LEASE.

SHE COULD HAVE MADE SOMEONE AWARE OF THAT BUT I'M TALKING ABOUT THE AGREEMENT WITH THEM. HER MOTIVE IN FOLLOWING AN AGREEMENT FOR SALE.

>> SHE THOUGHT SHE WAS DOING WHAT MS. GODWIN WANTED IN THE POINT OF REPRESENTATION WAS SHE HAD MADE A LOT OF TIME AND EFFORT.

>> YOU JUST SAID THAT SHE DID IT IN RESPONSE TO A MOS. HOW COULD SHE THINK BY REPORTING A THAT SHE WAS ACTING IN PURSUANT TO THE AGREEMENT THAT THEY HAD?

THAT THIS JUST CONTRADICTORY. THAT SEEMS TO INSULT EVERYBODY'S INTELLIGENCE HERE.

>> THE TESTIMONY IN THE MOTIVE FOR THE RECORDING BECAUSE IT WAS NOT-- OF THE LEASE.

>> DO WE HAVE ANY-- ANYTHING IN THIS RECORD THAT SHE WAS HAVING EMOTIONAL PROBLEMS OR SUBSTANCE ABUSE PROBLEMS OR ANYTHING LIKE THAT?

>> NO, YOUR HONOR.

>> COULD I ASK YOU ABOUT THE STANDARDS FOR IMPOSING LAWYER SANCTIONS?

WHAT IS YOUR POSITION ON WHAT THE APPROPRIATE STANDARDS TO BE APPLIED IN THIS CASE?

>> THE STANDARD IS UNDER 5.0. BECAUSE THIS OCCURRED OUTSIDE OF THE PRACTICE OF LAW AND THE STANDARD THAT WAS CITED BY THE REFEREE--

>> 5.0?

>> IT SEEKS REGARDING

MAINTAINING PERSONAL INTEGRITY.  
THOSE ARE THE STANDARDS THAT ARE  
APPLICABLE.

>> LET ME ASK YOU THIS.

UNDER STANDARD 5.1, THERE IS A  
PROVISION FOR DISBARMENT BEING  
APPROPRIATE UNDER 5.11.

SUBSECTION F, WHERE A LAWYER  
ENGAGES ANOTHER INTENTIONAL  
CONDUCT AND BEFORE THIS IS  
LISTED A NUMBER OF THINGS, BEING  
CONVICTED OF A FELONY, A SERIOUS  
CRIMINAL CONDUCT, SO ON AND SO  
FORTH AND THE INTENTIONAL  
KILLING OF ANOTHER.

BUT THEN IT COMES TO F, A LAWYER  
ENGAGES IN ANY OTHER CONDUCT  
INVOLVING DISHONESTY CLAUSE OR  
MISREPRESENTATION THAT SERIOUSLY  
ADVERSELY REFLECT ON THE  
LAWYER'S BUSINESS TO PRACTICE  
LAW.

WHY IS THIS CASE INVOLVING ALL  
THE CIRCUMSTANCES REFLECTED IN  
THIS RECORD AND REFLECTED IN THE  
FINDINGS OF THE REFEREE A CASE  
THAT FALLS SQUARELY WITHIN 5.11,  
SUBSECTION THAT?

>> BECAUSE IT DOES NOT SERIOUSLY  
ADVERSELY REFLECT ON THE  
LAWYER'S ABILITY TO PRACTICE.

WE HAD TESTIMONY FROM TEN  
DIFFERENT PEOPLE INCLUDING THE  
LAW PARTNER, INCLUDING CLIENTS,  
INCLUDING PEOPLE IN THE  
COMMUNITY.

>> YOU ARE TELLING ME THAT THE  
FACT THAT A LAWYER ALTERS  
DOCUMENTS THAT ARE IN HER  
POSSESSION, DOES IT SERIOUSLY  
AND ADVERSELY AFFECT, REFLECTED  
FIRSTLY ON THE LAWYER TO

PRACTICE LAW?

ISN'T THAT A SERIOUS MATTER?

>> IT IS A VERY SERIOUS MATTER  
AND ONE THAT HAS COME BEFORE THE  
COURT MANY TIMES.

IF I COULD ASK THE COURT TO LOOK  
TO THE BAKER CASE.

IN THAT CASE THERE WAS AN 91-DAY

SUSPENSION RATHER REFEREE HAD  
RECOMMENDED DISBARMENT FOR  
FORGERY ON MULTIPLE DOCUMENTS,  
NOTARY FRAUD AND USING THE  
DOCUMENTS TO PROCEED TO A  
CLOSING.

THE COURT CAME BACK AND SAID THE  
CASE IS MORE ANALOGOUS TO ROSE  
THAN KICKLITER.

KICKLITER WAS A FORGERY OF THE  
WILL AFTER RECEIVING--

>> DO YOU THINK THEIR CASE A LOT  
OF IN A WAY MIGHT BE OUT OF LINE  
WITH THE STANDARDS?

>> I DON'T BELIEVE THAT'S  
DISBARMENT FALLS UNDER THIS  
STANDARD AND I ALSO BELIEVE THE  
MITIGATING EVIDENCE IN THIS CASE  
CAN BE A DEPARTURE.

THAT IS A DOWNWARD DEPARTURE.  
EVERYONE THAT WAS THERE THAT  
TESTIFIED, CLOSE TO 33 LETTERS  
THAT WE PUT ON, PEOPLE WERE  
AWARE OF THE CONDUCT OF  
MISREPRESENTATION.

>> THIS CIRCUMSTANCE I BROUGHT  
UP EARLIER ABOUT THE REFEREE'S  
FINDING THAT THE TESTIMONY OF  
THE RESPONDENT WAS INCREDULOUS  
AS THE REFEREE SAID.

DOESN'T THAT ADD AN EXTRA LAYER  
OF TROUBLE HERE, AN EXTRA LAYER  
OF ADVERSE REFLECTION ON THE

LAWYERS COMMITMENT TO PRACTICE LAW?

WHEN THE REFEREE IS FINDING THAT THIS LAWYER HAS COME BEFORE THE REFEREE AND PRESENTED A STORY ABOUT AN UNNAMED, UNIDENTIFIED PERSONS FORGING THE SIGNATURES AND THE REFEREE HAS DETERMINED THAT THAT WAS NOT CREDIBLE, DOESN'T THAT IN ITSELF ALSO ADVERSELY REFLECT, SERIOUSLY ADVERSELY REFLECT THE LAWYER TO PRACTICE LAW?

>> I DON'T BELIEVE SO BECAUSE I BELIEVE IN THE TOTALITY OF THE RECORD, BUT THE BAR TRY TO DO ON MULTIPLE OCCASIONS WAS TO SHOW

MY CLIENT WAS MAKING MISREPRESENTATIONS TO THE REFEREE.

>> LET'S JUST TALK ABOUT LITIGATION.

TELL ME WHAT LITIGATION WOULD HELP YOUR CLIENT FROM BEING DISBARRED?

>> MY CLIENT HAS AN EXCELLENT REPUTATION IN THE COMMUNITY AS TESTIFIED TO BY HER PASTOR, BY HER LAW PARTNER, WHO WAS NOT HER HUSBAND.

HE TESTIFIED SHE GOES ABOVE AND BEYOND FOR HER CLIENTS.

WE PUT ON THE TESTIMONY CLIENTS AS TO HER SUBSTANTIAL ABILITY TO REPRESENT THEM IN SUCH A PASSIONATE WAY.

HER SERVICE TO THE COMMUNITY, WORKING WITHIN DEVELOPING A PROGRAM FOR THE DEVELOPMENTALLY DISABLED THROUGH HORSE-RIDING.

I'M NOT SURE IF THE COURT IS

FAMILIAR WITH THAT.  
SHE IS VERY INVOLVED IN OUR  
CHURCH.

SHE IS A SELFLESS, CARING  
INDIVIDUAL.

>> WHAT IS YOUR AREA OF  
SPECIALTY?

>> COMMERCIAL LITIGATION.  
SHE DOES A FAIR AMOUNT OF  
APPELLATE WORK AND SOME TRIAL  
WORK.

>> SHE HAS BEEN A LAWYER SINCE  
1986?

>> THAT IS CORRECT.

>> 24 OR 25 YEARS?

>> 24 BY MY CALCULATIONS.

>> SHE HAD TWO PARTNERS AND ONE  
IS HER HUSBAND?

DID THEY ENGAGE IN THE SAME  
SPECIALTY?

>> THEY DO NOT.

[INAUDIBLE]

>> YOU AGREE BASICALLY AND ARE  
ARGUING THIS IS AN ABERRATION  
AND THE REST OF HER LIFE HAS  
BEEN-- AND THIS IS SOMETHING OUT

OF THE ORDINARY?

>> ABSOLUTELY IT IS AN  
ABERRATION.

>> I THINK THE PROBLEM I HAVE  
IS, AND I REALIZED THAT SHE  
REALLY SAID I DID NOT MEAN TO DO  
THIS AND SHE IS GOING TO SAY SHE  
DIDN'T DO IT BUT IT LOOKS LIKE  
SHE MEANT TO DO IT, AND MAYBE  
BECAUSE SHE FELT SHE HAD PUT ALL  
THIS MONEY INTO THE PROPERTY AND  
IT WASN'T FAIR FOR THE PROPERTY  
NOT TO BE SOLD, SO I HAVE  
PROBLEMS WITH HER STILL NOT  
ADMITTING THAT SHE SERIOUSLY

COMMITTED A VIOLATION IN THIS CASE, AND ESSENTIALLY SAID I HAVE LOOKED AT THIS AND I WILL NEVER DO ANYTHING LIKE THIS AGAIN, WHETHER IN MY PERSONAL LIFE AS A LAWYER OR MY PROFESSIONAL LIFE, AND IT IS PROBABLY, YOU CAN'T MAKE PEOPLE ADMIT THEIR GUILT, BUT IT IS A CONTINUATION OF SAYING THAT SOMEHOW IT WAS NOT AN INTENTIONAL ACT THAT CAUSES ME CONCERN.

I DO SEE THE REST OF THIS BEING SUBSTANTIAL MITIGATION AND DIFFERENT FROM CASES WHERE, FOR JURY CASES.

YOU CAN'T MAKE THAT ASSURANCE TO ME, CAN YOU?

>> I CAN TELL YOU THAT SHE HAS SAID SHE WILL NEVER ENGAGE IN ANYTHING REMOTELY SIMILAR TO THIS, WHERE SHE WILL TESTIFY ANY NEGOTIATIONS, YES YOUR HONOR.

>> THE PROBLEM IS, MS. LEPP, THREE OR FOUR YEARS.

IT WASN'T JUST ONE ONGOING ISOLATED INCIDENT.

>> IT WAS AN ISOLATED INCIDENT.

>> 43 ARE FOR YEARS.

>> SHE WAS TRYING TO BUY THE PROPERTY.

>> I AM TALKING ABOUT THE FORCE DOCUMENTS.

>> THE DOCUMENT WAS OUT THERE.

SHE DID NOT PROVIDE.

SHE DID NOT REALIZE IT WAS AN ISSUE UNTIL 2003.

>> SHE DID NOT REALIZE SHE CHANGED AN AGREEMENT TO THE LEASE, AN AGREEMENT TO SELL?

>> I DON'T THINK ORIGINALLY SHE  
THOUGHT IT WAS--

>> THANK YOU VERY MUCH FOR YOUR  
ARGUMENT HERE TODAY, BOTH OF  
YOU.