

>> ALL RISE.

HEAR YE, HEAR YE, HEAR YE, THE
SUPREME COURT OF FLORIDA IS NOW
IN SESSION, ALL WHO HAVE CAUSE
TO PLEAD, DRAW NEAR, GIVE
ATTENTION AND YOU SHALL BE
HEARD.

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

>> LADIES AND GENTLEMEN, SUPREME
COURT OF FLORIDA, PLEASE BE
SEATED.

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

JUSTICE FRANCIS IS NOT ABLE TO
BE WITH US THIS WEEK, SHE WILL
BE PARTICIPATING IN THE
DISPOSITION IN THESE CASES.

OUR FIRST CASE TODAY IS CASE
NUMBER 20-1685, FLORIDA BAR
VERSUS BRIAN P. RUSH.

WHENEVER YOU ARE READY.

>> MAY IT PLEASE THE COURT.

MY NAME IS BRIAN P. RUSH, I'VE
BEEN WITH FLORIDA BAR FOR 30
YEARS AND NEVER BEEN FOUND
GUILTY OF ANY VIOLATIONS OF THE
BAR RULES.

THE HOUSE OF REPRESENTATIVES FOR
28 YEARS, I WAS NEITHER
CHARGED WITH NOR ATTACKED FOR
VIOLATIONS OF THE ETHICS
COMMISSION.

I HAVE 40 YEARS OF REPUTATION AS
AN HONORABLE LAWYER.

I CONTINUE TO DEFEND MYSELF IN
THIS CASE AND I WOULD ARGUE THIS
WAY, THERE ARE FOUR STANDARDS
THAT ARE RELEVANT.

DO YOU REVIEW THE CONTRACT, OVER
THE RULES OF THE FLORIDA BAR AND
THE FLORIDA SUPREME COURT'S
PRECEDENTS IN REGARD TO
CONTRACTS AND EMINENT DOMAIN.

THE STANDARD IS CLEAR AND
CONVINCING EVIDENCE.

OUR CONTENTION IS THERE IS NO
CLEAR AND CONVINCING EVIDENCE TO
SUPPORT THE BAR'S CHARGES.

CONTROLLING THE SUPREME COURT
PRECEDENT, FOUR CASES ARE
RELEVANT, LIN VERSUS THE CITY OF

COCOA, THE EMINENT DOMAIN CASE,
DEALT WITH A TERMINATION OF THE
EMPLOYMENT AGREEMENT, 53 OR 54
CASE.

THE SUPREME COURT HELD THE
STANDARD IS REASONABLE VALUE OF
ATTORNEY SERVICE ON TERMINATION
OF THIS CASE.

>> WHICH CASE TELLS US THE
STANDARD IS CONVINCING EVIDENCE?

>> IT IS IN THE BAR RULES, CLEAR
AND CONVINCING EVIDENCE IN THE
BAR RULES.

IT IS 3.7.7, IT IS IN THE RULES,
NOT PREPONDERANCE, NOT THE
CRIMINAL STANDARD.

THOSE PRESIDENTS, FLORIDA
SUPREME COURT CASES, 93-94,
TERMINATION CASE, THE QUESTION
IS TERMINATION OF EMPLOYMENT
CASE, THE QUESTION IS WHAT IS
THE REASONABLE VALUE?

THE EXACT WORDS USED IN THE
TERMINATION CLAUSE OF THE RUSH
CONTRACT.

TRIAL LAWYERS CAN ONLY DO THEIR
BEST TO FOLLOW PRECEDENT.

THEY LOOKED AT PRECEDENT AND
INCORPORATED THAT INTO THEIR
AGREEMENTS.

THE OTHER TWO CASES, THE COURT
SET THE STANDARD FOR AWARDED
MULTIPLIERS AND DETERMINED THE
MULTIPLIER IN A CONTINGENCY CASE
WOULD BE SOMEWHERE BETWEEN 1.5,
AND 3.0.

THE SUPREME COURT SAID THE
CONTINGENCY RISK MULTIPLIER IS
NOT AVAILABLE IN THE EMINENT
DOMAIN CASE BECAUSE OF THE WAY
THEY ARE SET UP AND UNDER THE
STATUTE, ATTORNEY'S FEES ARE SET
UP IN A VARIETY OF WAYS, BUT ONE
IS SUPPLEMENTAL ATTORNEYS FEES,
THE WAY THE STATUTE HAD SET UP,
ATTORNEYS FEES ARE NOT EXACTLY
CONTINGENT, THE SUPREME COURT
HELD BECAUSE OF THE PECULIAR
NATURE OF EMINENT DOMAIN CASES,
THEY HELD EMINENT DOMAIN CASES
WERE NOT CONTINGENT.

>> PROVIDED THESE CASES, HOWEVER
WHETHER IT IS RESPONSIBLE ARE
NOT, IS THAT A STANDARD EMINENT

DOMAIN CASE?

>> STANDARD OF LAWYERS IN
CENTRAL FLORIDA THAT IT ARISES
FROM PECULIARITIES OF
REPRESENTATION.

IT IS NOT A CONTINGENCY.

THE CONDEMNING AUTHORITY IN THE
CLIENT CANNOT ALWAYS DO WHAT
THEY DID IN WHEN, THEY CAN
TERMINATE THE LAWYER ON THE EVE
OF TRIAL, TAKE ADVANTAGE OF ALL
HIS WORK, IN THIS CASE 4 YEARS
OF WORK, 711 HOURS OF ATTORNEY
TIME, TERMINATE THE LAWYER AND
CUT A DEAL FOR THEMSELVES.

ADDITIONALLY IT BECOMES APPARENT
TO THE CLIENT AS THE CASE GOES
ON HE CAN GET A MUCH BETTER DEAL
FROM.

IF HE ILLUMINATES THE ATTORNEY'S
FEE, THE ATTORNEYS FEES IN THIS
CASE ARE CONSTITUTIONAL.

FLORIDA IS NOT JUST COMPENSATION
STATE, THE CONSTITUTION SAYS FOR
COMPENSATION, AND FILE A
SUPPLEMENTAL NOTICE OF AUTHORITY
BUT THE ATTORNEYS FEES IN THE
EMINENT DOMAIN CASE ARE PART OF
THE FIFTH AMENDMENT AND THE
CONSTITUTION SO THE SHORT ANSWER
IS THAT IS A COMMON CLAUSE,
ANOTHER COMMON CLAUSE IS THE
COOPERATION CLAUSE.

THE CLIENT CAN'T TERMINATE THE
CLIENT, TERMINATE THE CONTRACT
WITHOUT BEING RESPONSIBLE.

THAT IS A HOLDING AND WIN.

THE FLORIDA SUPREME COURT HELD
IF A CLIENT TERMINATES A LAWYER
AND SETTLES ON THE SIDE, DOESN'T
PURSUE THE ATTORNEYS FEE THE
CLIENT BECOMES LIABLE FOR THOSE
THINGS.

>> WHAT ABOUT DESIRE FOR
TERMINATION?

THE STIPULATION, DID THEY DO
THAT?

>> GENERALLY SPRING OF 2018
AFTER FOUR YEARS OF
REPRESENTATION THEY DID IT BY
REPUDIATION.

THEIR ATTORNEY SENT ME TWO
LETTERS, ONE ON MAY 18, 2018,
ONE ON MAY 21, 2018, SHOCKING TO

SEE A LAWYER PUT IN WRITING A
THREAT THAT HE WAS GOING TO FILE
A BARKING POINT UNLESS I GIVE UP
MY AGREEMENTS, AND EMINENT
DOMAIN FEE AGREEMENT AND
SUBSEQUENT HOURLY FEE AGREEMENT.

THE CLIENT SIGNED THE
AUTHORIZATION WITH THAT, TO
EXTORT ME TO SIGN A 1-PAGE ILL
LEGAL FEE AGREEMENT, BACKING IT
UP HERE I CAN'T SIGN AN ILLEGAL
FEE AGREEMENT THAT SAYS I CANNOT
TALK TO THE COURT, CANNOT TALK
TO OPPOSING COUNSEL AND CANNOT
TALK TO THE CLIENT.

>> HAVE YOU GOT ENOUGH THE OR
SERVICES RELATED?

>> I HAVEN'T PAID ANYTHING.

>> NEVER GOTTEN ANYTHING.

>> NOT A DIME.

LAST YEAR I MADE \$15,000.

SPENT IN HONEST TIME AND
RESOURCES ON THIS CASE.

THE CLIENT IN THIS CASE PATCHED
A SCHEME TO ILLUMINATE THE
ATTORNEYS FEES, THOSE EXTORTION
LETTERS THEIR LAWYERS SEND,
MAY 18TH AND THE RECORD, THEY
SAY IT VIOLATES RULE 4-ONE
HUNDRED 45 AND THEN CITE THE
CASE THAT IS AN ATTORNEYS
TERMINATION CAUSE AND PERSONAL
INJURY CASE THAT CONTAINS
LIQUIDATED DAMAGES IN THE
PENALTY.

MY FEE AGREEMENT DOESN'T CONTAIN
ANY PENALTY.

IT DOESN'T CONTAIN ANY
LIQUIDATED DAMAGES.

IT JUST SAYS THE STANDARD
REASONABLE ATTORNEYS WHICH IS
EXACTLY WHAT THE SUPREME COURT'S
PHRASE WAS IN WIN AND ROSENBERG.
HOUSE THAT A PENALTY PROVISION?
THE REASONABLE VALUE OF SERVICES
COULD BE A BIG FAT 0.

OUR CONTRACTS WITH THIS CLIENT,
AND THE HOURLY FEE AGREEMENT
THEY ENTERED INTO.

THOSE ARE THE NINTH AND 10TH FEE
AGREEMENT SIGNED FOR MR.
TAYLOR.

EVERY SINGLE ONE CONTRARY TO
WHAT THE REFEREE FOUND THERE

WASN'T A NEW PROVISION REGARDING INTERPRETATION OF AMBIGUITIES, BUT THOSE PREVIOUS, YOU HAVE SOPHISTICATED CLIENTS, DEVELOPER CLIENTS.

I REPRESENTED MR.

TAYLOR FOR 4 OR 5 YEARS, A TOTAL OF 10 FEE AGREEMENTS WITH ME, EACH ONE SAID AMBIGUITIES WOULD BE CONSTRUED BETWEEN PARTIES. EVERY ONE OF THEM, THE REFEREE SAID IT WAS NEW, NOT CORRECT, THE SECOND HOURLY FEE AGREEMENT DIDN'T APPLY, FOR EACH ADDITIONAL HOUR OF WORK THE ATTORNEY WOULD PAY THE PRINCELY'S, \$395 AN HOUR, WELL BELOW THE HOURLY RATES, NOT AN UNREASONABLE FEE.

CONSTITUTIONAL PROVISIONS ARE RELEVANT.

THE FIRST AMENDMENT IS ACTIVATED BY COMMERCIAL 3 SPEECH.

THERE'S AN ALLEGATION, THREATENED WITH A LAWSUIT, IF SHE INTERFERED WITH THE CONTRACT I DID DO THAT, TOLD HER I WOULD FILE A LAWSUIT IF SHE INTERFERED AND VIOLATED FLORIDA LAW, THE COURT ORDER, I DID WARN HER OF THAT.

ONE OF THE ELEMENTS OF INTERFERENCE, BEFORE GOING FURTHER I WOULD LIKE TO LEAVE 4 MINUTES OF MY TIME FOR REBUTTAL.

AFTER HEARING WHERE SHE DISPARAGED THE EXPERT WITNESS WHO WAS NOT PRESENT, UNSOLICITED DISPARAGEMENT OF HIS FEES, UNDER THE RULES, I AM SUPPOSED TO ENCOURAGE HER NOT TO DO THAT.

IT'S NOT FAIR TO SOMEONE WHO IS NOT REPRESENTED AND IS ATTACKED ON HIS FEES WHICH WERE IMPORTANT, THEY DEPEND ON GETTING PAID MORE THAN LAWYERS.

SHE THEN ASSERTED I HAD THREATENED TO FILE, IN THIS CASE IT IS HER WORD AGAINST MINE.

SHE HAS POINTED, SHE GOT A WITNESS WITH HER WHO PREPARED THE ORIGINAL MEMO.

SHE PRODUCED AND ALTERED, FABRICATED DOCUMENT FOR FOUR

YEARS, SHOPPED DURING
ARBITRATION, SENT IT TO US BY
EMAIL, ON THE SEVENTH DAY OF THE
BAR TRIAL, MR.
HARVEY COMES INTO COURT AND HAS
HIS ORIGINAL MEMO, NOWHERE DOES
IT MENTION FLORIDA BAR
COMPLAINT.
REPORT THAT TO SANCHEZ'S MEMO,
STUCK IN THE WORDS FLORIDA BAR
COMPLAINT.
THAT IS FABRICATION OF EVIDENCE.
WE FILED, GOT THIS NOTICE ON THE
SEVENTH DAY OF THE BAR TRIAL, WE
WERE TOLD WHAT THIS MEMO IS.
THE PROCESS AT THIS POINT, ASKED
THE COURT TO SCHEDULE A CAUSE
HERE, ONE LAWYER STOOD UP AT THE
FLORIDA BAR COUNSEL, DID NOT
WANT TO HAVE A HEARING HOW IT
WAS, SANCHEZ WAS SHOPPING THESE
TWO, IN THE FLORIDA BAR CASE
SAYING HE PRODUCE ALL DRAFTS.
METADATA SHOWING THAT MEMO HAD
BEEN MODIFIED 5 TIMES IN THE
WARM UP PERIOD AS LATE AS
AUGUST 16, 2018.
IT WAS DATED JULY 19TH, 2018.
YOU HAVE ABSOLUTE EVIDENCE OF
FRAUD BY THE F.
THEY DID NOT PRODUCE THIS
DOCUMENT UNTIL THE SEVENTH DAY
OF THE TRIAL.
THE REFEREE DIDN'T CARE.
HE SAID NO PROBLEM.
NO PROBLEM, YOU ARE NOT
PREJUDICED AND NOT GOING TO DO
THIS AND GET INTO IT.
MAKE IT SIMPLE PERHAPS.
THE EMINENT DOMAIN FEE AGREEMENT
IS CLEAR AND UNAMBIGUOUS.
I NEVER ANSWERED YOUR QUESTION.
THE FIRST LINE IS AS SET FORTH
IN THIS AGREEMENT, THAT MEANS
YOU HAVE TO READ THE AGREEMENT,
WHAT THE CLIENT SAID, WE ONLY
HAVE TO READ THE FIRST
PARAGRAPH, IF YOU LOOK AT
SUBSEQUENT PARAGRAPHS, WE WARNED
ABOUT THE PROPOSAL FOR
SETTLEMENT, THE STATUTE, IN
THOSE CASES THE CLIENT CAN BE
LIABLE FOR FEES TO THE F DOT,
AND IF YOU DON'T ACCEPT THE

OFFER OF JUDGMENT AND GET A TRIAL YOU HAVE TO PAY OUR FEES. THERE'S NOTHING WRONG WITH THAT PROVISION AND NOTHING WRONG WITH TELLING A CLIENT WHAT THE RISKS ARE, WHAT THE DANGERS ARE. EMINENT DOMAIN PRACTICES EXTREMELY COMPLICATED, THE REFEREE IN THIS CASE SAID IF THEY HAD READ THE CONTRACT, THEY DIDN'T READ THE CONTRACT, THEY WOULDN'T HAVE UNDERSTOOD IT. THAT'S NOT THE STANDARD. IT IS AN OBJECTIVE STANDARD. THE EMINENT DOMAIN CONTRACT, THE 2014 CONTRACT, CAN YOU UNDERSTAND IT? IT IS OBJECTIVE STANDARD.

>> COULD I GET YOU TO ADDRESS AN ASSERTION BY THE OTHER SIDE THAT EMINENT DOMAIN CASE, THE CLIENT WANTED TO ACHIEVE A SETTLEMENT VERY QUICKLY BUT INSTEAD FOUND UNAUTHORIZED CLEANING CONTRARY TO THAT AND IN THEIR OWN INTEREST, CAN YOU ADDRESS THAT? >> THE CLIENT WANTED SETTLEMENT PROMPTLY.

IF YOU LOOK AT THE APRIL 12TH MEETING AGENDA AUTHORED BY JACK SUAREZ HE WANTED A SETTLEMENT WITHIN 13 DAYS THAT EXTENDED TO EARLY MAY. THE CONTRACT KEPT GETTING EXTENSIONS. HE WANTED A QUICK SETTLEMENT BUT IF YOU GO BACK TO THE AGENDA, WHAT WAS HOLDING UP THE SALE AND CLOSING WERE ENGINEERING CHANGES.

THEY WANTED THE EXCEL EXISTING 7 ACRE POND PLUS EASEMENT, DRAINAGE STRUCTURES, DITCHES, PIPES AND ALL SORTS OF THINGS THAT WERE PART OF THE ORDER TAKEN. AS PART OF THE SETTLEMENT THEY WANTED THEIR LAWYER TO CONVINCED DOT TO DO THE POND AND EASEMENTS, 300 FEET EAST WORD TO CREATE 14 WATERFRONT PROJECTS. THEY WANTED A QUICK SETTLEMENT BUT THEY HAD ALWAYS WANTED TO MOVE THE POND SO THEY WOULD HAVE

A WIDER OPENING, MORE ATTRACTIVE
OPENING, 14 WATERFRONT LOTS.
THAT WAS THE MARCHING SIGN.
THEY LEAVE THAT OUT BUT THE
CLIENT SAYS WE WANTED A
SETTLEMENT AGREEMENT.
MISTER RUSH WOULDN'T GET THE
SETTLEMENT AGREEMENT, IN MY
PRACTICE WHEN YOU'RE DEALING
WITH DIFFICULT OPPOSING PARTIES
LIKE F DOT CAN BE AND LARGE
CORPORATIONS CAN BE YOU HAVE TO
DEMONSTRATE LEVERAGE SO THEY CAN
COME TO A SETTLEMENT.
THE CLIENT DIRECTED US TO PURSUE
AN AGGRESSIVE SETTLEMENT
POSTURE, SET THE CASE FOR TRIAL
AND PUT PRESSURE ON, THEY SET
THE CASE FOR TRIAL SO THEY CAN
HOLD IT OVER THEIR HEAD.
THERE IS A E-MAIL THE SAME DATE
BY MR.
TAYLOR, IF THEY DON'T MOVE
ANYTHING, THAT IS WHAT WE DID.
AND NOTIFY THEM OF THE DANGERS
THEY WERE FACING.
>> YOUR MOTIONS WERE CONSISTENT
WITH YOUR CLIENT INSTRUCTIONS.
>> IT WAS AUTHORIZED OF THE FEE
AGREEMENT.
THERE'S AN UNBROKEN DEMAND.
IN 2018, ALMOST TWO YEARS, THOSE
MOTIONS WERE DIRECTED TOWARDS
THE IDEA THERE WOULD BE ENORMOUS
SEVERANCE DAMAGES.
IT IS \$5.6 MILLION, PUTTING IN
THE STATUTORY REQUIRED DOCUMENT
IN THE RECORD.
F DOT, THEY RECOGNIZED THE
DAMAGE OF \$5.6 MILLION.
IN ADDITION, WE HAD LAND TAKEN
OF 9 ACRES, IS A 400 ACRE
DEVELOP AN, 1200 UNITS AND THEY
HAVE TAKEN ALL OF THE UPLAND'S
SURROUNDED BY WETLANDS, THEY'VE
TAKEN ALL THE UPLAND'S SO THEY
CAN BUILD A RETENTION POND THAT
WON'T HOLD WATER.
YOU HAVE TO GO TO A BALLOONS AND
TAKE IT THERE.
WHEN THEY DID THAT THEY TOOK OUR
ACCESS.
IT DIDN'T DESTROY AT ALL, THEY
REDUCED IT FROM 110 FEET TO 30

FEET FROM OUR PLANS.

>> YOU ARE DOWN TO UNDER 3
MINUTES.

>> THANK YOU.

>> HELLO, MISTER CHIEF JUSTICE.
MAY IT PLEASE THE COURT.

MY NAME IS TIFFANY RODDENBERRY
AND I REPRESENT THE FLORIDA BAR.
NO QUESTION AN ATTORNEY HAS A
RIGHT TO SEEK FURTHER WORK,
MISTER RUSH'S PURSUIT OF HIS
FEES CROSSED THE LINE IN MOST
RESPECTS.

MISTER RUSH ENGAGED IN A COURSE
OF CONDUCT DESIGNED TO MAXIMIZE,
PURSUED PAYMENT OF THOSE FEES
WITHOUT CONCERN FOR THE
OBJECTIVES OF HIS CLIENT.

THE REFEREE'S RECOMMENDATIONS OF
GUILT ARE SUPPORTED BY
SUBSTANTIAL EVIDENCE AND BECAUSE
THE REFEREE'S RECOMMENDATION IS
SUPPORTED BY SANCTIONS STANDARDS
AND THE COURT'S CASE LAW.

THE FLORIDA BAR ASKS THE COURT
TO IMPOSE THE RECOMMENDED
SANCTION OF 3 YEAR SUSPENSION.

>> COULD I HAVE YOU SUMMARIZE
WHAT EVIDENCE SUPPORTED THE
REFEREE'S FINDING?

THAT MR.

RUSH TOOK ACTIONS AGAINST DIRECT
INSTRUCTIONS OF HIS CLIENT?

IT SEEMS TO ME IF THERE IS
COMPETENT AND SUBSTANTIAL
EVIDENCE THAT IN FACT THAT WAS
THE CASE, THAT'S AN IMPORTANT
CONSIDERATION FOR THIS COURT?

>> THERE ARE A NUMBER OF
ACTIONS.

BEGINNING IN THE SPRING OF 2018
THE CLIENT'S OBJECTIVES CHANGED
WHERE THEY WANTED TO GET TO A
QUICK SETTLEMENT SO AT THAT
POINT MAY BEGIN TAKING ACTIONS
INCLUDING DIRECTING MR.

RUSH TO SETTLE AS OPPOSED TO
PURSUING CERTAIN NONMONETARY
BENEFITS.

WHEN THEY BROUGHT IN COCOUNSEL,
MR. PETTIT,
THERE WERE GROWING

CONCERNS THAT MISTER RUSH
APPEARED PREOCCUPIED WITH

CERTAIN ATTORNEYS FEES SO
DIRECTED HIM TO WITHDRAW CERTAIN
MOTIONS THAT WERE NOT IN LINE
WITH WHAT THE CLIENT WANTED.

MR.

RUSH WITHDREW THE MOTIONS BUT
NOT LONG AFTER RENEWED MOTIONS.
AND WITHOUT KNOWLEDGE OR
CONSENT, AND MADE FOURTH 2018,
THAT SETTLEMENT OFFER, THEY WERE
WILLING TO WAIT SUBSTANTIAL
MONETARY BENEFIT, WHICH WOULD
PRODUCE MANN NONMONETARY BENEFIT
ON WHAT SHE WOULD EARN FEES.

IN LATE JUNE OF 2018 WHEN MISTER
PETTIT ON BEHALF OF THE CLIENT'S
DIRECTED MISTER RUSH TO SEND A
CERTAIN SETTLEMENT OFFER TO F
DOT MR.

RUSH TOOK IT UPON HIMSELF TO
CHANGE THE SETTLEMENT OFFER, TO
PRESERVE HIS RIGHT TO CERTAIN
ATTORNEYS FEES.

YOU MENTIONED EARLIER THE
APPLICABLE STANDARD TO CLARIFY
MR.

RUSH CONTINUES TO WORK FOR THE
STANDARD OF REVIEW.

WITH THE REPORT OF REFEREE.
THERE'S NO EVIDENCE AND RECORDS
FOR REFEREE FINDINGS BUT THE
RECORD CLEARLY CONTRADICTS THAT
HE CANNOT DO THAT.

FIRST THE REFEREE APPROPRIATELY
FOUND MR.

RUSH VIOLATED RULE 4.1.5.

THIS IS CLEAR IN CASE LIKE
FLORIDA BAR VERSUS JOE THAT A
FEE AGREEMENT, THE PENALTY
PROVISION, THE AFFECT
INTIMIDATOR CLIENT INTO
TERMINATING THEIR ATTORNEY'S
REPRESENTATION INTO PENALIZING
THAT.

THEY CONFUSINGLY SAID CONDEMNING
AUTHORITY FOR HIS FEES,
TERMINATION PROVISION THAT SAID
SHOULD NORTHPARK TERMINATE THEY
WERE RESPONSIBLE FOR REASONABLE
VALUE OF SERVICES.

THAT AMBIGUITY TO INTIMIDATE HIS
CLIENTS INTO NOT TERMINATING
THEIR PRESENTATION AGREEMENT AND
APRIL 12, 2018, MEETING WITH

NORTH PARK, THEY INDICATED THAT,
FOR ATTORNEYS FEES BASED ON
ATTORNEY BENEFITS.

AND THAT ESTIMATED \$300,000 FOR
1 MILLION FEES.

IT BEARS LITTLE RELATION TO THE
VALUE AND APPEARS THAT ESTIMATE
WAS BASED ON ACHIEVING
NONMONETARY BENEFITS.

NOTABLY WHEN THE PARTIES DID
SETTLE THE EMINENT DOMAIN CASE
THE RECORD SHOWS IN TESTIMONY
MR.

PETTIT AND MISTER RUSH HIMSELF
OF THE RESULTING ATTORNEY'S FEE
BASED ON BENEFITS ACHIEVED WAS
\$110,000.

I CAN'T SPEAK TO WHETHER MISTER
RUSH WAS PAID BUT THE STIPULATED
FINAL JUDGMENT RESULTING FROM
THE ATTORNEY FEE LITIGATIONS IN
THE RECORD INDICATES NORTH PARK
ULTIMATELY AGREED TO ATTORNEYS
FEE OF \$115,000.

AS NORTH PARK'S MANAGING MEMBER
JACK SUAREZ TESTIFIED HE WAS
INTIMIDATED BY MR.

RUSH'S INTERPRETATION OF THE
AGREEMENT, HE WAS CONCERNED IF
NORTH PARK DID NOT SETTLE THE WAY
MR.

RUSH WANTED TO, \$1 MILLION IN
LEGAL FEES INCLUDING WHEN MR.
SUAREZ INDICATED THE SAME AT THE
MAY 24, 2018, HEARING WHERE HE
SAID BEFORE THE JUDGE THAT HE
WAS CONCERNED, WHAT TO DO ABOUT
MISTER RUSH'S REPRESENTATION
BECAUSE OF THE LIABILITY.

>> BACK TO WHERE HE MADE THE
THREAT TO SUE FOR ATTORNEYS FEES
BASED UPON CERTAIN VALUATIONS
WITH NONMONETARY FORCE OF
ACTION.

AS A MATTER OF SUBSTANTIVE LAW
IF THE CLIENT HAS TWO POSSIBLE
COURSES OF AVENUE TO PURSUE
SETTLEMENT WITH DOT, EMINENT
DOMAIN MAKE A CLAIM FOR HIGHER
VALUATION EVEN IF A CLIENT
CHOOSES TO GO AN ALTERNATIVE
PATH?

>> THAT WOULD BE THE DECISION OF
THE CLIENT, AS TO WHETHER TO

PURSUE ADDITIONAL BENEFITS.

>> LAWYERS ESSENTIALLY STUCK WITH WHATEVER CHOICE THEY MAKE SO FAR AS THEIR COURSE OF ACTION.

>> UNDER EMINENT DOMAIN STATUTE, IN GENERAL CASES HIS FEE WOULD BE BASED ON BENEFITS, THE CLIENT DOES HAVE THE ABILITY TO DECIDE WHAT BENEFITS TO PURSUE.

>> NOT THE BENEFITS THAT POSSIBLY COULD BENEFIT.

>> CORRECT.

>> MISTER RUSH TRIES TO CONFUSE THINGS BY POINTING TO HIS 2018 HOURLY FEE AGREEMENT BUT THE RECORD IS CLEAR THAT AGREEMENT WAS LIMITED TO PREPARATION AND MEMORANDUM OF UNDERSTANDING. DID NOT SUPPLANT THE AGREEMENT UNDER WHICH HE WAS ASSERTING THE RIGHT TO ATTORNEYS FEES IN THE DOMAIN CASE.

THE RECORD SUPPORTS THE FINDING MR.

RUSH VIOLATED RULE 3.14 BY THREATENING HIS OPPOSING COUNSEL FOR THE BAR COMPLAINT.

THE REFEREE FOUND MISS SANCHEZ TESTIFIED AFTER THE JULY 18TH, 2018, HEARING, HE TOLD HER HE WOULD SUE FOR TORTUROUS INTERFERENCE WHICH MISTER RUSH ADMITS AND THE REFEREE, THE TITLE TO CREDITOR TESTIMONY, HE THREATENED A BAR COMPLAINT AND TIED THE THREAT TO HIS ONGOING PURSUIT OF ATTORNEY'S FEES PREMISED ON THE RECOVERY OF BENEFITS.

MISS SANCHEZ'S TESTIMONY WAS ENOUGH TO SUSTAIN THE REFEREE'S FINDING AT MISTER RUSH DOES NOT POINT TO CONTRADICTIONARY EVIDENCE THAT WOULD UNDERMINE THE CREDIBLY DETERMINATION.

MR.

RUSH CLAIMS HIS SPEECH WAS PROTECTED BUT THE SUPREME COURT SAID THEY ARE NOT PROTECTED BY THE FIRST AMENDMENT.

IT IS THE HARVEY MEMORANDUM WHICH HE SAYS EVIDENCE OF FRAUD, TO BE CLEAR THERE IS NO EVIDENCE

MISS SANCHEZ FALSIFIED ANYTHING.
WHAT HAPPENED AT THE HEARING WAS
MISTER HARVEY APPEARS TO HAVE
BOUGHT A DIFFERENT VERSION TO
THE FINAL HEARING BUT MR.
RUSH AND HIS COUNSEL HAD
OPPORTUNITY TO PURSUE ADDITIONAL
ACTION INCLUDING RECALLING HIM
TO TALK ABOUT AND ISSUING TWO
SUBPOENAS TO INVESTIGATE THE
ISSUE BUT THE FINAL DATE OF THE
HEARING, HIS COUNSEL SAID WE
WERE GOING TO RELY ON THE FACT
BOTH OF THE MEMORANDUMS WERE
ADMITTED INTO THE RECORD AS WELL
AS THE FACT, THE REFEREE A
PROPERLY FOUND MR.

RUSH'S RELENTLESS PURSUIT OF HIS
FEES IN CONTRAVENTION OF THE
CLIENT'S OBJECTIVES VIOLATED THE
OTHER RULES CHARGED IN THE
COMPLAINT.

AS WE DISCUSSED EARLIER HE FILED
MOTIONS HE WAS DIRECTED TO
WITHDRAW AND REPETITIVELY FILED
MOTIONS ASSERTING HIS RIGHT TO
THIS WHEN HE WAS NOT ENTITLED TO
THOSE FEES AS OF YET.

HE MADE A SETTLEMENT OFFER, THE
SETTLEMENT OFFER WAS NOT
REVEALED UNTIL LATER LITIGATION
IN THE SETTLEMENT OFFER DEVIATED
FROM THE EXPRESS LANGUAGE HE WAS
DIRECTED TO USE.

THE SETTLEMENT OFFER, THE
SETTLEMENT OFFER IS A SIMPLE
DOCUMENT AND CONTEMPLATED THE
DRAFTING OF THE JUDGMENT THAT
WOULD LIKELY HAVE INCORPORATED
ANY LANGUAGE NEEDED TO PRESERVE
HIS RIGHT TO FEES.

JUST BRIEFLY, I WANT -- I WANT
TO SPEAK TO THE SANCTION MISTER
RUSH DID NOT SPEAK TO.

THE RECOMMENDED SUSPENSION OF 3
YEARS IS SUPPORTED BY STANDARDS,
REASONABLE BASIS IN EXISTING
CASE LAW.

THIS IS IMPORTANT WITH THIS
SUSPENSION INCLUDING FLORIDA BAR
VERSUS SCOTT AND FLORIDA BAR
VERSUS PETERSON.

THE RESPONDENT WAS FOUND GUILTY
OF RULE VIOLATIONS INCLUDING

MUCH LIKE MR.

RUSH, 4.84D.

THE COURT SAID EACH INDIVIDUAL VIOLATION, MIGHT HAVE JUSTIFIED LESSER SUSPENSION, THE CUMULATIVE NATURE OF MISCONDUCT REQUIRED LENGTHY SUSPENSION WHICH WAS A 3 YEAR SUSPENSION.

>> THE CLIENT IN THIS CASE, HARMS THE CLIENT IN THOSE THREE.

>> IT INCLUDED THE FACT THEY WERE DELAYED IN RESOLVING THE EMINENT DOMAIN LITIGATION.

IT WAS MORE THE HARM TO THE ACTUAL CLIENT IN THAT CASE, IT INVOLVED AN ATTORNEY, IT WAS ACTUALLY HARM TO THE OPPOSING PARTY PURSUING THE RIGHT TO ATTORNEYS FEES.

THE RESPONDENT WROTE TO THE ASSISTANT US ATTORNEY AND TRIED TO GET THE OPPOSING PARTY CRIMINALLY CHARGED.

REGARDLESS, THE HARM WAS THERE CASE WAS DELAYED, THEY HAD TO INCUR COSTS THROUGH COCOUNSEL FOR ADDITIONAL COUNSEL MISTER PETTIT WHO THEY HAD TO BRING INTO BRING THIS TO A LANDING.

>> CAN I ASK ABOUT SANCTIONS? I KNOW OUR CASE TALKS ABOUT THAT CONCEPT A LOT.

I UNDERSTAND THE IDEA OF MISCONDUCT WITH DIFFERENT VICTIMS WITH PAST CASE OR SOMETHING LIKE THAT BUT IT ALSO GETS SUPPLIED IN CASES WHERE YOU HAVE THIS HODGEPODGE THAT IS OVERLAPPING.

IT SEEMS LIKE A LOT OF DISCRETION IN TERMS OF WHAT YOU COULD CHARGE, THE SAME CONDUCT VIOLATED SEVERAL DIFFERENT RULES AND THAT DISK -- IS DESCRIBED TO JUSTIFY THAT.

I'M CURIOUS HOW YOU THINK THE BOARD SHOULD THINK ABOUT THE CONCEPT OF THE ISSUE IN TERMS OF WHAT IS APPROPRIATE?

SHOULD WE BE ASKING ABOUT DISTINCT CONDUCT OR COUNTING UP THE RULES VIOLATED, HOW SHOULD WE BE THINKING ABOUT IT?

>> DEPENDS ON THE CASE.

THERE WERE -- IT WAS ONE PURSUIT OF ATTORNEYS FEES BUT IT CULMINATED IN VARIOUS ACTIONS TO HARM THE CLIENTS INCLUDING THEIR NEED TO FILE ADDITIONAL COUNSEL TO GET THE CASE SETTLED AND THEY HAD TO DEAL WITH NUMEROUS VIOLENCE INCLUDING WHAT TIED UP THEIR PROPERTY AND A SEPARATE CONDUCT OF MR.

RUSH THREATENING OPPOSING COUNSEL WITH BAR SANCTIONS. THERE WERE VARIOUS ACTIONS AT EVERY TURN, HE MADE THINGS WORSE RATHER THAN BETTER.

THOSE FACTORS CAN BE CONSIDERED IN DECIDING WHETHER OR NOT HE WAS WORTHY OF THE 3 YEAR SUSPENSION.

>> YOU MENTIONED PART OF THE HARM, THAT MR.

RUSH CAUSED HIS CLIENT TO HIRE A LAWYER AND BRING THIS TO A LANDING.

THAT EMINENT DOMAIN CASE ULTIMATELY RESOLVED BY A NEW LAWYER?

>> YES IT WAS.

IT WAS RESOLVED IN LATE 2018.

>> WERE CLIENTS ABLE TO SELL THE PROPERTY THEY WERE INTERESTED IN SELLING?

>> TO MY KNOWLEDGE THEY WERE ABLE TO.

>> FROM A MONETARY STANDPOINT, THERE WAS NO HARM TO THE CLIENT?

>> OTHER THAN HAVING TO PAY ADDITIONAL COUNSEL.

>> AS FAR AS ADIL IS CONCERNED THERE WAS NO HARM TO THE CLIENT.

>> I THINK THAT'S TRUE.

>> THEY HAVE TO HIRE ANOTHER LAWYER TO COME IN FOR HER FEES, TO BRING IN THE GRISWOLD CASE.

>> THEY DID HAVE TO FACE A SEPARATE LAWSUIT BY MISTER RUSH WHICH RAISED THE NUMBER OF CLAIMS GOING THROUGH THE ARBITRATION, IN ADDITION TO FEES THEY HAD TO INCUR WHAT WAS PLACED ON THE PROPERTY.

>> WAS THERE A LIEN FOR HIS ATTORNEYS FEES IN THE CASE?

>> I BELIEVE HE DID.

PUT CERTAINLY CONTENDING HE
COULD NOT FILE ATTORNEYS FEES
BUT HE IS THE POSITION THAT THIS
WAS TIED UP FOR THE BROADER
NORTHPORT PROPERTY, SEPARATE
LAWSUIT FOR FEES UNDER THE LAW.
CONSISTENT WITH THE REFEREE'S
FINDINGS INCLUDING AGGRAVATE
HER'S WHICH MISTER RUSH DOES NOT
CONTEST, MR.

RUSH INSISTED ON PORTRAYING
HIMSELF, TO DEFRAUD HIM OF FEES
BASED ON THE THEORY HIS CLIENTS
DID NOT WANT TO PURSUE AND
ULTIMATELY NEVER ACHIEVED ON
BEHALF OF HIS CLIENTS.

THIS COURT'S CASE LAW, INCLUDING
SCOTT AND PETERSON SUPPORT
IMPOSITION OF A 3 YEAR
SUSPENSION BASED ON MR.

RUSH'S PATTERN OF
SELF-INTERESTED AND
UNPROFESSIONAL CONDUCT.

FOR ALL THOSE REASONS WE ASK THE
COURT TO IMPOSE RECOMMENDED
SANCTION.

FURTHER QUESTIONS?

THANK YOU.

>> I WILL TRY TO BE RE-BRIEF,
THAT IS A BUNCH OF BALONEY.
THE CLIENT NEVER CHANGED THEIR
GOAL OF MOVING THAT POND AS LATE
AS OCTOBER 15, 2018, 6 WEEKS
BEFORE THEY SETTLED THE CASE,
THEY WERE ASKING, DEMANDING F
DOT MOVE THE POND.

THE NONMONETARY BENEFITS, THERE
SEEMS CONFUSION ABOUT THAT BUT
NONMONETARY BENEFIT IS THE
FLIPSIDE OF SEVERANCE DAMAGES.

THE APPRAISER SAID SEVERANCE
DAMAGES FOR BLOCKING ACCESS
WOULD CAUSE \$5.6 MILLION IN
SEVERANCE DAMAGES.

IF YOU DO AWAY WITH THIS BY
MOVING THE POND, YOU WILL CREATE
NONMONETARY BENEFITS AND
DOMINATE THE SEVERANCE DAMAGES.

THE SEVERANCE DAMAGES, 5.
\$6 MILLION, ALL PART OF EMINENT
DOMAIN LAW.

WHEN YOU PUT A POND IN THE
MIDDLE OF THE ACCESS ROAD WAVES,
1200 UNIT DEVELOPMENT, YOU

AFFECT THE VALUE OF THE PROPERTY
DRAMATICALLY, YOU AFFECT ACCESS.
I DIDN'T SEEK NONMONETARY
BENEFITS.

I SOUGHT TO ILLUMINATE THE
SEVERANCE DAMAGE, AND ATTORNEY'S
FEE THAT WAS ONE THIRD OR LESS,
A LOT LESS.

>> WERE YOU AUTHORIZED BY THE
CLIENT TO MAKE THE SETTLEMENT ON
MAY 14TH?

>> YES.

IF YOU LOOK.

>> IF YOU WERE, WHAT IS YOUR
ARGUMENT THAT THERE WAS NO
COMPETENT SUBSTANTIAL EVIDENCE
FOR THE REFEREE TO DISAGREE WITH
YOU AS THE REFEREE DID?

>> BECAUSE THE FIRST, THE
NORTHPARK CLIENT FOR 43 OF THE
44 MONTHS I REPRESENTED THEM
BEFORE I WAS REPUDIATED WAS TODD
TAYLOR, NOT JACK SUAREZ.

MOST OF THIS IS BASED ON JACK
SUAREZ'S I DIDN'T KNOW WHAT WAS
GOING ON, ISN'T IT TERRIBLE WHAT
MR.

RUSH DID?

I WORKED FOR JACK SUAREZ
APRIL 18TH TO MAY 18TH, THE
TERMINATION LETTER, WAS ILLEGAL
AND IF I DIDN'T WITHDRAW THEM, I
WOULD GET THE BAR AGREEMENTS.

THE EVIDENCE IS THE MAY 4TH
LETTER IS SUBSTANTIVELY
IDENTICAL TO LETTER SENT ON
APRIL 2ND, APRIL 3RD AND
SUBSEQUENTLY THE SAME LETTERS
THEY SENT AT TRIAL, MR.

PETTIT AND MY OTHER FRIENDLY
LAWYER ON THE OTHER SIDE
TESTIFIED JACK SUAREZ TOLD US HE
DID NOT WANT, WAS NOT INTERESTED
AND WAS READY, DIDN'T CARE ABOUT
ANY MONETARY COMPENSATION.

THAT IS FUNDAMENTALLY AN
ADMISSION BY THE LAWYER THAT WE
WERE TOLD MR.

SUAREZ WHICH WE CONFIRMED IN A
MAY 7TH LETTER AFTER THE MAY 4TH
LETTER BUT THE TESTIMONY AT
TRIAL WAS THE CLIENT NO LONGER
WANTED COMPENSATION.

THAT COMPENSATION PEGGED BY

MISTER TAYLOR, MANAGING AGENT
FOR 3 AND A HALF YEARS,
\$2.84 MILLION, SENT US AN
OFFERING AND APPRAISAL, NOT
APPRAISAL BUT OFFERING ON A
SEPARATE PIECE OF PROPERTY.
MR.

SUAREZ WAS WILLING TO TRADE ALL
THE COMPENSATION FOR 9 ACRES
TAKEN, LAND TAKEN AND SEVERANCE
DAMAGES, THOSE ARE THE BIG
NUMBERS.

MR.
SUAREZ WAS WILLING TO GIVE UP
THE CLAIM FOR COMPENSATION FOR
THE PROPERTY TAKEN IN ORDER TO
GET WHAT ARE CALLED THE
NONMONETARY BENEFITS WHICH I
DIDN'T COME UP WITH NONMONETARY
BENEFITS.

>> YOU HAVE 30 SECONDS TO WRAP
UP.

>> I WILL TALK ABOUT ONE ISSUE.
SANCHEZ'S TESTIMONY BY HERSELF
THAT SHE HEARD ME THREATENED HER
WITH A BAR COMPLAINT IS NOT
CLEAR AND CONVINCING EVIDENCE.
IF THAT IS THE CASE, ANY LAWYER
IN THE STATE CAN BE ACCUSED OF
ONE OTHER LAWYER OF DOING
SOMETHING THEY HEARD, THAT IS
SUFFICIENT TO.

IN THIS CASE, THERE IS NO
QUESTION, THE ORIGINAL JAVY MEMO
DOES NOT MENTION THE WORDS
FLORIDA BAR COMPLAINT AND
SANCHEZ SHOPPED A MODIFIED
MEMORANDUM THAT SPECIFICALLY
ADDED THE WORDS FLORIDA BAR
COMPLAINT.

>> WHAT HAPPENED IN TWO
LAWSUITS?

>> THE COURT, WE WERE DIRECTED
TO GO INTO ARBITRATION, THE
ARBITRATOR SPLIT THE FEE
80-TWENTY.

FOUR YEARS OF WORK ON THE
APPRAISALS, GOT 20%, THE LAWYER
WHO, QUOTE, LANDED IN ITS KEPT
ACTING ABOUT THE SAME THINGS WE
DID, REPRESENTED THE CLIENT FOR
5 MONTHS.

>> WHAT DID YOU GET?

>> I WAS AWARDED 20% BUT HAD TO

GIVE THAT UP TO GET RID OF THE
CASE.

>> I HAVE NEVER BEEN PAID
ANYTHING IN THIS CASE.

>> THANK YOU.