

>> ALL RISE.

WE 20 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 THE 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.  
WE WILL TAKE UP CASE NUMBER  
2111, FLORIDA BAR VERSUS STEPHEN  
MATTHEW BANDER.

>> MAY IT PLEASE THE COURT.  
I AM D. CULVER SMITH AND I  
REPRESENT STEPHEN MATTHEW  
BANDER.

STEPHEN MATTHEW BANDER IS A 24  
YEAR MEMBER OF THE FLORIDA BAR,  
THIS CASE CRIES FOR PERSPECTIVE.  
IN 2015-16, STEPHEN MATTHEW  
BANDER TO REPRESENTED NATIONALS  
REPRESENTING LEGAL STATUS IN THE  
UNITED STATES THROUGH OUR  
IMMIGRATION PROGRAM WHICH  
PROVIDES A PATH TO RESIDENCY  
THROUGH INVESTMENT AND APPROVED  
PROJECT THAT PROVIDE JOBS FOR  
WORKERS.

HIS 3 CLIENTS INVESTED IN ONE OF  
THOSE PROJECTS, SKY RISE MIAMI,  
WHICH HAS AN INCENTIVE OF  
INVESTORS, PROMISED TO PAY THEIR  
IMMIGRATION LAWYERS FEES.  
THE CRUX OF THE CASE IS THIS.  
STEPHEN MATTHEW BANDER RECEIVED  
PAYMENT OF HIS FEES FROM BOTH  
HIS CLIENTS.

THESE FEES WERE FOR WORK  
PERFORMED, AND HE DID NOT  
PROMPTLY INFORM HIS CLIENTS HE  
RECEIVED DUPLICATE PAYMENTS AND  
THEY WERE ENTITLED TO REFUNDS.  
MAKE NO MISTAKE, STEPHEN MATTHEW  
BANDER CONCEDES HE EXERCISED  
MORE POOR JUDGMENT AND NOT MORE  
PROBABLY INFORMING HIS CLIENTS  
OF THEIR PAYMENT AND ENTITLEMENT

TO REFUNDS BUT FOR THIS, HE  
DESERVES TO LOSE HIS LIVELIHOOD  
AND BE FOREVER PRINTED A  
DISBARRED LAWYER?

>> YOUR CLIENT WAS ADMITTED TO  
THE BAR IN 1999, SO HE HAS BEEN  
A LAWYER 24, 25 YEARS.

PRIOR TO PRACTICING WITH HIS  
FATHER COMMENTED HE PRACTICE  
ANYPLACE ELSE?

>> HE HAD A BRIEF PRACTICE  
SOMEWHERE ELSE BUT WITH HIS  
FATHER'S FIRM AND THE FIRM HIS  
FATHER FOUNDED.

THE FATHER'S FIRM, I CALL IT HIS  
FATHER, HE BASICALLY RETIRED  
AFTER HIS ENCOUNTER WITH THE  
SEC.

THE CLIENT IN CHARGE OF THE  
FIRM.

AM I CORRECT?

>> NOT EXACTLY.

STEPHEN MATTHEW BANDER'S FATHER  
WAS ILL WITH PARKINSON'S  
DISEASE.

HE WAS ON THE ROAD TO RETIREMENT  
AND FOR ALL PRACTICAL PURPOSES  
HAD RETIRED.

>> IN ALL THE YEARS HE PRACTICED  
IN HIS FATHER'S FIRM, THERE HAVE  
BEEN NO DISCIPLINE ISSUES?

>> NOT PRIOR TO THIS.

>> NO ACCOUNT PROBLEMS?

>> NOTHING.

>> THAT IS WHAT I AM WONDERING.  
HOW DID WE GET HERE?

WITH A LAWYER WHO IS PRACTICING  
FOR 24 YEARS AND ALL OF A SUDDEN

--

>> IT WOULD BE MY PLEASURE TO  
TRY TO EXPLAIN THAT.

WHICH OF THE REFEREES FINDINGS  
ARE SUBSTANTIAL EVIDENCE?

>> HIS FINDINGS ARE NOT  
SUPPORTED BY THE LAW.

IT IS NOT SUPPORTED BY  
SUBSTANTIAL EVIDENCE.

>> PLEASE TAKE ISSUE WITH THE  
ONE YOU THINK IS NOT SUPPORTED  
BY EVIDENCE.

>> MOST OF THIS WAS RED HERRING  
STUFF, STEPHEN MATTHEW BANDER  
WAS ON NOTICE SINCE THE  
PROCEEDINGS THAT HE WAS NOT

ENTITLED TO COMPENSATION.  
THAT IS JUST NOT TRUE.

THE CEASE AND DESIST ORDER,  
UNCONSCIONABLE TO THE BAR TO  
CLAIM THIS, THE CEASE AND DESIST  
ORDER SAYS YOU CAN'T TAKE  
FINDERS FEES OR COMMISSIONS AS A  
SECURITIES BROKERAGE.

IF YOU READ THE ORDER IT SAYS  
NOTHING ABOUT COMPENSATION LIKE  
ATTORNEYS FEES.

>> YOU DISAGREE WITH THAT  
CONCLUSION.

IS IT NOT SUPPORTED BY  
SUBSTANTIAL EVIDENCE?

IT IS POSSIBLE TO DISAGREE WITH  
THE CONCLUSION BUT YOU HAVE TO  
CONCEDE IT IS SUPPORTED BY --

>> THAT POINT IS NOT SUPPORTED  
BY EVIDENCE.

ON THE FACE OF THE CEASE AND  
DESIST ORDER.

>> LET ME FOCUS ON A PARTICULAR  
PARAGRAPH ON PAGE 18.

I FIND THE RESPONDENT COMMINGLED  
CLIENT FUNDS WITH HIS OWN FUNDS,  
USED MONEY THAT BELONGED TO HIS  
CLIENTS WITHOUT NOTIFYING  
CLIENTS OF POSSESSION, USED THE  
FUNDS FOR HIS OWN AND IF IT TO  
PAY FIRM EXPENSES FOR MONTHS OR  
EVEN UP TO A YEAR, AND WAITED  
UNTIL AFTER HE WAS INFORMED THE  
SEC WISHED TO CONDUCT A SWORN  
STATEMENT, AND FOUR DIFFERENT  
RULES.

THOSE FINDINGS AND THAT  
PARAGRAPH YOU CAN TEST?

>> IT TURNS ON THE NATURE OF  
OPINIONS.

IN THE REFEREE'S CONCLUSION,  
STEPHEN MATTHEW BANDER CALLED  
REIMBURSEMENT LEGAL FEES.

WHERE DID THAT TERM COME FROM.

THE FACT REMAINS THE USE WERE  
FEES EARNED FOR WORK REFORM.  
BY SKY RISE SO THEY RETIRED TO A  
REFUND, LIKELY TO HIT.

>> NONREFUNDABLE RETAINER OF  
SOME KIND.

>> SIMILAR IN THE SENSE, LAWYERS  
PROPERTY MUST GO IN THE AIR  
OPERATING ACCOUNT AND MAY BE  
ENTITLED TO A REFUND IF

REPRESENTATION DOESN'T WORK OUT.  
THE LAWYER'S PROPERTY, THE  
AUDITOR CONCEDED THIS.  
>> IS MONEY, NOT THE CLIENT'S  
MONEY.  
NOT REFUNDABLE.  
>> HE WAS OVERPAID.  
THEY WERE ENTITLED TO A REFUND.  
FOR WORK PERFORMED.  
IT WAS CLEARLY WITHOUT QUESTION  
THE LAWYER'S PROPERTY AND MUST  
GO IN THE OPERATING ACCOUNT.  
>> IF THEY ARE REFUNDABLE --  
>> I THINK I MAY BE GETTING  
CONFUSED ON A COUPLE THINGS.  
A NONREFUNDABLE RETAINER, THE  
FIRST HALF OF THE PAYMENT THE  
CLIENT MADE WAS NONREFUNDABLE  
RETAINER, NONREFUNDABLE RETAINER  
IS THE LAWYER'S PROPERTY, MUST  
GO IN THE OPERATING ACCOUNT.  
IF FOR SOME REASON THE  
REPRESENTATION DOESN'T WORK OUT,  
MIGHT BE SUBJECT TO REFUND.  
>> IS THAT SUBJECT TO THIS  
PARTICULAR PARAGRAPH, THE  
CHARACTERIZATION?  
>> WE ARE SUGGESTING THE REFEREE  
MISCHARACTERIZED THESE FUNDS,  
THESE FUNDS WERE FEES, THE FIRST  
HALF, HERE IS WHAT HAPPENED.  
WE ARE NOT SIGNING A WRITTEN FEE  
THOUGH WE PROMISED TO PAY YOUR  
FEES SO WHAT AM I SUPPOSED TO  
DO?  
GET THE FEES YOU PROMISED TO  
PAY, HOW TO GET THEM PAID, AND  
THE FIRST HALF OF YOUR FEE, WHEN  
YOU FILE THE PETITION, THE  
SECOND HALF WHEN YOU RECEIVE THE  
DECISION, AND A NONPRACTICING  
LAWYER, PUT ON YOUR BILL, QUOTE,  
REIMBURSEMENT OF LEGAL FEES.  
THAT IS WHERE THE TERMINOLOGY  
COMES FROM.  
THAT IS THE LABEL HE PUT ON IT.  
THAT IS THE FACT.  
20 YEARS AGO THE FLORIDA BAR  
COMMITTEE ISSUED AN OPINION  
TALKING ABOUT EARNED RETAINERS,  
NONREFUNDABLE CONTAINERS,  
PAYMENTS FOR FEES EARNED WHETHER  
THEY OPERATE OR THE TRUST  
ACCOUNT.

THE COMMITTEE SAID 20 YEARS AGO,  
QUOTE, THE COMMITTEE BELIEVES  
TRUST ACCOUNTING QUESTIONS  
SHOULD BE ANALYZED NOT BY  
APPLICATION OF LABELS BUT  
CONSIDERING THE PURPOSE OF THE  
SUBJECT IN LIGHT OF FACTS AND  
CIRCUMSTANCES ATTENDING THE  
PAYMENT AND THE PROFESSIONAL  
ETHICS -- THE AUDITOR TESTIFIED  
ON DIRECT EXAMINATION THAT IT  
MADE NO DIFFERENCE WHAT STEPHEN  
MATTHEW BANDER CALLED THESE  
PAYMENTS.

THEY ARE WHAT THEY ARE, THE  
FACTS AND CIRCUMSTANCES, YET THE  
BAR RELIES ON THE TERM  
REIMBURSEMENT, AND AT THE SAME  
TIME, THE BAR SAYS ON THE ONE  
HAND, THESE ARE INTERESTED FUNDS  
THAT MUST GO IN THE TRUST  
ACCOUNT.

>> YOU DISAGREE WITH THAT  
CONCLUSION.

DON'T WE NEED TO AFFORD THAT  
CONCLUSION EVEN IF WE DISAGREE  
WITH IT, IF IT IS SUPPORTED BY  
SUBSTANTIAL EVIDENCE IN THE  
RECORD?

>> YES BUT IT IS NOT SUPPORTED  
BECAUSE THE NATURE OF THESE  
PAYMENTS DOES NOT DEPEND ON THE  
LABELS OR WHAT STEPHEN MATTHEW  
BANDER APPLIED TO, DEPENDS ON  
WHAT THEY REALLY ARE.

>> TO THE REALITY OF THIS, DON'T  
YOU CONCEDE WHEN THOSE PAYMENTS  
CAME INTO YOUR CLIENT, HIS  
CLIENT IN EACH CASE WAS ENTITLED  
TO THOSE FUNDS?

HE HAD ALREADY BEEN PAID.

>> THEY WERE ENTITLED TO A  
REFUND.

>> THAT IS AN INTERESTING WAKE  
TO CHARACTERIZE IT ALL.

BUT HE IS HOLDING MONEY THAT  
THEY ARE ENTITLED TO.

>> THEY ARE ENTITLED TO A REFUND  
OF THIS MONEY.

>> THE THIRD-PARTY SENDING THE  
MONEY?

AFTER THE CLIENTS ALREADY PAID.

>> THE THIRD-PARTY DOESN'T KNOW  
THAT.

>> THE THIRD-PARTY WAS BILLED  
AND THE CLOCK WAS BILLED TOO.

>> MR.

DORNO SIGNED AWAY WRITTEN  
AGREEMENT.

MAKING SURE FROM THIS PROMISE?

>> RUNNING OUT OF TIME.

AT THE VERY BEGINNING, THE COURT  
FINDS THAT YOUR CLIENT IS  
DIFFICULT AND SOME OF THEM, WHY  
SHOULD HE NOT BE DISBARRED.

>> CLIENTS RECEIVE THEIR  
APPLICATION, RETURNED TO THEM  
INCLUDING, MORE MONEY THEY PAID,  
AND NO COST TO THEM, EVEN AFTER  
LEARNING ABOUT THE OVERPAYMENTS.  
THE BAR TOOK FOUR YEARS AFTER  
LEARNING THE CIRCUMSTANCES AND  
EVERYBODY FILING ITS COMPLAINT.  
DOES THE PUBLIC NEED PROTECTION?  
THESE CIRCUMSTANCES OCCURRED 6  
YEARS AGO.

EVERYBODY WAS HAPPY AND MADE  
WHOLE BIT NOT SEEK INTERIM  
SUSPENSION IN THE MEANTIME TO  
PROTECT THE PUBLIC,  
REHABILITATION FROM WHAT?

AT WORST, THIS IS AN  
UNDERSTANDABLE MISTAKE TO  
CHARACTERIZE THESE PAYMENTS IN  
VERY UNIQUE CIRCUMSTANCES.  
STEPHEN MATTHEW BANDER HAS BEEN  
A CREDIT TO THE PROFESSION FOR A  
LONG TIME.

HE LEARNED A PAINFUL LESSON  
ABOUT COMMUNICATING WITH CLIENTS  
ABOUT SUCH THINGS.

HE PRACTICES IN A HIGHLY  
SPECIALIZED AREA OF LAW,  
IMMIGRATION AND NATURALIZATION,  
HIS CLIENTS ADMIRE HIM, THEY ARE  
HIS CLIENTS TO THIS DAY.

THIS CLIENT SHOULD NOT BE  
DEPRIVED OF HIS SERVICES NOR  
SHOULD THEY HAVE THE CHOICE OF  
COUNSEL ENDED OVER THIS WHICH IS  
BASICALLY A QUESTION OF HOW  
THESE FUNDS ARE TREATED WHICH IS  
AT LEAST A DEBATABLE  
PROPOSITION.

SO I WOULD SUGGEST, YOUR HONORS,  
THAT GIVEN THE REAL NATURE OF  
THIS, THE QUESTION OF HOW TO  
TREAT THESE FUNDS, THE FACT THAT

HE DID NOT NOTIFY HIS CLIENTS PROMPTLY, A PUBLIC REPRIMAND IS MORE THAN ADEQUATE SANCTION FOR THE MISTAKE HE MADE WHICH WAS NOT AN INTENTIONAL THIEVERY, TREATING THESE, I THINK HE WAS RIGHT?

THAT WAS NOT RELEVANT.

HE MISTREATED THESE FUNDS, TREAT THEM IN A WAY YOU DISAGREE WITH AND DID NOT NOTIFY HIS CLIENTS.

A PUBLIC RECOMMEND IS DISCIPLINE.

NOT LIKE NO DISCIPLINE, NOT A SLAP ON THE HAND, IT IS PUBLIC, PUBLICIZED, LINKED TO HIS FINAL LAWYER'S PAGE AFTER WHICH HE WILL BE 60 YEARS OLD AND NO TELLING.

A REASONABLE SOLUTION TO THIS CASE, I'M OUT OF TIME.

>> I WILL GIVE YOU A MINUTE FOR REBUTTAL.

>> MY NAME IS TIFFANY RODDENBERRY AND I REPRESENT THE FLORIDA BAR.

THIS IS A STRAIGHTFORWARD CASE. STEPHEN MATTHEW BANDER FAILED TO PLACE FUNDS INTO A TRUST ACCOUNT.

HE IS QUITE FUNDS TO PAY FIRM EXPENSES, INFORMING OF THE EXISTENCE OF THESE FUNDS.

AFTER RECEIVING A SUBPOENA FROM THE SEC FOR TESTIMONY.

BECAUSE THESE FACTS ARE SUPPORTED BY COMPETENT, SUBSTANTIAL EVIDENCE, THE COURT SHOULD APPROVE THE FACT FINDINGS AND RECOMMENDATIONS OF GUILT.

THE BAR ASKED THE COURT TO EXPOSE RECOMMENDED DISCIPLINE OF DISBARMENT.

THIS COURT SAID THE INTENTIONAL MISUSE OF CLIENT FUNDS WAS ONE OF THE MOST SERIOUS OFFENSES A LAWYER CAN COMMIT AND A PRESENT OF DISCIPLINE IS DISBARMENT.

BASED ON EXISTING CASE LAW AND STANDARDS, DISBARMENT IS APPROPRIATE IN THIS CASE.

>> I UNDERSTAND WHAT YOU ARE SAYING.

WHENEVER MONEY IS INVOLVED,

PERHAPS THEY BE DISBARRED BUT WE  
HAVEN'T DONE IT IN EVERY CASE,  
HAVE WE?

>> THIS BOARD IS DISTINGUISHED  
BETWEEN INTENTIONAL MISUSE OF  
FUNDS AS OPPOSED TO NEGLIGENT  
FUNDS OR BASIS FOR MITIGATION.

>> WE HAVE A LOT OF THESE CASES,  
IT SEEMS TO ME IN REVIEWING  
THESE CASES FROM SCRATCH, WHEN I  
LEAVE A RECORD.

WHETHER THERE WAS A PATTERN OF  
THAT TYPE OF BEHAVIOR, BY THE  
RESPONDENT, WHEN THERE'S AN  
ESCALATION, WE SEE CASES THAT  
PEOPLE WERE REPRIMANDED, AND GET  
THE SAME PUNISHMENT.

I SEE NO PRIOR DISCIPLINE.

MY FATHER RAN INTO ISSUES WITH  
THE SEC.

ANY TYPE OF PREFERRING OF YOUR  
-- BEHAVIOR IN 24 YEARS.

A LONG TIME.

AND LIKE COUNSEL SAID, PEOPLE  
INVOLVED IN THIS CASE, YOU CLAIM  
WERE VICTIMIZED, STILL HIS  
CLIENTS.

WHY DOES BAR SOMEONE WITH THIS  
KIND OF WEAPON?

>> NO PRIOR DISCIPLINARY  
HISTORY, THAT IS A MITIGATING  
FACTOR.

THERE WERE INSTANCES INCLUDING  
FLORIDA BAR WHERE IT WAS A  
MITIGATE ARE FOUND BUT STILL  
IMPOSED DISBARMENT AND MISUSE OF  
FUNDS.

WITH RESPECT TO THE FACT THAT HE  
HAS THESE CLIENTS AND THEY WERE  
NOT THE ONES WHO COMPLAINED,  
THIS COURT SAID IN CASES LIKE  
FLORIDA BAR VERSUS BROWNSTEIN,  
WITH MISUSE OF CLIENT FUNDS,  
THIS COURT DOES NOT LOOK TO HARM  
THE INDIVIDUAL CLIENTS BUT THEY  
RECOGNIZE THE SERIOUSNESS FOR  
INDIVIDUAL CLIENTS, BUT THE  
EXTREME DETRIMENT TO MEMBERS OF  
THE PUBLIC WHO CAN'T TRUST THEIR  
LAWYERS TO HOLD THESE FUNDS IN  
TRUST.

THESE WERE SIGNIFICANT  
AGGRAVATING FACTORS INCLUDING  
THE FACT HE GAVE FALSE TESTIMONY

TO THE REFEREE.

THESE ARE EXCEPTIONALLY WEIGHTY  
AGGRAVATE IS THAT WARRANT  
DISBARMENT IN THIS CASE.

>> THOSE HE CAN TEST WHETHER  
THIS TESTIMONY WAS FALSE?

>> I'M NOT SURE IT IS CLEAR BUT  
HE DOES ADMIT THERE WERE  
DIFFERENCES IN THE TESTIMONY.  
THE REFEREE FOUND HE LACKED ANY  
CREDIBILITY GIVEN HIS TESTIMONY  
TO THE SEC, THESE WERE  
REIMBURSEMENTS FOR LEGAL FUNDS  
BUT AT THE FINAL HEARING, HE  
SAID NO, THEY WERE NOT  
REIMBURSEMENTS, THEY WERE MY  
FEES BEING PAID DIRECTLY.  
THAT IS CONTRADICTORY, NOT SURE  
HE DISPUTES MUCH OF THE OTHER  
DISTINCTIONS BETWEEN THE  
TESTIMONY.

AT THE FINAL HEARING FOR THE  
REFEREE.

>> IS HE RIGHT ABOUT ABSENCE OF  
ANY REAL ECONOMIC LOSS TO HIS  
CLIENTS.

>> WE WOULD DISPUTE THAT BECAUSE  
HE DID HAVE THE BENEFIT OF HIS  
CLIENTS FUNDS FOR MORE THAN A  
YEAR AND DID NOT PAY INTEREST ON  
THAT.

AS FAR AS I KNOW --

>> THAT THE ECONOMIC LOSS, THE  
INTEREST THEY LOST ON FUNDS THAT  
SHOULD HAVE BEEN IN A TRUST  
ACCOUNT?

>> THERE IS NO DISPUTE HE DID  
PAY THAT MONEY BACK IN ONE OF  
THEM IN GETTING FACTORS WAS HE  
MADE RESTITUTION TO HIS CLIENTS.

>> YOU HEARD THAT.

WALK US THROUGH THE RECORD, WHAT  
SUPPORTS THE FINDINGS IN THAT  
PARAGRAPH.

>> HE FAILED TO HOLD FUNDS IN  
TRUST AND COMBING GOLD.  
AND FOR REIMBURSEMENT OF LEGAL  
FEES AND THE MONEY BELONGED TO  
HIS CLIENTS AND WAS NOT INCOME  
OR COMPENSATION TO HIM.

DESPITE MR.

SMITH'S CHARACTERIZATION, THE  
LANGUAGE HE GAVE TO MR.

STEPHEN MATTHEW BANDER SHOULD

HAVE SOME WAY TO BECAUSE HE'S THE SOURCE OF FUNDS AND THE SOURCE OF THE FUNDS, THIS WAS THE PURPOSE OF REINFORCEMENT. BY INVOICE TO SKY RISE, AND AFTER EVERY, EACH INVOICE PAID BY SKY RISE FOLLOWED, THE CLIENT PAYING FOR LEGAL SERVICES. THIS WAS IN ADDITION TO RECEIVING FULL PAYMENT FOR HIS LEGAL WORK. CONSISTENT WITH THE VIEW THESE WERE CLIENT FUNDS WHEN THE SEC SUBPOENAED HIM FOR TESTIMONY, SOON THEREAFTER HE SENT MONEY TO HIS CLIENTS, DIDN'T INDICATE AT THAT POINT THIS WAS DUPLICATE OF PAYMENTS OWED TO ME. AFTER LOOKING AT THE RECORDS, THERE SHOULD HAVE BEEN REIMBURSEMENT AND HERE IS THE MONEY. FURTHER, HIS INITIAL RESPONSE TO THE BAR'S INQUIRY LETTER IN OCTOBER 2017, THESE WERE FUNDS FROM SKY RISE WERE REIMBURSEMENTS TO THE CLIENTS. NOT FEES PAID DIRECTLY TO HIM BY SKY RISE. MISS ALLEN CONFIRMED SHE WAS DIRECTED, HOW TO CHARACTERIZE THESE FUNDS, INVOICES ON DOCUMENTS AND TAX RETURNS. THAT WAS CONSISTENT WITH THE VIEW THAT THESE FUNDS WERE OWED TO HIS CLIENTS. THIS IS NOT THE CREATIVE LABELING BUT THIS IS EVIDENCE OF THE PURPOSE AND NATURE OF THESE FUNDS, THEY WERE CLIENT FUNDS AND THE PURPOSE WAS TO REIMBURSE HIS CLIENT, TO PAY HIS CLIENTS BACK THE LEGAL FEES ALREADY PAID HIM. THE ONLY CONTRADICTORY EVIDENCE WAS STEPHEN MATTHEW BANDER'S TESTIMONY, AND CLIENT FUNDS. IS DEVOID OF ALL CREDIBILITY BASED ON PRIOR TESTIMONY. >> IS IT ANY KIND OF RELIANCE AS MATTER OF LAW. >> I DON'T KNOW HE HAS LEGAL ADVISOR ANYTHING LIKE THAT, THAT HE SHOULD BE TREATED.

THE PURPOSE WAS TO REIMBURSE  
CLIENTS.

AND WHAT HE WAS ENTITLED TO RELY  
ON.

THE COUNCIL BROUGHT UP THE FACT  
THE REFEREE DID NOT FIND  
UNREASONABLE DELAY AS A  
MITIGATING FACTOR BUT  
IMPORTANTLY THE REFEREE FOUND  
THERE WAS NOT SPECIFIC PREJUDICE  
AS PART OF THE DELAY IN ORDER TO  
FIND A MITIGATING FACTOR.

THE ONLY PREJUDICE STEPHEN  
MATTHEW BANDER IDENTIFIED,  
RESULTING FROM THE DELAY, THAT  
HE WAS UNABLE TO PRESERVE THE  
TESTIMONY OF HIS FATHER WHO  
PASSED AWAY IN 2018, THE  
TESTIMONY HE SAYS HE WOULD HAVE  
PRESERVED IS IRRELEVANT TO THESE  
PROCEEDINGS BECAUSE IT'S NOT  
ABOUT THE EARLIER SEC  
PROCEEDING, BUT HIS OWN CONDUCT.  
AND FAILURE TO NOTIFY THEIR  
EXISTENCE, UNTIL HE WAS  
SUBPOENAED BY THE SEC.

>> YOU SAID ONE OF THE HARMS IS  
THE PUBLIC'S LACK OF CONFIDENCE.  
IN LIGHT OF FACT, WHAT ARE WE TO  
MAKE OF THE BAR'S DECISION NOT  
TO SEEK INTERIM SUSPENSION IN  
THIS CASE AND CONTINUE TO ALLOW  
THIS MAN'S PRACTICE DOESN'T SEEM  
HE WAS MUCH OF A THREAT TO THE  
PUBLIC.

WAS HE?

>> HE HAD PAID BACK THE FUNDS  
AND THERE ARE SPECIFIC  
REQUIREMENTS TO BE SHOWN TO  
PURSUE EMERGENCY SUSPENSION.  
GREAT PUBLIC HARM IS NOT  
DEMONSTRATED HERE, FLORIDA BAR  
VERSUS MARK, WHERE THERE WASN'T  
EMERGENCY SUSPENSION PURSUED.  
THIS IS NOT A CASE, THERE WAS  
LESS CAPABILITY ON THE  
RESPONDENT.

FOR ALL THESE REASONS THE BAR  
SUGGESTS DISBARMENT IS THE  
APPROPRIATE DISCIPLINE AND ASK  
YOU TO APPROVE THE  
RECOMMENDATIONS AND IMPOSE THE  
RECOMMENDED DISCIPLINE OF  
DISBARMENT.

THERE ARE NO FURTHER QUESTIONS,  
THANK YOU.

>> MAY IT PLEASE THE COURT?

A COUPLE QUICK THINGS.

YES, DURING THE TESTIMONY OF THE  
SEC, IT WAS UNIQUE  
CIRCUMSTANCES.

IN RESPONSE TO A SUBPOENA, IN  
AMERICAN LIFE, AND REFER TO  
THESE AS REIMBURSEMENTS, WHEN  
YOU READ THE TRANSCRIPT OF THE  
STATEMENT, AND THESE REFUNDS TO  
WHICH MY CLIENT WAS ENTITLED.  
THE TERMINOLOGY WENT  
BACK-AND-FORTH THROUGH THAT  
TESTIMONY, THE SUBPOENA, THEY  
CAN DENY IT IS SPIN BUT THIS IS  
SPIN.

HE REFUNDED THE MONEY WHEN HE  
GOT THE SEC SUBPOENA.  
AND THEY DISGORGED A QUARTER OF  
A MILLION DOLLARS TO THE SEC  
WHICH THE GOVERNMENT GETS TO  
KEEP, NOT GIVE BACK TO THE  
PEOPLE.

HE WANTED TO MAKE SURE HIS  
CLIENTS GOT THAT MONEY IN CASE  
THE SEC WOULD PULL A  
DISGORGEMENT.

>> ARE YOU IMPLYING HE WOULD  
HAVE KEPT IT?

I DON'T UNDERSTAND, HE WAS  
DOUBLE PAID REGARDLESS OF HOW  
YOU ARE CHARACTERIZING IT AND  
THE REASONABLE INFERENCE IS HE  
WILL KEEP THE MONEY UNTIL THE  
SUBPOENA CAME.

>> I'M NOT TRYING TO STATE THIS  
EXACTLY.

THIS IS A MISTAKE, POOR  
JUDGMENT, WE CAN SEE THAT.  
HE WAS HOLDING ONTO THE MONEY,  
LET THEM KNOW ONCE THEIR  
APPROVALS CAME IN TO SEE WHAT  
THEY ARE GOING TO DO BECAUSE  
THERE IS ANOTHER STEP.

YOU GET THE APPLICATION APPROVED  
OR GET THE VISA ISSUE.

WE CAN SHAKE OUR HEADS AT THAT.

>> YOU WERE GOING TO ARGUE FOR  
SOME KIND OF LENIENCY.

ALMOST LIKE YOU ARE MAKING IT  
WORSE BY PERPETUATING THIS VERY  
IMPLAUSIBLE ACCOUNT OF WHAT WAS

GOING ON BUT I WILL GIVE YOU 15  
SECONDS.

>> MAYBE STEPHEN MATTHEW BANDER  
SHOULDN'T HAVE RELIED ON THAT,  
REIMBURSEMENTS.

AT THE SAME TIME.

THEY OBJECTED AND THE REFEREE  
EXCLUDED A FORMAL DOCUMENT,  
FORMAL DOCUMENT PREPARED BY SKY  
RISE, 2 OR 3 YEARS AFTER THE  
EVENTS THAT REFERRED TO THESE  
FUNDS AS PAYMENT OF LEGAL FEES.

>> THANK YOU.