

IN THE SUPREME COURT OF FLORIDA

THE FLORIDA BAR,
Complainant,

v.

NORMAN A. GREEN,
Respondent.

Supreme Court Case
No. SC-

The Florida Bar File
No. 2016-30,125 (13A)

CONDITIONAL GUILTY PLEA FOR CONSENT JUDGMENT

COMES NOW, the undersigned Respondent, Norman A. Green, and files this Conditional Guilty Plea pursuant to Rule 3-7.9 of the Rules Regulating The Florida Bar.

1. Respondent is, and at all times mentioned herein was, a member of The Florida Bar, subject to the jurisdiction of the Supreme Court of Florida.
2. Respondent is currently the subject of a Florida Bar disciplinary matter which has been assigned The Florida Bar File No. 2016-30,125 (13A). There has been a finding of probable cause by the grievance committee in this matter.
3. Respondent is acting freely and voluntarily in this matter, and tenders this Plea without fear or threat of coercion. Respondent is represented in this matter by William E. Lawton, Esq.

4. The disciplinary measures to be imposed upon Respondent are as follows:

A. Public reprimand to be administered by publication in the Southern Reporter; and

B. Payment of the Bar's disciplinary costs noted below.

5. The following allegations and rules provide the basis for Respondent's guilty plea and for the discipline to be imposed in this matter:

Respondent represented Sharon Louise McArthur, the wife in a dissolution of marriage matter. On June 4, 2014, the husband and wife executed a marital settlement agreement wherein the husband agreed to grant the wife clear title to property in North Carolina named the Christmas Tree Farm ("property") within 15 days of signing the agreement. The property was owned by Lucas Farms, LLC. Lucas Farms, LLC was owned by the husband and other members. Notably, there was no indication that the other members of Lucas Farms, LLC had agreed in writing to deed the property to the wife. In exchange for the property, the wife relinquished her claims to any alimony and medical insurance payments by the husband.

Respondent was not hired for post-dissolution proceedings, but agreed to effectuate the transfer of the property by recording a deed granting the property from the LLC to the wife. The husband failed to timely deed the property to the

wife, and Respondent did not file any pleadings to enforce the transfer. However, Respondent spoke with counsel for the husband on numerous occasions and eventually received a signed deed from the opposing party, and they discussed necessary revisions.

Once completed, Respondent sent the deed to the North Carolina registrar for recording, albeit without having performed a title search. The deed was returned as a result of outstanding taxes that needed to be paid. Respondent then hired a separate attorney in North Carolina to perform a title search, which revealed that either the former husband or his son had paid the taxes, and that another deed granting title to the property to another LLC in Delaware had been filed.

Ultimately, the wife did not receive title to the property. Respondent contacted his malpractice carrier and advised them of what occurred as a result of his representation of Ms. McArthur and requested they reach out to her and resolve the matter. After being contacted by Respondent's malpractice carrier, the wife hired an attorney. Currently, the wife's attorney and Respondent's malpractice carrier are discussing resolution of the matter.

Additionally, Respondent appears to have engaged in a conflict of interest when he included an improper provision in the marital settlement agreement, which stated that both Respondent and an accountant would receive a 12.5%

security interest in the sale proceeds of the property. Respondent included such a provision in order to protect both his and the accountant's fees, which totaled approximately \$20,000 each. Respondent shortly thereafter advised the wife that any sums received in excess of the outstanding fees would be returned to her, as he had no intention of claiming any monies other than what was owed.

Based upon the foregoing, Respondent admits that he has violated the following Rules Regulating The Florida Bar: **Rule 4-1.3 (Diligence)**; **Rule 4-1.4 (Communication)**; **Rule 4-1.5 (Fees and Costs for Legal Services)**; and **Rule 4-1.8 (Conflict of Interest)**.

6. The following aggravating factor listed in the Florida Standards for Imposing Lawyer Sanctions applies to Respondent: 9.22(i) (substantial experience in the practice of law, given that Respondent was admitted to practice law in the state of Florida on October 29, 1974).

7. The following mitigating factors listed in the Florida Standards for Imposing Lawyer Sanctions apply to Respondent: 9.32(a) (absence of a prior disciplinary record); 9.32(b) (absence of a dishonest or selfish motive); 9.32(d) (timely good faith effort to make restitution or to rectify consequences of misconduct); 9.32(e) (full and free disclosure to disciplinary board or cooperative attitude toward proceedings); and 9.32(l) (remorse).

8. The Florida Bar has approved this proposed plea in the manner required by Rule 3-7.9.

9. If this plea is not finally approved by the Board of Governors of The Florida Bar and the Supreme Court of Florida, then it shall be of no effect and may not be used by the parties in any way.


10. If this plea is approved, then Respondent agrees to pay all reasonable costs associated with this case pursuant to Rule 3-7.6(q) in the amount of **\$2,007.05**. These costs are due within 30 days of the court order. Respondent agrees that if the costs are not paid within 30 days of this court's order becoming final, Respondent shall pay interest on any unpaid costs at the statutory rate. Respondent further agrees not to attempt to discharge the obligation for payment of the Bar's costs in any future proceedings, including but not limited to, a petition for bankruptcy. Respondent shall be deemed delinquent and ineligible to practice law pursuant to Rule 1-3.6 if the cost judgment is not satisfied within 30 days of the final court order, unless deferred by the Board of Governors of The Florida Bar.

11. Respondent acknowledges the obligation to pay the costs of this proceeding and that payment of the same is evidence of strict compliance with the conditions of any disciplinary order or agreement, and of good faith and fiscal responsibility. Respondent understands that failure to pay the costs of this

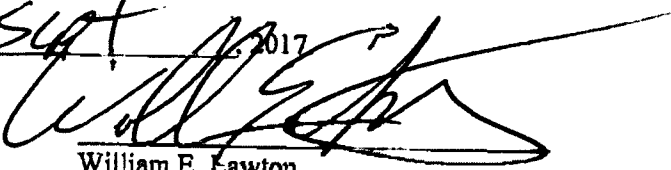
proceeding may reflect adversely on any other bar disciplinary matter in which Respondent is involved.

12. This Conditional Guilty Plea for Consent Judgment fully complies with all requirements of the Rules Regulating The Florida Bar.

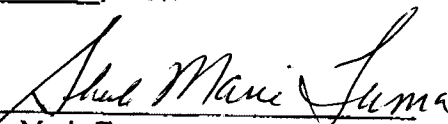
Dated this 19 day of September, 2017.


Norman A. Green, Respondent
1245 20th Street
P.O. Box 2618
Vero Beach, Florida 32961-2618
(772) 569-1001
Florida Bar ID No. 180815
service@eaglelaw.com

Dated this 19 day of Sept, 2017


William E. Lawton
Counsel for Respondent
Dean, Ringers, Morgan & Lawton
P.O. Box 2928
Orlando, Florida 32802-2928
(407) 422-4310
Florida Bar ID No. 163236
wlawton@drml-law.com

Dated this 20th day of September, 2017.


Sheila Marie Tuma
Chief Branch Discipline Counsel
The Florida Bar - Tampa Branch Office

4200 George J. Bean Parkway, Suite 2580
Tampa, Florida 33607-1496
(813) 875-9821
Florida Bar ID No. 196223
stuma@floridabar.org
pmcbride@floridabar.org
tampaoffice@floridabar.org