

IN THE SUPREME COURT OF FLORIDA

THE FLORIDA BAR,

Petitioner,

v.

GEORGE EDWARD OLLINGER, III,

Respondent.

Supreme Court Case  
No. SC-

The Florida Bar File No.  
2020-30,134(18C)(CES)

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**PETITION FOR EMERGENCY SUSPENSION**

This petition of The Florida Bar seeks emergency relief and requires the immediate attention of the Court pursuant to Rule 3-5.2 of the Rules Regulating The Florida Bar. The Florida Bar seeks the emergency suspension of George Edward Ollinger, III, Attorney No. 239542, from the practice of law in Florida based upon facts that clearly and convincingly establish that George Edward Ollinger, III appears to be causing great public harm by engaging in patterns of misconduct, including, but not limited to, the following: misappropriating clients funds, commingling attorney and clients funds, and engaging in conflicts of interest. The facts are supported by the affidavit of Matthew D. Herdeker, Staff Auditor, attached hereto as Exhibit "A" and order dated April 16, 2019 entered in Rameshwar v. Minnesota Life Insurance Co., case number 6:18-cv-1597-Orl-

37LRH, in the United States District Court, Middle District of Florida, Orlando Division, attached hereto as Exhibit “B,” and are as follows:

1. The filing of this Petition for Emergency Suspension was authorized by the Executive Director of The Florida Bar.

2. Respondent, George Edward Ollinger, III, is and at all times hereinafter mentioned, was a member of The Florida Bar and subject to the jurisdiction and disciplinary rules of the Supreme Court of Florida.

3. Respondent currently is the subject of a bar disciplinary matter that was assigned The Florida Bar file number 2020-30,134(18C)(CES).

4. The bar's investigation of this matter has indicated that respondent misappropriated client funds, commingled attorney and client funds, engaged in a series of conflicts of interest that included filing suit against his former clients seeking \$100 million in damages, and was removed as counsel and admonished by the court in Rameshwar v. Minnesota Life Insurance Co., case number 6:18-cv-1597-Orl-37LRH, in the United States District Court, Middle District of Florida, Orlando Division.

5. The enclosed affidavit of Staff Auditor Matthew H. Herdeker and order dated April 16, 2019 entered in Rameshwar v. Minnesota Life Insurance Co., case number 6:18-cv-1597-Orl-37LRH, in the United States District Court, Middle

District of Florida, Orlando Division are used by the bar to support this Petition for Emergency Suspension.

6. Claudia Rameshwar and her husband, Nandalall Rameshwar, resided in a mobile home park in Brevard County, Florida.

7. Disputes between Ms. Rameshwar and the manager of the mobile home park allegedly resulted in Ms. Rameshwar sustaining an injury.

8. Ms. Rameshwar hired respondent to handle her personal injury claim against the mobile home park with the execution of a contingency fee contract with respondent on January 20, 2018.

9. The contract provided for costs to be paid by the client unless she was unable to do so then respondent would advance the costs and be reimbursed from any settlement.

10. After she was charged with felony aggravated assault, Ms. Rameshwar executed a fee contract with respondent, on or about February 7, 2018, to represent her in the criminal case for a flat fee of \$3,500.00.

11. On or about February 18, 2018, Ms. Rameshwar died after undergoing cardiac surgery.

12. Ms. Rameshwar's family alleged that her death arose from Ms. Rameshwar's dispute with the mobile home park.

13. On or about February 22, 2018, Mr. Rameshwar and the adult children from Ms. Rameshwar's previous marriages (hereinafter referred to as the "Rameshwars" and/or the "Rameshwar family"), hired respondent to pursue a wrongful death claim against the mobile home park and the park manager who the Rameshwars believed contributed to Ms. Rameshwar's death.

14. On March 31, 2018, the Rameshwars executed a contingency fee contract with respondent.

15. Respondent's contingency fee contract provided that respondent was being retained in connection with any and all claims the clients might have had against Sunrise Mobile Home Park LLC regarding the injuries and damage they caused or any person, firm, company or corporation liable therefore, resulting from, "my being the survivor and beneficiary of Claudia Mercedes Rameshwar, deceased; tenant at the Sunrise Mobile Home Park."

16. The contract provided that respondent was entitled to the fee structure as set forth in the Rules Regulating The Florida Bar for contingency fee matters and that respondent agreed to "...advance all necessary costs in this case, if the client can not [sic] afford to do so..." and that respondent would be reimbursed "...for his costs prior to distribution of any monies in this matter."

17. Respondent also was hired to undertake additional legal services that included probating Ms. Rameshwar's estate, defending an eviction action brought

by the mobile home park, and bringing an action against Ms. Rameshwar's life insurance company, Minnesota Life Insurance, for failing to pay a claim.

18. On or about May 2, 2018, the Rameshwar family executed a contingency fee contract with respondent to pursue an action against Minnesota Life Insurance. The case was removed to federal court.

19. Respondent also believed that he would be successful in establishing a cause of action against the mobile home park for engaging in predatory behavior by unfairly evicting owners of mobile homes.

20. After respondent sent a form letter to the owners of mobile homes, respondent's paralegal expended time interviewing the owners that respondent then billed to the Rameshwars.

21. On or about August 26, 2019, the bar received a complaint from Mr. Rameshwar alleging that respondent failed to timely advise the Rameshwar family of respondent's receipt, in or around June 2018, of a \$10,000.00 accidental death settlement check from GEICO General Insurance Company.

22. After the Rameshwar family terminated respondent's services and demanded an accounting of the settlement funds, respondent submitted an invoice for his services and costs despite the terms of the contingency fee contract for the wrongful death case. See Exhibit "A."

23. In an email to the Rameshwar family, respondent wrote that he used the settlement funds to reimburse himself for costs in the wrongful death case. See Exhibit “A.”

24. The Florida Bar conducted an audit of respondent’s Bank of America trust account for the period June 1, 2018 to September 30, 2020 and further reviewed the records for respondent’s Bank of America operating account and another Bank of America account ending in #6467. See Exhibit “A.”

25. The bar’s audit determined that on June 18, 2018, respondent deposited a check from GEICO General Insurance Company in the amount of \$10,000.00 into his Bank of America trust account. The check was payable to respondent’s trust account, for the benefit of The Estate of Claudia Rameshwar, and the memo noted that it was for underinsured motorist coverage. See Exhibit “A.”

26. On June 22, 2018, respondent deposited a second check from GEICO General Insurance Company in the amount of \$5,000.00 into his Bank of America trust account. The check was payable to The Estate of Claudia Rameshwar and the memo noted that it was for personal injury protections and death benefits. See Exhibit “A.”

27. Respondent’s paralegal notified the Rameshwar family of the \$10,000.00 settlement check in an email dated June 14, 2018. See Exhibit “A.”

28. In correspondence to the bar dated June 3, 2020, respondent noted that he could not find any written notification to the Rameshwars of the \$5,000.00 settlement check. See Attachment "11" to Exhibit "A." During his sworn statement on September 14, 2020, respondent testified that he was unsure if he provided written notification to the Rameshwars of the \$5,000.00 settlement check.

29. The Statement of Client's Rights that the Rameshwar family executed on March 31, 2018 included a paragraph noting that the client had the right to approve a closing statement before the attorney disbursed any money.

30. Respondent provided the bar with an unexecuted closing statement for the GEICO settlements that reflected an attorney's fee of \$5,000.00 and the remaining proceeds of \$10,000.00 being owed to the Rameshwars.

31. Respondent testified during his sworn statement on September 14, 2020 that he never obtained a signed closing statement from the Rameshwar family.

32. On August 23, 2018, respondent transferred \$14,820.00 of the GEICO funds from his trust account to his Bank of America operating account thereby converting client funds and commingling attorney and client funds in his operating account. See Exhibit "A."

33. During his sworn statement on September 14, 2020, respondent testified that he was allowed to deposit the funds into his operating account

because they were “collected funds” and funds to reimburse himself for costs incurred in the wrongful death case.

34. In correspondence to the bar dated July 19, 2020, respondent noted that he made the transfer to cover anticipated costs. See Exhibit “A.”

35. On August 23, 2018, after respondent transferred the GEICO funds from his trust account to his operating account, the ending daily bank balance in the operating account was \$17,912.30.

36. By January 28, 2019, respondent had disbursed all of the GEICO funds from his operating account. The ending daily balance in the operating account on that day was negative \$197.52. Exhibit “A.”

37. From August 23, 2018 to January 28, 2019, all of the disbursements from respondent’s operating account were generally for the benefit of respondent’s law firm or respondent personally. See Exhibit “A.”

38. Respondent testified during his sworn statement on September 14, 2020 that he was the only person who made disbursements from the operating account. The bar’s review of the records obtained from the bank for respondent’s operating account included all signature cards for the account that reflected that respondent was the only signatory for the operating account. See Exhibit “A.”

39. In a letter to the bar dated July 19, 2020 and in his sworn statement on September 14, 2020, respondent falsely advised the bar that the \$15,000.00 in



settlement funds remained in the operating account until July 8, 2019. See Exhibit “A.”

40. Respondent denied that he spent any of the GEICO funds, except for costs totaling roughly \$480.00, even when presented with bank statements for his operating account which showed the account overdrafted on January 28, 2019.

41. On September 17, 2020, three days after his first sworn statement on September 14, 2020, respondent wrote a letter to the bar in which he noted that he maintained another trust account ending with the number 6467 where “[t]he \$15,000.00 was sitting ... the whole time.” See Exhibit “A.”

42. On September 22, 2020, respondent wrote another letter to the bar in which he described the 6467 account as his “alternate operating account” at Bank of America. Respondent noted that on January 4, 2019, he transferred \$15,000.00 of the GEICO funds from the operating account to the Bank of America #6467 account. Respondent described the \$15,000.00 as being part of the deposit in the Bank of America #6467 account. See Exhibit “A.”

43. The bar’s audit of the records obtained for the Bank of America #6467 account revealed that it was opened on January 4, 2019 and respondent was the sole signatory for the account. See Exhibit “A.”

44. The first transaction in the Bank of America #6467 account was the deposit of \$91,443.35 on January 4, 2019. The single item deposited was a check

in the amount of \$91,443.35, dated December 19, 2018, from Supreme Title Closings, LLC Escrow Account. The memo line on the check from Supreme Title Closings referenced File ID 18-11-2474. See Exhibit “A.”

45. The bar’s review of the public records for Brevard County, Florida, revealed that respondent sold property in Brevard County, Florida on December 19, 2018, and the settlement company was Supreme Title Closings, LLC. The file number referenced on the recorded warranty deed was 18-11-2474. See Exhibit “A.”

46. The bar’s audit of the Bank of America #6467 account revealed that respondent never deposited any funds from GEICO Insurance Company in connection with his representation of the Rameshwars. See Exhibit “A.”

47. On July 8, 2019, respondent transferred \$15,000.00 from his Bank of America operating account to his Bank of America trust account to return the Rameshwars’ GEICO settlement funds. Based upon the bar’s review of the operating account, the sources of funds for the transfer were Social Security payments, transfers from respondent’s other bank accounts, and what appeared to be attorney’s fees received from an unrelated client. See Exhibit “A.” The funds remained in respondent’s trust account on deposit as of September 30, 2020. See Exhibit “A.”

48. Despite having been dismissed by the Rameshwar family as attorney for the estate of Claudia Rameshwar, respondent continued filing pleadings on behalf of the estate and attempted to have his assistant appointed as the estate's personal representative.

49. On or about November 22, 2018, respondent filed suit in Brevard County Circuit Court against Mr. Rameshwar and one of Ms. Rameshwar's adult children, who had acted as the family's spokesperson, for breach of contract, listing the numerous cases in which they allegedly breached his various fee contracts (personal injury contract, felony contract, probate contract, second eviction contract, wrongful death contract, the contingency fee contract for the suit against the life insurance company, the contingency fee contract for the suit against GEICO insurance, as well as a claim of "tortious interference with a business relationship"). Respondent later amended the Complaint on or about November 21, 2019, adding Claudia Rameshwar's estate as a co-defendant.

50. In the civil case that remains pending, respondent alleged "damages of One Hundred Million Dollars" against his former clients.

51. The federal magistrate court handling Rameshwar v. Minnesota Life Insurance Co., case # 6:18-cv-1597-Orl-37LRH, took notice of respondent's behavior in connection with the case and issued an order on April 16, 2019

formally removing respondent as counsel for the plaintiffs and admonishing respondent for misconduct. See Exhibit “B.”

52. Respondent’s trust account was not in substantial compliance with the Rules Regulating The Florida Bar, Chapter 5. See Exhibit “A.”

53. By reason of the foregoing, respondent has violated the following Rules Regulating The Florida Bar:

A. 4-1.1 A lawyer shall provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness, and preparation reasonably necessary for the representation;

B. 4-1.2(a) Subject to subdivisions (c) and (d), a lawyer shall abide by a client's decisions concerning the objectives of representation, and, as required by rule 4-1.4, shall reasonably consult with the client as to the means by which they are to be pursued. A lawyer may take such action on behalf of the client as is impliedly authorized to carry out the representation. A lawyer shall abide by a client's decision whether to settle a matter;

C. 4-1.4(a) A lawyer shall: (1) promptly inform the client of any decision or circumstance with respect to which the client's informed consent, as defined in terminology, is required by these rules; (2) reasonably consult with the client about the means by which the client's objectives are to be accomplished; (3) keep the client reasonably informed about the status of the matter; (4) promptly comply

with reasonable requests for information; and, (5) consult with the client about any relevant limitation on the lawyer's conduct when the lawyer knows or reasonably should know that the client expects assistance not permitted by the Rules of Professional Conduct or other law;

D. 4-1.4(b) A lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation;

E. 4-1.5(f)(5) As to contingent fees, in the event there is a recovery, on the conclusion of the representation, the lawyer must prepare a closing statement reflecting an itemization of all costs and expenses, together with the amount of fee received by each participating lawyer or law firm. A copy of the closing statement must be executed by all participating lawyers, as well as the client, and each must receive a copy. Each participating lawyer must retain a copy of the written fee contract and closing statement for 6 years after execution of the closing statement. Any contingent fee contract and closing statement must be available for inspection at reasonable times by the client, by any other person upon judicial order, or by the appropriate disciplinary agency;

F. 4-1.7(a)(2) Except as provided in subdivision (b), a lawyer shall not represent a client if there is a substantial risk that the representation of 1 or more

clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer;

G. 4-8.4(c) A lawyer shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation;

H. 5-1.1(a)(1) A lawyer must hold in trust, separate from the lawyer's own property, funds and property of clients or third persons that are in a lawyer's possession in connection with a representation. All funds, including advances for fees, costs, and expenses, must be kept in a separate federally insured bank, credit union, or savings and loan association account maintained in the state where the lawyer's office is situated or elsewhere with the consent of the client or third person and clearly labeled and designated as a trust account except: (A) A lawyer may maintain funds belonging to the lawyer in the lawyer's trust account in an amount no more than is reasonably sufficient to pay bank charges relating to the trust account; and (B) A lawyer may deposit the lawyer's own funds into trust to replenish a shortage in the lawyer's trust account. Any deposits by the lawyer to cover trust account shortages must be no more than the amount of the trust account shortage but may be less than the amount of the shortage. The lawyer must notify the bar's lawyer regulation department immediately of the shortage in the lawyer's trust account, the cause of the shortage, and the amount of the replenishment of the trust account by the lawyer;

I. 5-1.1(b) Money or other property entrusted to a lawyer for a specific purpose, including advances for fees, costs, and expenses, is held in trust and must be applied only to that purpose. Money and other property of clients coming into the hands of a lawyer are not subject to counterclaim or setoff for attorney's fees, and a refusal to account for and deliver over the property on demand is conversion;

J. 5-1.1(e) On receiving funds or other property in which a client or third person has an interest, a lawyer must promptly notify the client or third person. Except as stated in this rule or otherwise permitted by law or by agreement with the client, a lawyer must promptly deliver to the client or third person any funds or other property that the client or third person is entitled to receive and, on request by the client or third person, must promptly render a full accounting regarding the property;

K. 5-1.2(b) Records may be maintained in their original format or stored in digital media as long as the copies include all data contained in the original documents and may be produced when required. The following are the minimum trust accounting records that must be maintained: (1) a separate bank or savings and loan association account or accounts in the name of the lawyer or law firm and clearly labeled and designated as a "trust account"; (2) original or clearly legible copies of deposit slips if the copies include all data on the originals and, in the case of currency or coin, an additional cash receipts book, clearly identifying the date

and source of all trust funds received and the client or matter for which the funds were received; (3) original canceled checks or clearly legible copies of original canceled checks for all funds disbursed from the trust account, all of which must: (A) be numbered consecutively, (B) include all endorsements and all other data and tracking information, and (C) clearly identify the client or case by number or name in the memo area of the check; (4) other documentary support for all disbursements and transfers from the trust account including records of all electronic transfers from client trust accounts, including: (A) the name of the person authorizing the transfer; (B) the name of the recipient; (C) confirmation from the banking institution confirming the number of the trust account from which money is withdrawn; and (D) the date and time the transfer was completed; (5) original or clearly legible digital copies of all records regarding all wire transfers into or out of the trust account, which at a minimum must include the receiving and sending financial institutions' ABA routing numbers and names, and the receiving and sending account holder's name, address and account number. If the receiving financial institution processes through a correspondent or intermediary bank, then the records must include the ABA routing number and name for the intermediary bank. The wire transfer information must also include the name of the client or matter for which the funds were transferred or received, and the purpose of the wire transfer, (e.g., "payment on invoice 1234" or "John



Doe closing”). (6) a separate cash receipts and disbursements journal, including columns for receipts, disbursements, transfers, and the account balance, and containing at least: (A) the identification of the client or matter for which the funds were received, disbursed, or transferred; (B) the date on which all trust funds were received, disbursed, or transferred; (C) the check number for all disbursements; and (D) the reason for which all trust funds were received, disbursed, or transferred; (7) a separate file or ledger with an individual card or page for each client or matter, showing all individual receipts, disbursements, or transfers and any unexpended balance, and containing: (A) the identification of the client or matter for which trust funds were received, disbursed, or transferred; (B) the date on which all trust funds were received, disbursed, or transferred; (C) the check number for all disbursements; and (D) the reason for which all trust funds were received, disbursed, or transferred; and (8) all bank or savings and loan association statements for all trust accounts; and

L. 5-1.2(d) The minimum trust accounting procedures that must be followed by all members of The Florida Bar (when a choice of laws analysis indicates that the laws of Florida apply) who receive or disburse trust money or property are as follows: (1) The lawyer is required to make monthly: (A) reconciliations of all trust bank or savings and loan association accounts, disclosing the balance per bank, deposits in transit, outstanding checks identified

by date and check number, and any other items necessary to reconcile the balance per bank with the balance per the checkbook and the cash receipts and disbursements journal; and (B) a comparison between the total of the reconciled balances of all trust accounts and the total of the trust ledger cards or pages, together with specific descriptions of any differences between the 2 totals and reasons for these differences. (2) The lawyer is required to prepare an annual detailed list identifying the balance of the unexpended trust money held for each client or matter. (3) The above reconciliations, comparisons, and listings must be retained for at least 6 years. (4) The lawyer or law firm must authorize, at the time the account is opened, and request any bank or savings and loan association where the lawyer is a signatory on a trust account to notify Staff Counsel, The Florida Bar, 651 East Jefferson Street, Tallahassee, Florida 32399-2300, in the event the account is overdrawn or any trust check is dishonored or returned due to insufficient funds or uncollected funds, absent bank error. (5) The lawyer must file with The Florida Bar between June 1 and August 15 of each year a trust accounting certificate showing compliance with these rules on a form approved by the board of governors. If the lawyer fails to file the trust accounting certificate, the lawyer will be deemed a delinquent member and ineligible to practice law.

WHEREFORE, based upon the aforementioned facts, the bar asserts respondent has caused, or is likely to cause, immediate and serious harm to clients

and/or the public and that immediate action must be taken for the protection of respondent's clients and the public. Therefore, pursuant to Rule 3-5.2, The Florida Bar respectfully requests this Court to:

A. Suspend respondent from the practice of law until further order of this Court;

B. Order respondent to accept no new clients from the date of this Court's order and to cease representing any clients after 30 days from the date of this Court's order. Within the 30 days from the date of this Court's order, respondent shall wind down all pending matters and shall not initiate any litigation on behalf of clients. Respondent shall withdraw from all representation within 30 days from the date of this Court's order. In addition, respondent shall cease acting as personal representative for any estate, as guardian for any ward, and as trustee for any trust and will withdraw from said representation within thirty days from the date of this Court's order and will immediately turn over to any successor the complete financial records of any estate, guardianship or trust upon the successor's appointment;

C. Order respondent to furnish a copy of the suspension order to all clients, opposing counsel and courts before which George Edward Ollinger, III is counsel of record as required by Rule 3-5.1(h) and to furnish Staff Counsel with

the requisite affidavit listing all clients, opposing counsel and courts so informed within 30 days after receipt of this Court's order;

D. Order respondent to refrain from withdrawing or disbursing any money from any trust account related to respondent's law practice until further order of this Court, a judicial referee appointed by this Court or by order of the Circuit Court in an inventory attorney proceeding instituted under Rule 1-3.8, and to deposit any fees, or other sums received in connection with the practice of law or in connection with respondent's employment as a personal representative, guardian or trustee, paid to respondent after issuance of this Court's order of emergency suspension, into a specified trust account from which withdrawal may only be made in accordance with restrictions imposed by this Court. Further, respondent shall be required to notify bar counsel of The Florida Bar of the receipt and location of said funds within 30 days of the order of emergency suspension;

E. Order respondent to not withdraw any money from any trust account or other financial institution account related to respondent's law practice or transfer any ownership of any real or personal property purchased in whole or in part with funds properly belonging to clients, probate estates for which respondent served as personal representative, guardianship estates for which respondent served as guardian, and trusts for which respondent served as trustee without approval of

this Court, a judicial referee appointed by this Court or by order of the Circuit Court in an inventory attorney proceeding instituted under Rule 1-3.8;

F. Order respondent to notify, in writing, all banks and financial institutions where the respondent maintains an account related to the practice of law, or related to services rendered as a personal representative of an estate, or related to services rendered as a guardian, or related to services rendered as a trustee, or where respondent maintains an account that contains funds that originated from a probate estate for which respondent was personal representative, guardianship estate for which respondent was guardian, or trust for which respondent was trustee, of the provisions of this Court's order and to provide all the aforementioned banks and financial institutions with a copy of this Court's order. Further, respondent shall be required to provide Bar Counsel with an affidavit listing each bank or financial institution respondent provided with a copy of said order;

G. Order respondent to immediately comply with and provide all documents and testimony responsive to a subpoena from The Florida Bar for trust account records and any related documents necessary for completion of a trust account audit to be conducted by The Florida Bar; and,

H. Authorize any Referee appointed in these proceedings to determine entitlement to funds in any trust account(s) frozen as a result of an Order entered in this matter.

Respectfully submitted,



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/s/

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**CERTIFICATE OF SERVICE**

I certify that this document has been E-filed with The Honorable John A. Tomasino, Clerk of the Supreme Court of Florida: with copies provided to Patrick John McGinley, Counsel for Respondent, at [patrick@mcginleylaw.com](mailto:patrick@mcginleylaw.com); and via U.S. Mail, Certified Mail No. 7017 3380 0000 1082 7744, return receipt requested, to Patrick John McGinley, Counsel for Respondent, whose record bar address is 2265 Lee Road, Suite 100, Winter Park, Florida 32789-1858; and, to Kenneth H. P. Bryk, Bar Counsel, The Florida Bar, Orlando Branch Office, 1000 Legion Place, Suite 1625, Orlando, Florida 32801-1050, at [kbryk@floridabar.org](mailto:kbryk@floridabar.org), [orlandooffice@floridabar.org](mailto:orlandooffice@floridabar.org), on this 11th day of January 2021.



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## **NOTICE OF DESIGNATION OF PRIMARY EMAIL ADDRESS**

PLEASE TAKE NOTICE that bar counsel in this matter is Kenneth H. P. Bryk, Bar Counsel, whose address, telephone number and primary email address are: The Florida Bar, Orlando Branch Office, The Gateway Center, 1000 Legion Place, Suite 1625, Orlando, Florida 32801-1050, 407-425-5424, and [kbryk@floridabar.org](mailto:kbryk@floridabar.org), [orlandooffice@floridabar.org](mailto:orlandooffice@floridabar.org). Respondent need not address pleadings, correspondence, etc. in this matter to anyone other than bar counsel and to Patricia Ann Toro Savitz, Staff Counsel, The Florida Bar, 651 E. Jefferson Street, Tallahassee, Florida 32399-2300, [psavitz@floridabar.org](mailto:psavitz@floridabar.org).



**MANDATORY ANSWER NOTICE**

RULE 3-5.2(a), OF THE RULES REGULATING THE FLORIDA BAR,  
PROVIDES THAT A RESPONDENT SHALL ANSWER A COMPLAINT.