

IN THE SUPREME COURT OF FLORIDA

THE FLORIDA BAR,

Complainant,

v.

PATRICK JAMES THOMPSON,

Respondent.

Supreme Court Case  
No. SC-

The Florida Bar File Nos.  
2019-30,934 (9A)  
2019-30,936 (9A)

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**COMPLAINT**

The Florida Bar, complainant, files this Complaint against Patrick James Thompson, respondent, pursuant to the Rules Regulating The Florida Bar and alleges:

1. Respondent is and was at all times mentioned herein a member of The Florida Bar admitted on October 8, 2007 and is subject to the jurisdiction of the Supreme Court of Florida.
2. Respondent practiced law in Volusia, Orange, and Osceola Counties, Florida, at all times material.
3. The Ninth Judicial Circuit Grievance Committee "A" found probable cause to file this complaint pursuant to Rule 3-7.4, of the Rules Regulating The Florida Bar, and this complaint has been approved by the presiding member of that committee.

## **GENERAL ALLEGATIONS**

4. Respondent shared fees with a non-lawyer, who was a part owner and corporate officer of his law firm.

5. Padraic Deighan is an attorney only admitted to practice law in New Jersey, and he resides in Nevada. He is not licensed to practice law in Florida.

6. William Howell, Jr., is a non-lawyer who has experience in the third-party timeshare exit/divestment industry as well as in marketing and advertising in general.

7. On or about October 13, 2015, Howell incorporated Timeshare Lawyers, Inc., in Florida, naming Deighan as president, respondent as vice-president, and Howell as secretary/treasurer.

8. In or around January 2016, respondent, Deighan and Howell agreed to be equal one-third owners in Timeshare Lawyers, Inc.

9. Respondent was the only attorney licensed to practice law in Florida employed by Timeshare Lawyers, Inc.

10. Respondent testified that he and Deighan were partners at Timeshare Lawyers, Inc.

11. The purpose of Timeshare Lawyers, Inc. was to negotiate with resorts on behalf of clients to resolve clients' timeshare contracts and assist

the clients with an exit from their timeshares and/or their timeshare maintenance fees.

12. Timeshare Lawyers, Inc., was a law firm.

13. In 2016, as a member and part-owner of Timeshare Lawyers, Inc., respondent handled client cases and negotiated with resorts on the clients' behalf over exiting timeshare contracts and eliminating timeshare maintenance fees.

14. In 2016, Timeshare Lawyers, Inc., paid respondent \$60,000.00 in salary, \$60,000.00 in legal fees, and \$70,000.00 in dividends.

15. Howell was the "marketer" for Timeshare Lawyers, Inc.

16. In 2016, Howell also owned Orlando Ventures, LLC, a Florida timeshare exit business.

17. Orlando Ventures, LLC, and Timeshare Lawyers, Inc. were in adjoining suites in the same office building.

18. Howell through Orlando Ventures, LLC, provided clients to Timeshare Lawyers, Inc.

19. In 2016, Howell provided approximately 1,000 clients to Timeshare Lawyers, Inc.

20. Howell obtained clients from "transfer companies" and he also sought individual clients for Timeshare Lawyers, Inc.

21. Respondent testified that he did not know how Howell was obtaining the individual clients, but Howell had told him “Internet marketing.”

22. Howell and/or Orlando Ventures, LLC, paid Timeshare Lawyers, Inc., between \$750.00 and \$1,300.00 per client who was forwarded to Timeshare Lawyers, Inc. for timeshare exit/divestment negotiation services.

23. Respondent testified he did not know how much Howell charged the clients before sending the clients to Timeshare Lawyers, Inc.

24. Respondent handled the negotiations and communications with the clients and the resorts.

25. Timeshare Lawyers, Inc., would make a welcome phone call to the client and send a letter to the resort informing the resort that Timeshare Lawyers, Inc., was seeking to get the client removed from a timeshare contract and/or a maintenance fee with the resort.

26. Respondent signed the welcome letters with “J.D.”

27. Respondent and Deighan had legal clients in many states other than Florida and internationally.

28. Respondent and Deighan received and shared legal fees, including from Florida clients as well as from clients located in other states.

29. The web page for Timeshare Lawyers, Inc.'s Florida office included a biographical section titled "our senior legal team" and listed respondent and Deighan.

30. The web site did not indicate that Deighan was licensed to practice law only in New Jersey.

31. On or about November 1, 2016, respondent filed Articles of Amendment to the Articles of Incorporation for Timeshare Lawyers, Inc. removing Howell as secretary/treasurer.

32. Deighan remained president and respondent remained vice-president.

33. Howell continued to be the "marketer" for Timeshare Lawyers, Inc. until August 2017, and respondent testified Howell was a non-lawyer assistant.

34. On or about January 20, 2017, respondent filed Articles of Amendment to the Articles of Incorporation for Timeshare Lawyers, Inc. changing the name to Timeshare Lawyers, P.A. (hereinafter referred to as "TLPA").

35. On or about February 12, 2019, respondent filed with the Florida Department of State, Division of Corporations, a fictitious name

application for Federal Financial Law Group. Respondent executed the application on behalf of the owner, Timeshare Lawyers, P.A.

## **COUNT I**

### **THE FLORIDA BAR FILE NO. 2019-30,934 (9A)**

The Florida Bar realleges paragraphs 1 through 35 above and further states:

36. Jesse Politi and his wife, Debbie Politi, residents of Florida, hired TLPA on or about December 16, 2018 to represent them in terminating their timeshare contract with a resort located in Cabo San Lucas, state of Baja California Sur, Mexico.

37. Mr. Politi paid a fee of \$5,000.00 to TLPA for legal representation. In fact, Mr. Politi paid the fee to a nonlawyer company called Timeshare Elimination that acted as a referral for TLPA.

38. Mr. Politi and his wife executed a Limited and Specific Power of Attorney with Timeshare Lawyers, P.A., on or about December 17, 2018.

39. The undated engagement contract the Politis executed with TLPA indicated the purpose of the representation was to “obtain relief” from the resort Pablo Bonito in Cabo San Lucas, Mexico.

40. Mr. Politi believed he was hiring a law firm to represent him in divesting his interest in a timeshare.

41. In fact, Mr. Politi's case was referred to TLPA in October 2018 by Timeshare Elimination.

42. Respondent did not begin working on the matter until December 2018.

43. Thereafter, respondent did not reasonably communicate with Mr. Politi and did not provide him case updates.

44. Respondent had no direct communication with Mr. and Ms. Politi despite Mr. Politi's repeated attempts to contact respondent.

45. After Mr. Politi executed the fee agreement, the only telephone contact Mr. Politi had with an individual he believed to be a firm employee was with an unidentified female located in Georgia.

46. The female employee refused to provide Mr. Politi with her name or title.

47. In fact, the female with whom Mr. Politi spoke was not employed by respondent's law firm.

48. Respondent did not act with reasonable diligence in representing Mr. Politi.

49. Respondent's first contact with Mr. Politi was a letter respondent wrote on June 6, 2019.

50. Respondent's letter simply stated that, pursuant to Mexican law, the resort had no right to maintain a collection action against Mr. Politi for nonpayment of the fees and charges set forth in the timeshare contract.

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

(a) 4-1.3 A lawyer shall act with reasonable diligence and promptness in representing a client.

(b) 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.

(c) 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.



**COUNT II**

**THE FLORIDA BAR FILE NO. 2019-30,936 (9A)**

The Florida Bar realleges paragraphs 1 through 35 above and further states:

52. Laura Kaul, a resident of New York, owned a timeshare at Vistana Signature Experiences in Orlando, Florida.

53. Respondent improperly solicited Ms. Kaul.

54. Ms. Kaul had no family or prior professional relationship with respondent or anyone at Timeshare Lawyers, Inc.

55. In or around August 2016, Ms. Kaul received a direct mail solicitation from Timeshare Lawyers, Inc., that stated:

“You have been identified as a timeshare owner who is eligible for ownership cancellation. You must call to activate your eligibility. This process will allow you to absolve yourself from your timeshare. If you call before your Expiration Date, you may be able to achieve a full and final cancellation of your timeshare. Call before your eligibility expires on August 12, 2016. 888-983-4562.”

56. Kaul was invited to attend a seminar concerning terminating timeshare contracts.

57. The mailing from Timeshare Lawyers, Inc. was not marked as “advertisement.”

58. The August 15, 2016 seminar in New York was presented by Frank Leonard, a nonlawyer employed by Timeshare Lawyers, Inc.

59. Leonard was part of a team of people for the firm who presented timeshare exit seminars around the country and solicited attendees to execute the firm’s fee agreements.

60. Leonard sent the completed fee agreements to the firm’s Orlando office.

61. Deighan was Leonard’s supervisor and Howell was the coordinator of the seminar team.

62. Kaul attended the seminar.

63. After the seminar concluded, Leonard provided a fee agreement for Timeshare Lawyers, Inc., that Kaul executed.

64. Deighan and respondent were listed as the firm’s two attorneys at the top of the form.

65. The form listed the firm’s Orlando address.

66. Kaul also completed Timeshare Lawyers, Inc.’s credit card authorization form provided to her by Leonard and was billed \$4,995.00.

67. When the charge appeared on Kaul's credit card statement, it showed the payment had been made to Aston McLaren, Inc., a company owned by Deighan.

68. Respondent's office notes indicate that a file was opened for Kaul on August 15, 2016, with the name of the timeshare resort Vistana Lakes, and the "closer" was Aston Marketing Group.

69. The "contact owner" was listed as Deighan.

70. Ms. Kaul received a certificate from Timeshare Lawyers, Inc., for a "100% Money Back Guarantee" that stated the firm would refund the entire fee if Kaul's timeshare contract was not cancelled within one year.

71. The guarantee was signed by William Howell, who was an officer of Timeshare Lawyers, Inc.

72. The Timeshare Lawyers, Inc. fee agreement Kaul executed provided that "...TLI shall have twelve (12) months to complete this contract." The contract listed respondent as "Of Counsel" beneath Deighan's name.

73. Kaul believed she was hiring a law firm to represent her in divesting her interest in a timeshare and that respondent was representing her in negotiating a successful resolution with the resort.

74. In September 2016, respondent sent a letter to Vistana Signature Experiences informing the resort that he represented Kaul and that all further communication with Kaul was to be directed to him as her attorney.

75. Respondent failed to copy Kaul on this letter or with copies of any other letters sent by him on her behalf.

76. Thereafter, respondent did not reasonably communicate with Ms. Kaul.

77. Kaul was unable to communicate directly with respondent.

78. On or about December 5, 2016, respondent received a letter from Vistana Lakes Resorts denying Kaul's attempt to divest herself of her timeshare obligations.

79. Respondent failed to provide Kaul with a copy of this letter and failed to advise Kaul of the denial.

80. On or about August 2, 2017, Kaul spoke with a nonlawyer identified as Mariah who advised Kaul that respondent had mailed a fourth letter to Vistana Lakes Resorts with no response.

81. Mariah advised Kaul that respondent intended to follow up by calling the company and negotiating the dispute telephonically.

82. Kaul inquired as to what steps she needed to take to obtain the guaranteed refund.

83. Mariah was unable to provide Kaul with an answer.

84. After August 2017, respondent did not reasonably communicate with Kaul and he did not provide her updates on her case.

85. Respondent failed to act with reasonable diligence in representing Ms. Kaul.

86. Years went by without work on Kaul's case and with Kaul's timeshare contract remaining in full force and effect.

87. Kaul was not provided with the guaranteed refund despite requesting one after respondent and/or Timeshare Lawyers, Inc. or TLPA failed to obtain the cancellation of her timeshare.

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

a. 3-4.3 The standards of professional conduct to be observed by members of the bar are not limited to the observance of rules and avoidance of prohibited acts, and the enumeration herein of certain categories of misconduct as constituting grounds for discipline shall not be deemed to be all-inclusive nor shall the failure to specify any particular act of misconduct be construed as tolerance thereof. The commission by a

lawyer of any act that is unlawful or contrary to honesty and justice, whether the act is committed in the course of the attorney's relations as an attorney or otherwise, whether committed within or outside the state of Florida, and whether or not the act is a felony or misdemeanor, may constitute a cause for discipline.

b. 4-1.3 A lawyer shall act with reasonable diligence and promptness in representing a client.

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. 4-5.3(b) With respect to a nonlawyer employed or retained by or associated with a lawyer or an authorized business entity as defined elsewhere in these Rules Regulating The Florida Bar: (1) a partner, and a lawyer who individually or together with other lawyers possesses comparable managerial authority in a law firm, shall make reasonable efforts to ensure that the firm has in effect measures giving reasonable assurance that the person's conduct is compatible with the professional obligations of the lawyer; (2) a lawyer having direct supervisory authority over the nonlawyer shall make reasonable efforts to ensure that the person's conduct is compatible with the professional obligations of the lawyer; and (3) a lawyer shall be responsible for conduct of such a person that would be a violation of the Rules of Professional Conduct if engaged in by a lawyer if: (A) the lawyer orders or, with the knowledge of the specific conduct, ratifies the conduct involved; or (B) the lawyer is a partner or has comparable managerial authority in the law firm in which the person is employed, or has direct supervisory authority over the person, and knows of the conduct at a time when its consequences can be avoided or mitigated but fails to take reasonable remedial action.

f. 4-5.4(a) A lawyer or law firm shall not share legal fees with a nonlawyer, except that: (1) an agreement by a lawyer with the

lawyer's firm, partner, or associate may provide for the payment of money, over a reasonable period of time after the lawyer's death, to the lawyer's estate or to 1 or more specified persons; (2) a lawyer who undertakes to complete unfinished legal business of a deceased lawyer may pay to the estate of the deceased lawyer that proportion of the total compensation that fairly represents the services rendered by the deceased lawyer; (3) a lawyer who purchases the practice of a deceased, disabled, or disappeared lawyer may, in accordance with the provisions of rule 4-1.17, pay to the estate or other legally authorized representative of that lawyer the agreed upon purchase price; (4) bonuses may be paid to nonlawyer employees for work performed, and may be based on their extraordinary efforts on a particular case or over a specified time period. Bonus payments shall not be based on cases or clients brought to the lawyer or law firm by the actions of the nonlawyer. A lawyer shall not provide a bonus payment that is calculated as a percentage of legal fees received by the lawyer or law firm; and (5) a lawyer may share court-awarded fees with a nonprofit, pro bono legal services organization that employed, retained, or recommended employment of the lawyer in the matter.



g. 4-5.4(c) A lawyer shall not form a partnership with a nonlawyer if any of the activities of the partnership consist of the practice of law.

h. 4-5.4(e)(2) A lawyer shall not practice with or in the form of a business entity authorized to practice law for a profit if a nonlawyer is a corporate director or officer thereof or occupies the position of similar responsibility in any form of association other than a corporation.

i. 4-5.5(a) A lawyer shall not practice law in a jurisdiction other than the lawyer's home state, in violation of the regulation of the legal profession in that jurisdiction, or in violation of the regulation of the legal profession in the lawyer's home state or assist another in doing so.

j. 4-7.18(a)(1) Except as provided in subdivision (b) of this rule, a lawyer may not solicit in person, or permit employees or agents of the lawyer to solicit in person on the lawyer's behalf, professional employment from a prospective client with whom the lawyer has no family or prior professional relationship when a significant motive for the lawyer's doing so is the lawyer's pecuniary gain. The term "solicit" includes contact in person, by telephone, by electronic means that include real-time communication face-to-face such as video telephone or video conference, or by other communication directed to a specific recipient that does not

meet the requirements of subdivision (b) of this rule and rules 4-7.11 through 4-7.17 of these rules.

k. 4-7.18(a)(2) Except as provided in subdivision (b) of this rule, a lawyer may not enter into an agreement for, charge, or collect a fee for professional employment obtained in violation of this rule.

l. 4-7.18(b)(2)(A) Written communications to prospective clients for the purpose of obtaining professional employment that are not prohibited by subdivision (b)(1) are subject to the following requirements: Such communications are subject to the requirements of 4-7.11 through 4-7.17 of these rules.

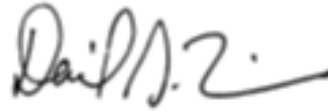
m. 4-7.18(b)(2)(B) Written communications to prospective clients for the purpose of obtaining professional employment that are not prohibited by subdivision (b)(1) are subject to the following requirements: Each separate enclosure of the communication and the face of an envelope containing the communication must be reasonably prominently marked "advertisement" in ink that contrasts with both the background it is printed on and other text appearing on the same page. If the written communication is in the form of a self-mailing brochure or pamphlet, the "advertisement" mark must be reasonably prominently marked on the address panel of the brochure or pamphlet, on the inside of the brochure or

pamphlet, and on each separate enclosure. If the written communication is sent via electronic mail, the subject line must begin with the word “Advertisement.”

n. 4-7.18(b)(2)(C) Written communications to prospective clients for the purpose of obtaining professional employment that are not prohibited by subdivision (b)(1) are subject to the following requirements: Every written communication must be accompanied by a written statement detailing the background, training and experience of the lawyer or law firm. This statement must include information about the specific experience of the advertising lawyer or law firm in the area or areas of law for which professional employment is sought. Every written communication disseminated by a lawyer referral service must be accompanied by a written statement detailing the background, training, and experience of each lawyer to whom the recipient may be referred.

o. 4-8.4(a) A lawyer shall not violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another.

WHEREFORE, The Florida Bar prays respondent will be appropriately disciplined in accordance with the provisions of the Rules Regulating The Florida Bar as amended.



DANIEL JAMES QUINN  
Bar Counsel  
The Florida Bar  
1000 Legion Place, Suite 1625  
Orlando, Florida 32801  
(407) 425-5424  
Florida Bar No. 122435  
[dquinn@floridabar.org](mailto:dquinn@floridabar.org)  
[orlandooffice@floridabar.org](mailto:orlandooffice@floridabar.org)



PATRICIA ANN TORO SAVITZ  
Staff Counsel  
The Florida Bar  
651 East Jefferson Street  
Tallahassee, Florida 32399  
(850) 561-5839  
Florida Bar No. 559547  
[psavitz@floridabar.org](mailto:psavitz@floridabar.org)

## **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, by United States Mail, Certified Mail No. 7015 0640 0006 9901 8808, return receipt requested, to his record bar address, 2265 Lee Road, Suite 100, Winter Park, Florida 32789, and via email at [patrick@mcginleylaw.com](mailto:patrick@mcginleylaw.com); and to Daniel James Quinn, Bar Counsel, via email at [dquinn@floridabar.org](mailto:dquinn@floridabar.org), [orlandooffice@floridabar.org](mailto:orlandooffice@floridabar.org), on this 20th day of April, 2021.



Patricia Ann Toro Savitz  
Staff Counsel

**NOTICE OF TRIAL COUNSEL AND DESIGNATION OF PRIMARY EMAIL ADDRESS**

PLEASE TAKE NOTICE that the trial counsel in this matter is Daniel James Quinn, Bar Counsel, whose address, telephone number, and primary email address are The Florida Bar, 1000 Legion Place, Suite 1625, Orlando, Florida 32801, (407) 425-5424, and [dquinn@floridabar.org](mailto:dquinn@floridabar.org), [orlandooffice@floridabar.org](mailto:orlandooffice@floridabar.org). Respondent need not address pleadings, correspondence, etc. in this matter to anyone other than trial counsel and Staff Counsel, The Florida Bar, 651 East Jefferson Street, Tallahassee, Florida 32399, [psavitz@floridabar.org](mailto:psavitz@floridabar.org).

**MANDATORY ANSWER NOTICE**

RULE 3-7.6(h)(2), RULES REGULATING THE FLORIDA BAR,  
PROVIDES THAT A RESPONDENT SHALL ANSWER A COMPLAINT.