

IN THE SUPREME COURT OF FLORIDA

THE FLORIDA BAR,

Complainant,

v.

DAVID GARRETT BLAKE,

Respondent.

Supreme Court Case
No. SC-

The Florida Bar File
No. 2020-10,350 (12A)

COMPLAINT

The Florida Bar, complainant, files this Complaint against David Garrett Blake, 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 April 14, 2004, and is subject to the jurisdiction of the Supreme Court of Florida.
2. The Twelfth 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.
3. In February 2018, respondent was hired as an attorney by the firm Morgan and Morgan (“the firm”).

4. Respondent practiced in the area of plaintiff's personal injury in the premises-liability division at the firm.

5. In mid-April 2018, respondent was assigned to handle a case for a client, Andrew Mockler, who alleged he had been injured at a restaurant/bar.

6. In the early months of the case, respondent told his client he had requested the video recording from the local sheriff's office that was relevant to the client's claim.

7. In early January 2019, the client contacted the sheriff's office directly to request a copy of the recording.

8. The client was informed that the sheriff's office had never heard from respondent's office and the recording had been destroyed.

9. Respondent never acquired a copy of the video recording that was relevant to the client's claim.

10. On January 27, 2019, respondent met with his client and assured the client that respondent was sending a demand letter on his client's behalf.

11. Thereafter, the client attempted to follow up with respondent multiple times on the progress of his case.

12. Respondent failed to timely respond to e-mails or follow through with promised and/or scheduled telephone calls with his client.

13. Respondent failed to respond to the client's reasonable requests for information.

14. Respondent claimed that from April 2018 through July 2019, when respondent left employment at the firm, he was investigating the case to determine whether he was going to take the client's case.

15. When questioned at respondent's sworn statement on November 16, 2020, in this bar matter, respondent testified:

Q: Okay. All right. So was [the client] a client of yours at Morgan & Morgan?

A: No. I don't believe that he ever furnished a written contract to us or that documentation was never approved or never—never provided to me, I don't believe, at the time that I was there.

16. However, on February 3, 2019, the client emailed respondent an executed authority to represent dated January 29, 2019.

17. Respondent was shown the executed authority to represent at his sworn statement and testified that at the time he received it, "...there was still a determination within the firm whether or not we were going to, in fact, represent him based on the – merits of his case."

18. Respondent repeatedly testified at his sworn statement in this bar matter that the client was only a potential client of the firm, not an actual client.

19. Respondent testified he put the executed representation documents in the client's physical file because he was not sure what happened internally with the firm's electronic file system.

20. Respondent testified his assistant would have sent a preservation letter to the restaurant/bar where the incident happened.

21. However, the client's file that was produced to the bar does not contain a preservation letter.

22. Respondent testified that he sent an investigator to the restaurant/bar to talk to anyone at the restaurant/bar relating to the videotape.

23. The client's file produced to the bar did not contain any investigation costs.

24. The client's file produced to the bar did not contain any investigation report(s).

25. On June 11, 2019, respondent advised his client that respondent's assistant was drafting a demand package.

26. Respondent never sent a demand package on behalf of the client.

27. The client's file produced to the bar did not contain a demand package.

28. Respondent was questioned at his sworn statement:

Q: ...Did your assistant ever prepare a demand package?

A: I don't believe they did...

29. Respondent testified only two letters were sent on behalf of the client, pursuant to the firm's standard operations.

30. Respondent was questioned at his sworn statement:

Q: And why isn't that letter part of the file?

A: I -- I have no idea.

Q: But you -- you drafted that letter, sent that letter, and you put it in the physical file?

A: I know that there was two letters that were sent. One, the preservation, with respect to the video; and two, the correspondence related to the insurance coverage. That's just standard Morgan & Morgan operations.

31. The client's file produced to the bar did not contain a letter related to insurance coverage.

32. On July 3, 2019, respondent sent his client an email stating in part: "Sorry about the miscommunication. The bar has turned the matter over to their insurance company so we should be able to start trying to get your case resolved which [sic] a good thing."

33. Respondent was questioned about his email dated July 3, 2019, at his sworn statement:

Q: And what correspondence are you referring to?

A: The insurance document that we had sent on [the client's] behalf.

Q: You mean, the letter regarding the insurance?

A: Yes.

34. Respondent misrepresented to his client that the matter was being reviewed by the restaurant/bar's insurance company.

35. The client's file produced to the bar did not contain any documentation supporting respondent's assertion that the restaurant/bar had turned the matter over to their insurance company.

36. Respondent admitted that the client complained a few times to the firm's customer satisfaction department regarding respondent's communication.

37. Each time the client contacted the firm's customer satisfaction department, the client was told he was not in the firm's system.

38. Respondent was also informed his client was not in the firm's system on multiple occasions.

39. On June 25, 2019, respondent received an email from the firm's customer satisfaction department stating they were still unable to locate the client's information.

40. Respondent never addressed the situation of the client not being in the firm's system.

41. Respondent was questioned at his sworn statement:

Q: And I guess that's -- follow up to that, when you're seeing that he's being told that he's not in the system after -- whether it's 6 months, 9 months, 12 months of communicating with you, didn't you find that odd, that this is a red flag, he's still not in the system, they can't find him?

A: I'm not sure who he was dealing with, but I know that we had all the information that we were dealing with between my group and, you know, the sheriff's department and our investigator and [the client].

Q: Would you agree, as of the date of your termination, his -- his case was still not in the system and that that was approximately 14 months after you started communicating with him?

A: Yes. I would agree with that.

Q: And what's your response to that? Why?

A: Because I don't think a determination had been made whether or not we were going to take him on as a client.

42. Respondent's sworn testimony regarding whether Mr. Mockler was a client defies common sense.

43. Respondent led Mr. Mockler to believe that he was a client of the firm and that his case was progressing.

44. Mr. Mockler had a good faith basis to believe that he had an attorney-client relationship with respondent.

45. During respondent's sworn statement he testified that he was waiting on the client to provide medical bills.

46. Respondent testified that he did not recall ever having seen the client's medical bills or documents.

47. Additionally, in respondent's letter to The Florida Bar dated December 19, 2019, in response to the client's complaint, respondent stated in part that: "I also requested that [the client] provide me with any medical documentation related to his injuries as well as any medical bills that he had incurred. I was never provided with this information."

48. However, in an email dated February 3, 2019, the client sent respondent an email attaching several medical bills.

49. On or about July 9, 2019, respondent was terminated from the firm.

50. Respondent's sworn testimony in this bar matter about why he left the firm was not consistent.

51. At respondent's sworn statement, the grievance committee investigating member asked respondent:

Q: And what was the reason for your termination in July 2019?

52. In response, respondent testified that it was a mutual parting of ways.

53. When respondent was asked by bar counsel later at the sworn statement whether respondent voluntarily left the firm or was fired, respondent admitted that he was fired.

54. The following testimony from respondent regarding his firing also occurred:

Q: At the time you were terminated from the firm, were there any other client complaints against you that you were made aware of?

A: No.

Q: At the time you were terminated, had any other client alleged that you had made misstatements regarding the progression of their case?

A: No, ma'am.

55. However, respondent was terminated from the firm based on another client's complaint that respondent had made misstatements regarding the progression of that client's case.

56. Respondent was advised of that client's complaint by counsel at the firm.

57. Counsel at the firm stated that there was a meeting between respondent and one or more of his supervising lawyers.

58. During this meeting, respondent was asked about another client that had complained to the firm and advised that they could not find the client in the firm's system.

59. Counsel at the firm stated that respondent was fired after he was not truthful with the firm regarding that client and the progression of that client's case.

60. On or about September 30, 2019, Mr. Mockler was advised the firm would not be pursuing his case.

61. Mr. Mockler specifically declined to provide details regarding the incident at the restaurant/bar or the nature of the claim in his complaint to the bar regarding respondent.

62. Respondent's response to Mr. Mockler's bar complaint divulged confidential information that was not reasonably necessary to respond to the allegations nor to establish a defense on respondent's behalf.

63. By failing to act with reasonable diligence and promptness in representing the client, respondent violated Rule 4-1.3, Rules Regulating The Florida Bar.

64. By failing to reasonably consult with the client about the means by which the client's objectives were to be accomplished; failing to keep the client reasonably informed about the status of the matter; and failing to promptly comply with reasonable requests for information, respondent violated Rule 4-1.4, Rules Regulating The Florida Bar.

65. By divulging confidential information in respondent's response to the bar complaint that was not reasonably necessary to respond to the allegations in the bar complaint nor to establish a defense on respondent's behalf, respondent violated Rule 4-1.6, Rules Regulating The Florida Bar.

66. By knowingly making false statements in connection with a disciplinary matter, respondent violated Rule 4-8.1, Rules Regulating The Florida Bar.

67. By engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation, respondent violated Rule 4-8.4(c), Rules Regulating The Florida Bar.

68. By reason of the foregoing, respondent has violated the following Rules Regulating The Florida Bar: **Rule 4-1.3** (Diligence); **Rule 4-**

1.4 (Communication); **Rule 4-1.6** (Confidentiality of Information); **Rule 4-8.1** (Bar Admission and Disciplinary Matters); and **Rule 4-8.4(c)** (Misconduct: A lawyer shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation).

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

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CERTIFICATE OF SERVICE

I certify that this document has been efiled with The Honorable John A. Tomasino, Clerk of the Supreme Court of Florida, with a copy provided via email to Joseph Arnold Corsmeier, Counsel for Respondent, at jcorsmeier@jac-law.com; and that a copy has been furnished by United States Mail via certified mail No. 7017 1450 0000 7821 0926 , return receipt requested to Joseph Arnold Corsmeier, Esq., Counsel for Respondent, to his official bar address of 2999 Alt. 19, Suite A, Palm Harbor, Florida 34683-1938; and to Katrina S. Brown, Bar Counsel, The Florida Bar, 2002 N. Lois Avenue, Suite 300, Tampa, Florida 33607, by electronic mail to kschaffhouser@floridabar.org, nstanley@floridabar.org, and tampaoffice@floridabar.org, on this 15th day of June, 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 Katrina S. Brown, Bar Counsel, whose address, telephone number, and primary and secondary email addresses are The Florida Bar, Tampa Branch Office, 2002 N. Lois Ave., Suite 300, Tampa, Florida 33607-2386, (813) 875-9821, and kschaffhouser@floridabar.org (primary); nstanley@floridabar.org (secondary); and tampaoffice@floridabar.org (secondary). Respondent need not address pleadings, correspondence, etc. in this matter to anyone other than trial counsel and to Patricia Ann Toro Savitz, Staff Counsel, The Florida Bar, 651 E. Jefferson Street, Tallahassee, Florida 32399-2300, 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.