

IN THE SUPREME COURT OF FLORIDA

THE FLORIDA BAR,  
Complainant,  
vs.  
S. A. SIDDIQUI,  
Respondent.

Supreme Court Case: 19-SC-653  
Florida Bar File No(s): 2018-30,372(7B)  
2018-30,501(7B)  
2018-30,654(7B)  
2018-30,750(7B)

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ANSWER AND AFFIRMATIVE DEFENSES

Respondent-Attorney Siddiqui, representing himself, hereby avers to each numbered or lettered paragraphs of the Complaint avers:

- 1) Agreed.
- 2) Denied; Attorney Siddiqui operates Statewide. At the time of all the alleged incidents Attorney Siddiqui had cases in Duval County, but not yet had Flagler County case. Attorney Siddiqui took his first case in Flagler County on 07/24/2018.
- 3) Agreed; Attorney Siddiqui did not appear at the Grievance hearing.
- 4) Agreed.
- 5) Agreed.
- 6) Agreed.
- 7) Denied; Attorney Siddiqui cannot confirm the date any assurance or promise was delivered to Client Heather Smith. Communications with Client Heather Smith were voluminous and to regular to specifically

identify a single communication which would have created an assurance or promise, or of fact and finality, rather assurances that Attorney Siddiqui was being diligent.

- 8) **AFFIRMATIVE DEFENSE:** Attorney Siddiqui assurance<sup>1</sup> was reasonable under the circumstances and standard of practice considering the totality of circumstances. The conclusion that Attorney Siddiqui intentionally lied to Client Heather Smith is a conclusion without merit. In this case, as previously disclosed to The Florida Bar, the case was difficult to get started due to significant delays in: First, obtaining certified documents from Client Heather Smith from the Missouri Court for attachment to initial Petition for Domestication<sup>2</sup>; (then) Second, having the opposing party served<sup>3</sup>. After these delays in service Client Heather Smith was already frustrated and angry with Attorney Siddiqui but for a reason which is not related to Attorney Siddiqui's diligent representation of her interests. After service of Opposing Party Jeremiah Springstead a default became appropriate. On 06/16/2017 Attorney Siddiqui emailed Julie

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<sup>1</sup> Assurances are promises; not misrepresentations.

<sup>2</sup> Attorney Siddiqui allows his clients to obtain records on their own in order to save costs.

<sup>3</sup> Attorney Siddiqui has email records showing when Client Heather Smith finally provided Attorney Siddiqui with the certified copies approximately 3 to 4 weeks after being retained. Attorney Siddiqui is not ethically, morally, or contractually responsible for the speed at which service of process is accomplished. Opposing party Jeremiah Springstead made it very difficult to have him served.

Keyser (Family Case Manager - St. Johns County) asking if an order of Default could be entered without hearing. On 06/20/2017 Attorney Siddiqui was responded to by JA Higgins<sup>4</sup> with an email, CC-copies to Julie Keyser, indicating that the Court would enter an Order of Default without a hearing if a proposed order was remitted. Therefore Attorney Siddiqui reasonably relied that the Court would be entering the Default because Julie Keyser also responded that she was awaiting the proposed order.

- 9) AFFIRMATIVE DEFENSE: Attorney Siddiqui assurance<sup>5</sup> was reasonable under the circumstances and standard of practice considering the totality of circumstances. The conclusion that Attorney Siddiqui intentionally lied to Client Heather Smith is a conclusion without merit. In this case, as previously disclosed to The Florida Bar, the case was difficult to get started due to significant delays in: First, obtaining certified documents from Client Heather Smith from the Missouri Court for attachment to initial Petition for Domestication<sup>6</sup>; (then) Second, having the opposing

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<sup>4</sup> Attorney Siddiqui was told to contact Julie Keyser (Family Case Manager) at [JKeyser@Circuit7.org](mailto:JKeyser@Circuit7.org) and/or Jessica Marchallek (Clerk of Court) at [JMarchallek@sjccoc.us](mailto:JMarchallek@sjccoc.us) in order to enter a Motion for Default to be executed by Judge Alexander without a hearing. The presumption was that it was an entry without a hearing, and the JA had not responded with a referral to a local rules citation, then the procedure was acceptable.

<sup>5</sup> Assurances are promises; not misrepresentations.

<sup>6</sup> Attorney Siddiqui allows his clients to obtain records on their own in order to save costs.

party served<sup>7</sup>. After these delays in service Client Heather Smith was already frustrated and angry with Attorney Siddiqui but for a reason which is not related to Attorney Siddiqui's diligent representation of her interests. After service of Opposing Party Jeremiah Springstead a default became appropriate. On 06/16/2017 Attorney Siddiqui emailed Julie Keyser (Family Case Manager - St. Johns County) asking if an order of Default could be entered without hearing. On 06/20/2017 Attorney Siddiqui was responded to by JA Higgins<sup>8</sup> with an email, CC-copies to Julie Keyser, indicating that the Court would enter an Order of Default without a hearing if a proposed order was remitted. Therefore Attorney Siddiqui reasonably relied that the Court would be entering the Default because Julie Keyser also responded that she was awaiting the proposed order.

10) Denied.

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<sup>7</sup> Attorney Siddiqui has email records showing when Client Heather Smith finally provided Attorney Siddiqui with the certified copies approximately 3 to 4 weeks after being retained. Attorney Siddiqui is not ethically, morally, or contractually responsible for the speed at which service of process is accomplished. Opposing party Jeremiah Springstead made it very difficult to have him served.

<sup>8</sup> Attorney Siddiqui was told to contact Julie Keyser (Family Case Manager) at [JKeyser@Circuit7.org](mailto:JKeyser@Circuit7.org) and/or Jessica Marchallek (Clerk of Court) at [JMarchallek@sjccoc.us](mailto:JMarchallek@sjccoc.us) in order to enter a Motion for Default to be executed by Judge Alexander without a hearing. The presumption was that it was an entry without a hearing, and the JA had not responded with a referral to a local rules citation, then the procedure was acceptable.

- 11) AFFIRMATIVE DEFENSE: On 06/28/2017 Attorney Siddiqui remitted via email (in Word and .pdf format) to Julie Keyser, Karen Higgins, and Jessica Marchalleck a proposed order. Again, and therefore, Attorney Siddiqui reasonably relied that the Court would be entering a Default Order. On 06/29/2017 Attorney Siddiqui was emailed by JA Higgins indicating that the Court would not enter the proposed order as written. Judge Alexander was looking for two separate orders (one for Default, one for Domestication). For the first two weeks of July 2017 Attorney Siddiqui was preparing for another trial in which Jury Selection started 07/10/2017 at 9am. On or about 07/19 through 07/21, through an exchange of emails, Attorney Siddiqui, JA Higgins, and Ms. Keyser, exchanged orders and proposed orders when Attorney Siddiqui received a message from JA Higgins which said the Order will be posted or uploaded to “Benchmark” (eFiled) when completed.
- 12) Agreed.
- 13) AFFIRMATIVE DEFENSE: As the Court never signed or filed the Default or Domestication Attorney Siddiqui entered a Motion to Set on 07/25/2017 to get a hearing date. On 08/07/2017 Attorney Siddiqui obtained a “Notice of Hearing” setting the matter at 09/13/2017<sup>9</sup> for a

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<sup>9</sup> Set without coordination.

hearing<sup>10</sup>. On 09/05/2017 Attorney Siddiqui was first informed that Heather Smith has filed a complaint against him with the Jacksonville (Duval) Professionalism Committee. Attorney Siddiqui responded via email. Hurricane Irma interrupted and Attorney Siddiqui and his family evacuated, so the hearing on 09/13/2017 was missed. Judge Alexander was informed of the issue<sup>11</sup> via Motion (done on 09/10/2017). On 09/14/2017, after Attorney Siddiqui filed a his Motion to Continue, Julie Keyser informed all Attorney's to file Motions to Continue due to Hurricane Irma, via email. Attorney Siddiqui did not refile a Motion to Continue as his was previously entered and he relied upon either Ms. Keyser, JA Higgins, and/or Ms. Marchalleck to have the Court consider the Continuance after he emailed Ms. Keyser and JA Higgins on 09/14/2017 and informed them via email that he had (already) moved for a continuance. On 09/18/2017 Clerk Jennifer Compton remitted a "Amended Notice of Case Management Conference" setting a hearing for 10/25/2017<sup>12</sup>. On 10/23/2017 Attorney Siddiqui moved to appear telephonically at the hearing on 10/25/17 which conflicted with a trial set

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<sup>10</sup> Emailed by Clerk Jennifer Compton.

<sup>11</sup> Missing a hearing due to evacuations.

<sup>12</sup> Set without coordination.

in Alachua County. On 10/24/2019 this Trial was continued in Alachua County. Attorney Siddiqui did appear in person before Judge Alexander on 10/25/2017. Judge Alexander indicated at the 10/25/17 hearing, in open Court, that Attorney Siddiqui could remit a proposed order to his JA Higgins and he would enter it promptly and there would be no need for the 11/08/2017 hearing. Then on 10/30/2019 Attorney Siddiqui remitted yet another proposed order to JA Higgins, Ms. Keyser, Ms. Marchalleck, and Client Heather Smith. On 10/31/2017 Ms. Keyser responded to the proposed order with the procedures of the Court, which then stated these proposed orders (now) need to be emailed to [division57@Circuit7.org](mailto:division57@Circuit7.org) or [division58@Circuit7.org](mailto:division58@Circuit7.org). Attorney Siddiqui did not see this email for approximately 7 days due to personal matters<sup>13</sup> which caused him to miss the 11/08/2017 hearing. On 11/09/2017 Attorney Siddiqui communicated with the Court about the cause and correction of this error and received a new Court date for 12/06/2017. On 11/12/2017 the proposed order was filed with [division57@Circuit7.org](mailto:division57@Circuit7.org) email. On 11/13/2017 Ms. Keyser remitted a conformed copy of the order via email.

14) Agreed.

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<sup>13</sup> Marriage of his Son.

- 15) Denied. Client Heather Smith was informed regularly by phone, by email, by text, and through her current Husband Travis Smith.
- 16) AFFIRMATIVE DEFENSE: Attorney Siddiqui did in fact block Client Heather Smith from calling or texting his cell phone (repeatedly after business hours) as she was abusing Attorney Siddiqui for one evening. Attorney Siddiqui informed client that communication by email would be best due to the abusive behavior of Client Heather Smith. At no point was Attorney Siddiqui unable to reach Client Heather Smith via, email, text, and/or US Mail. At no point could Client Health Smith not be able to leave a voicemail for a response. At no point could Client Heather Smith not email Attorney Siddiqui. At no point could Client Heather Smith not send Attorney Siddiqui a letter.
- 17a) Denied.
- 17b) Denied.
- 17c) Denied.
- 17d) Denied.
- 17e) Denied.
- 18) Denied; Defendant McKnight did not hire Attorney Siddiqui, his Mother Shelia Brooks hired Attorney Siddiqui.



- 19) Agreed; compound statement. Life under the PRR enhancement was on the table. ASA Mittina or ASA French could have dropped the enhancement at anytime.
- 20) Denied; Attorney Siddiqui accepted the matter for a non-refundable retainer of \$3000 (which was never paid in full) and \$150/hour after. Attorney Siddiqui did not provide a written estimate and Defendant McKnight's family never signed the contracts showing the payment plan.
- 21) Denied. Attorney Siddiqui has never changed his fee schedule on any client without their knowledge, & with offer, acceptance and consideration. Attorney Siddiqui normally has the client (or the person whom is paying for services) sign a contract which allows Attorney Siddiqui to withdraw without objection in a situation when case fees get too far behind. As the family of Defendant McKnight never returned the signed contracts for the payment plan, they were unaware of what Attorney Siddiqui was suggesting (to help them affordably push the matter to trial as requested).
- 22) Denied; Attorney Siddiqui discussed with Defendant McKnight the trial tactics in person and was directed by Defendant McKnight in numerous letters. The most important tactics were the Defense intended to leave the State without any information on the Defense's plans by pushing to

keep the matter on a trial track no matter what the State or Court was going to say. This was indented to overwhelm the State's personnel in order to obtain a reduction in charge and/or plea deal. This tactic is commonly used and it is irrelevant that Defendant McKnight was facing a possible enhancement (PRR) which could expose him to life in prison. Defendant McKnight was informed of this tactic and ratified it as appropriate (specifically because Public Defender Beaugh would not push the State to trial in this matter).

- 23) AFFIRMATIVE DEFENSE: Attorney Siddiqui spent the time on this case, in the 5 weeks before the hearing, reviewing the filings on the docket, & he advised Defendant McKnight as the plan was to push the matter to trial, but (now) a continuance was needed so the new alibi witnesses were deposed.
- 24) Denied; It is unclear when Attorney Siddiqui did or did not visit Attorney McKnight as Attorney Siddiqui would visit multiple clients on a single day without maintaining a chart of whom he saw and what the result was.
- 25) Denied.
- 26) Denied; Attorney Siddiqui continued to push the case to trial. Attorney Siddiqui has reset depositions of Defendant McKnight's alibi witnesses (delayed to Attorney Siddiqui's falling ill on 10/03/2017 until

approximately 10/10/2017). Attorney Siddiqui was not required to use the Public Defenders exhibits as a different trial strategy was being used. Attorney Siddiqui did not need the Public Defender's file to conduct the trial strategy.

- 27) Agreed. Attorney Siddiqui did believe jury selection was on Tuesday, 11/28/19, the 45 minute delay was not prejudicial and mere communication issues between the Court, the Clerk, and Counsel(s) caused the delay.
- 28) Agreed; as Attorney Siddiqui though Tuesday was the start of the trial. Attorney Siddiqui included jury selection as part of the trial (mentally) when discussing planning in open Court.
- 29) AFFIRMATIVE DEFENSE: After the Court's and State's thorough examination of the venire, Attorney Siddiqui wanted to impress upon the citizens that the case against Defendant McKnight was frivolous in order to keep pressure on the State to offer a plea<sup>14</sup> by keeping his questions brief. This was done by asking whether the citizens trusted lawyers (an often forgotten question). This specific was stated to see the venire's emotional reaction to the visceral question. Based on his examination of the reactions of the venire, and on the examination of the Court and

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<sup>14</sup> Attorney Siddiqui has had a few cases where the State offers a plea during or after jury selection.

State, and the comments and assistance of Defendant McKnight, Attorney Siddiqui determined whom the Defense was going to strike and why.

30) AFFIRMATIVE DEFENSE: This act was a trial tactic to reduce the impact of future revelations Defendant McKnight was a previous felon. This tactic has been used by Attorney Siddiqui before.

31) AFFIRMATIVE DEFENSE: Attorney Siddiqui did not expect the answers from the victim. They were well crafted to avoid talking about any business (legal or illegal) dealings the victim and Defendant McKnight had previously. There was no method to obtain the testimony that was expected to be elicited<sup>15</sup>.

32) Denied; Compound Statement; Defendant McKnight and his family did not request to be heard. The Court had no discretion on sentencing when a PRR enhancement was applied. The Court did question why Attorney Siddiqui attempted to serve the witness himself. Attorney Siddiqui replied in essence that the witness was leaving and Attorney Siddiqui could not find a Sheriff that quickly. Witness lists were not filed.

33a) Denied.

33b) Denied.

33c) Denied.

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<sup>15</sup> The State was prepared as the Court did require Attorney Siddiqui to reveal part of his trial strategy on 11/15/17 (that the incidents were “setups” so victim did not have to pay back Defendant McKnight approximately \$10k in drug money from a deal).

- 34) Agreed.
- 35) Denied.
- 36) Agreed.
- 37) Agreed.
- 38) Agreed.
- 39) AFFIRMATIVE DEFENSE: The conclusion that Attorney Siddiqui intentional lied to Judge Tanner could not possibly be drawn from the facts when considering the totality of the circumstances. The Florida Bar's position is that (since) there was a "notice" of the change of hearing date listed on the Clerk's Docket (line 45) and because Judge Tanner's JA Rita Carter testified that she called Attorney Siddiqui to inform him of the date change, Attorney Siddiqui had to lying to manipulate the Court. Yet the more compelling and accurate conclusion is that Attorney Siddiqui may have been "unofficially" informed of the date change but (then) reasonable relied upon Judge Tanner's JA Rita Carter to file a "Notice of Hearing" document. Said "Notice of Hearing" document would be eFiled & (then) appear in Attorney Siddiqui's eFiling inbox so

he could update his calendar when he was in the office<sup>16</sup>. Attorney Siddiqui fully concedes that Client Stewart was belligerent about the lack of filing a “Notice of Hearing” document when Mr. Stewart appeared in open Court on 09/07/2017. If an actual “Notice of Hearing” document has been eFiled properly then Mr. Stewart and his Bail Bondsman would have (also) noticed the change allowing all parties to adjust for the change. Furthermore, Judge Tanner’s JA Rita Carter, after Attorney Siddiqui and Mr. Stewart “missed” the re-scheduled 08/23/2017 Pre-Trial Hearing, set a hearing on 09/07/2019 without coordinating with Attorney Siddiqui or filing a “Notice of Hearing” document. Had Judge Tanner’s JA Rita Carter done this Attorney Siddiqui would have been able to attend (or get coverage) for the hearing as Attorney Siddiqui was in trial in Leon County on that date. Mr. Stewart and Attorney Siddiqui continued to plead to the Court to discharge the case based on a speedy trial violation which turned on the 08/23/2017 and 09/07/2017<sup>17</sup> hearings. Mr. Stewart never waived speedy trial nor prayed for a continuance in the case

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<sup>16</sup> Attorney Siddiqui takes cases around the entire State so if Judge Tanner’s JA Rita Carter called Attorney Siddiqui when he was driving he very well could have approved the date/time change and (then) relied upon Judge Tanner’s JA Rita Carter to eFile an actual Notice (which would have triggered an update of Attorney Siddiqui’s calendar).

<sup>17</sup> Judge Tanner did not preside; Judge John A. Moran presided.

and as such speed trial ran on approximately 09/16/2017<sup>18</sup>. Attorney Siddiqui suggested that Mr. Stewart file Writs of Mandamus and Prohibition against Judge Tanner/State to deal with the speedy trial violation. Mr. Stewart could not afford such Writs and continued to move towards trial.

- 40) Agreed; Judge Tanner's JA Rita Carter did testify to these facts.
- 41) Agreed.
- 42) Agreed. Attorney Siddiqui continued to represent Mr. Stewart in several cases until 03/05/2018 when Mr. Stewart fired Attorney Siddiqui via email. This firing occurred during an email exchange where Mr. Stewart appears to be attempting to set a hearing with Jennifer Weigel, JA for Circuit Judge Guy (Duval), in his family law case. Attorney Siddiqui's contract allows for withdrawal. The Court would have ultimate discretion as the trial date approached. Nonetheless, Mr. Stewart's choice to release Attorney Siddiqui would have been granted as Mr. Stewart would have indicated he had found another Attorney whom could conduct trial cheaper.
- 43) Agreed.
- 44a) Denied.

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<sup>18</sup> Speed trial ran while Attorney Siddiqui and his family had evacuated for Hurricane Irma.


44b) Denied.

44c) Denied.

44d) Denied.

44e) Denied.

Dated: 05/24/19

  
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