

IN THE SUPREME COURT OF FLORIDA

THE FLORIDA BAR,

Supreme Court Case No.

Complainant,

The Florida Bar File Nos.

v.

2016-00,473(4B) & 2016-00,517(4D)

CHRISTOPHER M. CHESTNUT,

Respondent.

_____ /

COMPLAINT

The Florida Bar, complainant, files this Complaint against Christopher M. Chestnut, respondent, pursuant to the Rules Regulating The Florida Bar and alleges:

1. Respondent is, and at all times mentioned in the Complaint was, a member of The Florida Bar, admitted on April 25, 2006, and otherwise subject to the jurisdiction of the Supreme Court of Florida.
2. Respondent resided and practiced law in Duval and Alachua Counties in Florida, at all times material.
3. The Fourth Judicial Circuit Grievance Committees "B" and "D" 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 members of those Committees.

RECEIVED, 08/16/2016 10:48:44 AM, Clerk, Supreme Court

COUNT I
THE FLORIDA BAR FILE NO. 2016-00,473(4B) -
ANTHONY DEMETRIUS JORDAN

4. As background, in 2008 Deidre Spear (“Ms. Spear”) and Anthony Demetrius Jordan, Sr. (“Mr. Jordan”) had a son, Anthony Demetrius Jordan, Jr. (“A.J.”).

5. Although they lived together for three years, they never married and eventually separated.

6. On or about February 6, 2014, Ms. Spear was killed in an automobile accident.

7. On the day of Ms. Spear’s death, Mr. Jordan picked A.J. up from school.

8. Later that day, Ms. Spear’s then boyfriend picked up A.J. from Mr. Jordan and took him to Ms. Spear’s mother, Ramona Berry’s home.

9. Thereafter, Ms. Berry refused to allow Mr. Jordan to see his son.

10. On or about February 7, 2014, while Ms. Berry was at the Gregory Levett Funeral Home making arrangements for her daughter’s funeral, respondent approached her and offered his services.

11. Respondent suggested the cost of the funeral could be covered by the estate and that he would take care of everything.

12. Ms. Berry signed respondent's contingency fee agreement and a statement of client's rights.

13. After signing up Ms. Berry, respondent and/or his employees then contacted Mr. Jordan for the wrongful death of Ms. Spear.

14. Feeling pressured, Mr. Jordan signed a blank contingency fee agreement and other paperwork which clearly identified him as A.J.'s father.

15. A few days later, Mr. Jordan met respondent and one of his employees at McDonalds.

16. Mr. Jordan eventually decided not to proceed with respondent's services.

17. Respondent's employee told Mr. Jordan that she would tear up his paperwork and throw it away.

18. On February 18, 2014, Levett Funeral Home faxed its bill/contract, signed by Ms. Berry on February 7, 2014, in the amount of \$12,170.80 to respondent's office.

19. On February 24, 2014, Ms. Berry, individually and as Personal Representative and Beneficiary of the Estate of Deidre Spear, executed an advance funding agreement with Universal Funds.

20. Included with the contract, as Exhibit A, was an Authorization for Attorney to Pay Universal Funds and an Acknowledgement of Authorization, allowing the loan to be repaid from the settlement proceeds.

21. The Authorization is signed by Ms. Berry and the Acknowledgement is signed by respondent.

22. On February 14, 2014, Mr. Jordan filed a Petition for Legitimation/Custody in the Superior Court, Family Division, Fulton County, Georgia, seeking custody of A.J.

23. The Legitimation Petition's return of service on Ms. Berry, dated March 30, 2014, clearly lists Mr. Jordan's address.

24. On or about March 3, 2014, Ms. Berry filed a Petition for Letters of Administration in the Estate of Deidre Spear with the Probate Court, Fulton County.

25. Ms. Berry's petition alleged that Mr. Jordan's address was unknown to her.

26. The Probate Court issued Letters of Administration to Ms. Berry and appointed her Administrator of the Spear Estate on March 26, 2014.

27. On or about March 19, 2014, Ms. Berry also filed a Petition for Temporary Letters of Guardianship of Minor, in the Probate Court, Fulton County, requesting that she be appointed temporary guardian of A.J.

28. Ms. Berry's petition again alleged that Mr. Jordan's address was unknown to her.

29. Based on that incorrect assertion, the Probate Court entered an Order of Service directing that Mr. Jordan be served by publication.

30. On April 15, 2014, the Probate Court entered an Order appointing Ms. Berry as the temporary guardian of A.J.

31. On or about May 19, 2014, the Superior Court, Family Division, entered a Temporary Order on Petition for Legitimation and Custody.

32. The Superior Court's order clearly states that "both parties" – Mr. Jordan and Ms. Berry – had been present at the 60-day status conference evidencing that Ms. Berry was aware of Mr. Jordan and his claim to A.J.

33. The Superior Court's order also states that "after brief testimony from both parties, the maternal grandmother [Ms. Berry], with whom the child has resided since the passing of his mother on February 6, 2014, stated she has no objection to allowing the Petitioner [Mr. Jordan] to visit with his child."

34. On or about May 28, 2014, Ms. Berry filed a Petition for Letters of Conservatorship of Minor in the Probate court requesting that she be appointed A.J.'s conservator based on his entitlement to settlement proceeds from the wrongful death of his mother.

35. Ms. Berry's petition again alleges that the "address for the Putative Father is unknown to the Petitioner."

36. On June 4, 2014, the Probate Court appointed Ms. Berry as conservator of A.J.'s proceeds.

37. On July 24, 2014, the Superior Court, Family Division, entered its Final Order on Petition for Legitimation and Custody.

38. The court awarded Mr. Jordan sole custody of A.J.

39. In addition, the court found "both parties agree that the Petitioner [Mr. Jordan] had always maintained contact with his child...that the Petitioner has continued to maintain regular visitation even after the mother passed away..."

40. The court ordered Ms. Berry to relinquish to Mr. Jordan physical custody of A.J. by 6 p.m. that evening.

41. In the interim, on or about June 26, 2014, Ms. Berry filed in the Probate Court a Petition to Compromise Doubtful Claim of Minor or Adult Ward.

42. The Probate Court issued its Final Order on October 30, 2014.

43. In that order, the court found that respondent had caused the foregoing events and that Ms. Berry was not to blame.

44. Specifically, the Probate Court found that respondent

although not a member of the State Bar of Georgia, was practicing law in the state of Georgia and knew, or should have known, that Ramona Barry was never going to be individually entitled to any proceeds from the

wrongful death of Deidre Spear, that Ramona Berry was never going to be a beneficiary of the Estate of Deidre Spear because Ms. Spear died intestate and her only heir was her minor son, and that Ramona Berry was not the Personal Representative of the Estate of Deidre Spear on either February 24, 2014 or February 25, 2014. The contract with Universal Funds was negotiated between Universal Funds and [respondent]. Ramona Berry never defrauded, misrepresented or deceived anyone; she never received any money and was not entitled to receive any money from the wrongful death of her daughter in any of the capacities listed on the contract of February 24, 2014 or February 25, 2014. The contract negotiated between Universal Funds and [respondent] with a \$3,050 origination/ processing fee and a 35.40% APR was unconscionable under the circumstances even if Ms. Berry had authority under any of the listed capacities, which she did not.”

45. The Probate Court also found that

a portion of the \$100,000 policy limits should be set aside for the benefit of the Estate of Deidre Spear. Accordingly, \$20,693 shall be allowed for the Estate of Deidre Spear for burial expenses, attorney fees and expenses of administration, and the remainder of the \$100,000 policy limits shall be allowed for the Estate of Anthony Demetrius Jordan, Jr. for the wrongful death of his mother. Therefore, the Court approves the settlement of the minor's claim for the wrongful death of his mother as follows:

a. Expenses:

(i) Attorney’s fees (Chestnut Firm) attributable to minor \$28,160.00

(ii) Expenses of litigation \$139.97

(iii) Ms. Bates’ attorney fees (Probate) attributable to minor \$1,488.00

(iv) Total of Expenses \$29,787.97

b. Cash to conservatorship \$49,519.03

c. Gross Settlement \$79,519.03

d. Net Settlement \$49,519.03

46. On January 20, 2015, Ms. Berry executed State Farm's release acknowledging receipt of \$79,307 as Conservator and \$20,693 as Administrator of Deidre Spear's Estate.

47. As indicated above, after all expenses were paid, A.J. was left with \$49,519.03.

48. On or about May 17, 2016, Mr. Jordan, as custodial parent of A.J., filed a Petition for Removal of Conservator and for an Accounting stating that Ms. Berry had been appointed Conservator and Guardian based on her repeated false representations to the court that she was unaware of his address and existence.

49. Mr. Jordan further stated in his Petition that the identity of A.J.'s paternal grandmother, Angela Jordan (his mother), had been completely concealed from the probate court, despite the fact that Ms. Berry and Ms. Jordan had cooperated extensively in the care of A.J.

50. By reason of the foregoing, respondent has violated the following Rules Regulating The Florida Bar: 4-1.1 (Competence), 4-1.5(a) (Illegal prohibited, or clearly excessive fees), 4-1.7(a)(2) (Conflict of interests), 4-1.8(a) (Conflict of interest; prohibited and other transactions), 4-2.1(Adviser), 4-4.1 (Truthfulness in statements to others), 4-5.5(a) (Unlicensed practice of law), 4-7.18

(a)(Direct contact with prospective clients), 4-8.4(a)(Misconduct), and 4-8.4(c) (Conduct involving dishonesty, fraud, deceit or misrepresentation).

51. Respondent has also violated Ethics Opinions 75-24 and 00-3.

COUNT II
THE FLORIDA BAR FILE NO. 2015-00,517(4D) -
TONI WASHINGTON

52. Ms. Toni Washington is the mother of Ms. Marcilyn Hestle who is the mother of Ty'Quarius Moultrie.

53. Ms. Washington is the representative for her daughter due to her daughter's disability.

54. On July 15, 2011, Ms. Washington's grandson, 22 month-old Ty'Quarius, was killed by stray bullets while playing in the kitchen of the apartment he lived in with his mother, Ms. Hestle.

55. Two days later, a man named Adrian called Ms. Washington.

56. Adrian told Ms. Hestle that he worked for respondent and that respondent wanted to take her case.

57. The following Monday, a man named Alfonso came to Ms. Washington's home making those same claims.

58. Ms. Washington told Alfonso that she needed someone else there with her and to come back the next day.

59. On July 19, 2011, Alfonso returned with respondent's contract for representation.

60. Ms. Washington signed the contract Alfonso presented.

61. However, given the commotion surrounding her grandson's death, Ms. Washington does not remember doing so.

62. Alfonso continued returning to Ms. Washington's house every day until the funeral the following Saturday.

63. After that, it was approximately a year and a half later before Ms. Washington heard from him again.

64. A few days after the funeral, respondent came to Pensacola Village Apartments to do an interview with the media.

65. Respondent barely spoke to Ms. Washington during that time.

66. On August 31, 2011, Ms. Washington entered into an agreement with Golden Pear Funding for an advance of \$5,000, minus a broker fee of \$900, against any settlement proceeds.

67. Respondent executed the Attorney's Certification on September 1, 2011, confirming that he had read the agreement and fully explained it to Ms. Washington.

68. Despite the initial loan amount of only \$5,000, the eventual pay-off to Golden Pear Funding was \$35,931.

69. Over the next few years, every time Ms. Washington, called respondent's office, someone new was handling her case and nobody seemed to know what was going on.

70. At some point in 2014, respondent's office called Ms. Washington and offered her \$10,000.

71. Ms. Washington declined and pressed for trial.

72. On April 8, 2015, the day before the scheduled mediation, respondent called Ms. Washington and told her that he was bringing Willie Gary on board.

73. The morning of the mediation, respondent attempted to get Ms. Washington to sign additional paperwork.

74. But on the advice of her friend, Ms. Washington's refused.

75. The mediation somehow continued and the case settled for \$600,000.

76. Both Ms. Washington and Ms. Hestle signed the Settlement and Confidentiality Agreement and Full Release of All Claims.

77. Thereafter Ms. Washington opened a bank account in her daughter's name.

78. When Ms. Washington later reviewed the account, she found a deposit for approximately \$135,000, not the \$268,282.66 indicated on the initial settlement memorandum, the revised settlement memorandum, or a third settlement

memorandum, which Ms. Washington and respondent appear to have executed on April 23, 2015.

79. Ms. Washington later discovered that Tyrone Moultrie, Ty'Quarius' father, also signed a settlement statement giving him approximately \$135,000 although the settlement statement executed by Ms. Washington had only her signature not Mr. Moultrie's.

80. This separate settlement statement, dated June 19, 2015, indicating a 50/50 split between Ms. Hestle and Mr. Moultrie, is signed by Mr. Moultrie and respondent.

81. But the June 19, 2015, settlement statement is completely different from the statement provided to Ms. Washington.

82. In addition to the four settlement statements mentioned above, there is a fifth settlement statement listing a pay-out of \$271,271.20 – once again completely different than any of the other four.

83. Over the next two to three months, Ms. Washington attempted to contact respondent, but he was never available.

84. Respondent finally contacted Ms. Washington after she had called the Bar to complain.

85. Respondent claimed that he had never received her messages.

86. After Ms. Washington questioned respondent about several things, he sent her an additional \$10,000, and claimed it was the money previously held for a possible Medicaid Lien.

87. According to Ms. Washington, on April 27, 2016, respondent called her and left a message asking her to drop her Bar complaint because “the crackers are trying to close me down cause [respondent] is taking white money giving it to black people.”

88. Ms. Washington also told the Bar that respondent had his investigator call her several times, but she refused to speak to him.

89. By reason of the foregoing, respondent has violated the following Rules Regulating The Florida Bar: 4-1.4(a) and (b) (Communication), 4-1.5(a) (Illegal prohibited, or clearly excessive fees), 4-5.3 (Supervising non-lawyers), 4-7.18(a) (Direct contact with prospective clients), and 4-8.4(a) (Misconduct).

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

Respectfully submitted,



Carlos Alberto Leon, Bar Counsel
The Florida Bar

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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 a copy provided via email to Respondent, Christopher M. Chestnut, at chris.chestnut@chestnutfirm.com; using the E-filing Portal and that a copy has been furnished by United States Mail via certified mail No. 7016 0750 0000 3623 6532, return receipt requested to Respondent, whose record bar address is 841 Prudential Dr., #1220, Jacksonville, FL 32207-8329 and via email to Carlos Alberto Leon, Bar Counsel, cleon@flabar.org, on this 16th day of August, 2016.

Adria E. Quintela

ADRIA E. QUINTELA
Staff Counsel

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

PLEASE TAKE NOTICE that the trial counsel in this matter is Carlos Alberto Leon, Bar Counsel, whose address, telephone number and primary email address are The Florida Bar, Tallahassee Branch Office, 651 East Jefferson Street, Tallahassee, Florida 32399-2300, (850) 561-5845, cleon@flabar.org. Respondent need not address pleadings, correspondence, etc. in this matter to anyone other than trial counsel and to Adria E. Quintela, Staff Counsel, The Florida Bar, Lakeshore Plaza II, Suite 130, 1300 Concord Terrace, Sunrise, Florida 33323, aquintel@flabar.org.

MANDATORY ANSWER NOTICE

RULE 3-7.6(h)(2), RULES OF DISCIPLINE, EFFECTIVE MAY 20, 2004,
PROVIDES THAT A RESPONDENT SHALL ANSWER A COMPLAINT.