IN THE SUPREME COURT OF FLORIDA

THE FLORIDA BAR,

Complainant,

v.

CHRISTOPHER M CHESTNUT,

Respondent.

_____/

Supreme Court Case No.
SC-

The Florida Bar File Nos.
2015-00,161(4B), 2015-00,505(4C),
2015-00,565(4D), 2016-00,047(4C),
2016-00,193(4A) & 2016-00,229(4B)

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, Florida, at all times material.

3. The Fourth Judicial Circuit Grievance Committees "A," "B," "C," and "D" found probable cause to file this Complaint pursuant to R. Regulating Fla. Bar 3-7.4.

4. This Complaint has been approved by the presiding member of each of those Grievance Committees.

COUNT I
TFB FILE NO. 2015-00,161(4B) - LAKAY SMITH

5. Respondent is not licensed to practice law in Georgia.

6. On July 28, 2012, Charles Smith was killed at an apartment complex in Woodbine, Georgia.

7. Soon after his death, his mother, LaKay Smith, contacted the Chestnut Law Firm for representation in a wrongful death action.

8. Michael Glover, an investigator for the Chestnut Firm and an unnamed associate, visited Ms. Smith at her home.

9. Glover and the unnamed associate told Ms. Smith that the Chestnut firm would take her case and file a lawsuit based on the lighting conditions at the apartment complex.

10. On or about July 31, 2012, Ms. Smith executed a blank Authority to Represent Wrongful Death Claim with the Chestnut Firm.

11. A second signature page, faxed from Glover Investigation on August 7, 2012, includes respondent's signature.

12. The Authority to Represent quoted an hourly rate for respondent of $500.00 if the case was settled before a lawsuit was filed, and a contingency fee of 40% of any gross recovery.

13. Also dated July 31, 2012, is a Statement of Client's Rights, executed by both Ms. Smith, with a second Statement of Client's Rights faxed from Glover Investigations, dated August 7, 2012, executed by respondent.

14. Over the next two years, Ms. Smith made multiple telephone calls to the Chestnut Law Firm.

15. During the entire pendency of the case, Ms. Smith never had any contact with respondent.

16. Ms. Smith generally communicated only with Glover who repeatedly assured her that they were working hard on her case.

17. On March 13, 2014, respondent sent a "case note" to his associate attorney, Andrae Reneau, requesting that he prepare a memo relating to the lack of foreseeability due to a low crime rate in the area.

18. In the case note, respondent discusses the facts of the case in detail.

19. Ms. Smith made several telephone calls and even sent a certified letter to respondent and his firm.

20. No one returned her telephone calls or responded to her letters.

21. On May 27, 2014, Mr. Harrison, Mr. Reneau's paralegal, sent an email to respondent and Mr. Reneau stating "We are dangerously close to the SOL in this matter. One of you needs to make a call to the numbers below to shut this matter down."

22. On June 11, 2014, Mr. Reneau sent an email to respondent stating, "Chris, it is imperative that you give Mike Glover a call and you guys give [Ms. Smith] a call today. If Glover is not available, then you definitely still have to give her a call today… Once Chris calls Ms. Smith today the necessary steps should be taken to close this file."

23. Two weeks before the statute of limitations was to run out, an unknown secretary from the Chestnut Law Firm called Ms. Smith and stated that the insurance company refused the claim.

24. Having heard nothing from respondent, Ms. Smith enlisted the help of her niece, Leavie Thomas, who called the Chestnut Firm on July 14, 2014, and spoke to Marcy who indicated that, Bill Harrison, paralegal to Andrae Reneau, but previously unknown to Ms. Smith, had her file.

25. Marcy told Ms. Smith that either Mr. Reneau or Mr. Harrison would return her call.

26. Ms. Smith e-mailed Mr. Harrison to get a copy of her file, but he never responded to her e-mails.

27. Finally, on July 21, 2014, Mr. Harrison replied to Ms. Thomas, stating that "Your attorney is Attorney Chestnut. I am his paralegal."

28. The e-mail further claimed that Harrison's attempts to contact Ms. Thomas were unsuccessful.

29. In an additional e-mail from Mr. Harrison to Ms. Thomas also dated July 21, 2014, he stated that he did not know a Marcy and that "Mr. Chestnut handles his own emails. … Your request for files or copies should be directed to Mr. Chestnut."

30. Ms. Smith continued to attempt to get her file from the Chestnut Law Firm so that she could take the case to another attorney, but no one responded to her requests.

31. Despite not being admitted in Georgia, it is apparent from the record that respondent was actively involved in the case.

32. By reason of the foregoing, respondent has violated the following Rules Regulating The Florida Bar: 4-1.1 (Competence), 4-1.2(a) (Lawyer to abide by client's decisions), 4-1.3 (Diligence), 4-1.4(a) and (b)(Communication), 4-3.2 (Expediting litigation), 4-5.1(Supervising lawyers),4-5.3(Supervising non-lawyer assistants), and 4-8.4(a) (Violate or attempt to violate the Rules of Professional Conduct).

COUNT II

TFB FILE NO. 2015-00,505(4C) - THE FLORIDA BAR

33. On or about July 2, 2012, Emanuel Baker, Sr. was involved in a catastrophic, work related accident in Alachua County, Florida, which left him a quadriplegic with brain damage.

34. On or about July 23, 2012, while Mr. Baker was in intensive care at Shands Hospital, Mrs. Jessie Baker and her son Tyrone met with respondent at his office.

35. Respondent agreed to represent the Bakers and presented them with a contingency fee agreement.

36. Respondent had crossed out the 33 1/3% fee and replaced it with a 28% fee regardless of the amount recovered.

37. Mrs. Baker executed the agreement on behalf of her husband.

38. Respondent did not explain the agreement or fee arrangement to Mrs. Baker and did not provide her with a Statement of Client's Rights.

39. When Mrs. Baker executed the agreement, Mr. Baker was in intensive care, under heavy sedation, and incapable of giving Mrs. Baker power of attorney to make decisions on his behalf.

40. Respondent made no attempt to ascertain whether or not Mr. Baker was mentally competent to make legal decisions on his own or to designate another to make those decisions for him.

41. In fact, at the time the first agreement was signed, respondent had not even been to Shands to see his client.

42. In late July or early August 2012, Mr. Baker was moved from Shands to the Shepherd Center, a spinal cord and brain injury rehabilitative center in Georgia, where he was recuperating. Mrs. Baker spent the majority of her time at the center with her husband.

43. On or about September 1, 2012, respondent sent his authorized non-attorney agent to see Mrs. Baker while she was at Shepherd with various documents for her signature.

44. The explanation given to the family was that there had been a "typo" in a previous power of attorney and Mrs. Baker simply needed to execute another one.

45. There was no previous power of attorney.

46. One of the documents that Mrs. Baker was directed to sign was a new contingency fee agreement entitled "Authority to Represent" which now provided for a 40% contingency fee regardless of the amount recovered.

47. Paragraph 3 of the agreement reads: "The undersigned clients understand that the percentages set forth in Paragraph 1(a) through (e) above exceed the standard amounts established by the Rules Regulating the Florida Bar. However, the undersigned clients are unable to obtain representation in this case

from the attorneys of his/her choice, namely THE CHESTNUT FIRM, because of the limitations set forth in the Rules Regulating The Florida Bar. Therefore, after having been advised of his/her rights, the undersigned clients agree to the terms of this contract in order to obtain counsel of his/her choosing."

48. The claim that the Bakers were unable to obtain representation from the Chestnut Firm is false, as they "obtained representation" the previous July when Mrs. Baker executed the initial Contingency Fee Agreement.

49. Mrs. Baker was also directed to sign a "Consent of Petitioner," alleging that the Bakers "…have a full and complete understanding of their rights as specified in the Statement of Client's Rights which has been previously signed."

50. No Statement of Client's Rights had ever been executed by either Mr. or Mrs. Baker.

51. In addition, no explanation was given to Mr. or Mrs. Baker regarding what Mrs. Baker was signing, the consequences of her executing the documents or any rights that she was waiving on her husband's behalf.

52. Respondent's agent then took the documents with her without leaving copies for the Bakers.

53. Again, at the time of the execution of the Authority to Represent and the Consent of Petitioner, Mrs. Baker did not possess a valid power of attorney allowing her to consent to the representation of her husband.

54. On or about October 5, 2012, respondent filed suit on behalf of the Bakers against the parties responsible for Mr. Baker's injuries.

55. On or about October 26, 2012, pursuant to defendant, Osmose Utilities Services, Inc.'s motion, the case was removed to the U.S. District Court for the Northern District of Florida.

56. On or about March 6, 2013, respondent directed his associate attorney to appear on his behalf, ex-parte, before Alachua County Circuit Judge Hulslander with a Petition for Order Approving Attorney's Fee Contract.

57. The Petition stated, among other things, that the Bakers "have a full and complete understanding of their rights," that they "completely understand the terms of the contingency fee contract," that they "executed a document under oath entitled Consent of Petitioner," and that they request the court approve the 40% contingency fee.

58. Judge Hulslander met with the associate, but questioned his jurisdiction to rule on the petition since the case had been removed to federal court.

59. In addition, the judge requested that respondent or a member of his firm return with the clients so that he could be assured that they were, in fact, aware of, and in agreement with, the petition.

60. Having failed to obtain approval from Judge Hulslander, respondent directed his associate to take the same Petition for Order Approving Attorney's Fee Contract to a judge in Duval County and attempt to have it approved there.

61. The case style on the front page of the Petition was changed from "Alachua County" to "Duval County."

62. The associate, however, testified at his deposition that he felt that attempt was unethical and amounted to forum shopping and declined to approach a Duval judge for approval.

63. Respondent knew, or should have known, that in accordance with Rule 4-1.5(f)(4)(b)(ii), ". . . the client may petition the court…for approval of any fee contract between the client and an attorney of the client's choosing. The application for authorization shall be given if the court determines the client has a complete understanding of the client's rights and the terms of the proposed contract. The application for authorization of such a contract can be filed as a separate proceeding before suit or simultaneously with the filing of a complaint."

64. At no time was this explained to the Bakers and no petition was ever executed by the Bakers.

65. In June 2013, the then federal case settled for $8 million and on June 21, 2013, United States District Judge Robert L. Hinkle entered an Order for

Dismissal reserving jurisdiction to enforce the order to comply with the settlement agreement.

66. On or about June 28, 2013, respondent went to the Bakers' home, induced Mr. Baker to sign the settlement check and attempted to induce him to execute a Settlement Memorandum which allocated a flat 40% fee and costs of $473,708.

67. Included in the costs were charges for rental of private chartered jets, lodging at the Four Seasons Hotel, and numerous duplicative charges for consultation and deposition costs.

68. In addition, the Settlement Memorandum falsely represented to the Bakers that the Workers' Compensation claim had been settled for $300,000 when, in fact, there had been no such settlement.

69. On or about June 29, 2013, respondent returned to the Baker's home and, again, attempted to induce Mr. Baker to sign the Settlement Memorandum.

70. Mr. Baker objected to both the fees and costs and refused to sign the memorandum.

71. On July 6, 2013, respondent returned to the Bakers' home for a third time and attempted to induce Mr. Baker to sign the Settlement Memorandum.

72. Again, Mr. Baker refused.

73. On August 12, 2013, the Bakers filed a lawsuit against respondent, alleging that, among other things, respondent had enticed Mrs. Baker to execute the initial contingency fee agreement for 28% and then the Authority to Represent for 40%.

74. On August 19, 2013, respondent filed a Petition for Approval of Attorney Fee Contract in the Baker v. Chestnut case claiming that the Consent of Petitioner was "intelligently, intentionally and voluntarily executed by Mrs. Baker in the conscious and coherent presence of Mr. Baker…"

75. Based on that statement respondent requested the court approve the 40% fee although he also admitted that the Bakers "will likely claim they did not have a complete understanding of their rights…"

76. On August 21, 2013, in the original state circuit court case (Baker v. Osmose), respondent filed Counsel for the Plaintiffs' Motion to Reopen the Case Only to Hear Petition for Approval of Attorney Fee Contract, along with his Petition for Approval, asking that the court uphold the terms of the Authority to Represent and award respondent 40% of the entire $8 million settlement.

77. On November 15, 2013, the state court denied the motion.

78. On August 26, 2013, Judge Hulslander entered an order that, within 24 hours, the settlement proceeds would be placed into a restricted account at SunTrust Bank.

79. On October 13, 2014, the Bakers' Motion for Partial Summary Judgment Declaring Contracts Void was heard by Judge Monaco.

80. On October 21, 2014, Judge Monaco entered an order finding "[t]he fee portion of the Contingency Fee Agreement dated July 23, 2012 for a contingency fee of 28% is void as against public policy because it violates Rule 4-1.5 of the Rules Regulating the Florida Bar. There are no genuine issues of material fact in dispute about the violation of the Rules Regulating the Florida Bar and Plaintiffs are entitled to partial summary judgment as a matter of law."

81. The court then ruled the 28% contingency fee void and unenforceable to the extent it exceeded Rule 4-1.5 and that the Authority to Represent was moot as the Court had already found it to be unenforceable for lack of consideration.

82. On November 18, 2013, Judge Monaco entered an order releasing $4,360,906.10 to the Law Office of Rush & Glassman, Trust Account, with $208,000 to be paid to Dean, Ringer, Morgan & Lawton, P.A. to satisfy the Workers' Compensation Lien.

83. The Baker v. Chestnut case proceeded to trial.

84. On December 9, 2014, the jury found that respondent breached his fiduciary duty to the Bakers, committed civil theft, and exploited the Bakers.

85. Finally, on February 27, 2015, Judge Monaco entered an Order dismissing the case with prejudice.

86. By reason of the foregoing, respondent has violated the following Rules Regulating The Florida Bar: 4-1.5(a)(Excessive fee), (d)(Enforceability of contracts), (e)(Duty to communicate), and (f)(Contingent fees), 4-3.3(Candor); 4-5.1(Supervising lawyers), 4-5.3 (Supervising non-lawyers), 4-8.4(a)(Misconduct), and 4-8.4(c)(Dishonesty, fraud, deceit, or misrepresentation).

COUNT III
TFB FILE NO. 2015-00,565(4D) - JOHNNY WINTHROP POWELL

87. Respondent is not licensed to practice law in the State of Maryland.

88. Respondent advertised via the internet in Maryland that one of his practice areas was "hazing injury" claims and that respondent's attorneys handle hazing claims across the country and that "he can be anywhere in the United States within 24 hours."

89. Johnny Powell was a student at Stevenson University, but was pledging to a fraternity, Kappa Alpha Psi, at Coppin State University in Baltimore, Maryland because Stevenson University did not have a Kappa Alpha Psi fraternity chapter there.

90. Due to respondent's advertisements and website, Mr. Powell, who was a victim of hazing while pledging for the Kappa Alpha Psi, contacted respondent.

91. Mr. Powell's hazing occurred in February, 2013.

92. Mr. Powell provided specific details to respondent of who injured him, what was done to him, where it occurred, when it happened, and how it happened.

93. After being hazed, Mr. Powell spent five days in the hospital recovering from his injuries.

94. Respondent never disclosed to Mr. Powell that neither he, nor anyone at his firm, was licensed to practice law in Maryland.

95. In March, 2013, Mr. Powell executed a retainer agreement and returned it to respondent.

96. Thereafter, the Powell case was assigned to Kim Yozgat.

97. Several months passed during which Mr. Powell called respondent's firm and left messages for respondent.

98. Mr. Powell's calls were never returned.

99. When Mr. Powell did speak to someone at the Chestnut Firm, he was told that respondent's firm was still conducting background checks on the persons he had named and would give him a call if additional information was required.

100. At some point Mr. Powell's case was transferred to Holly Williamson.

101. Several months passed again.

102. Mr. Powell called respondent's firm and left messages, but his calls were not returned.

103. In one of his calls to the Chestnut Firm, Mr. Powell discovered that his case had been transferred to Candice Elliot -- a paralegal.

104. In January 2015, almost two years after he retained The Chestnut Firm, Mr. Powell called to terminate his contract with respondent's firm because no lawsuit had been filed.

105. At that time, Mr. Powell spoke with attorney Jamie Agnew.

106. Mr. Powell asked Ms. Agnew for a copy of the Tort Claim that respondent's office filed with the Maryland Treasurer.

107. Ms. Agnew told Mr. Powell that she had never heard of that term.

108. Mr. Powell also followed up a few days later with an email requesting a copy of his contract and any additional information from his file that could be provided.

109. Ms. Agnew emailed him the contingency fee agreement, respondent's statement of client's rights, and client authorization (for release of information).

110. All had been signed by Mr. Powell in March 2013.

111. At no time did respondent or anyone at his firm inform Mr. Powell that the firm had failed to comply with the Maryland Tort Claims Act.

112. The Act requires that a written notice of claim be served to the State Treasurer or its designees within one year of the alleged injury.

113. As a result of respondent's failure to comply with the Maryland Tort Claims Act, Mr. Powell's claims against the State of Maryland and Coppin State University were forever barred and lost.

114. As a result of respondent's lack of diligence in bringing the claims against the individuals that injured Mr. Powell within one year, the statute of limitations had run and Mr. Powell was forever barred from bringing an action against his attackers as well.

115. Mr. Powell subsequently hired a new attorney, Jimmy Bell, Esq.

116. On February 3, 2015, Mr. Bell e-mailed Ms. Agnew and requested a copy of Mr. Powell's file.

117. Ms. Agnew responded to Mr. Bell that there were no records to turn-over to him because no insurance or medical records were ever received.

118. On February 9, 2015, Mr. Bell, sent a letter to respondent at his personal e-mail address and to The Chestnut Firm.

119. Respondent failed to respond to Mr. Bell.

120. On February 25, 2015, Mr. Powell filed suit against respondent and his firm in the U.S. District Court for the District of Maryland seeking damages in excess of $2,000,000.

121. By reason of the foregoing, respondent has violated the following Rules Regulating The Florida Bar: 4-1.1 (Competence), 4-1.3 (Diligence), 4-1.4(a)

and (b)(Communication), Rule 4-3.2 (Expediting Litigation), 4-5.1 (supervising lawyers), 4-5.5 (Unlicensed Practice of Law), and Rule 4-8.4(a) (Violate or attempt to violate the Rules of Professional Conduct).

COUNT IV
TFB FILE NO. 2016-00,047(4C) – ANDREW LEVY

122. Andrew Levy hired respondent in late 2012 or early 2013 to represent him in an insurance denial claim against Allstate Insurance Company.

123. Several months later, Mr. Levy met with Kim Yozgat who told him that a demand latter would be sent.

124. Mr. Levy has heard nothing more since.

125. On December 10, 2013, Mr. Levy emailed Samantha Wright, respondent's legal assistant, and requested that she contact him as he had called for Kim and was informed he no longer worked there.

126. Mr. Levy further stated that he was concerned the statute of limitations would run.

127. On February 1, 2015, Mr. Levy emailed Erin White, again asking about the status of his case.

128. Ms. White responded that his information had been sent to Kellie Hill, the managing attorney, to be reassigned to a new paralegal as the paralegal handling the case was no longer with the firm.

129. On February 27, 2015, Mr. Levy again wrote to Ms. White advising he had not heard from anyone and requested someone contact him.

130. Mr. Levy indicated that he had trusted The Chestnut Firm and felt that he had been "brushed aside."

131. On March 11, 2015, having had no update on his case, Mr. Levy again requested contact and an update.

132. Mr. Levy later received a letter dated May 1, 2015 – some 2 ½ years after hiring respondent – stating "After a careful review of your case, we have chosen not to pursue your civil claim."

133. On or about June 6, 2015, Mr. Levy requested his complete file and contact information for respondent's professional liability carrier.

134. Upon receiving no response, Mr. Levy contacted his insurance company who provided him with two emails received in February 2014 from respondent's paralegal, Bill Harrison.

135. Those emails simply confirmed that Mr. Levy had filed a claim and that it had been denied.

136. Although respondent claims that he was completely unaware of Mr. Levy's case, Mr. Levy remembers speaking to respondent who personally assured him that The Chestnut Firm would "take care of it" and "not to worry."

137. By reason of the foregoing, respondent has violated the following Rules Regulating The Florida Bar: 4-1.3 (Diligence), 4-1.4(a) and (b) (Communication), 4-5.1 (Supervising lawyers), 4-5.3 (Supervising non-lawyers), and 4-8.4(a)(Misconduct).

COUNT V
TFB FILE NO. 2016-00,193(4A) – DR. JOHN T. HOEHN

138. Dayna McGregor hired The Chestnut Firm to represent her after an auto accident.

139. She was referred to Dr. John T. Hoehn, Chiropractic Physician, for treatment.

140. Ms. McGregor executed Dr. Hoehn's Letter of Protection ("LOP") and Notice of Doctor's Lien on March 23, 2012.

141. But previously, on March 7, 2012, respondent executed his own "Letter of Protection – Authorization for Payment" on The Chestnut Firm letterhead.

142. Respondent's LOP indicates that it was faxed on March 12, 2012.

143. In October 2012, Ms. McGregor's bill amounted $4,075 comprising two statements (due to a change in Dr. Hoehn's billing system).

144. On or about September 26, 2013, respondent's firm wrote to Dr. Hoehn stating that Ms. McGregor's balance was $3,652.

145. Respondent's firm requested that the account be settled for $1,500.

146. Although this amount mistakenly represented only part of the balance due, on September 30, 2013, Dr. Hoehn's office responded that in order to accept such a large reduction, they would need to see the settlement statement.

147. On or about November 1, 2013, respondent wrote to Dr. Hoehn inquiring about their total "liability" in Ms. McGregor's case.

148. Respondent's letter correctly identifies the amount owed as $4,075.

149. On or about December 12, 2013, Dr. Hoehn's office responded advising that the total owed was $4,075.

150. Dr. Hoehn provided both billing statements and again informed respondent that if any reduction were to be considered, a settlement statement would need to be provided.

151. Respondent never provided Dr. Hoehn with the settlement statement.

152. In early 2015, Dr. Hoehn's office received a check from respondent's firm for $423.

153. That amount represented the total from the first bill only.

154. Dr. Hoehn was still owed $3,652.

155. Respondent's check indicated "payment in full."

156. On May 29, 2015, Dr. Hoehn's office communicated with respondent's office, informing them of the remaining balance due.

157. On June 8, 2015, Dr. Hoehn's office sent a letter to respondent detailing the remaining charges and informing respondent that pursuant to the LOP, the full balance was due and Dr. Hoehn had not agreed to accept anything less.

158. Dr. Hoehn further advised that his office had spoken with Attorney Jamie Agnew, one of respondent's associates, who indicated that she would provide a copy of the settlement statement.

159. No such statement was ever provided.

160. On July 10, 2015, Dr. Hoehn's office returned the $423 check to respondent because check indicated "payment in full."

161. On August 4, 2015, Ms. Agnew wrote to Dr. Hoehn claiming that the previous $423 payment had been a mistake.

162. Ms. Agnew offered to compromise the dispute for $1,000.

163. Respondent's settlement statement is dated February 12, 2015, and incorrectly states that the balance due Dr. Hoehn's was $1,336 (as opposed to the also incorrect amount of $3,652, which respondent's office previously acknowledged).

164. Respondent's settlement statement also indicates that Dr. Hoehn agreed to reduce the debt by $913 leaving a balance of only $423.

165. Dr. Hoehn denies that any such reduction was agreed to and further states that respondent was told that if any reduction were to be considered, it would not be until a copy of the settlement statement was provided.

166. However, the settlement statement was not provided until August 2015.

167. On August 17, 2015, Dr. Hoehn's office responded with a "final offer" of $2,000.

168. All further attempts at communication failed.

169. By reason of the foregoing, respondent has violated the following Rules Regulating The Florida Bar: 4-8.4(a)(Misconduct), 5-1.1(e)(Notice of receipt of trust funds, delivery, accounting), and 5-1.1(f)(Disputed ownership of trust funds).

COUNT VI
TFB FILE NO. 2016-00,229(4B) – KASHARA TAYLOR

170. On January 25, 2011, Kashara Taylor met with respondent at the mortuary where her son, Antonio Lamar Gordon, Jr.'s, funeral was being held, following his murder at a bowling alley on January 18, 2011.

171. Respondent discussed taking the wrongful death case, his contract, and his fees.

172. He presented Ms. Taylor with a letter thanking her for consulting with The Chestnut Firm, dated "January 20, 2011" – five days before the meeting at the funeral home.

173. On July 14, 2011, Kathy Winkleman, respondent's "case manager," sent Ms. Taylor a short letter explaining that they were investigating, it might take time and, to be patient.

174. Ms. Taylor received Ms. Winkleman's additional update letters dated August 26, 2011, September 3, 2011, November 22, 2011, and January 31, 2012.

175. The January letter claimed they were "finalizing the complaint package to be filed with the courts."

176. Ten months later, Ms. Taylor received another update letter dated October 25, 2012, but this time from Carine Abraham, a new "case manager."

177. This letter also said they were "finalizing all documentation needed to support your complaint" and that ". . . once complete, the complaint would be filed with the clerk of court."

178. According to Ms. Taylor, one year after taking the case, all communication with respondent ceased.

179. Personnel were constantly changing, a total of six different people worked on her case, and Ms. Taylor never knew from one day to the next whom to contact.

180. Respondent filed a complaint in Marion County Circuit Court on January 4, 2013.

181. Ms. Taylor later received an update letter dated July 19, 2013, from Stephanie Camille, a "legal assistant," informing her that the bowling alley had filed for bankruptcy and an automatic stay had been granted.

182. As a result, The Chestnut Firm was working with bankruptcy attorney Paysinger, who would "modify the provision of the bankruptcy in order to allow us to continue pursuing our suit…."

183. Ms. Taylor then received respondent's letter dated August 29, 2013, informing her that attorney Todd Hingson was no longer employed with the firm.

184. Respondent's letter also advised that because Mr. Hingson would not be accepting any client files from The Chestnut Firm, her file would remain with the firm.

185. On May 1, 2015, over four years after undertaking representation, respondent advised Ms. Taylor he could no longer represent her.

186. Respondent failed, however, to file any motion with the court, and remained counsel of record.

187. On September 25, 2015, Defendant's Motion to Dismiss was granted, with respondent having failed to appear or petition the court for an order allowing him to withdraw.

188. As of respondent's December 1, 2015 response, he still claims that he is counsel of record in the case, but seems unaware that the case was dismissed in September.

189. By reason of the following, respondent has violated the following Rules Regulating The Florida Bar: 4-1.1(Competence), 4-1.3(Diligence); 4-1.4(a) &(b)(Communication), 4-3.2(Expediting litigation), 4-5.1(Supervising lawyers), 4-5.3(Supervising non-lawyer assistants), 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.

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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. 7015 0640 0001 2063 4331, 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 6th day of May, 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 and cleon@flabar.org. Respondent need not address pleadings, correspondence, etc. in this matter to anyone other than trial counsel and to 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.