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WILLIAM KALISH

FILE No. 070710-147439

July 30, 2020

VIA FEDEX OVERNIGHT DELIVERY

The Honorable Paul Huey Judge - Thirteenth Judicial Circuit 800 E. Twiggs Street, Suite 527 Tampa, Florida 33602

Re: The Property Advocates, P.A.

Dear Judge Huey:

This letter is to advise you that I represent the law firm The Property Advocates, P.A., formerly known as The Strems Law Firm, P.A. entity (the "FIRM.") In connection therewith, this letter is in response to an email from Sandra Duncan, your Judicial Assistant, sent to four lawyers of the FIRM on July 23, 2020, a copy of which is attached as **Exhibit A**.

I was engaged by the law firm (the "FIRM") to assure its compliance with the June 9, 2020 Order issued by the Supreme Court of Florida in *The Florida Bar vs. Scot Strems*. It is imperative to note that the order was directed to Mr. Strems although the law firm and its clients were impacted in varying degrees by the Order. A copy of the Order is attached as **Exhibit B**.

As you read the Order, the introductory paragraph orders that Scot Strems is suspended from the practice of law, then beginning with paragraph a. on the first page, the Court has ordered Mr. Strems to do or not do a variety of chores (e.g., prohibiting accepting new clients (Par a.); sending notices and the Order to all clients, opposing counsel the courts, (Par b.), various prohibitions and sending notices regarding trust accounts.

Under such circumstances, Rule 4-1.16 of the Rules Regulating the Florida Bar most pointedly governs Mr. Strems' carrying out the Order. A copy of Rule 4-1.16 is attached as **Exhibit C**. This rule deals with a lawyer who must "withdraw from the representation of the client if the representation will result in violation of the Rules of Professional Conduct." Rule 4-1-1.16(a)(1). Mr. Strems left the firm and is no longer a stockholder, officer and director of the Firm.

Rule 4-1.16 (b)(1) cautions that the withdrawal should "be accomplished without material adverse effect on the interests of the client." Mr. Strems has not handled on a regular basis virtually any of the clients of the firm. Three existing lawyers at the firm have become officers of the firm, and two

COUNSELORS AT LAW

TAMPA . CLEARWATER . ST. PETERSBURG

The Honorable Paul Huey July 30, 2020 Page 2

lawyers as directors. See the attached Amended Annual Statement, a copy of which is attached as **Exhibit D**. Moreover, the name of the Firm was changed to The Property Advocates, P.A., so that Mr. Strems' name will not be attached to the firm – and, at the same time, the most important aspect of the Rule, i.e., "without material adverse effect on the interests of the client." The clients continue to remain clients of the Firm, albeit with a name change – and, most importantly, the clients will continue to be represented by the *same lawyers* both before and after the issuance of the Order. Attached hereto as **Exhibit E** is a copy of the change of the name with the Florida Secretary of State dated July 9, 2020, thereby ensuring that the clients' representation will be "without material adverse effect on the interests of the client." *Ibid*.

Turning to your Directive mandating an additional document be filed on all of your cases involving The Property Advocates, P.A., the FIRM's clients are at all materials times hereto, that is before, during and after the Order, the clients were and are clients of The Property Advocates, P.A., formerly known as The Strems Law Firm, P.A.

We are aware that there are some who may believe that the Firm was required to follow the Sale of Law Practice under Rule 4-1.17. A copy this rule is also attached hereto as part of Exhibit C. While this Rule conceivably *may* be employed, it is hardly mandated. The Order does NOT deal with the law firm and does NOT require the law firm to be sold. Instead, the Order requires Mr. Strems to follow various steps as set forth above – all of which have been accomplished, and NONE of which require the sale of the practice. Mr. Strems has no interest in the law firm and does NOT practice law. The transition has been carried out with the interests of the clients first and foremost. The clients continue to be represented by the *same* licensed members of The Florida Bar before, during and after the Order was issued.

In the event you have any additional inquiries, please advise me as expeditiously as possible.

Sincerely,

JOHNSON, POPE, BOKOR, RUPPEL

& BURNS, LLP

William Kalish

WK/mlw

Enclosures – Exhibits A-E

cc: Sandra Duncan, JA (via email to Sandra.Duncan@fljud13.org)

Hunter Patterson

From: Duncan, Sandra < Sandra. Duncan@fljud13.org >

Sent: Thursday, July 23, 2020 2:39 PM

To: Jonathan Drake; Hunter Patterson; Orlando Romero; Christopher Narchet

Cc: Cynthia Montoya

Subject: Circuit Civil, Division I - hearings before Judge Paul Huey

[EXTERNAL EMAIL] DO NOT CLICK links or attachments if your are unsure.

Attorneys:

For any hearings taking place before Judge Huey, Circuit Civil, Division I, Hillsborough County, Florida, please e-file and upload to JAWS proof signed by your client in each case that they have hired specifically "The Property Advocates, P.A." Thank you.

**PLEASE SEND ALL REPLIES ONLY TO: circivdivi@fljud13.org

(DO NOT SEND DUPLICATIVE EMAILS as this will delay a response.)



Sandra Duncan
Judicial Assistant to the Honorable Paul L Huey
800 E. Twiggs Street, Room 527
Tampa, FL 33602
P: (813) 272-5414

**BEFORE EMAILING THE DIVISION, please review the Court's Procedures/Preferences at: http://www.fljud13.org/JudicialDirectory/PaulLHuey/ProceduresPreferences.aspx

** PLEASE COPY ALL PARTIES ON ALL COMUNICATIONS TO THE COURT <u>AND</u> INCLUDE THE ENTIRE EMAIL CHAIN IN YOUR RESPONSE **

(FAILURE TO DO SO CAUSES ADDITIONAL WORK FOR THE COURT, WHICH WILL CAUSE A SUBSTANTIAL DELAY IN A RESPONSE TO YOUR EMAIL)

Supreme Court of Florida

TUESDAY, JUNE 9, 2020

CASE NO.: SC20-806 Lower Tribunal No(s).: 2018-70,119 (11C-MES); 2019-70,311 (11C-MES); 2020-70,440 (11C-MES); 2020-70,444 (11C-MES)

THE FLORIDA BAR

vs. SCOT STREMS

Petitioner(s)

Respondent(s)

The Petition for Emergency Suspension filed pursuant to Rule 3-5.2 of the Rules Regulating the Florida Bar is approved and it is hereby ordered that Respondent is suspended from the practice of law until further order of this Court, and Respondent is ordered:

a. to accept no new clients from the date of this Court's order and to cease representing any clients after thirty days of this Court's order. In addition, Respondent shall cease acting as personal representative for any estate, as guardian for any ward, and as trustee for any trust and will seek to withdraw from said representation within thirty days from the date of this Court's order and will immediately turn over to any successor the complete financial records of any estate, guardianship or trust upon the successor's appointment;

EXHIBIT B

CASE NO.: SC20-806

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- b. to immediately furnish a copy of Respondent's suspension order to all clients, opposing counsel and courts before which Respondent is counsel of record and to furnish Staff Counsel of The Florida Bar with the requisite affidavit listing all clients, opposing counsel and courts so informed within thirty days of this Court's order;
- c. to stop disbursing or withdrawing any monies from any trust account related to Respondent's law practice without approval of the Florida Supreme Court or a referee appointed by the Florida Supreme Court or by order of the circuit court in which an inventory attorney has been appointed. In addition, Respondent shall deposit any fees or other sums received in connection with the practice of law or in connection with the Respondent's employment as a personal representative, guardian or trustee, paid to the Respondent within thirty days of this Court's order from which withdrawal may only be made in accordance with restrictions imposed by this Court, and to advise Bar Counsel of the receipt and location of said funds within thirty days of this Court's order;
- d. to stop withdrawing any monies from any trust account or other financial institution account related to Respondent's law practice or transfer any ownership of real or personal property purchased in whole or part with funds properly belonging to clients, probate estates for which Respondent served as personal

CASE NO.: SC20-806

Page Three

representative, guardianship estates for which Respondent served as guardian, and trusts for which Respondent served as trustee without approval of the Florida Supreme Court or a referee appointed by the Florida Supreme Court or by order of the circuit court in which an inventory attorney has been appointed;

- e. to immediately notify in writing all banks and financial institutions in which Respondent maintains an account related to the practice of law, or related to services rendered as a personal representative of an estate, or related to services rendered as a guardian, or related to services rendered as a trustee, or where Respondent maintains an account that contains funds that originated from a probate estate for which Respondent was personal representative, guardianship estate for which Respondent was guardian, or trust for which Respondent was trustee, of the provisions of respondent's suspension and to provide said financial institutions with a copy of this Court's order, and furthermore, to provide Bar Counsel with a copy of the notice sent to each bank or financial institution; and
- f. to immediately comply with and provide all documents and testimony responsive to a subpoena from The Florida Bar for trust account records and any related documents necessary for completion of a trust account audit to be conducted by The Florida Bar.

CASE NO.: SC20-806

Page Four

The Court hereby authorizes any Referee appointed in these proceedings to determine entitlement to funds in any trust account(s) frozen as a result of an Order entered in this matter.

Not final until time expires to file motion for rehearing, and if filed, determined. The filing of a motion for rehearing shall not alter the effective date of this suspension.

CANADY, C.J., and POLSTON, LABARGA, LAWSON, and MUÑIZ, JJ., concur. COURIEL, J., did not participate.

A True Copy Test:

John A. Tomasino Clerk, Supreme Court



ca Served:

JOHN DEREK WOMACK MARK ALAN KAMILAR SCOTT KEVORK TOZIAN PATRICIA ANN TORO SAVITZ some persons of advanced age can be quite capable of handling routine financial matters while needing special legal protection concerning major transactions.

The fact that a client suffers a disability does not diminish the lawyer's obligation to treat the client with attention and respect. If the person has no guardian or legal representative, the lawyer often must act as de facto guardian. Even if the person does have a legal representative, the lawyer should as far as possible accord the represented person the status of client, particularly in maintaining communication.

If a legal representative has already been appointed for the client, the lawyer should ordinarily look to the representative for decisions on behalf of the client. If a legal representative has not been appointed, the lawyer should see to such an appointment where it would serve the client's best interests. Thus, if a disabled client has substantial property that should be sold for the client's benefit, effective completion of the transaction ordinarily requires appointment of a legal representative may be expensive or traumatic for the client. Evaluation of these considerations is a matter of professional judgment on the lawyer's part.

If the lawyer represents the guardian as distinct from the ward and is aware that the guardian is acting adversely to the ward's interest, the lawyer may have an obligation to prevent or rectify the guardian's misconduct. See rule 4-1.2(d).

Disclosure of client's condition

Rules of procedure in litigation generally provide that minors or persons suffering mental disability shall be represented by a guardian or next friend if they do not have a general guardian. However, disclosure of the client's disability can adversely affect the client's interests. The lawyer may seek guidance from an appropriate diagnostician.

Amended July 23, 1992, effective January 1, 1993 (605 So.2d 252).

RULE 4-1.15 SAFEKEEPING PROPERTY

Compliance With Trust Accounting Rules. A lawyer shall comply with The Florida Bar Rules Regulating Trust Accounts.

Amended July 23, 1992, effective Jan. 1, 1993 (605 So.2d 252);, April 25, 2002 (820 So.2d 210).

RULE 4-1.16 DECLINING OR TERMINATING REPRESENTATION

- (a) When Lawyer Must Decline or Terminate Representation. Except as stated in subdivision (c), a lawyer shall not represent a client or, where representation has commenced, shall withdraw from the representation of a client if:
 - (1) the representation will result in violation of the Rules of Professional Conduct or law;

EXHIBIT C

- (2) the lawyer's physical or mental condition materially impairs the lawyer's ability to represent the client;
 - (3) the lawyer is discharged;
- (4) the client persists in a course of action involving the lawyer's services that the lawyer reasonably believes is criminal or fraudulent, unless the client agrees to disclose and rectify the crime or fraud; or
- (5) the client has used the lawyer's services to perpetrate a crime or fraud, unless the client agrees to disclose and rectify the crime or fraud.
- **(b) When Withdrawal Is Allowed.** Except as stated in subdivision (c), a lawyer may withdraw from representing a client if:
 - (1) withdrawal can be accomplished without material adverse effect on the interests of the client;
 - (2) the client insists upon taking action that the lawyer considers repugnant, imprudent, or with which the lawyer has a fundamental disagreement;
 - (3) the client fails substantially to fulfill an obligation to the lawyer regarding the lawyer's services and has been given reasonable warning that the lawyer will withdraw unless the obligation is fulfilled;
 - (4) the representation will result in an unreasonable financial burden on the lawyer or has been rendered unreasonably difficult by the client; or
 - (5) other good cause for withdrawal exists.
- (c) Compliance With Order of Tribunal. A lawyer must comply with applicable law requiring notice or permission of a tribunal when terminating a representation. When ordered to do so by a tribunal, a lawyer shall continue representation notwithstanding good cause for terminating the representation.
- (d) Protection of Client's Interest. Upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interest, such as giving reasonable notice to the client, allowing time for employment of other counsel, surrendering papers and property to which the client is entitled, and refunding any advance payment of fee or expense that has not been earned or incurred. The lawyer may retain papers and other property relating to or belonging to the client to the extent permitted by law.

Comment

A lawyer should not accept representation in a matter unless it can be performed competently, promptly, without improper conflict of interest, and to completion. Ordinarily, a representation in a matter is completed when the agreed-upon assistance has been concluded. See rule 4-1.2, and the comment to rule 4-1.3.

Mandatory withdrawal

A lawyer ordinarily must decline or withdraw from representation if the client demands that the lawyer engage in conduct that is illegal or violates the Rules of Professional Conduct or law. The lawyer is not obliged to decline or withdraw simply because the client suggests such a course of conduct; a client may make such a suggestion in the hope that a lawyer will not be constrained by a professional obligation. Withdrawal is also mandatory if the client persists in a course of action that the lawyer reasonably believes is criminal or fraudulent, unless the client agrees to disclose and rectify the crime or fraud. Withdrawal is also required if the lawyer's services were misused in the past even if that would materially prejudice the client.

When a lawyer has been appointed to represent a client, withdrawal ordinarily requires approval of the appointing authority. See also rule 4-6.2. Similarly, court approval or notice to the court is often required by applicable law before a lawyer withdraws from pending litigation. Difficulty may be encountered if withdrawal is based on the client's demand that the lawyer engage in unprofessional conduct. The court may request an explanation for the withdrawal, while the lawyer may be bound to keep confidential the facts that would constitute such an explanation. The lawyer's statement that professional considerations require termination of the representation ordinarily should be accepted as sufficient. Lawyers should be mindful of their obligations to both clients and the court under rules 4-1.6 and 4-3.3.

Discharge

A client has a right to discharge a lawyer at any time, with or without cause, subject to liability for payment for the lawyer's services. Where future dispute about the withdrawal may be anticipated, it may be advisable to prepare a written statement reciting the circumstances.

Whether a client can discharge appointed counsel may depend on applicable law. A client seeking to do so should be given a full explanation of the consequences. These consequences may include a decision by the appointing authority that appointment of successor counsel is unjustified, thus requiring the client to be self-represented.

If the client is mentally incompetent, the client may lack the legal capacity to discharge the lawyer, and in any event the discharge may be seriously adverse to the client's interests. The lawyer should make special effort to help the client consider the consequences and may take reasonably necessary protective action as provided in rule 4-1.14.

Optional withdrawal

A lawyer may withdraw from representation in some circumstances. The lawyer has the option to withdraw if it can be accomplished without material adverse effect on the client's interests. The lawyer also may withdraw where the client insists on taking action that the lawyer considers repugnant, imprudent, or with which the lawyer has a fundamental disagreement.

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EXHIBIT C

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Whether a client can discharge appointed counsel may depend on applicable law. A client seeking to do so should be given a full explanation of the consequences. These consequences may include a decision by the appointing authority that appointment of successor counsel is unjustified, thus requiring the client to be self-represented.

If the client is mentally incompetent, the client may lack the legal capacity to discharge the lawyer, and in any event the discharge may be seriously adverse to the client's interests. The lawyer should make special effort to help the client consider the consequences and may take reasonably necessary protective action as provided in rule 4-1.14.

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A lawyer may withdraw if the client refuses to abide by the terms of an agreement relating to the representation, such as an agreement concerning fees or court costs or an agreement limiting the objectives of the representation.

Assisting the client upon withdrawal

Even if the lawyer has been unfairly discharged by the client, a lawyer must take all reasonable steps to mitigate the consequences to the client. The lawyer may retain papers and other property as security for a fee only to the extent permitted by law.

Refunding advance payment of unearned fee

Upon termination of representation, a lawyer should refund to the client any advance payment of a fee that has not been earned. This does not preclude a lawyer from retaining any reasonable nonrefundable fee that the client agreed would be deemed earned when the lawyer commenced the client's representation. See also rule 4-1.5.

Amended July 23, 1992, effective January 1, 1993 (605 So.2d 252); amended May 20, 2004 (875 So.2d 448); amended March 23, 2006, effective May 22, 2006 (933 So.2d 417).

RULE 4-1.17 SALE OF LAW PRACTICE

A lawyer or a law firm may sell or purchase a law practice, or an area of practice, including good will, provided that:

- (a) Sale of Practice or Area of Practice as an Entirety. The entire practice, or the entire area of practice, is sold to 1 or more lawyers or law firms authorized to practice law in Florida.
- **(b) Notice to Clients.** Written notice is served by certified mail, return receipt requested, on each of the seller's clients of:
 - (1) the proposed sale;
 - (2) the client's right to retain other counsel; and
 - (3) the fact that the client's consent to the substitution of counsel will be presumed if the client does not object within 30 days after being served with notice.
- (c) Court Approval Required. If a representation involves pending litigation, there will be no substitution of counsel or termination of representation unless authorized by the court. The seller may disclose, in camera, to the court information relating to the representation only to the extent necessary to obtain an order authorizing the substitution of counsel or termination of representation.
- (d) Client Objections. If a client objects to the proposed substitution of counsel, the seller must comply with the requirements of rule 4-1.16(d).
 - (e) Consummation of Sale. A sale of a law practice may not be consummated until:
 - (1) with respect to clients of the seller who were served with written notice of the proposed sale, the 30-day period referred to in subdivision (b)(3) has expired or all these clients have consented to the substitution of counsel or termination of representation; and

- (2) court orders have been entered authorizing substitution of counsel for all clients who could not be served with written notice of the proposed sale and whose representations involve pending litigation; provided, in the event the court fails to grant a substitution of counsel in a matter involving pending litigation, that matter may not be included in the sale and the sale otherwise will be unaffected. Further, the matters not involving pending litigation of any client who cannot be served with written notice of the proposed sale may not be included in the sale and the sale otherwise will be unaffected.
- (f) Existing Fee Contracts Controlling. The purchaser must honor the fee agreements that were entered into between the seller and the seller's clients. The fees charged clients may not be increased by reason of the sale.

Comment

The practice of law is a profession, not merely a business. Clients are not commodities that can be purchased and sold at will. In accordance with the requirements of this rule, when a lawyer or an entire firm sells the practice and other lawyers or firms take over the representation, the selling lawyer or firm may obtain compensation for the reasonable value of the practice as may withdrawing partners of law firms. See rules 4-5.4 and 4-5.6.

The requirement that all of the private practice, or all of an area of practice, be sold is satisfied if the seller in good faith makes the entire practice, or area of practice, available for sale to the purchasers. The fact that a number of the seller's clients decide not to be represented by the purchasers but take their matters elsewhere, therefore, does not result in a violation. Similarly, a violation does not occur merely because a court declines to approve the substitution of counsel in the cases of a number of clients who could not be served with written notice of the proposed sale.

Sale of entire practice or entire area of practice

The rule requires that the seller's entire practice, or an area of practice, be sold. The prohibition against sale of less than an entire practice area protects those clients whose matters are less lucrative and who might find it difficult to secure other counsel if a sale could be limited to substantial fee-generating matters. The purchasers are required to undertake all client matters in the practice, or practice area, subject to client consent or court authorization. This requirement is satisfied, however, even if a purchaser is unable to undertake a particular client matter because of a conflict of interest.

Client confidences, consent, and notice

Negotiations between seller and prospective purchaser prior to disclosure of information relating to a specific representation of an identifiable client do not violate the confidentiality provisions of rule 4-1.6 any more than do preliminary discussions concerning the possible association of another lawyer or mergers between firms, with respect to which client consent ordinarily is not required. See rule 4-1.6(c)(6). Providing the prospective purchaser access to detailed information relating to the representation, for example, the file, however, requires client consent or court authorization. See rule 4-1.6. Rule 4-1.17 provides that the seller must attempt to serve each client with written notice of the contemplated sale, including the identity of the

purchaser and the fact that the decision to consent to the substitution of counsel or to make other arrangements must be made within 30 days. If nothing is heard within that time from a client who was served with written notice of the proposed sale, that client's consent to the substitution of counsel is presumed. However, with regard to clients whose matters involve pending litigation but who could not be served with written notice of the proposed sale, authorization of the court is required before the files and client-specific information relating to the representation of those clients may be disclosed by the seller to the purchaser and before counsel may be substituted.

A lawyer or law firm selling a practice cannot be required to remain in practice just because some clients cannot be served with written notice of the proposed sale. Because these clients cannot themselves consent to the substitution of counsel or direct any other disposition of their representations and files, with regard to clients whose matters involve pending litigation the rule requires an order from the court authorizing the substitution (or withdrawal) of counsel. The court can be expected to determine whether reasonable efforts to locate the client have been exhausted, and whether the absent client's legitimate interests will be served by authorizing the substitution of counsel so that the purchaser may continue the representation. Preservation of client confidences requires that the petition for a court order be considered in camera. If, however, the court fails to grant substitution of counsel in a matter involving pending litigation, that matter may not be included in the sale and the sale may be consummated without inclusion of that matter.

The rule provides that matters not involving pending litigation of clients who could not be served with written notice may not be included in the sale. This is because the clients' consent to disclosure of confidential information and to substitution of counsel cannot be obtained and because the alternative of court authorization ordinarily is not available in matters not involving pending litigation. Although these matters may not be included in the sale, the sale may be consummated without inclusion of those matters.

If a client objects to the proposed substitution of counsel, the rule treats the seller as attempting to withdraw from representation of that client and, therefore, provides that the seller must comply with the provisions of rule 4-1.16 concerning withdrawal from representation. Additionally, the seller must comply with applicable requirements of law or rules of procedure.

All the elements of client autonomy, including the client's absolute right to discharge a lawyer and transfer the representation to another, survive the sale of the practice or an area of practice.

Fee arrangements between client and purchaser

The sale may not be financed by increases in fees charged the clients of the practice. Existing agreements between the seller and the client as to fees and the scope of the work must be honored by the purchaser. This obligation of the purchaser is a factor that can be taken into account by seller and purchaser when negotiating the sale price of the practice.

Other applicable ethical standards

Lawyers participating in the sale of a law practice or a practice area are subject to the ethical standards applicable to involving another lawyer in the representation of a client for all matters pending at the time of the sale. These include, for example, the seller's ethical obligation to exercise competence in identifying a purchaser qualified to assume the practice and the purchaser's obligation to undertake the representation competently (see rule 4-1.1); the obligation to avoid disqualifying conflicts, and to secure the client's informed consent for those conflicts that can be agreed to (see rule 4-1.7 regarding conflicts and see the terminology section of the preamble for the definition of informed consent); and the obligation to protect information relating to the representation (see rules 4-1.6, 4-1.8(b), and 4-1.9(b) and (c)). If the terms of the sale involve the division between purchaser and seller of fees from matters that arise subsequent to the sale, the fee-division provisions of rule 4-1.5 must be satisfied with respect to these fees. These provisions will not apply to the division of fees from matters pending at the time of sale.

If approval of the substitution of the purchasing attorney for the selling attorney is required by the rules of any tribunal in which a matter is pending, approval must be obtained before the matter can be included in the sale (see rule 4-1.16).

Applicability of this rule

This rule applies, among other situations, to the sale of a law practice by representatives of a lawyer who is deceased, disabled, or has disappeared. It is possible that a nonlawyer, who is not subject to the Rules of Professional Conduct, might be involved in the sale. When the practice of a lawyer who is deceased, is disabled, or has disappeared is being sold, the notice required by subdivision (b) of this rule must be given by someone who is legally authorized to act on the selling lawyer's behalf, for example, a personal representative or a guardian. This is because the sale of a practice and transfer of representation involve legal rights of the affected clients.

Bona fide admission to, withdrawal from, or retirement from a law partnership or professional association, retirement plans and similar arrangements, and a sale of tangible assets of a law practice, do not constitute a sale or purchase governed by this rule.

Added July 23, 1992, effective January 1, 1993 (605 So.2d 252); amended March 23, 2006, effective May 22, 2006 (933 So.2d 417); amended July 7, 2011, effective October 1, 2011 (67 So.3d 1037); amended June 11, 2015, effective October 1, 2015 (167 So.3d 412).

RULE 4-1.18 DUTIES TO PROSPECTIVE CLIENT

- (a) Prospective Client. A person who consults with a lawyer about the possibility of forming a client-lawyer relationship with respect to a matter is a prospective client.
- (b) Confidentiality of Information. Even when no client-lawyer relationship ensues, a lawyer who has learned information from a prospective client may not use or reveal that information, except as rule 4-1.9 would permit with respect to information of a former client.

2020 FLORIDA PROFIT CORPORATION AMENDED ANNUAL REPORT

DOCUMENT# P08000093338

Entity Name: THE PROPERTY ADVOCATES, P.A.

FILED Jul 09, 2020 Secretary of State 2885321407CC

Certificate of Status Desired: No

Current Principal Place of Business:

2525 PONCE DE LEON BLVD,

SUITE 600

CORAL GABLES, FL 33134

Current Mailing Address:

2525 PONCE DE LEON BLVD. SUITE 600

CORAL GABLES, FL 33134 US

FEI Number: 26-3531714

Name and Address of Current Registered Agent:

LAW OFFICE OF MARK A. KAMILAR 2921 SW 27TH AVE.

COCONUT GROVE, FL 33133 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: MARK KAMILAR

07/09/2020

Date Electronic Signature of Registered Agent

Officer/Director Detail:

Title PRESIDENT, DIRECTOR Title DIRECTOR

PATTERSON, HUNTER Name Name MENDIZABAL, CECILE

Address 2525 PONCE DE LEON BLVD, 2525 PONCE DE LEON BLVD, Address

SUITE 600 SUITE 600

City-State-Zip: CORAL GABLES FL 33134 City-State-Zip: CORAL GABLES FL 33134

Title **TREASURER** Title **SECRETARY**

Name NARCHET, CHRISTOPHER Name ROMERO, ORLANDO

2525 PONCE DE LEON BLVD, Address 2525 PONCE DE LEON BLVD, Address SUITE 600

SUITE 600

City-State-Zip: CORAL GABLES FL 33134 City-State-Zip: CORAL GABLES FL 33134

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: HUNTER PATTERSON

Р

07/09/2020

Electronic Signature of Signing Officer/Director Detail

Date



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Account Number : 076666002140 Phone : (727)461-1818 Fax Number : (727)441-8617

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EXHIBIT E

ARTICLES OF AMENDMENT TO THE ARTICLES OF INCORPORATION OF THE STREMS LAW FIRM, P.A.

Pursuant to the provisions of Section 607.1006, Florida Statutes, this Florida Profit Corporation hereby adopts the following amendment(s) to its Articles of Incorporation:

- 1. The name of the Corporation is THE STREMS LAW FIRM, P.A.
- 2. The Articles of Incorporation for the Corporation were filed with the Florida Department of State effective October 14, 2018, and the Florida document number assigned to this Corporation is P08000093338.
- 3. Article I of this Corporation's Articles of Incorporation is hereby amended in its entirety so as to read, after amendment, as follows:

"ARTICLE I

The name of the Corporation shall be THE PROPERTY ADVOCATES, P.A."

4. Article IV of this corporation's Articles of Incorporation is hereby amended in its entirety so as to read, after amendment, as follows:

"ARTICLE IV

This corporation shall be authorized to issue One Million (1,000,000) shares of ten cents (\$0.10) per share."

- 5. These Articles of Amendment shall be effective upon filing with the Florida Department of State.
- 6. These Articles of Amendment have been adopted by Written Action in lieu of a Special Meeting of the sole Shareholder and Director of this Corporation on June 29, 2020, which vote is sufficient for approval.

IN WITNESS WHEREOF, the undersigned has executed and delivered these Articles of Amendment on behalf of this Corporation this ______ day of July, 2020.

THE STREMS LAW FIRM, P.A.

By:

SCOT STREMS Registered Agent

__ PHID: 12