

IN THE SUPREME COURT OF FLORIDA  
(Before a Referee)

THE FLORIDA BAR,  
Complainant,

v.

CHRIS R. BORGIA,  
Respondent.

Supreme Court Case  
No. SC20-1295

The Florida Bar File Nos.  
2019-70,393(11D)  
2019-70,474(11D)  
2019-70,494(11D)  
2019-70,590(11D)

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**UNCONDITIONAL GUILTY PLEA FOR CONSENT JUDGMENT**

COMES NOW, the undersigned respondent, Chris R. Borgia, and files this Unconditional Guilty Plea pursuant to Rule 3-7.9 of the Rules Regulating The Florida Bar.

1. Respondent is, and at all times mentioned herein was, a member of The Florida Bar, subject to the jurisdiction of the Supreme Court of Florida.

2. Respondent is currently the subject of a disciplinary proceeding which has been assigned *Supreme Court Case No. SC20-1295; The Florida Bar File Nos. 2019-70,393(11D), 2019-70,474(11D), 2019-70,494(11D), and 2019-70,590(11D)*; and is presently pending before the Honorable Yvonne Colodny, Referee.

3. Respondent admits that the following facts are true and accurate and stipulates as follows:

**COUNT I – THE FLORIDA BAR FILE NO. 2019-70,393(11D)**

A. Respondent represented Ms. Michelle Maziarz with respect to a claim for social security disability benefits. Respondent charged a \$299.00 costs deposit to obtain medical records.

B. Respondent met with the complainant and her family members approximately two weeks before the scheduled hearing. At that time, respondent recommended the family obtain numerous medical records or reports to present at the hearing.

C. The family did not believe there was sufficient time to obtain all of the requested medical records and reports, and asked respondent to continue the matter.

D. Respondent did not appear on the scheduled hearing date. Although respondent asserts he contacted the judicial assistant to request a continuance of the hearing date, he admits he never received confirmation that the judge granted his request. Significantly, the judge dismissed the claim on that date, noting that respondent and the client/claimant failed to appear, and that respondent had not contacted her office or attempted to reschedule the case.

E. Respondent's efforts to vacate the order of dismissal were not successful. Thereafter, he failed to file an appeal within the sixty day time period provided. Respondent asserts the client terminated his representation prior to the expiration of the sixty day period.

F. At the request of her successor counsel, Ms. Maziarz wrote to respondent and requested that he contact the Social Security Administration in order to withdraw from the representation and to waive his claim to any fee associated with an award of benefits in her case.

G. Respondent failed to acknowledge this request, nor did he provide the requested waiver and notice of withdrawal. The bar then forwarded Ms. Maziarz's request a second time and asked respondent to comply, or to provide the legal basis for his refusal to do so. To date, respondent has not filed the waiver of fees and notice of withdrawal.

H. Moreover, respondent admitted that he did not place the costs deposit for medical records in his trust account. Respondent did not use the \$299.00 for the intended purpose of obtaining medical records needed for his client's hearing, and did not return the cost deposit to his client.

I. By reason of the foregoing, respondent has violated the following Rules Regulating The Florida Bar: Rules 4-1.1 (Competence), 4-

1.2 (Objective and Scope of Representation), 4-1.3 (Diligence), 4-1.4 (Communication), 4-1.5 (Fees and Costs for Legal Services), and 5-1.1 (Trust Accounts).

**COUNT II – THE FLORIDA BAR FILE NO. 2019-70,474(11D)**

J. Ms. Rose Alexandre hired respondent to represent her in a claim for social security disability benefits. At the time the representation commenced, the matter was well advanced and a hearing officer had already been appointed. Accordingly, respondent agreed that he would cap his fees received from any award of benefits at \$6,000.00.

K. The matter proceeded to hearing and Ms. Alexandre was awarded benefits. In September 2018, the Social Security Administration (SSA) still had not paid respondent any of the statutory fees. Not wanting to wait any longer, respondent requested that Ms. Alexandre pay him the agreed upon \$6,000.00 from monies she recently received from SSA. Respondent promised that he would submit to SSA a waiver of any claim to fees, so that SSA would then distribute those funds directly to Ms. Alexandre.

L. Ms. Alexandre paid respondent the requested \$6,000.00, but he did not provide the waiver of his fees to SSA as he had promised. SSA has confirmed that, as of July 2020, respondent still had not presented

any waiver of his fees to SSA, and it was still holding over \$15,000.00 of funds in expectation of paying respondent. Accordingly, respondent's failure to submit the waiver resulted in these funds, properly due and owed to his client, being withheld from her award of benefits for the past two years.

M. Respondent asserts that his actions in this regard were not fraudulent, nor did he intentionally mislead Ms. Alexandre regarding the fees. Rather, it was an unintentional oversight that he did not subsequently communicate with SSA to waive his entitlement to fees until after Ms. Alexandre initiated the Bar complaint. Moreover, when he did communicate with SSA, he learned that there was another attorney involved in this matter prior to his own representation of Ms. Alexandre, and that part of the reason that SSA still had not distributed those funds to Ms. Alexandre was that SSA still needed to resolve the issue of the prior attorney's entitlement to fees from her award of benefits.

N. Upon seeing a reference to the money being held for attorney fees in the SSA transcripts, Ms. Alexandre made numerous attempts to contact respondent, all of which went unanswered.

O. By reason of the foregoing, respondent has violated Rule Regulating The Florida Bar: Rule 4-8.4(c) (A lawyer shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation).

**COUNT III – THE FLORIDA BAR FILE NO. 2019-70,494(11D)**

P. On March 14, 2018, Ms. Sonia Agostini retained respondent to represent her in a claim for social security disability benefits. At the time he was retained, respondent required payment of a costs deposit in the amount of \$299.00 to obtain future medical records.

Q. At her initial consultation with respondent, Ms. Agostini provided all of her original medical records. Respondent promised to copy these records and return them to her within the week, but he failed to do so.

R. Between March 2018 and October 2018, Ms. Agostini made numerous attempts to set up a meeting with respondent, so that they could fill out forms sent to her by the Social Security Administration (SSA). Respondent continuously put off any meeting, and/or failed to respond to such requests.

S. In October 2018, Ms. Agostini learned that respondent was ineligible to practice law in Florida due to a delinquency. Ms. Agostini terminated respondent's representation, citing his failure to respond to her,

his failure to obtain and provide any medical records to SSA on her behalf, and his ineligibility to practice law.

T. Ms. Agostini hired new counsel. She then wrote to respondent and requested that he contact SSA in order to withdraw from the representation and to waive his claim to any fee associated with an award of benefits in her case. She also demanded the return of her original medical records in his possession, and the \$299.00 deposit she paid for obtaining future medical records, since no such records were obtained.

U. Respondent failed to acknowledge this request, nor did he provide the requested waiver and notice of withdrawal.

V. Respondent admitted that he did not place the \$299.00 costs deposit for medical records in a trust account. He did not use the funds for the intended purpose of purchasing medical records needed for the SSA claim. Although he promised to return the costs deposit to his client, he had not yet done so, even months into the pendency of the bar's disciplinary investigation.

W. The bar again forwarded Ms. Agostini's requests and asked respondent to either comply or provide his legal basis for refusing to do so. On August 8, 2019, respondent returned the cost deposit to his

client via CashApp, but failed to provide the waiver and notice of withdrawal.

X. The bar reiterated the request for respondent to provide the waiver of fees and notice of withdrawal, and respondent did finally produce same on August 11, 2019.

Y. By reason of the foregoing, respondent has violated the following Rules Regulating The Florida Bar: Rules 4-1.1 (Competence), 4-1.2 (Objective and Scope of Representation), 4-1.3 (Diligence), 4-1.4 (Communication), and 5-1.1 (Trust Accounts).

**COUNT IV – THE FLORIDA BAR FILE NO. 2019-70,590(11D)**

Z. Respondent represented Ms. Rocio Pinero in a claim for social security disability benefits. Respondent also persuaded Ms. Pinero to retain him to pursue a petition for bankruptcy on her behalf. Ms. Pinero paid respondent the required \$299.00 costs deposit to obtain future medical records in the disability claim case, and \$1,500.00 to file the bankruptcy petition.

AA. Towards the end of 2016, respondent began to neglect Ms. Pinero's case. He stopped responding to phone calls, emails and text messages, or responded only with excuses for his delay in moving forward.

BB. Ms. Pinero was required to obtain and pay for all of her medical records and documentation on her own, and she supplied these to the SSA hearing officer as well as to respondent. Respondent did appear at the hearing, but was unprepared to argue her case. Despite his lack of preparation, Ms. Pinero was awarded disability benefits.

CC. Thereafter, Ms. Pinero was unable to reach respondent at any of his known contact numbers or addresses. He failed to return all attempts at communication, and did not take any action regarding her bankruptcy petition.

DD. Ms. Pinero was required to hire successor counsel. She sent certified letters to respondent at two known addresses, requesting a full refund of the \$1,500.00 fee she paid in the bankruptcy case, as well as the return of her documents submitted to respondent in these two cases, including copies of her driver's license, social security card, medical records, bank and credit card records, bills, etc. Respondent failed to acknowledge or respond to either of these letters. To date he has not issued a refund for the bankruptcy case, nor returned any of the documents provided to him by Ms. Pinero.

EE. Moreover, respondent admitted that he did not place the \$299.00 costs deposit for medical records in a trust account. He did not

use the funds for the intended purpose of purchasing medical records needed for the SSA claim. Respondent has not refunded any portion of the \$299.00 costs deposit in this case.

FF. By reason of the foregoing, respondent has violated the following Rules Regulating The Florida Bar: Rules 4-1.1 (Competence), 4-1.2 (Objective and Scope of Representation), 4-1.3 (Diligence), 4-1.4 (Communication), 4-1.5 (Fees and Costs for Legal Services) and 5-1.1 (Trust Accounts).

4. The following mitigating factors of the Florida Standards for Imposing Lawyer Sanctions apply:

- 3.3(b)(2) absence of dishonest or selfish motive;
- 3.3(b)(3) personal or emotional problems;
- 3.3(b)(5) full and free disclosure to the bar or cooperative attitude toward the proceedings; and
- 3.3(b)(12) remorse.

The following aggravating factors of the Florida Standards for Imposing Lawyer Sanctions apply:

- 3.2(b)(1) prior disciplinary offenses;
- 3.3(b)(3) a pattern of misconduct; and
- 3.3(b)(4) multiple offenses.

Additionally, during the discovery process in this matter, respondent presented two form notices of appearance he filed in the social security actions, in which he checked the box indicating he had not been previously disciplined by any jurisdiction. These forms were filed subsequent to his prior suspension in *Supreme Court Case No. SC16-351*.

5. The disciplinary measures to be imposed upon respondent are as follows:

A. Suspension for a period of eighteen (18) months.

B. Respondent shall pay restitution to the following former clients in the specified amounts within ninety (90) days of the entry of the order of the Supreme court of Florida:

- As to *The Florida Bar File No. 2019-70,393(11D)*, respondent shall pay restitution to Michelle Maziarz in the amount of \$299.00;
- As to *The Florida Bar File No. 2019-70,590(11D)*, respondent shall pay restitution to Rocio Pinero in the amount of \$1,799.00.

Respondent must submit proof of payment of restitution to the Bar's headquarters office in Tallahassee within the time frame for payment of the court's order. Respondent shall provide verifiable proof of payment and receipt which shall consist of a copy (front and back) of the negotiated check or a copy of the check and certified return receipt. In the event the

client cannot be located after a diligent search, respondent shall execute an affidavit of diligent search and provide same to The Florida Bar and shall pay the full amount of the restitution to the Clients' Security Fund of The Florida Bar.

C. As to the former client Michelle Maziarz, *The Florida Bar File No. 2019-70,393(11D)*, respondent shall notify the Social Security Administration that he waives his entitlement to fees within thirty (30) days of the entry of the order of the Supreme Court of Florida. A copy of respondent's letter to the Social Security Administration, along with proof of delivery shall be provided to the headquarters office of The Florida Bar, within thirty (30) days of the Supreme Court's final order in this case.

D. Payment of the disciplinary costs in this proceeding.

6. Respondent acknowledges that, unless waived or modified by the Court on motion of respondent, the court order will contain a provision that prohibits respondent from accepting new business from the date of the order or opinion and shall provide that the suspension is effective 30 days from the date of the order or opinion so that respondent may close out the practice of law and protect the interest of existing clients.

7. Respondent agrees that this Unconditional Guilty Plea and Consent Judgment for Discipline and every factual admission contained

herein, and specifically the admissions set forth in paragraph 3 shall have full force and effect regardless of any subsequent recommendation or action taken with respect to the terms of discipline offered by respondent pursuant to this Consent Judgment for Discipline.

8. Respondent agrees that in the event that the terms of discipline offered herein are not approved by the Board of Governors of The Florida Bar (or their designee), the Referee, or the Supreme Court, this matter will proceed solely on the question of discipline.

9. Respondent agrees to eliminate all indicia of respondent's status as an attorney on social media, telephone listings, stationery, checks, business cards office signs or any other indicia of respondent's status as an attorney, whatsoever. Respondent will no longer hold himself out as a licensed attorney.

10. If this plea is approved, then respondent agrees to pay all reasonable costs associated with this case pursuant to Rule 3-7.6(q), to wit: \$1,250.00 for administrative costs; \$481.62 for staff investigator's costs; and \$1,000.00 for Branch auditor's costs; for a total amount of \$2,731.62. These costs are due within 30 days of the court order.

Respondent agrees that if the costs are not paid within 30 days of this court's order becoming final, respondent shall pay interest on any unpaid

costs at the statutory rate. Respondent further agrees not to attempt to discharge the obligation for payment of the bar's costs in any future proceedings, including but not limited to, a petition for bankruptcy.

Respondent shall be deemed delinquent and ineligible to practice law pursuant to Rule 1-3.6 if the cost judgment is not satisfied within 30 days of the final court order, unless deferred by the Board of Governors of The Florida Bar.

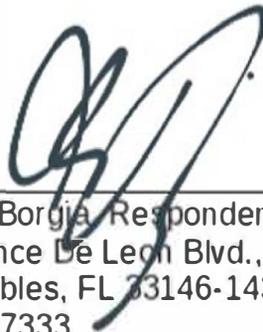
11. Respondent acknowledges the obligation to pay the costs of this proceeding and that payment is evidence of strict compliance with the conditions of any disciplinary order or agreement, and is also evidence of good faith and fiscal responsibility. Respondent understands that failure to pay the costs of this proceeding or restitution may reflect adversely on any reinstatement proceedings or any other bar disciplinary matter in which respondent is involved.

12. If this plea is approved, and restitution is owed, if the person to whom restitution is owed cannot be located after a diligent search, respondent shall execute an affidavit of diligent search and provide same to The Florida Bar and shall pay the full amount of the restitution to the Clients' Security Fund of The Florida Bar.

13. Respondent is acting freely and voluntarily in this matter, and tenders this Plea without fear or threat of coercion. Respondent is not represented in this matter.

14. This Unconditional Guilty Plea for Consent Judgment fully complies with all requirements of the Rules Regulating The Florida Bar.

Dated this **1st** day of March, 2021.



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Dated this 1st day of March, 2021.



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