

IN THE SUPREME COURT OF FLORIDA

THE FLORIDA BAR,

Complainant,

v.

MARK EDWARD TIETIG,

Respondent.

Supreme Court Case
No. SC-

The Florida Bar File Nos.
2019-30,911(18B); 2020-30,192(18B);
and 2020-30,354(18B).

ANSWER

The Respondent, Mark E. Tietig, files this Answer and alleges:

1. Admitted that Respondent is and was at all times mentioned herein a member of The Florida Bar admitted on April 17, 1997 and is subject to the jurisdiction of the Supreme Court of Florida.
2. Admitted that Respondent practiced law in Brevard County, Florida, at all times material.
3. Unknown, therefore denied, that The Eighteenth Judicial Circuit Grievance Committee "B" 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 member of that committee.

COUNT I

THE FLORIDA BAR FILE NUMBER 2019-30,911 (18B)

4. Admitted that on June 12, 2019, respondent self-reported to the bar an overdraft in his SunTrust law office trust account.

5. Denied that on June 5, 2019, respondent deposited what he believed to be an official check from the Royal Bank of Canada in the amount of \$124,200.00 into his law office trust account on behalf of a purported client who hired respondent but who respondent did not meet in person. Admitted that the purported client advised respondent he had moved to Mexico and the funds were due to him from his former employer as severance pay. Admitted that the purported client advised respondent he needed respondent's assistance to collect the funds.

6. Admitted that Respondent advised the bar that on or about June 7, 2019, SunTrust Bank informed him that the check had cleared and the funds were available.

7. Denied that on or about June 7, 2019, respondent wire transferred \$82,800.00 to the purported client in Mexico at the client's direction. Admitted that Respondent then disbursed the remainder of \$41,400.00 as his fees by transferring a portion to his operating account, withdrawing cash, and purchasing bank checks.

8. Unknown; therefore, denied that On June 10, 2019, SunTrust Bank

reversed the \$124,200.00 deposit to respondent's trust account after the check drawn on the Royal Bank of Canada was discovered to be fraudulent; and, that as a result, a shortage of \$123,497.47 existed in respondent's trust account.

9. Admitted that on or about June 13, 2019, SunTrust Bank informed respondent that the \$124,200.00 check drawn on the Royal Bank of Canada appeared to be fraudulent.

10. Admitted that SunTrust Bank recovered \$82,730.00 in funds from the wire transfer. Denied that respondent re-deposited to his trust account the sum of \$19,000.00, leaving the trust account overdrawn by approximately \$21,767.47.

11. Unknown; therefore, denied that on August 9, 2019, SunTrust Bank credited respondent's trust account \$21,767.47 and closed the account.

12. Admitted that at the time of the overdraft, respondent was holding another client's funds in the approximate amount of \$702.00.

13. Admitted that Respondent was not able to recover the \$702.00 after the overdraft occurred and the shortage in respondent's law office trust account was not corrected.

14. Denied that by reason of the foregoing, respondent has violated the following Rules Regulating The Florida Bar:

a. 5-1.1(b) Money or other property entrusted to an attorney for a specific purpose, including advances for fees, costs, and expenses, is held in trust and must be applied only to that purpose. Money and other property of clients coming into the hands of an attorney are not subject to counterclaim or setoff for attorney's fees, and a refusal to account for and deliver over such property upon

demand shall be deemed a conversion.

COUNT II

THE FLORIDA BAR FILE NUMBER 2020-30,192 (18B)

15. Admitted that on or about May 4, 2017, Mr. Kerry Day hired respondent to represent him in a civil action arising from a wrongful arrest.

16. Admitted that Mr. Day entered into a written fee agreement with respondent which called for a partial contingency fee arrangement. The agreement specified that in the event that no recovery was made in the matter, Mr. Day was still responsible for a \$5,000.00 retainer fee for the initial 10 hours of respondent's time and the fees for filing and service of process.

17. Admitted that Mr. Day made payments to respondent in the total amount of \$4,700.00 pursuant to the written fee agreement.

18. Denied that After advising Mr. Day on or about June 18, 2018 that he was drafting the complaint for filing with the court, respondent took no further action on Mr. Day's case, did not file the complaint with the court, and abandoned Mr. Day's legal matter.

19. Unknown; therefore, denied that after respondent's office sent Mr. Day a letter dated August 2, 2018, respondent's office ceased all communication with Mr. Day and respondent failed to reply to any of Mr. Day's subsequent communication efforts.

20. Denied that Mr. Day attempted to contact respondent for the next thirteen months without success.

21. Eventually, Mr. Day was able to reach respondent by telephone on or about September 6, 2019. When Mr. Day inquired as to whether he should hire a new attorney, respondent advised him to do so.

22. Admitted that When Mr. Day requested a refund, respondent advised Mr. Day that he did not have any money.

23. Denied that Respondent failed to provide Mr. Day with an accounting of the funds received, failed to refund any portion of the unearned legal fee and unexpended costs paid by Mr. Day and failed to provide Mr. Day with any useful legal services.

24. Denied that by reason of the foregoing, respondent has violated the following Rules Regulating The Florida Bar:

a. 4-1.1 A lawyer must provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness, and preparation reasonably necessary for the representation.

b. 4-1.2(a) Subject to subdivisions (c) and (d), a lawyer must abide by a client's decisions concerning the objectives of representation, and, as required by rule 4-1.4, must reasonably consult with the client as to the means by which they are to be pursued. A lawyer may take action on behalf of the client that is impliedly authorized to carry out the representation. A lawyer must abide by a client's decision whether to settle a matter. In a criminal case, the lawyer must abide by the client's decision, after consultation with the lawyer, as to a plea to be

entered, whether to waive jury trial, and whether the client will testify.

c. 4-1.3 A lawyer shall act with reasonable diligence and promptness in representing a client.

d. 4-1.4(a) A lawyer shall: (1) promptly inform the client of any decision or circumstance with respect to which the client's informed consent, as defined in terminology, is required by these rules; (2) reasonably consult with the client about the means by which the client's objectives are to be accomplished; (3) keep the client reasonably informed about the status of the matter; (4) promptly comply with reasonable requests for information; and (5) consult with the client about any relevant limitation on the lawyer's conduct when the lawyer knows or reasonably should know that the client expects assistance not permitted by the Rules of Professional Conduct or other law.

e. 4-1.4(b) A lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation.

COUNT III

THE FLORIDA BAR FILE NUMBER 2020-30,354 (18B)

25. Admitted that Mr. Karl Redlhammer hired respondent in or around December 2017 to file a lawsuit against the Miami-Dade Police Department and one of its officers.

26. Admitted that Mr. Redlhammer signed a partial contingency

fee contract for respondent's legal services in this matter and paid
respondent \$2,500.00.

27. Denied that during the time respondent represented Mr. Redlhammer, respondent failed to maintain adequate communication with Mr. Redlhammer. Respondent permitted excessively long periods of time to elapse during which he had no communication with Mr. Redlhammer.

28. Admitted that Respondent filed the complaint in Mr. Redlhammer's matter on December 21, 2018 in the U. S. District Court, Southern District of Florida, but did not serve the defendants within the required 120-day time limit. As a result, on May 14, 2019, the court issued an order to show cause for respondent's failure to timely serve the defendants.

29. Admitted that Respondent was granted additional time and was able to serve the defendants in July 2019.

30. Admitted that in or around July 2019, a settlement offer was made in the case and respondent advised Mr. Redlhammer to reject this settlement offer.

31. Unknown; therefore, denied that on or about July 29, 2019, one of the defendants filed a motion to dismiss asserting that the Miami-Dade Police Department was an improper defendant.

32. Unknown; therefore, denied that Respondent failed to respond to the motion to dismiss, resulting in the dismissal of the case without prejudice on September 13, 2019.

33. Admitted that Respondent thereafter advised Mr. Redlhammer that

Mr. Redhammer should hire a new attorney to handle the case and failed to take any further action in Mr. Redhammer's matter.

34. Denied that Mr. Redlhammer requested that respondent return his client file as it included Mr. Redlhammer's original documents. Denied that Respondent failed to respond to Mr. Redlhammer's numerous requests to return the file. Admitted that Mr. Redlhammer eventually discovered that the file was in the possession of respondent's brother, who is not an attorney. Admitted that Mr. Redlhammer travelled to a business owned by respondent's brother to retrieve his file, however, denied that the file that Mr. Redlhammer retrieved was not complete.

35. Denied that by reason of the foregoing, respondent has violated the following Rules Regulating The Florida Bar:

a. 4-1.1 A lawyer must provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness, and preparation reasonably necessary for the representation.

b. 4-1.3 A lawyer shall act with reasonable diligence and promptness in representing a client.

c. 4-1.4(a) A lawyer shall: (1) promptly inform the client of any decision or circumstance with respect to which the client's informed consent, as defined in terminology, is required by these rules; (2) reasonably consult with the client about the means by which the client's objectives are to be accomplished; (3) keep the client reasonably informed about the status of the matter; (4) promptly comply with reasonable requests for information; and (5) consult with the client

about any relevant limitation on the lawyer's conduct when the lawyer knows or

reasonably should know that the client expects assistance not permitted by the Rules of Professional Conduct or other law.

d. 4-1.4(b) A lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation.

e. 4-3.2 A lawyer shall make reasonable efforts to expedite litigation consistent with the interests of the client.

WHEREFORE, The Florida Respondent requests that this Complaint be dismissed with prejudice.

Mark E. Tietig, Pro Se Respondent



mt@tietig.com

(321)327-9786

Served via email on this Third day of December, 2020, to: Ashley Taylor Morrison Bar Counsel The Florida Bar, The Gateway Center 1000 Legion Place, Suite 1625 Orlando, Florida 32801-1050 (407) 425-5424 Florida Bar No. 106205 amorrison@floridabar.org

orlandooffice@floridabar.org

A handwritten signature in black ink, appearing to read "Paul Savitz". The signature is stylized and cursive.

The Florida Bar
651 E. Jefferson Street
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(850) 561-5839
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CERTIFICATE OF SERVICE

I certify that this Complaint has been efiled with The Honorable John A. Tomasino, Clerk of the Supreme Court of Florida, with a copy provided via email to Mark Edward Tietig, at mt@tietig.com; and that a copy has been furnished by United States Mail via certified mail No. 7017 1450 0000 7821 0148, return receipt requested to Mark Edward Tietig, whose record bar address is Tietig & Tietig, P.A., 6065 South Tropical Trail, Merritt Island, Florida 32952-7124, and United States Mail via certified mail No. 7017 1450 0000 7821 0155, return receipt requested to Mark Edward Tietig, 166 June Drive, Cocoa Beach, Florida 32931, and via email to Ashley Taylor Morrison, Bar Counsel, amorrison@floridabar.org, orlandooffice@floridabar.org, ndejesus@floridabar.org on this 1st day of October, 2020.



Patricia Ann Toro Savitz
Staff Counsel

NOTICE

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

PLEASE TAKE NOTICE that the trial counsel in this matter is Ashley Taylor Morrison, Bar Counsel, whose address, telephone number and primary email address are The Florida Bar, Orlando Branch Office, The Gateway Center, 1000 Legion Place, Suite 1625, Orlando, Florida 32801-1050, (407) 425-5424 and amorrison@floridabar.org, orlandooffice@floridabar.org. Respondent need not address pleadings, correspondence, etc. in this matter to anyone other than trial counsel and to Staff Counsel, The Florida Bar, 651 E Jefferson Street, Tallahassee, Florida 32399-2300, psavitz@floridabar.org.