

IN THE SUPREME COURT OF FLORIDA

THE FLORIDA BAR,

Complainant,

v.

MARK P. STOPA,

Respondent.

Supreme Court Case  
No. SC-

The Florida Bar File  
Nos. 2015-10,414 (6C)  
2015-10,633 (6C)  
2015-10,755 (6C)  
2016-10,066 (6C)

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**COMPLAINT**

The Florida Bar, Complainant, files this Complaint against Mark P. Stopa, 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 23, 2002, and is subject to the jurisdiction of the Supreme Court of Florida.

2. The Sixth Judicial Circuit Grievance Committee “C” 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: TFB FILE NO. 2015-10,414 (6C)**

3. Paragraphs 1 and 2 are realleged and incorporated herein by reference.

4. Respondent represented the defendants in the foreclosure matter, *Morequity, Inc. v. De La Cruz, et al.*, Case No. 51-2010-CA-003602-ES, in the Sixth Judicial Circuit, in and for Pasco County, Florida.

5. On August 11, 2014, the court issued an Order Setting Non-Jury Trial and Pre-Trial Conference, setting the pre-trial for September 24, 2014, and non-jury trial for October 21, 2014. The order directed that counsel must attend the hearings in person.

6. On or about October 20, 2014, Respondent filed a Petition for Writ of Prohibition with the Second District Court of Appeal (Second D.C.A.) in case no. 2D14-4882.

7. By order dated October 21, 2014, the Second D.C.A. denied the Petition for Writ of Prohibition.

8. On October 21, 2014, Respondent failed to appear for the trial or contact the court to explain his absence.

9. Respondent advised the Bar that he was unaware at the time that the Second D.C.A. had denied the Petition for Writ of Prohibition.

10. In another case, Respondent represented the defendants in the foreclosure matter, *Fed. Nat'l Mortgage Ass'n v. Gagnon, et al.*, Case No. 51-2013-CA-000176-WS, in the Sixth Judicial Circuit, in and for Pasco County, Florida.

11. On August 22, 2014, the court issued its Order Setting Non-Jury Trial and Pre-Trial Conference, setting the pre-trial for October 30, 2014, and the non-jury trial for November 13, 2014.

12. The order directed counsel to attend the hearings in person, and to immediately notify the court in the event of settlement and submit a stipulation for an order of dismissal and a final disposition form.

13. Prior to the pre-trial conference, Respondent's firm reached a settlement with opposing counsel and the pre-trial conference was removed from Respondent's calendar.

14. On October 30, 2014, Respondent failed to appear for the pre-trial conference or explain his absence.

15. Respondent failed to immediately notify the court of the settlement pursuant to the court's order so that any pending hearings could be canceled.

16. Respondent knowingly disobeyed an obligation under the rules of a tribunal in violation of Rule 4-3.4(c), Rules Regulating The Florida Bar.

17. In another case, Respondent represented the defendants in the foreclosure matter, *CitiMortgage, Inc. v. Baker, et al.*, Case No. 2012-CA-008976-NC, in the Twelfth Judicial Circuit, in and for Sarasota County, Florida, before the Honorable Nancy Kane Donnellan.

18. On November 25, 2014, Judge Donnellan removed Respondent from the courtroom for disrespectful and disruptive behavior in the *Baker* matter.

19. Respondent's conduct included, but was not limited to, lecturing the Judge and opposing counsel on procedure, throwing his arms up when the Judge ruled in a manner contrary to Respondent's wishes, arguing with the Judge on multiple occasions after the Judge made a ruling in the case, and turning his back on the Judge to make a proffer on the record after the Judge ruled against him.

20. On November 26, 2014, Respondent returned to the Judge's courtroom for another matter.

21. The bailiff approached Respondent in the hallway and advised him that loud and disrespectful behavior would not be tolerated.

22. Respondent became agitated and the bailiff removed Respondent from the courthouse.

23. Additionally, the Honorable Thomas M. Gallen, a Senior Circuit Judge in Manatee County, Florida, voluntarily recused himself from all cases involving Respondent due to Respondent's abusive and disruptive behavior toward the judiciary and others in the courtroom.

24. On one occasion, Judge Gallen ordered the sheriff's deputy to escort Respondent out of the courtroom as a result of Respondent's statements impugning Judge Gallen's character, and loud outbursts towards individuals in the courtroom.

25. Respondent engaged in conduct in connection with the practice of law that is prejudicial to the administration of justice in violation of Rule 4-8.4(d), Rules Regulating The Florida Bar.

26. Wherefore, by reason of the foregoing, Respondent has violated the following Rules Regulating The Florida Bar: **Rule 4-3.4(c)** (Fairness to Opposing Party and Counsel: A lawyer must not knowingly disobey an obligation under the rules of a tribunal); and **Rule 4-8.4(d)** (Misconduct: A lawyer shall not engage in conduct in connection with the practice of law that is prejudicial to the administration of justice).

**COUNT II: 2015-10,633 (6C)**

27. Paragraphs 1 and 2 are realleged and incorporated herein by reference.

28. On June 11, 2012, Maria G. Said retained Respondent to defend her in her foreclosure matter, *Bank of America v. Said, et al.*, Case No. 2011-CA-011635-O, in the Ninth Judicial Circuit, in and for Orange County, Florida.

29. Respondent charged and collected a \$1,575 non-refundable yearly fee from Ms. Said for the representation in 2012, 2013, and 2014.

30. By Order dated July 17, 2014, the court ordered the defendants to file an Answer within ten (10) days.

31. Respondent failed to file an Answer within ten (10) days.

32. On or about August 12, 2014, opposing counsel filed a motion for default requesting the entry of an order of judicial default against Ms. Said.

33. On or about August 15, 2014, Respondent filed an Answer on behalf of Ms. Said.

34. By Order dated September 12, 2014, the court scheduled a non-jury trial in the matter for November 17, 2014.

35. In October 2014, Respondent charged and collected an additional \$3,500 for the trial from Ms. Said.

36. Respondent failed to communicate with Ms. Said until November 2014.

37. On or about November 13, 2014, counsel for Bank of America advised Respondent of its offer for a cash-for-keys settlement in the amount of \$15,000, in exchange for Ms. Said's consent to final judgment. The offer also extended the foreclosure sale date by 120 days.

38. On or about November 13, 2014, Bank of America filed a motion to continue the trial due to their extended review of foreclosure matters in order to comply with National Mortgage Settlement.

39. On November 14, 2014, Respondent advised Ms. Said of Bank of America's cash-for-keys settlement offer, and gave Ms. Said 30 minutes to decide whether to accept or reject the offer.

40. Respondent failed to advise Ms. Said of the motion to continue trial.

41. As a result, Ms. Said believed that the trial was going forward on Monday, November 17, 2014, if she did not agree to the offer.

42. Respondent failed to give Ms. Said an adequate amount of time to consider her options, and she reluctantly accepted the cash-for-keys offer.

43. By letter dated November 13, 2014, the Bank of America Home Loan Team notified Respondent that they were sending information to him to provide to his client. A letter directed to Ms. Said from Bank of America was attached which stated that she was approved to start a trial period plan for a new loan assistance program which included a significant forgiveness of principal and an affordable monthly payment. To accept the trial plan, the first trial payment had to be received by December 1, 2014.

44. Respondent failed to inform Ms. Said of the November 13, 2014, letter or that she was approved to start a trial period plan for a loan modification.

45. Also on November 14, 2014, counsel for Bank of America followed up with Respondent's office regarding its offer to modify Ms. Said's home loan. The terms of the modification offer including lowering Ms. Said's monthly home loan payment, interest rate, and loan principal balance.

46. Respondent failed to advise Ms. Said of Bank of America's loan modification offer.

47. Respondent directed his office to proceed with the \$15,000 cash-for-keys offer without first consulting with Ms. Said about the loan modification offer.

48. On November 14, 2014, Respondent's office advised counsel for Bank of America that Ms. Said would like to proceed with the cash-for-keys offer and not the loan modification.

49. Respondent proposed to retain \$4,000 as his attorney's fee from the \$15,000 cash-for-keys settlement.

50. Respondent did not communicate his proposed fee to Ms. Said.

51. Respondent and his office falsely led Ms. Said to believe that the cash-for-keys offer from Bank of America was for \$11,000 total.

52. On November 14, 2014, Respondent, on behalf of Ms. Said, executed a Stipulated Consent to the Entry of Final Judgment of Foreclosure with Bank of America's counsel.

53. On November 17, 2014, the court entered its final judgment of foreclosure.

54. Despite multiple requests by Ms. Said, Respondent's office failed to promptly comply with reasonable requests for information regarding the settlement.

55. On December 9, 2014, the court entered a Notice of Sale, scheduling the foreclosure sale for January 20, 2015.

56. In January 2015, after receiving notice that Ms. Said was terminating Respondent's representation, counsel for Bank of America communicated with Ms. Said, at which time Ms. Said first learned about the loan modification offer.

57. Counsel for Bank of America informed Ms. Said that when the Bank received notification from Respondent that Ms. Said did not want a loan modification, the Bank extended another offer.

58. Contrary to Respondent's representation, Ms. Said did want a loan modification.

59. On January 15, 2015, counsel for Bank of America filed a motion to vacate the final judgment of foreclosure stating that subsequent to the entry of final judgment plaintiff's counsel received an email from Ms. Said's counsel which indicated that the settlement may not have been authorized or agreed to by Ms. Said, and as such, plaintiff requested that the final judgment of foreclosure be vacated and the case be reset for trial.

60. Thereafter, Respondent withdrew as Ms. Said's counsel, and Ms. Said negotiated with Bank of America on her own.

61. Respondent directed Ms. Said to sign a release discharging Respondent from all claims arising from Respondent's representation to get her \$3,500 trial fee refunded.

62. Ms. Said refused to sign Respondent's release.

63. In February 2015, after Ms. Said filed her complaint with the Bar, Respondent refunded Ms. Said's \$3,500 trial fee.

64. Respondent failed to abide by his client's decisions concerning the objectives of representation, and failed to reasonably consult with the client as to the means by which they were to be pursued in violation of Rules 4-1.2 and 4-1.4, Rules Regulating The Florida Bar.

65. Respondent failed to act with reasonable diligence and promptness in representing Ms. Said in violation of Rule 4-1.3, Rules Regulating The Florida Bar.

66. Respondent failed to promptly inform the client of any decision or circumstance with respect to which the client's informed consent was required in violation of Rule 4-1.4, Rules Regulating The Florida Bar.

67. Wherefore, by reason of the foregoing, Respondent has violated the following Rules Regulating The Florida Bar: **Rule 4-1.2** (Objectives and Scope of Representation); **Rule 4-1.3** (Diligence); and **Rule 4-1.4** (Communication).

**COUNT III: 2015-10,755 (6C)**

68. Paragraphs 1 and 2 are realleged and incorporated herein by reference.

69. On August 5, 2013, Rosalie A. Coyne retained Respondent to defend her in her foreclosure matter, *Wells Fargo Bank, N.A. v. Coyne, et al.*, Case No. 12-012799-CI, in the Sixth Judicial Circuit, in and for Pinellas County, Florida.

70. Respondent charged and collected a \$1,575 fee for the first year of representation.

71. Ms. Coyne was led to believe by Respondent's staff that Respondent's representation would entail negotiating a loan modification on her behalf.

72. Respondent did not attempt to negotiate a loan modification for Ms. Coyne.

73. Respondent never met with or spoke to Ms. Coyne, despite her repeated attempts to speak with Respondent.

74. In September 2014, Ms. Coyne gave Respondent six (6) post-dated checks, each in the amount of \$275, representing Respondent's fee for the following year. Ms. Coyne stopped payment on the last two (2) checks because she believed Respondent was not acting in her best interests.

75. In January 2015, Ms. Coyne communicated with Respondent's office that it was her intention to keep the property.

76. Respondent's office advised Ms. Coyne not to appear for the foreclosure trial scheduled for February 13, 2015.

77. Unbeknownst to Ms. Coyne, on February 12, 2015, Respondent and his associate, attorney Christopher Hixson, contacted counsel for Wells Fargo Bank, N.A. (Wells Fargo), and agreed to settle the foreclosure case.

78. The terms of the settlement agreement included waiving a deficiency judgment, extending the foreclosure sale date for 60 days, and a cash-for-keys payment of \$1,500.

79. Mr. Hixson instructed counsel for Wells Fargo that the \$1,500 cash-for-keys payment was to go to the firm and not the homeowner, Ms. Coyne.

80. Respondent never communicated with Ms. Coyne about the terms of the settlement agreement.

81. Respondent falsely advised Wells Fargo's attorney that Ms. Coyne was unable to sign the settlement paperwork, but that she had agreed to the terms of the settlement agreement.

82. Respondent misrepresented to opposing counsel that he was authorized to sign on Ms. Coyne's behalf.

83. Thereafter, Respondent executed a Settlement Agreement and Consent to Entry of Foreclosure Judgment with Wells Fargo on Ms. Coyne's behalf on February 12, 2015.

84. Respondent engaged in conduct involving dishonesty, fraud, deceit, or misrepresentation in violation of Rule 4-8.4(c), Rules Regulating The Florida Bar.

85. Additionally, Respondent ordered Mr. Hixson's conduct or, with knowledge thereof, ratified Mr. Hixson's conduct.

86. On February 13, 2015, counsel for Wells Fargo appeared at trial and advised the presiding judge that the parties had settled.

87. On February 13, 2015, Ms. Coyne also appeared at trial; however, Respondent did not appear.

88. Ms. Coyne discovered that Respondent had settled her case without her authorization, and that she had 60 days to vacate her home.

89. Ms. Coyne rejected the settlement agreement at trial, and attempted to reach Respondent during the trial, but was unsuccessful.

90. Ms. Coyne terminated Respondent's representation during the trial, and proceeded to negotiate with the bank on her own.

91. Respondent failed to abide by his client's decisions concerning the objectives of representation, and failed to reasonably consult with the client as to the means by which they were to be pursued in violation of Rules 4-1.2 and 4-1.4, Rules Regulating The Florida Bar.

92. Respondent failed to act with reasonable diligence and promptness in representing Ms. Coyne in violation of Rule 4-1.3, Rules Regulating The Florida Bar.

93. Respondent failed to promptly inform the client of any decision or circumstance with respect to which the client's informed consent was required in violation of Rule 4-1.4, Rules Regulating The Florida Bar.

94. Respondent engaged in conduct in connection with the practice of law that is prejudicial to the administration of justice in violation of Rule 4-8.4(d), Rules Regulating The Florida Bar.

95. Wherefore, by reason of the foregoing, Respondent has violated the following Rules Regulating The Florida Bar: **Rule 4-1.2** (Objectives and Scope of Representation); **Rule 4-1.3** (Diligence); **Rule 4-1.4** (Communication); **Rule 4-8.4(c)** (Misconduct: A lawyer shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation); and **Rule 4-8.4(d)** (Misconduct: A lawyer shall not engage in conduct in connection with the practice of law that is prejudicial to the administration of justice).

**COUNT IV: 2016-10,066 (6C)**

96. Paragraphs 1 and 2 are realleged and incorporated herein by reference.

97. On March 31, 2015, April 1, 2015, and April 2, 2015, Process Server Michelle Howard unsuccessfully attempted to effectuate service of two subpoenas upon Respondent at his office in the matter *Aurora Loan Services, LLC v. Decoursy, et al.*, Case No. 08-013349-CI, Sixth Judicial Circuit, in and for Pinellas County, Florida.

98. Respondent's office did not cooperate in facilitating the service, which led Ms. Howard to attempt to serve Respondent at the Pinellas County courthouse on the afternoon of April 2, 2015.

99. On April 2, 2015, Ms. Howard enlisted the assistance of the courthouse deputies to alert her as to when Respondent entered the courthouse.

100. After Respondent entered the courthouse, Ms. Howard approached Respondent, identified herself, stated her purpose, and placed the service papers on top of a box that Respondent carried in his hands.

101. Respondent stated in a loud aggressive voice that Ms. Howard needed to learn the laws and could not serve him in a courthouse.

102. On May 26, 2015, Ms. Howard attempted to serve Respondent at the Pinellas County courthouse with a summons and complaint directed upon him as the corporate representative for Jupiter House, LLC, in the matter, *The Bank of New York Mellon v. Jupiter House, LLC, et al.*, Case No. 2014-CA-000658-WS, Sixth Judicial Circuit, in and for Pasco County, Florida.

103. As a result of Ms. Howard's prior adverse experience in attempting to serve Respondent, Ms. Howard wished to serve Respondent in the presence of witnesses, and again enlisted the assistance of court deputies.

104. On May 26, 2015, a deputy alerted Ms. Howard that Respondent had entered the entryway of a courtroom.

105. Ms. Howard approached Respondent and placed the summons and documents on top of Respondent's wheeled cart that was carrying files.

106. Respondent threw the documents toward Ms. Howard's feet, and stated in a loud aggressive tone that he was not a named party in the action and was unauthorized to accept service.

107. On June 9, 2015, Ms. Howard attempted to serve a subpoena upon Respondent at the Pinellas County courthouse in a third matter, *Nationstar Mortgage, LLC v. Goolsby, et al.*, Case No. 2013-CA-025292, Eighteenth Judicial Circuit, in and for Brevard County, Florida.

108. Respondent was in the courthouse for a hearing before the Honorable Ray E. Ulmer, Jr. in another matter.

109. Ms. Howard enlisted the assistance of courtroom deputies to escort her into a waiting area outside of Judge Ulmer's courtroom.

110. A clerk informed Judge Ulmer that Ms. Howard was waiting to serve Respondent.

111. As a professional courtesy, Judge Ulmer allowed a short recess so that Ms. Howard could effectuate service on Respondent in a private area.

112. The courtroom deputy approached Respondent a total of three (3) times to advise that Ms. Howard was waiting to serve him; however, Respondent refused to leave his seat at counsel's table.

113. The courtroom deputy resorted to handing a note explaining the situation to Judge Ulmer.

114. After issuing his ruling in the case being heard, Judge Ulmer ordered the courtroom deputy to escort Ms. Howard into the courtroom and complete service on Respondent.

115. Upon being served, Respondent stated in a loud and aggressive tone that he could not believe that the courtroom bailiff allowed Ms. Howard to serve Respondent in open court.

116. Respondent failed to uphold and abide by the standards of professional conduct in violation of Rule 3-4.3, Rules Regulating The Florida Bar.

117. Respondent's conduct toward Ms. Howard had no substantial purpose other than to embarrass, delay, or burden Ms. Howard in violation of Rule 4-4.4, Rules Regulating The Florida Bar.

118. Respondent engaged in conduct in connection with the practice of law that is prejudicial to the administration of justice in violation of Rule 4-8.4(d), Rules Regulating The Florida Bar.

119. Wherefore, by reason of the foregoing, Respondent has violated the following Rules Regulating The Florida Bar: **Rule 3-4.3** (Misconduct and Minor Misconduct); **Rule 4-4.4** (Respect for Rights of Third Persons); and **Rule 4-8.4(d)** (Misconduct: A lawyer shall not engage in conduct in connection with the practice of law that is prejudicial to the administration of justice).

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

*Katrina S. Brown*

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## CERTIFICATE OF SERVICE

I hereby certify that the foregoing Complaint has been E-filed with The Honorable John A. Tomasino, Clerk of the Supreme Court of Florida, with a copy provided via email to Mark P. Stopa, Respondent, c/o Scott Kevork Tozian, Counsel for Respondent, at [stozian@smithtozian.com](mailto:stozian@smithtozian.com), using the E-filing Portal; and that copies have been furnished via certified U.S. mail no. 7016 0750 0000 3623 6785, return receipt requested, to Scott Kevork Tozian, at Smith, Tozian, Daniel & Davis, P.A., 109 N. Brush Street, Suite 200, Tampa, Florida 33602-4116; and via email to Katrina S. Brown, Bar Counsel, and Jodi Anderson Thompson, Bar Counsel, at [kschaffhouser@floridabar.org](mailto:kschaffhouser@floridabar.org), [jthomps@floridabar.org](mailto:jthomps@floridabar.org); [nstanley@floridabar.org](mailto:nstanley@floridabar.org), [ahendricks@floridabar.org](mailto:ahendricks@floridabar.org), and [tampaoffice@floridabar.org](mailto:tampaoffice@floridabar.org), on this 20th day of September, 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 are Katrina S. Brown, Bar Counsel, and Jodi Anderson Thompson, Bar Counsel, whose address, telephone number, and primary and secondary email addresses are The Florida Bar, Tampa Branch Office, 4200 George J. Bean Parkway, Suite 2580, Tampa, Florida 33607-1496, (813) 875-9821, and [kschaffhouser@floridabar.org](mailto:kschaffhouser@floridabar.org), [jthomps@floridabar.org](mailto:jthomps@floridabar.org), [nstanley@floridabar.org](mailto:nstanley@floridabar.org), [ahendricks@floridabar.org](mailto:ahendricks@floridabar.org), and [tampaoffice@floridabar.org](mailto:tampaoffice@floridabar.org). Respondent need not address pleadings, correspondence, etc. in this matter to anyone other than trial counsel and to Adria E. Quintela, Staff Counsel, The Florida Bar, Lakeshore Plaza II, Suite 130, 1300 Concord Terrace, Sunrise, Florida 33323, [aquintel@floridabar.org](mailto:aquintel@floridabar.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.