

IN THE SUPREME COURT OF FLORIDA
(Before a Referee)

THE FLORIDA BAR,

Complainant,

v.

STEPHANIE BRUNNER,

Respondent.

Supreme Court Case
No. SC14-1592

The Florida Bar File Nos.
2012-11,105 (20D)
2014-11,121 (20D)

CONDITIONAL GUILTY PLEA FOR CONSENT JUDGMENT

COMES NOW, Stephanie Brunner, Respondent, and files this Conditional Guilty Plea for Consent Judgment. This plea is filed pursuant to Rule 3-7.9(b), Rules Regulating The Florida Bar, and tendered in exchange for the disposition contained herein:

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 acting freely and voluntarily in this matter and is represented by counsel.
3. Respondent is not Board Certified by The Florida Bar in any area of practice
4. This Consent Judgment is intended to resolve the pending case identified herein.

5. Respondent admits to the following facts:

a. TFB File No. 2012-11,105(20D): From August 8, 2011, through November 4, 2011, Respondent hired Ginine Hanco as associate counsel. Attorney Hanco brought three client files with her to Respondent's office from her prior firm. These clients had unused advanced fees that transferred with the files to Respondent's firm. Two days after Respondent received the unused advanced fees from the prior firm, she withdrew the unused advanced fees from her trust account and deposited them into her operating account as payment of attorney's fees. Respondent treated the funds as nonrefundable retainers which were earned upon receipt. Respondent did not execute new fee agreements with these clients upon their transfer to her firm. Respondent did not communicate to these clients that the unused advanced attorney's fees would be treated as nonrefundable and earned upon receipt when the clients transferred to her firm.

Catherine Palmisano transferred with attorney Hanco to Respondent's firm. She had \$954.00 in unused advanced fees that were deposited into Respondent's trust account and subsequently withdrawn by Respondent as a nonrefundable fee earned upon receipt. Ms. Palmisano went with attorney Hanco to her new firm. In December 2011 and January 2012, attorney Hanco requested that Respondent transfer the unused advanced fees for Ms. Palmisano to her new firm and requested an accounting. No funds were available for transfer and Respondent did not

respond to attorney Hanco's requests. Respondent acknowledges that she owes funds to Ms. Palmisano.

An audit of Respondent's trust account was performed by The Florida Bar, which revealed that Respondent was not maintaining minimum trust accounting records and was not following the minimum trust accounting procedures. In addition, Respondent had paid attorney's fees to herself from her trust prior to clients signing closing statements on four occasions. Three instances involved workers' compensation cases where Respondent took her fees five to fifteen days before the closing statements were signed by the clients; one instance involved a personal injury case where Respondent took her fee eleven days before the client signed the closing statement. There does not appear to be any client harm or misappropriation of funds.

b. TFB File No. 2014-11,121 (20D): Respondent represented Ms. Sarabela in a custody matter. She charged a \$1,500 retainer for the representation and allowed Ms. Sarabela to make payments. It is unclear whether the retainer was nonrefundable or to be billed against. Ms. Sarabela and her family made payments towards the representation. Beginning in February 2014, Respondent informed Ms. Sarabela that she could not continue the representation until Ms. Sarabela paid the \$1,500 retainer in full. By then, according to payment receipts and notations, Ms. Sarabela did not owe any additional funds. Respondent's records did not

account for all payments that had been made. In June 2014, Respondent asked Ms. Sarabela for an additional \$1,500 to continue the representation and justified the additional request as having already provided services that exceeded the retainer amount. Respondent did not properly communicate her fee to Ms. Sarabela or properly account for funds received for the representation.

6. Respondent admits that as a result of the conduct described above she is guilty of violation the following Rules Regulating The Florida Bar: **Rule 4-1.5(e)** (Fees and Costs for Legal Services: Duty to Communicate Basis or Rate of Fee or Costs to Client); **Rule 4-1.15** (Safekeeping Property); and **Rule 5-1.2** (Trust Accounting Records and Procedures).

7. Respondent consents to the following discipline:

a. Respondent shall receive a written admonishment by the Referee as attached to the Consent Judgment, which is incorporated herein, subject to Supreme Court approval of the Conditional Guilty Plea for Consent Judgment.

b. Respondent shall contact LOMAS within thirty (30) days of the Court's order approving the Conditional Guilty Plea for Consent Judgment in order to schedule a LOMAS review. Respondent agrees to fully comply with and implement, at Respondent's sole cost and expense, all recommendations made by LOMAS within (60) days of the recommendation. LOMAS will provide the Lawyer Regulation Department of The Florida Bar with status reports as to the

ordered analysis. Failure of Respondent to contact LOMAS or schedule the initial review within these stated times shall constitute failure to fully comply with this consent judgment and may subject Respondent to further proceedings under the Rules Regulating The Florida Bar. Respondent shall pay the \$1,750.00 fee for this program.

c. Restitution to Catherine Palmisano in the amount of \$954.00, to be paid within 12 months of this Court's order approving the Conditional Guilty Plea for Consent Judgment.

d. Respondent shall pay the Bar's costs in this disciplinary proceeding.

8. Respondent agrees that failure to adhere to the terms contained within this Conditional Guilty Plea for Consent Judgment shall constitute a violation of the terms of this agreement and may subject him to further discipline.

9. If this plea is accepted, then Respondent agrees to pay all costs associated with this case pursuant to Rule 3-7.6(q) of the Rules Regulating The Florida Bar, in the amount of **\$2,040.00**. These costs are due in full upon within 30 days of the Court's order approving this consent judgment. Respondent agrees that she will not attempt to discharge the obligation for the payment of the Bar's costs in any future proceeding, including without limitation, a petition for bankruptcy.

10. Respondent further acknowledges her 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 will reflect adversely on any other bar disciplinary matter in which Respondent may later be involved.

11. Should this Conditional Guilty Plea for Consent Judgment not be approved by the Referee and the Supreme Court of Florida, it and all the statements herein shall be void and of no effect whatsoever.

12. This Conditional Guilty Plea for Consent Judgment fully complies with all requirements of The Rules Regulating The Florida Bar.

13. This Conditional Guilty Plea for Consent Judgment has been approved in the manner required by Rule 3-7.9.

Dated: 1.14.15



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Dated: 1/22/15



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Dated: 1/26/15



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