

**IN THE SUPREME COURT OF FLORIDA  
(Before a Referee)**

**THE FLORIDA BAR,**

**Complainant,**

**v.**

**MARK P. STOPA,**

**Respondent.**

**Supreme Court**

**Case Number:     SCI3-1886**

**The Florida Bar**

**File Numbers:     2012-11,175(12B)  
                          2013-10,440(12B)**

**CONDITIONAL GUILTY PLEA FOR CONSENT JUDGMENT**

COMES NOW, the undersigned Respondent, MARK P. STOPA, and files this Conditional Guilty Plea for Consent Judgment, pursuant to Rule Regulating The Florida Bar 3-7.9. 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.

1. Respondent is acting freely and voluntarily in this matter, and tenders this plea without fear or threat of coercion. Respondent is represented in this matter.

2. A grievance committee found probable cause in The Florida Bar File Numbers 2012-11,175(12B) and 2013-10,440(12B).

3. The disciplinary measures to be imposed upon the Respondent are as follows:

A. Public Reprimand - by the Board of Governors of The Florida Bar ;

B. Respondent to attend The Florida Bar's Ethics School; and

C. Respondent will contact James Edgar, M.D., within thirty (30) days of the order of the Supreme Court of Florida approving the Report of Referee, to schedule a psychological evaluation to identify stress-related or any other issues.

Respondent will provide The Florida Bar's headquarters office with proof that Respondent has scheduled an evaluation within (60) days of the Court's Order approving the Report of Referee. Should the evaluation indicate the need for treatment, Respondent agrees to follow the recommendations of Dr. Edgar.

Dr. Edgar will provide his report directly to The Florida Bar. If treatment is required, Dr. Edgar's report will be provided to the Florida Lawyers Assistance (F.L.A.) Program for monitoring.

D. Should a rehabilitative contract result from Dr. Edgar's evaluation, Respondent agrees to be placed on probation, not to exceed a three-year time-period, and sign an F.L.A. contract. Respondent agrees to pay all fees associated with F.L.A. and will abide by all recommendations made by Dr. Edgar and the conditions set forth in the F.L.A. contract.

5. The following allegations and rules provide the basis for Respondent's guilty plea and for the discipline to be imposed in this matter:

A. 2012-11,175(12B): Respondent represented Mr. Barry and Ms. June Schneider in a foreclosure matter in Polk County, Florida. On April 18, 2012, Respondent's office filed a Motion for Reconsideration of Continuance or Denial of Leave to Amend, requesting a continuance to permit his client to amend an answer that the client had previously filed *pro se*. Respondent drafted the motion by oral dictation without reflection and did not review or revise the work product once it was typed. Instead, an associate attorney in Respondent's firm signed the motion on Respondent's behalf. As a result, Respondent failed to edit and remove the inappropriate language before it was filed with the court. In the motion, Respondent impugned the integrity of the Judge.

B. 2013-10,440(12B): Respondent represented a Limited Liability Company ("the L.L.C."), in a third-party purchase of real property. The prior owner of the property purchased by the L.L.C. expressed the desire to reacquire the property. As a result, Respondent's client authorized him to reach an agreement with the prior owner, whereby several post-dated checks were provided to the L.L.C. in order for the prior owner to, once again, become the owner of the property. Once the checks cleared, the L.L.C. would deed the property back to the prior owner. During the time the post-dated checks were being held for presentation to the bank, the prior owner failed to pay homeowner's association

dues, despite his agreement to do so, and the homeowner's association took action against the L.L.C., including adding late charges to their account.

Respondent made numerous attempts to contact the prior owner without success, including emails, a letter, and personal visits by a property manager. Respondent drafted a Motion for Writ of Possession which formed the basis for The Florida Bar's Inquiry/Complaint. The motion was a form that is regularly used in foreclosure cases that do not require a hearing. As the foreclosure judgment had already been entered, the Writ of Possession is the vehicle by which the prior owner is removed from possession. Respondent was aware that if the prior owner was still living in the home, the sheriff would post a 24-hour notice which would, undoubtedly, prompt the prior owner to contact Respondent, at which point they could make arrangements to address the homeowner's association dues issue. Instead of contacting Respondent upon receiving the 24-hour notice, the prior owner wrote a letter to the judge in the matter, which put the sequence of events in motion for the judge vacating the writ and the grievance being filed against Respondent.

During this time, Respondent had subsequently settled the homeowner's association dues issue with the prior owner, the L.L.C. had provided the deed to the prior owner, and the prior owner was never removed from the home. The judge's order was subsequently vacated on January 22, 2013, by Judge William G.

Sestak, based on the Stipulation between Respondent and the prior owner's counsel, who agreed in the Stipulation that Respondent had not made any misrepresentations.

6. By reason of the foregoing, Respondent violated Rules 4-3.3 (Candor Toward the Tribunal), 4-8.2(a) (Impugning Qualifications and Integrity of Judges or Other Officers), and 4-8.4(d) (Misconduct), Rules Regulating The Florida Bar.

7. The Florida Bar has approved this proposed plea in the manner required by Rule 3-7.9, Rules Regulating The Florida Bar.

8. If this plea is not finally approved by the Referee and the Supreme Court of Florida, then it shall be of no effect, and may not be used by the parties in any way.

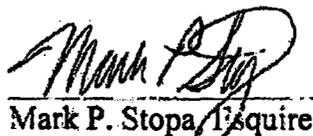
9. If this plea is approved, then Respondent agrees to pay all reasonable costs associated with this case pursuant to R. Regulating Fla. Bar 3-7.6(q) in the amount of \$1,979.25. These costs are due within 30 days of the court order. Respondent agrees that if the costs are not paid within 30 days of 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 R. Regulating Fla. Bar 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.

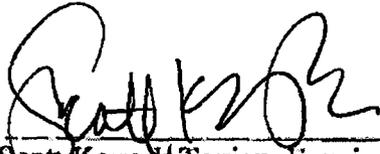
10. Respondent acknowledges the obligation to pay the costs of this proceeding and that payment is evidence of strict compliance with the conditions of any disciplinary order or agreement, and is also evidence of good faith and fiscal responsibility. Respondent understands that failure to pay the costs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

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

Dated this 19 day of May, 2014.

  
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Mark P. Stopa, Esquire  
Respondent

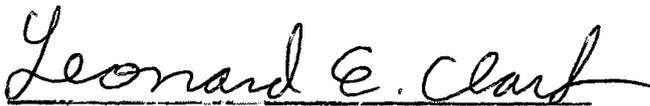
Dated this 20 day of May, 2014.



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Dated this 21<sup>ST</sup> day of May, 2014.



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