

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA**

Case No.: 17-24103-Civ-COOKE/GOODMAN

TIKD SERVICES LLC,

Plaintiff,

vs.

THE FLORIDA BAR, et al.,

Defendants

**PLAINTIFF'S STATEMENT OF FACTS TO BE TRIED AND
RESPONSE TO THE FLORIDA BAR DEFENDANTS'
STATEMENT OF FACTS**

Plaintiff TIKD Services, LLC ("TIKD") submits this statement of triable facts and response to The Florida Bar Defendants' Statement of Facts in Support of Motion for Summary Final Judgment [DE 190], pursuant to Local Rule 56.1.

1. Not contested.
2. Contested issue of fact. The Florida Bar did not open its UPL investigation of TIKD "solely on a news report," as the Bar claims, but in direct response to a complaint made to the Bar by Mark Gold, owner of The Ticket Clinic and TIKD competitor, on December 15, 2016. TIKD 6. The Bar tried to hide this fact by not producing Gold's complaint in response to discovery, by not identifying Gold's complaint in its Privilege Log of withheld documents, and by instructing Jackie Hollander not to identify who made the complaint when she was asked in her deposition. Needelman 55:22-57:7. TIKD eventually obtained Gold's emailed complaint from The Ticket Clinic.
3. Not contested that the article states those things, among others. However, the Bar misrepresents the meaning of TIKD's money-back guarantee, which does not promise "no points," but which promises money back if a driver receives points. Ex. 2 ¶ 3.
4. Not contested.
5. Contested issue of fact. The Bar is misrepresenting the meaning of TIKD's

money-back guarantee, which does not promise “no points,” but which promises money back if a driver receives points. Ex. 2 ¶ 3.

6. Not contested.

7. Contested issue of fact. The Ticket Clinic, a TIKD competitor, sent the Miami *Herald* news report to the Florida Bar. TIKD 6. The Florida Bar refuses to produce the referenced alleged communication between Vazquez and Needelman based on an ungrounded claim of privilege, and therefore cannot rely on its purported statement of fact to defeat summary judgment.

8. Contested issue of fact. The Bar has refused to produce any communications between Vazquez and Needelman, or identify who made the complaint, and therefore cannot rely on its purported statement of fact to defeat summary judgment. The summary judgment evidence shows that The Ticket Clinic made a complaint about TIKD the morning the Miami *Herald* article came out, and that the Bar replied that it would “contact these non-lawyer folks right away and notify UPL.” Ex. 9.

9. Not contested that the Bar sent a letter to TIKD notifying it of its UPL investigation dated December 28, 2016. Ex. 2-C.

10. Not contested that the Florida Bar has authority to investigate UPL, but only within the limits imposed by the Florida Supreme Court Rules, which the Bar violated repeatedly during the course of its investigation.

11. Contested issue of fact. The summary judgment evidence reveals extensive coordination between the Florida Bar and Ticket Clinic lawyers which supports an inference of a combined and concerted effort to put TIKD out of business.

12. Not contested.

13. Not contested.

14. Not contested.

15. Not contested.

16. Not contested.

17. Contested issue of fact. The summary judgment evidence supports an inference that Ted Hollander knew the Bar had opened a UPL investigation of TIKD because, among other things, his law partner Mark Gold had filed a UPL complaint on December 15, 2016, and the Bar replied that it would “contact these non-lawyer folks right

away and notify UPL.” Ex. 1.

18. Contested issue of fact. The Bar refused to produce voluminous documents under an ungrounded claim of “privilege,” and TIKD has therefore been unable to test whether Needelman’s claim is true. The summary judgment evidence supports the inference that Gold’s December 15, 2017, complaint was forwarded to Hollander, because she was the UPL investigator. *See* Exs. 1, 9.

19. Not contested.

20. Contested issue of fact. The summary judgment evidence reveals an extraordinary and atypical amount of communication between the Bar and The Ticket Clinic about the TIKD investigation. *E.g.*, Exs. 2-D, 9, 10, 11, 12, 13, 14, 15, 16, 17, 17, 18, 19, 20, 21, 22, 30.

21. Contested issue of fact. The summary judgment evidence reveals an extraordinary and atypical amount of communication between the Bar and The Ticket Clinic about the TIKD investigation, supporting an inference that Hollander paid close attention to their communications. *E.g.*, Exs. 2-D, 9, 10, 11, 12, 13, 14, 15, 16, 17, 17, 18, 19, 20, 21, 22, 30. Further, both Gold and Hollander referred lawyers to Needelman, confident she would tell callers that TIKD was engaged in UPL. *E.g.*, Ex. 2 ¶¶ 10-13; Ex. 3 ¶¶ 5-13; Ex. 4 ¶¶ 4-6; Ex. 5 ¶ 4; Ex. 2-G; TFB SOF ¶¶26, 40-43.

22. Contested issue of fact. Gold and Hollander’s self-serving testimony is subject to dispute.

23. Contested issue of fact. Gold and Hollander’s self-serving testimony is subject to dispute.

24. Contested issue of fact. TIKD agrees the Bar’s investigation was lengthy, but its length was directed to putting TIKD out of business through attrition of its cooperating lawyers before the Bar’s claims could be tested in court. *See* Nos. 118-120, 125, below.

25. Not contested.

26. Not contested but incomplete. Needelman received at least three phone calls from attorneys representing TIKD’s customers because The Ticket Clinic was telling lawyers to call her. Ex. 2 ¶¶ 10-13; Ex. 3 ¶¶ 5-13; Ex. 4 ¶¶ 4-6; Ex. 5 ¶ 4; Ex. 2-G.

27. Not contested but incomplete. Needelman received at least three phone calls from attorney representing TIKD’s customers because The Ticket Clinic was telling lawyers

to call her. *Id.* After speaking with Needelman, Christopher White understood her “to be telling me that The Florida Bar considered my representation of TIKD customers to be improper.” Ex. 5 ¶ 6.

28. Contested issue of fact. Needelman told each of those callers, in words or effect, that the Florida Bar had found that TIKD was engaged in UPL and any representation of TIKD customers would be unethical. Ex. 2 ¶¶ 10-13; Ex. 3 ¶¶ 5-13; Ex. 4 ¶¶ 4-6; Ex. 5 ¶ 4; Ex. 2-G.

29. Contested issue of fact. Needelman told each of those callers, in words or effect, that the Florida Bar had found that TIKD was engaged in UPL and any representation of TIKD customers would be unethical. Ex. 2 ¶¶ 10-13; Ex. 3 ¶¶ 5-13; Ex. 4 ¶¶ 4-6; Ex. 5 ¶ 4; Ex. 2-G.

30. Not contested that the reference letter is accurately quoted.

31. Not contested.

32. Not contested.

33. Not contested.

34. Contested issue of fact. Julia McKee took “threats from the various TTC defendants” seriously was because they were backed up by the authority of the Florida Bar, as expressed through Needelman’s statements and the Bar Staff Opinion. Ex. 4.

35. Not contested.

36. Contested issue of fact. Although Needelman told White to “read the letter,” she made it clear to White “that The Florida Bar considered my representation of TIKD customers to be improper,” Ex.5 ¶ 6, which is exactly what the Bar’s Hotline was telling lawyers. Ex. 23.

37. Not contested.

38. Not contested that this is what was communicated.

39. Contested issue of fact. Although Needelman may have told Hollander to not direct callers to her, she told Hollander to direct lawyers asking about TIKD to call the Florida Bar’s Ethics Hotline. Needelman 220:1-6, 231:7-14. The Bar’s Hotline, in turn, told those lawyers not to work with TIKD. Ex. 23; Gold 91:9-13.

40. Contested issue of fact. Needelman and Hollander agreed to direct lawyers calling the Bar about TIKD to call the Hotline, where they would be told not to work with

TIKD. *See* Nos. 116, 118-120, below.

41. Not contested.

42. Not contested.

43. Contested issue of fact. Needelman and Hollander agreed to direct lawyers calling the Bar about TIKD to call the Ethics Hotline, where they would be told not to work with TIKD. *See* Nos.116, 118-120, below.

44. Contested issue of fact. Needelman and Hollander agreed to direct lawyers calling the Bar about TIKD to call the Ethics Hotline, where they would be told not to work with TIKD. *See* Nos.116, 118-120, below.

45. Not contested.

46. Not contested.

47. Contested issue of fact. While the Florida Bar purported to “deny” a written staff opinion, in fact it provided Mark Gold a detailed written opinion clearly conveying the message that the Bar disapproved of TIKD’s business and that any attorney representing TIKD clients would be in hot water. Ex. 22. This “denial” letter was later copied, *verbatim*, and became Bar Staff Opinion 3760. Ex. 2-F.

48. Contested issue of fact. Although the pending litigation did not prohibit the issuance of an ethics opinion, the Florida Bar’s pending UPL investigation did.

49. Contested issue of fact. While the Florida Bar purported to “deny” a written staff opinion, in fact it provided Mark Gold a detailed written opinion clearly conveying the message that the Bar disapproved of TIKD’s business and that any attorney representing TIKD clients would be in hot water. Ex. 22. This “denial” letter was later copied, *verbatim*, and became Bar Staff Opinion 3760. Ex. 2-F.

50. Contested issue of fact. Mark Gold was not “frustrated,” because he had no intent to “take cases from TIKD,” because he was currently suing TIKD and alleging that its business model was illegal. *See* No. 98, below. The summary judgment evidence shows that Gold and The Ticket Clinic’s goal was to put TIKD out of business, not to work with it. *Id.* The Florida Bar was well aware of this, based on Gold and Hollander’s extensive communications with the Bar. *See* No. 21, above.

51. Contested issue of fact. While the Bar’s staff opinion was purportedly directed to Barry Kowitt, in fact Kowitt was merely a stalking horse for The Ticket Clinic.

Hollander asked Kowitt to request an ethics opinion and gave Kowitt Gold's prior opinion request, which Kowitt copied *verbatim* and submitted to the Bar. Kowitt 58:11; 62:5-25; Ex. 26. Like Gold and Hollander, Kowitt had no intent to work with TIKD, considering them "douchbags." Ex. 8. When Kowitt received the Bar Staff Opinion, he gave it to Hollander, who removed Kowitt's name and circulated. Ex. 27

52. Contested issue of fact. The summary judgment evidence shows that the Bar, Gold, Hollander and Kowitt cooperated in producing and distributing Bar Staff Opinion 37603 in order to put TIKD out of business. *See* Nos. 110, 114-118, below.

53. Not contested.

54. Unknown.

55. Not contested but incomplete. The summary judgment evidence supports an inference that the Florida Bar knew exactly how Bar Staff Opinion would be used, because the Bar knew it was, in fact, Mark Gold's request dressed up as a request from another lawyer.

56. Not contested.

57. Contested issue of fact. The Bar misstates its rules. Issuing the Bar Staff Opinion violated the Bar's rules.

58. Not contested.

59. Not contested. The Florida Bar cannot, in fact, comply with its own rules when answering anonymous hotline calls.

60. Contested issue of fact. The claimed number of calls, 24,000-25,000 in 2017, would mean the Bar received an average of 67 calls a day, 365 days of the year, or an average of 94 calls per weekday, including holidays. This purported volume of calls is wholly inconsistent with the testimony of the Bar's ethics counsel.

61. Not contested, except that Florida Bar Staff Opinion 37603 should not have been issued at all, and therefore should not have been "public record."

62. Contested issue of fact. The Florida Bar made its own "determination" that TIKD was engaged in UPL and communicated that "determination" repeatedly to attorneys, causing them to stop working with TIKD. *See* Nos. 103, 118-120, below.

63. Contested issue of fact. The Florida Bar made its own "determination" that TIKD was engaged in UPL and communicated that "determination" repeatedly to

attorneys, causing them to stop working with TIKD. *See* Nos. 103, 118-120, below.

64. Disputed issue of law, to the extent the Florida Bar claims immunity based on that status. *See* briefing.

65. Contested issue of fact. TIKD does not “share a portion of the fee that it receives.” TIKD pays attorneys a flat rate to defend traffic tickets, which is not determined by the amount the customer pays TIKD. Ex. 2-A.

66. TIKD is unable to respond to this statement because it lacks sufficient foundation to be understandable.

67. Contested issue of fact. TIKD attorneys do not “participat[e] in TIKD’s payment of fines, fees, and/or court costs for its customers.” TIKD alone is responsible for such payments. Ex. 2.

68. Not contested.

69. Contested issue of fact.

70. TIKD is unable to respond to this statement because it lacks sufficient foundation to be understandable, and it appears to be a purported statement of law, not fact.

71. Contested issue of fact. *See e.g.*, No. 103, below.

72. Not contested that the Amended Complaint is accurately quoted, in part.

73. Not contested that the Amended Complaint is accurately quoted, in part, but contested that the Florida Bar’s actions that form the basis of TIKD’s complaint were engaged in as “an arm of the Supreme Court of Florida,” and contested that TIKD alleges that the Florida Bar does not provide “access to legal service.” The Florida Bar has a monopoly over “access to legal services.”

74. Not contested that TIKD itself does not provide legal services, but contested that TIKD does not “directly provide” legal services, because through TIKD, drivers obtain legal services provided by independent Florida lawyers.

PLAINTIFF’S STATEMENT OF FACTS

75. TIKD operates a website at <http://www.tikd.com> through which it provides a set of services to persons who have received traffic tickets. Ex. 2 ¶ 3. *Id.* A driver who receives a ticket can upload an image of it to TIKD. *Id.* If TIKD is able to provide its

services as to that ticket, it will offer its services at a fixed charge, a discount based on the potential fine. *Id.* For that one charge, TIKD's customers obtain access to an independent attorney who fights the ticket, and TIKD provides a financial guarantee that the customer will not have to pay any additional fines or costs, regardless of the outcome. *Id.*

76. TIKD and its employees do not provide legal advice or representation. Ex. 2 ¶ 4. All legal services are provided by independent, licensed attorneys, without TIKD's participation or control. *Id.* The attorney and ticketed driver enter into direct attorney-client relationships. *Id.* TIKD pays the lawyer a flat rate per representation. *Id.*

77. The Ticket Clinic is a Florida-based ticket-defense law firm. DE 186 ¶ 18. Defendants Gold, Hollander, Azcano, Lotter and Willhot are Ticket Clinic lawyers. *Id.* The Ticket Clinic claims to have been in business for 31 years and to provide ticket defense in every county in Florida. *Id.* ¶ 19.

78. TIKD competes with The Ticket Clinic because it assists drivers in obtaining Florida lawyers to defend their tickets. DE 186 ¶ 22.

79. Fewer tickets are being written in Florida each year. Kowitt 132:2-7; 149:13-14. The pie is shrinking for Florida ticket lawyers "because of all the competitors." *Id.* 132:2-7. It is no longer "easy to get the phone to ring" at The Ticket Clinic, and "it costs a lot to get the phones to ring." Ex. 6.

80. The Miami *Herald* published an article about TIKD on December 15, 2016. Ex. 2-B. The article reported that TIKD "put the power of big data to work," "parsed government data on traffic tickets" and "built an algorithm that can quickly digest the details of a ticket and predict chances of dismissal." *Id.* The article reported "TIKD contracts with a network of licensed and experienced ticket lawyers to do the legal wrangling." *Id.* at 2. It quoted a satisfied TIKD customer who criticized her experience with The Ticket Clinic. *Id.*

81. At 8:36 a.m. on the day the *Herald* article was published, Mark Gold emailed it to Kathy Bible at the Florida Bar, claiming TIKD was "illegal," without citing any legal authority for his claim. Ex. 1.¹ Bible responded at 9:14 a.m., promising Gold "I'll contact these non-lawyer folks right away and notify UPL." *Id.*

¹ On August 10, 2017, TIKD entered into a settlement agreement with The Ticket Clinic to resolve litigation pending in Miami-Dade County (the "Settlement"). *See* DE 43-2. The Settlement

82. After receiving Gold's email, the Florida Bar opened a UPL investigation of The Ticket Clinic's new competitor, TIKD. Ex. 2-A. The Bar told TIKD its investigation was "based on the article published in the Miami Herald on December 15, 2016," but failed to disclose that its investigation was generated by TIKD's competitors. *Id.*

83. The Bar has tried to disguise the fact that its UPL investigation was opened in response to The Ticket Clinic's complaint. The Bar did not produce the December 15, 2016 email from Gold to Bible in discovery. It did not list that email on its Privilege Logs. Ex. 7. The Bar repeatedly claimed in its filings that it investigated TIKD because of the *Miami Herald* article, not The Ticket Clinic's complaint. *E.g.*, DE 189 at 6. The Bar disclosed a later UPL complaint by a Ticket Clinic lawyer, without claiming privilege. Ex. 2-D.

84. Jackie Needelman, Bar UPL counsel, first claimed the TIKD investigation was opened "based on a newspaper article that came to our attention." Needelman 55:10-13. She then admitted the article "was forwarded to us" but had "no idea" who forwarded the article, even though Gold emailed it to the Bar under his name. Ex. 1. Needelman was instructed by counsel not to identify who sent the article. Needelman 55:22-54:1; 56:22-57:7. TIKD learned the identity when The Ticket Clinic produced the email. *See* Ex. 1 (Bates No. TC 000370).

85. On February 27, 2017, Ted Hollander, a Ticket Clinic lawyer, filed a two-sentence, hand-written UPL complaint with the Bar. Ex. 2-D. Hollander cited no statute, rule, or case law. *Id.* He simply claimed TIKD "seemed to be" engaged in the unlicensed practice of law. *Id.* Hollander failed to state that independent, licensed Florida attorneys represent TIKD's customers in court. *Id.*

86. The Bar opened a second UPL investigation of TIKD based on Hollander's complaint. Needelman 54:20-21; 65:1-4; 68:8-15.

provided that, for eight months from its execution, TIKD would not file "lawsuits with the same subject matter" as the Settlement resolved, but that TIKD could file suit based on "new or different" facts. *Id.* TIKD therefore noted this temporary constraint in its Complaint, limiting its claims against The Ticket Clinic defendants to acts taken by them after August 10, 2017. The Settlement's restriction expired April 20, 2017, so TIKD is no longer so constrained in its claims against the Ticket Clinic Defendants. TIKD does not believe a pleading amendment is necessary. But, insofar as this Court conclude otherwise, TIKD hereby seeks leave to amend its Amended Complaint to delete Footnote 16 and the second sentences of Paragraphs 87, 91, 94, 98, and 101, each of which states: "Plaintiff does not base claims against The Ticket Clinic or its lawyers on any acts taken by them prior to August 11, 2017."

87. Hollander and Barry Kowitt, a ticket defense lawyer, discussed the competition TIKD posed in an email asking “Did you guys inform the Bar of these D-bags?” Ex. 8. Hollander told Kowitt the Bar was “looking into it” and “[w]e already turned them in,” telling Kowitt to do the same, “attention Kathy [B]ible at the bar.” *Id.*

88. On March 20, 2017, the *Miami Herald* reported that TIKD had expanded to Broward County and planned to expand to Orlando, Tampa and Jacksonville. Ex. 9. Hollander promptly forwarded the article to Needelman, demanded “prompt attention” and asked “What is the next step?” *Id.*

89. Gold also exerted pressure, sending a lengthy email addressed “Dear Alan and Jackie,” to Needelman and Alan Anderson, chair of the local UPL committee, on March 22, 2017. Ex. 10. Gold claimed TIKD “is a scam, plain and simple,” without citing a legal basis for his claim and, like Hollander, omitting that TIKD customers are represented by independent Florida lawyers. *Id.*

90. Gold hired a private investigator to look into TIKD’s customers. Gold 230:1-8. He sent the investigator’s report to the Bar, falsely claiming that TIKD’s Facebook reviews were “bogus.” Ex. 11.

91. Somehow, Gold’s investigator found TIKD customer’s home addresses, dates of birth, driver’s license numbers and at least one Social Security number, and included them in the report Gold sent to the Bar. Ex. 11. There is no indication the investigator or Gold made any effort to contact TIKD or the customers they falsely accused of posting “bogus” reviews. *Id.* The personal information was not redacted when sent to the Bar. Gold 230:12-14. Needelman was unconcerned. Needelman 95:1-13.

92. On May 19, 2017, Gold continued to pressure the Bar by sending multiple emails to Needelman, claiming TIKD ads are “beyond misleading.” Exs. 12, 13, 14, 15.

93. Four days later, Gold again sent Needelman multiple emails, calling TIKD a “scam upon a scam” and a “total fraud.” Exs. 16, 17.

94. On July 7, enraged by more positive press for TIKD, Gold emailed Needelman an article, falsely claiming it shows TIKD “admitting to fee splitting.” Ex. 18.

95. On July 14, Gold emailed a TIKD video clip to Needelman, complaining “[t]hey are still advertising.” Ex. 19.

103. Elizabeth Tarbert, Florida Bar Ethics Counsel, wrote her counterpart at the Virginia State Bar what “we are telling lawyers who call asking if they should be involved with TIKD.” Ex. 23. The Bar was telling lawyers TIKD “may be engaging in UPL,” that “[i]t looks like there is fee splitting,” *id.*, and TIKD was providing “financial assistance to a client that the lawyer cannot participate in.” *Id.* Tarbett admitted a lawyer told these things “might” decline to do business with TIKD. *Id.* 76:14-25. Tarbert knew the Florida Supreme Court had made none of these determinations. Tarbert 69:24-70:3.

104. On May 31, 2017, Philip Moffitt, a coverage lawyer for TIKD, gave TIKD notice that “I will be unable to assist with any TIKD cases” and that any previous cases he accepted from TIKD “will not be covered.” Ex. 24. The Florida Bar advised him “not to take any cases for TIKD or any coverage from an attorney hired by TIKD,” and that the Bar counsel he spoke with “recommended not to be involved.” *Id.*

105. On June 9, 2017, another TIKD coverage lawyer, Brett Metcalf, expressed concern that TIKD “will get me in hot water with the Bar.” Ex. 25. After he said he was working with TIKD to “a representative from the Florida Bar’s Ethics Hotline,” he was told “I can’t recommend that.” *Id.*

106. Although she now denies it, Needelman told Ray Abadin, counsel for TIKD, in a telephone call on August 4, 2017, that TIKD was engaged in UPL, and that “we” don’t like TIKD’s business model. DE 1 ¶ 67.

107. On August 14, 2017, another TIKD coverage lawyer quit, saying he “heard the bar has had issues with [TIKD’s] app and The Ticket Clinic in particular is going after anyone who uses it so sorry I can’t cover.” Ex. 3-A.

108. In a filing with the Bar, Hollander cheered the success in causing a coverage lawyer to “cease[] his affiliation with TIKD.” Ex. 3-A.

109. On August 28, 2017, an Orange County TIKD coverage lawyer quit, because he did not “want a bar complaint,” reporting “if you speak with the Bar UL attorney, she relates bad things” about TIKD, and that he “was deeply concerned after speaking with he[r]” about TIKD. Ex. 3-B.

110. The Ticket Clinic arranged to obtain another negative Bar opinion about TIKD. Hollander, knowing he had filed multiple Bar complaints against TIKD and its cooperating attorneys, asked ticket defense lawyer Kowitt to submit Gold’s “denied”

opinion request. Kowitt 57:24-58:10. Hollander knew Kowitt did not intend to work with “those D-bags.” Ex. 8. Hollander gave Kowitt Gold’s previous opinion request letter, and Kowitt copied it word-for-word and submitted it to the Bar on his letterhead. Kowitt 58:11; 62:5-25; Ex. 26.

111. While the opinion request was pending, Hollander told the *Miami Herald* “I am confident that the bar will take the necessary steps to end this service.” Ex. 2-L.

112. Less than a week later, the Bar issued Florida Bar Staff Opinion 37603 in response to Kowitt’s request. Ex. 2-F. Its substance was word-for-word identical to Quintiliani’s earlier “denial” letter to Gold. Compare Ex. 22 with Ex. 2-F. Quintiliani cut-and-pasted her earlier letter, doing no further research or analysis. Quintiliani 122:25-123:11. Her only addition was a final summary paragraph:

In conclusion, it appears that participating in the program raises ethical concerns regarding fee splitting with a nonlawyer, solicitation, indirect attorney client relationships, and the unlicensed practice of law and financial assistance to clients. Ex. 2-F.

113. Despite having just stated that working with TIKD “raises ethical concerns” about “the unlicensed practice of law,” the opinion admitted “whether it is lawful for the company to provide the services as described as a legal question, beyond the scope of an ethics opinion.” Ex. 2-F.

114. Kowitt forwarded Bar Staff Opinion 37603 to Hollander, who immediately forwarded it to Needelman and Bar counsel Anne Marie Craft, stating “I thought you might find it interesting and helpful in your own investigation.” Ex. 36; Ex. 27.

115. Hollander told Kowitt he was going to “delete your name and then circulate this to every traffic lawyer that I can think of. You OK with that? That should end it.” Ex. 27. Kowitt responded “As long as my name is nowhere on there, I am fine with it.” *Id.* Hollander then forwarded Bar Staff Opinion 37603 to multiple lawyers telling them to “please make copies and pass around to attys in traffic court.” Ex. 28. Kowitt knew the scheme would stop lawyers from working for TIKD and that was just the goal he sought. Kowitt 78:15-79:16.

116. The Ticket Clinic told attorneys representing TIKD customers that The Florida Bar had determined TIKD was engaged in UPL, and to call the Bar’s UPL Counsel, Needelman, for confirmation. Ex. 2 ¶¶ 10-13; Ex. 3 ¶¶ 5-13; Ex. 4 ¶¶ 4-6; Ex. 5 ¶ 4; Ex. 2-

G. A Ticket Clinic lawyer told a TIKD coverage lawyer “2 findings were made by the FL Bar regarding TIKD cases” and to “call the Bar Ethics and Bar Counsel Jackie Needelman in Miami” to confirm. Ex. 3-C.

117. Revealing fear of price competition, Hollander agreed with a traffic attorney that working with TIKD is “not worth the trouble for the pennies” TIKD pays. Ex. 6. He said another lawyer “is a fool” to take TIKD cases because “They pay Pennines [sic] to cover anyway / 15 a case I think,” and that “If they succeeded they would be bad for all of us;” bragging “I have been on their ass since day 1 / Fighting for all of us.” *Id.*

118. On September 27, 2017, Julia McKee, a TIKD coverage lawyer, called Needelman and asked if The Florida Bar had issued a letter saying TIKD was engaged in UPL, as Ticket Clinic lawyers told her to do. Ex. 4 ¶ 7. Needelman did not deny such a letter had been issued, leaving McKee with the impression that such a determination may, in fact, have been made by the Bar. *Id.*

119. Simon called Needelman to ask if the Bar had found TIKD was engaged in UPL. Ex. 3 ¶ 11. She said a Bar Circuit Committee had “determined” TIKD was engaged in UPL, but this “determination” needed “some other approvals” before it would be “finalized.” *Id.* Based on Needelman’s statements, Simon concluded the Bar had decided TIKD was engaged in UPL and any further “approval” was a formality. *Id.*

120. On September 28, 2017, Christopher White called Needelman and asked if the Bar had determined TIKD was engaged in UPL, as he had been told by Hollander. Ex. 5 ¶¶ 4-6. Needelman told White to “read the letter” Hollander had given him stating that a Bar committee had recommend further proceedings. *Id.* ¶ 6. From Needelman’s statement, White understood she was telling him the Bar considered White’s representation of TIKD customers to be improper. *Id.*

121. Hollander emailed Ken Bryk, Florida Bar counsel, on October 4, 2017, confirming “I have filed complaints against all of the attorneys that I know of that covered for TIKD,” listing six: – Ostroff, McCormick, Simon, McKee, Estella and White.” Ex. 30. Responding to another ticket defense lawyer, Hollander confirmed the Bar was “on our side” and “the bar is supposed to protect guys like you and me that spent 3 yrs getting a law degree,” even though lawyers representing TIKD clients also have law degrees. Ex. 6. Lawyers who had worked with TIKD shifted to working for The Ticket Clinic. Ex. 2.

122. Hollander used the Bar Staff Opinion to “threaten any attorney in Broward County who takes TIKD cases with a bar complaint.” Ex. 31.

123. On October 12, 2017, Hollander emailed the Bar “[j]ust to keep you informed,” that McKee “continues to cover” TIKD cases, and “I thought you’d want to know that. Ex. 32.

124. In response to the Defendants’ actions, the Rudman Law Group refused to cover TIKD cases. Ex. 33.

125. Hollander bragged to Kowitt that “[t]he bar is actively pursuing all attys with complaints against them for covering their cases,” and that “TIKD has reduced their counties from 20 to 4, so their days are numbered,” and wishing they would “just leave us alone!” Ex. 29.

126. In October 2017, Needelman was sharing with The Ticket Clinic the substance of confidential calls she had with lawyers representing TIKD clients. *See* Ex. 35 at 1, 7-8. Hollander told a lawyer representing TIKD clients to call Needelman. *Id.* Later, Needelman confirmed to Hollander she had received a call from a lawyer asking about representing TIKD clients. *Id.* Hollander then used the information Hollander gave him in an ethics complaint he filed with the Bar against the targeted attorney. *Id.*

127. In November 2017, the Bar released non-public information to The Ticket Clinic, but not to TIKD, about the status of its UPL investigation, which The Ticket Clinic promptly used to issue a press release attacking TIKD. Ex. 34.

128. TIKD’s counsel asked in writing on September 28, 2017, that The Florida Bar confirm, publicly, it had not reached a conclusion or made a finding about TIKD. Ex. 2-G. The Bar refused to make any such statement, allowing the impression that it prejudged TIKD remain. Ex. 2 ¶ 16.

129. TIKD requested it be allowed to appear before the Bar’s UPL Standing Committee when it considered the Bar’s investigation of TIKD at its meeting on October 13, 2017. Ex. 2 ¶ 17. The Bar refused, without explanation, declaring that TIKD “will not be able to participate.” *Id.* ¶ 18; Ex. 2-I. TIKD then provided a 9-page, single-spaced explanation of compliance with Florida law to the Standing Committee members. Ex. 2-A. TIKD received no response. Ex. 2 ¶ 19.

130. Finally, TIKD requested to meet with Bar leadership to discuss the public and inaccurate statements about TIKD being made by the Bar and being attributed to the Bar. Ex. 2 ¶ 20. The Bar rejected TIKD's request in a one-sentence letter. Ex. 2-J.

131. The Ticket Clinic publicly misrepresented the Bar's authority, telling the Miami *Herald* the Bar would be enjoining TIKD "at any moment," suggesting the Bar might even make arrests, when Gold and the Bar knew it had no such power. Ex. 2-K. TIKD asked the Bar to correct these false statements about the Bar's authority. Ex. 2-M. The Bar did nothing.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I certify that a true and complete copy of the foregoing was served on counsel below in a manner authorized by the Federal Rules of Civil Procedure on August 15, 2018:

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