IN THE SUPREME COURT OF FLORIDA

THE FLORIDA BAR,

Petitioner,

v.

FRANK RAY KEASLER JR.,

Respondent.
_____/

Supreme Court
Case No. SC-21-1520

The Florida Bar File
No. 2021-00,303(4C) OSC

REPLY TO PETITION FOR CONTEMPT AND ORDER TO SHOW CAUSE

Respondent, Frank Ray Keasler, Jr. ("Respondent"), pursuant to Rule 3-7.11(f)(1)(C)(i), Rules of Discipline, hereby answers the Petition for Contempt and Order to Show Cause filed by Petition in the above-referenced matter, and states as follows:

1. General Denial

Respondent hereby denies any and all claims of Petitioner that Respondent has in Respondent's conduct of a lawful business consulting business, conducted "the practice of law". Respondent states further, Petitioner's actions are just the further persecution of Respondent now that Respondent is in the process of filing a Federal Lawsuit against Petitioner, Ms. Frances Walker, Mr. James Watson, Mr. Carlos Leon, John Travolta, several of his lawyers, Judge William Watson and this Court, for the intentional trampling of Respondent's Constitutional rights, and for the unlawful taking of my constitutionally protected property: an active law license. Please see Exhibit "A" attached hereto. As part of this categorical denial of ever holding myself out as a lawyer I would point the Petitioner and this Court to Rule 4-5.5(b) which states:

(b) Prohibited Conduct. A lawyer who is not admitted to practice in Florida may not:

(1) except as authorized by other law, establish an office or other regular presence in Florida for the practice of law;

(2) hold out to the public or otherwise represent that the lawyer is admitted to practice law in Florida; or

(3) appear in court, before an administrative agency, or before any other tribunal unless authorized to do so by the court, administrative agency,

or tribunal pursuant to the applicable rules of the court, administrative agency, or tribunal.

As known by the Petitioner, and now same is known to this Court, I have never held myself out as a lawyer from the day this Court did that which has never happened in the State of Florida by the very people sworn to uphold my constitutional rights who nevertheless violated blatantly that oath of office by taking from me a valid and valuable property right-my law license. Such taking occurred for the first time in our state's history when this Court did so without one word of factual or legal support to justify the taking of a constitutionally protected property right; a clear due process violation that has been the "supreme law of the land" for decades if not centuries. Never has this happened before but never before in the history of the United States (my firm spent 2 weeks in 2008 researching this point of law) has a lawyer been disqualified from representing a client (cf. The Travolta matter) where such lawyer never appeared in the case at bar nor had anything to do with the transaction (subject matter) at the heart of the litigation: but in my case both transgressions befell me! In closing this categorical denial, the Court should take note that, as with the two cases cited by the Petitioner in support of this retaliatory Petition, this Court has NEVER **[Emphasis Mine]** found a lawyer in contempt for the unauthorized practice of law except when the Court found the unlicensed lawyer held his or herself out to be a lawyer. Petitioner cannot proffer one shred of evidence that the Respondent has ever held himself out as a lawyer since February 8, 2014. I hope this Court will not trample again my constitutional rights and again ignore its own precedents as it did in the Garemore matter.

2. Specific Denial to Specific Factual Allegations

Respondent states unequivocally, I never violated any of the enumerated prohibitions of Rule 4-5.5(b). To the contrary, I was engaged by Steve Jacobs the owner of FOI Properties, LLC ("FOIP") as a professional to serve in the operations of FOI as its "Transaction Manager" to assist the company in "such capacity" in its leasing of its singular commercial property. I was hired by Mr. Jacob's and such engagement was approved by Mr. Chris Scully the other member of the LLC. A copy of my Business Consulting Agreement is attached hereto as Exhibit "B". Unless this Court intends to trample on my constitutional rights again and throw out the "contract clause" of the United States and State of Florida constitutions, then this Court wants for any jurisdiction over what I do as a private citizen as a business consultant. In fact, the Petitioner took this very same opinion and unless the doctrine of estoppel is just another legal premise this Court intends to obviate (as it has

in the past with me), then the Petitioner is “estopped” from taking a position herein under basically the same facts, that is juxtaposed to its unequivocal position taken in the past. Please see Exhibit “C” where in 2017 at the behest of a disgruntled employee a Florida Bar grievance file was opened (The Florida Bar File No. 2017-00,310(4D)) where under the same “consulting agreement” I was engaged as the Chief Business Officer of a real estate group. In such engagement I wrote leases, employment agreements, service agreements, entity governance documents, handled internal and external disputes, appeared in code enforcement court as the “corporate representative”, worked with the CEO and CFO in producing SEC reporting and managed, directed and closed over 100MM dollars of real estate sales, purchases and financing. In such 2017 matter and after “[a]ll documents submitted in th[e] matter were carefully reviewed [,]” the Bar found “there is insufficient evidence from the materials provided that Mr. Keasler has violated any of the rules adopted by the Supreme Court of Florida which govern attorney discipline.” Imagine that: neither the Florida Bar nor this Court has jurisdiction on the private contracts of businesses which engage consultants and key personnel.

I never represented to Mr. Scully that I was a lawyer and Mr. Scully never represented to the Bar any conduct or communication by me to the contrary. Mr. Jacobs who hired me and managed my relationship with FOIP, had engaged me previously to assist in the merger of Mr. Jacob’s company, “Florida Office Interiors”, with the operations of “Interior Fusion” (“IF”) and upon successful completion of such merger, asked me to assist him in the leasing of the property owned by FOIP of which Mr. Jacobs is a Member and in which building of FOIP, IF maintains its North Florida operations. No differently than in 2017, I handled the projects for Mr. Jacobs as assigned. If this Court does other than close this file and await service of process originating from the United States District Court, Middle District of Florida, Jacksonville Division, then in any trial convened in Duval County and administered by an appointed Referee, several clients and lawyers in North Florida are going to testify categorically-as I stated in my reply to the frivolous complaint filed against me in 2017-“I have a penchant for making sure anyone with whom I deal knows I am not acting in the capacity or standing of legal counsel.” Such testimony will include the several lawyers I have engaged for my clients and such lawyers are going to testify of the several referrals I have made to their firm; So, the Petitioner’s argument is the Respondent was holding himself out as a lawyer but hiring lawyers for his clients?

When the tenant under the FOIP lease I drafted failed to pay rent FOIP called me because they observed the tenant moving out over the weekend and taking all inventory and FF&E which was encumbered by a valid statutory landlord's lien. As a business consultant to FOIP, I recommended that the locks be changed and a lawyer hired to file a complaint, including a claim for injunctive relief. I said if the lien for rent is obviated by the removal of the tenant's personalty, you will probably not see a dime in rent from the defaulting tenant. Mr. Ford Campbell in his typical visceral and scathing behavior showed up at the FOIP building threatening Mr. Jacobs' wife with arrest and also wrote a threatening letter to FOIP claiming all kinds of torts and illegal behavior and, of course, a demand for legal fees. Mr. Scully, out of fear of paying legal fees, chose to withdraw any act to "preserve the status quo" and the tenant moved out. Ironically and oh so typically in the legal profession, the lawyer that filed the complaint against me, has been paid in excess of $20,000.00 by FOIP in a breach of lease action. Sadly, FOIP will never see a dime if its money and yet Mr. Wachs, who filed the complaint which gave rise to the Petitioner's Petition in this matter, just keeps on billing his client!

3. Objection to Jurisdiction

For the record, I object categorically that this Court has jurisdiction over my business activities unless by once being a lawyer in Florida, the 13th amendment (I'd cite the 14th but this Court has already shown it will ignore such legal import) no longer applies to me and therefore I am indentured to this Court until the day I am called home by the Lord! I do find it quite reassuring of my faith in God that I would be such a consternation to such a corrupt organization as the Petitioner. Please understand, I have been investigating the course of how my license was taken "because of John Travolta" and clearly unless there is a constitutional amendment of which I am unaware, property cannot be taken because a celebrity threatens to leave the state. From my investigation it is clear, Mr. Leon and Mr. Watson suborned perjury in letting Mrs. Garemore testify to what now I know were "words put in her mouth" by John Travolta's lawyers. I believe discovery will show categorically such perjured testimony was known to be as such by Messrs. Leon and Watson. I also believe the facts will show such perjured testimony was known to Judge Watson and Ms. Walker. Now this Court without any evidence and based only on the naked accusations of the executive staff of its "controlled subsidiary" (a clear conflict save the singular despotic hand at work) which is clearly at controversy with me. What a constitutional overreach of this Court, given I am not a lawyer, and yet it still thinks it can execute in persona jurisdiction over me based on what is nothing

more than retaliatory, unsupported, naked and prejudiced allegations, unless now an adversarial party offering up self-serving accusations is not prejudiced testimony; and might I remind the Court, allegations that do not even allege acts which are a violation within the purview of this Court or which are violative of any of the Rules Regulating the Florida Bar. I have not:

(i) establish[ed] an office or other regular presence in Florida for the practice of law;
(ii) H[e]ld out to the public or otherwise represent[ed] that [I am] admitted to practice law in Florida; or
(iii) Appear[ed] in court, before an administrative agency, or before any other tribunal unless authorized to do so by the court, administrative agency, or tribunal pursuant to the applicable rules of the court, administrative agency, or tribunal.

And might I add, this Court's Order to Show Cause and such exercise of authority is executed without even questioning the veracity of a complaint lodge against me by a legal person in controversy with me. Just know, every lawyer I have asked to assist me has contacted the Bar and interestingly, immediately gone dark and no longer will communicate with me. We will be taking the depositions of such lawyers and seeking the production of their phone records for the times "at issue". But with the Petitioner looking "down the barrel" of a federal lawsuit and a national press conference we are arranging in order to point out the corruption at Petitioner's operations and the unconstitutional acts of this Court, I guess, filing this retaliatory petition for contempt and this Court issuing an Order to Show cause, is the classic "shoot the messenger" when the message is indicting.

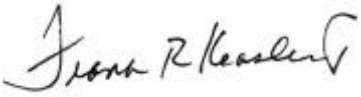
4. Summary and Closing

Attached as Exhibit "D" is a letter I wrote in January of 2014 (but never mailed) when this Court excoriated and trampled my constitutional rights and basically killed the very soul of a man who since adolescence only wanted to be a preacher or lawyer. I was reared believing same were a calling on a man's life; such a man pursued something more noble in being a servant of the people. As a child my father spoke of the wisdom, even nobleness of his Uncle Roy, my great-great uncle, who was a Justice and Chief Justice of this Court, obviously in era of much greater judicial and professional integrity than today. I was so influenced by the greatness of such a man in my family. I remember so well the exuberance of reading case after case in a "Florida Law Class" which were pinned by "J. Chapman" and "C.J. Chapman" in the '40's and 50's, knowing that same penchant for wisdom and a higher calling

rested in and on me. When this Court trampled my rights in 2014, my wife left me and abandoned my children and me. My children have spent the last 7 years trying to heal their broken hearts and I have labored intensely to make a living. This matter will be part of my complaint against the Petitioner and this Court as one more personal attack on me by Jim Watson, his minions at the Bar and this Court.

In closing, in +30years of being a lawyer and handling 100's of millions of dollars of transactions and controversies, the only time I had a complaint filed against me was when I tried to help the "downtrodden". Not one time in 3 decades did a sophisticated, corporate client have any critical words of or for me. But when I tried to help the "helpless" and couldn't change their realities, a grievance was filed. Since I basically told Jim Watson to leave my office in 1989 because of his arbitrary and capricious opining on the Rules Regulating the Florida Bar, he has been personally pursuing me. Ask yourselves, why does a retired Bar lawyer, Mr. James Watson, spend 4 days going back and forth to Daytona for a hearing; unless it's all personal to the retiree!

Submitted Respectfully, Candidly and Confidently



Frank R. Keasler, Jr.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY a copy of the foregoing with all Exhibits, was furnished, via Email, to James Keith Fisher, jfisher@floridabar.org and Patricia Ann Toro Savitz, psavitz@floridabar.org, Bar Counsel, and Joshua E. Doyle, Executive Director, Florida Bar, jdoyle@floridabar.org, and to eservice@myfloridaacess.com, this 14th day of December, 2021.

IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT
IN AND FOR ST. JOHNS COUNTY, FLORIDA

CASE NO.: CA16-762

GASPER LAZZARA, an individual,

Plaintiff,

vs.

DUSS KENNEY SAFER HAMPTON & JOOS, P.A., and JOHN S. DUSS, IV, Individually,

Defendant.

DEPOSITION OF FRANK R. KEASLER, JR.,
Pages 1 - 144

January 12, 2021
9:03 a.m. to 12:52 p.m.
50 North Laura Street
Suite 2700
Jacksonville, Florida 32202

Stenographically Reported by:
Elaine M. Wall, FPR
Florida Professional Reporter

- - -

APPEARANCES

On Behalf of the Plaintiff:
ANDERSON GLENN LLP
20751 Deerwood Park Boulevard
Suite 105
Jacksonville, FL 32256
(904) 273-4734
gaanderson@asglaw.com
BY: GREGORY A. ANDERSON, ESQUIRE (Via Zoom)
NICK WHITNEY, ESQUIRE (Via Zoom)

On Behalf of the Defendants:
WICKER SMITH O'HARA McCOY & FORD, P.A.
50 North Laura Street
Suite 2700
Jacksonville, FL 32202
(904) 355-0225
cconnor@wickersmith.com
BY: COURTNEY L. CONNOR, ESQUIRE

to hold you to that, February 5, 2020, did you have any additional conversations, either in office or via phone with Mr. Anderson or Mr. Whitney concerning these Estate documents that we just discussed?

A No, ma'am.

MS. CONNOR: All right. Those are all the questions that I have, Mr. Keasler. Thank you very much.

CROSS-EXAMINATION

BY MR. ANDERSON:

Q Hi, Frank.

Do you have a phone with a 339 exchange at all?

A Yes, sir.

Q You do?

A Yes.

Q Okay. And I'm looking on my iPhone right here because I want to be sure. What I have is (904) 339-0255.

A Yes.

Q Is that one of your phones?

A Yes. It's a phone that goes to my desk in my office.

Q Okay. And that has an answering machine

on it, does it not?

A It does.

Q When was the last time you checked that?

A I check it once a week.

Q Well, let me ask you, and I realize this is going back a year. But do you remember a message from me on that phone about the fact that I had contacted Francine Walker with the prosecution's office? Do you remember that?

A I don't, but that doesn't mean --

Q Does that sound familiar?

A No. I don't have any recollection of that. I'm not saying it didn't happen. I'm just saying that I don't have any recollection of it.

Q That you told me that if it were anybody else other than John Travolta that you had a chance of coming back.

Do you remember that, anything about that?

A I don't, Greg.

Q Okay. That the Bar was scared that if they did anything to let you out early they would attract negative publicity because Travolta.

Do you remember anything about that?

A I do not.

Q Well, her name is Francine Walker, class of '77 out of Episcopal, and you can check the Florida Bar Prosecutor's Office you don't believe me on it. I left you a message; I didn't go dark on you.

Now, I apologize for not taking all of your calls, but you are witness in the case and I can't have that much contact.

So with that in mind, you were the Personal Representative of the Estate of Bill Duss -- excuse me --

A You know, Greg, and this has nothing to do with this case. Just so you, Mike Ossi, Travolta's lawyer testified in my proceeding that if it hadn't have been for Frank Keasler John Travolta would have a museum in Ocala instead of a home in Ocala. And that he remembers distinctly in December of 2008 going down to the Bahamas and celebrating what Frank had been able to get done that two dozen lawyers over 15 years had not been able to get done, and that is to get this matter settled. So I find it a little bit absurd that the Bar would be giving a damn about John Travolta.

Q I do not blame you one bit. I was only asking you those questions to see if it refreshed

Exhibit "B"

Reply to Contempt Petition

BUSINESS CONSULTING AGREEMENT

This Business Consulting Agreement (this "Agreement") is effective December 1, 2019 by and between Keasler Consulting Services whose address is 7235 Bonneval Road, Suite 412,Jacksonville, Florida 32256 ("Consultant"), and **FOI Properties, LLC**, a Florida (State): **[ ]** (Corporation) **[X]** (Ltd Liability Company) **[ ]** (Limited Partnership) **[ ]** (Individual) **[ ]** (other_____) (**CHECK ONE**), whose address c/o 3627 Paradise Way, Jacksonville Beach, FL 32250. ("Client"). Client and Consultant are referred to as a "Party" and as the "Parties".

RECITALS

WHEREAS, Client wishes to engage the consulting services of Consultant as set forth in Section 1 below; and
WHEREAS, Consultant wishes to provide the Client with consulting services as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the Parties hereto hereby agree as follows:

1. **Engagement of Consultant**

The Client by and through its Manager hereby appoints Consultant's, Principal, Frank Keasler, as the Client's "Transaction Consultant" to serve at the direction of Client's Manager, Chris Scully. The Company's Manager authorizes, appoints and engages Consultant to perform the following "Services" in accordance with the terms and conditions set forth in this Agreement:

1.1 Assist Client in the preparation and negotiation of a commercial lease for Client's property located at 8409 Baymeadows Road, Jacksonville, Florida, along with any other matter of Client assigned to Consultant.

1.2 Assist Client in its dealings with the proposed tenant for the building, Rave Home Staging;

1.3 Assist Client in any manner, part and aspect of said processes and action necessary to be planned, negotiated, prepared and/or otherwise executed as part of the lease to be entered into by and between Client and the aforementioned proposed tenant;

1.4 Submit to the Client, when requested or on a regular periodic basis, complete and accurate reports of the status and results of Consultant's efforts and activities; and

1.5 When requested by Client, provide recommendations regarding the various aspects, demands, planning and strategies associated with or otherwise a part of Client's Jacksonville, Florida property. This may include but is not limited to, recommendations regarding the management, employment and human resource guidelines and procedures, and/or any aspect of said property.

2. **Term of Agreement**

This Agreement shall be in full force and effect as of the date hereof through and including that period which ends four (4) months after the above date of this Agreement unless either Party by subsequent thirty (30) days prior written notice, extends or shortens the Term hereof. The Client and Consultant shall each have the right to terminate this Agreement in the event of the bankruptcy, insolvency, or assignment for the benefit of creditors of the other Party, in the event the other Party fails to comply with the terms of this Agreement, or on thirty (30) days written notice by a Party to the other. Notwithstanding the preceding, Client may terminate this Agreement at any time without payment of any further compensation in the event of fundamental breach of the Agreement by Consultant in the provision of the Services, including but not limited to, any significant illegal or criminal actions or gross negligence.

3. **Compensation To Consultant.**

3.1 Upon or contemporaneous to Client's execution of this Agreement, Client will tender to Consultant an initial payment of $2500.00 and thereafter will pay upon receipt, Consultant's monthly billing for Consultant's Services rendered to the invoice date. Consultant will bill its services at the rate of $250.00 per hour.

3.2 For the Services provided to Client, during the Term hereof Consultant will be paid no less than $2,500.00 or greater than $4000.00 based on the time and work of the Services rendered under this Agreement. ***The aforementioned fee range to be paid by Client under this Agreement for the Services provided by Consultant during the Term hereof will be for 10 to 16 hours of Consultant's time.***

4. **Support by Client.**

Client will assist Consultant in performing for Client the Services described in this Agreement.

5. **Consultant Representations and Warranties**

Consultant represents and warrants to and agrees with the Client that:

5.1 This Agreement has been duly authorized, executed and delivered by Consultant. This Agreement constitutes the valid, legal and binding obligation of Consultant, enforceable in accordance with its terms, and except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditor's rights generally; and

5.2 The delivery of Services contemplated hereby will not result in any breach of the terms or conditions of, or constitute a default under, any agreement or other instrument to which Consultant is bound, or violate any order, applicable to Consultant, of any court or federal or state regulatory body or administrative agency having jurisdiction over Consultant or over any of its property.

6. **Client Representations and Warranties**

The Client hereby represents, warrants, covenants to and agrees with Consultant that:

6.1 This Agreement was duly authorized and executed by the Client. This Agreement constitutes the valid, legal and binding obligation of the Client, enforceable in accordance with its terms, except in each case as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditor's rights generally.

6.2 The consummation of the Services rendered in association therewith and contemplated hereby will not result in any breach of the terms or conditions of, or constitute a default under, any agreement or other instrument to which the Client is bound, or violate any order, applicable to the Client, of any court or federal or state regulatory body or administrative agency having jurisdiction over the Client or over any of its property.

6.3 There is not now pending or, to the knowledge of the Client, threatened, any undisclosed action, suit or proceeding to which the Client is joined before or by any court or governmental agency or body which might result in a material adverse change in the financial condition of the Client. The performance of this Agreement and the consummation of the Services rendered in association therewith and contemplated hereby will not result in a breach of the terms or conditions of, or constitute a default under, any statute, indenture, mortgage or other material agreement or instrument to which the Client is bound, or violate any order, applicable to the Client, or governmental agency having jurisdiction over the Client or over any of its property.

7. **Confidentiality.**

Consultant acknowledges that Confidential Information belonging to the Client may be disclosed to Consultant in the course of its consultative Services rendered on behalf of Client. Accordingly, Consultant agrees not to divulge to any Unauthorized Person, either during or after the Term of this Agreement, any Confidential Information obtained by Consultant during the Term of this Agreement. The expression "Unauthorized Person" means anyone who is not an employee, agent, advisor or shareholder of Client or any affiliate company(ies) thereof. Upon the expiration or earlier termination of this Agreement, Consultant agrees to deliver to Client all documents, papers, drawings, tabulations and similar documentation which are furnished to or prepared by Consultant in performance of the Services delivered hereunder. Upon the expiration or termination of this Agreement, Consultant agrees to make no further use or utilization of the Confidential Information. The provisions of this Section 6 shall survive the termination of this Agreement. "Confidential Information," as used in this Agreement, shall mean information regarding the Business and its commercial affairs, operations, market opportunities, price and cost information, financial information, customer names, prospects and customer lists, business plans, manuals, letters, notebooks, procedures, reports, products, processes, inventions, research and development, and other information or knowledge concerning Client's Business. The term Business as used in this §6 includes the Client and its members, and any subsidiaries and affiliates whether wholly or partly owned. The term Confidential Information shall not include information that (a) is or becomes generally available to the public through avenues not in violation of this Agreement, or (b) was available to Consultant on a non-confidential basis prior to disclosure to Consultant by Client.

8. **Independent Contractor**

Both the Client and Consultant agree that Consultant will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed to imply that Consultant, or any employee, agent or other authorized representative of Consultant, is a partner, joint venturer, agent, officer or employee of the Client. Neither Party hereto shall have any authority to bind the other in any respect to any third person, it being intended that each shall remain an independent contractor and responsible only for its own actions.

9. **Notices**

Any notice, request, demand, or other communication given pursuant to the terms of this Agreement shall be hand delivered, sent via facsimile, via email, via commercial courier or US Certified Mail, and shall be deemed given upon delivery, correctly addressed to the addresses of the parties indicated below or at such other address as such Party shall in writing have advised the other Party. The date of sending a delivered facsimile or email shall be considered the date of such notice and the receipt thereof by the other Party. Any other manner of delivery shall be deemed as received by the other Party as of the actual delivery date thereof. Notices shall be given as follows:

If to the Client:
Chris Scully, Manager
FOI Properties, LLC
3627 Paradise Way
Jacksonville Beach, FL, 32250
904-993-2908
chrisbscully@icloud.com

If to Consultant:
Frank R. Keasler, Jr.
Keasler Consulting Services
7235 Bonneval Road, Ste. 412
Jacksonville, FL 32256
904-208-8500
frank@frankkeasler.com

10. **Assignment**

This contract shall inure to the benefit of the parties hereto, their heirs, administrators and successors in interest. This Agreement shall not be assignable by either party hereto without the prior written consent of the other.

11. **Choice of Law and Venue**

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Florida including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws. Any action brought by any party hereto shall be brought within the State of Florida, County of Duval.

12. **Nondisclosure**

Each party hereto agrees to keep the terms of this Agreement and the Services contemplated hereby as confidential and shall not disclose such information to any other person, other than professional advisors utilized to negotiate and consummate the Transaction contemplated hereby, or as required by government bodies, regulatory agencies, or a court having jurisdiction over the disclosing party. The parties hereto agree that in the event there is a breach of the foregoing confidentiality provision, the damage to the parties hereto would be difficult to estimate and as a result, in the event of such a breach, the non-breaching party, in addition to any and all other remedies allowed by law, would be entitled to injunctive relief enjoining the actions of the breaching party.

13. **Entire Agreement**

Except as provided herein, this Agreement, including exhibits, contains the entire agreement of the parties, and supersedes all existing negotiations, representations, or agreements and all other oral, written, or other communications between them concerning the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement that are not fully expressed herein.

14. **Severability**

If any provision of this Agreement is unenforceable, invalid, or violates applicable law, such provision, or unenforceable portion of such provision, shall be deemed stricken and shall not affect the enforceability of any other provisions of this Agreement.

15. **Captions**

The captions in this Agreement are inserted only as a matter of convenience and for reference and shall not be deemed to define, limit, enlarge, or describe the scope of this Agreement or the relationship of the parties, and shall not affect this Agreement or the construction of any provisions herein.

16. **Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

17. **Modification**

No change, modification, addition, or amendment to this Agreement shall be valid unless in writing and signed by all parties hereto.

18. **Dispute Resolution**

18.1 *General*. If Consultant and Client experience a dispute, controversy, or claim arising out of this Agreement; for example and by way of (i) interpretation, (ii) modifications by writing, course of dealing, or waiver, (iii) performance or failure to perform, or (iv) validity, or (v) standard of care (a Grievance), Consultant and Client agree to attempt, in good faith, to resolve such dispute promptly, controversy, or claim according to the procedures outlined in this Section 18.

18.2 *Notice*. If there is a Grievance which is not resolved by ordinary commercial means, then the aggrieved Party (the Petitioner) shall, in writing, promptly notify the other Party (the Respondent) of the unresolved grievance. The notice, while not required to be in any specific form, shall set forth with reasonable specificity: (i) the nature of the Grievance; (ii) all relevant documentary information, or references related to the Grievance (to the extent commercially reasonable), and (iii) the Petitioner's position and proposed remedy.

18.3 *Response*. The Respondent shall within ten (10) business days (or such other period of time as mutually agreed to in writing), respond, in writing, to the notice by: (i) agreeing to the Petitioner's position and remedy; or (ii) scheduling a dispute resolution meeting to occur within ten (10) business days of Respondent's response to

Petitioner's notice. If a meeting is scheduled, then, as a part of the response, the Respondent shall also provide to Petitioner (i) Respondent's position and proposed remedy; and (ii) all additional relevant documentary information or references to Respondent's position related to the Grievance (to the extent commercially reasonable).

18.4 *Dispute Resolution Meeting*. On the date and time of the meeting scheduled according to the preceding section there shall be a meeting, which may be by phone or other means of concurrent communication. Each Party shall appoint one or more individuals who possess responsibility for and authority to resolve the dispute. Those individuals, and if a Party deems it desirable their legal counsel, shall discuss each Party's respective position, and attempt in good faith to resolve the dispute. They can agree to additional meetings provided all such meetings are concluded within twenty (20) business days (or such other period of time as mutually agreed to in writing) of the Petitioner's notice of the Grievance. If they cannot resolve the Grievance they shall ascertain collectively the areas where the Petitioner's and Respondent's positions are in agreement and where they cannot be reconciled. At the conclusion of this step the Parties should: (i) resolve the dispute or (ii) determine the areas of agreement and disagreement with respect to the Grievance and prepare a written summary (no longer than three (3) single spaced type written pages with ordinary margins and type size) outlining the areas of agreement and disagreement.

18.5 *Mediation and Arbitration.*

18.5.1 *Mediation.* If the Parties are unable to resolve the dispute by the informal means of §18.4 above, then either Party may initiate mediation in accordance with the Center for Public Resources ("CPR") Model Procedure for Mediation of Business Disputes (see, cpradr.org). Unless otherwise agreed the mediator shall be a CPR neutral, who is a member of the bar in Jacksonville, Duval County, Florida having practiced for at least ten years, with substantial experience with business and commercial law. The written summary prepared in according to §18.4 shall be presented to the mediator. If the matter is resolved in this step the Parties shall share the cost of the mediator equally but shall otherwise bear their own costs. This mediation process shall be completed within thirty (30) days of appointment of the mediator.

18.5.2 *Arbitration.* If the Parties are unable to resolve the Grievance by the preceding mediation, then either Party may initiate arbitration proceedings by providing notice of the same to the other Party. If not determined and disposed of by mediation, then the matter shall be resolved by arbitration in accordance with the CPR Non-Administered Arbitration Rules with respect to Part C (Rules with Respect to the Conduct of the Arbitral Proceedings and Part D (Miscellaneous Rules); in effect on the date of the Agreement, by a sole arbitrator; provided, however, if any Party will not participate in the dispute resolution procedures above the other Party may initiate arbitration before expiration of the above periods. The arbitration shall be governed by the Florida Arbitration Code (Chapter 682, Florida Statutes) or the Federal Arbitration Act (9 U.S.C. § 1-16), and judgment upon the award rendered by the arbitrator(s) may be entered by any court enjoying jurisdiction thereof and is final and absent a gross miscarriage of justice and equity, is non-appealable. The place of arbitration shall be Jacksonville, Florida. The arbitrator shall be a qualified arbitrator and lawyer licensed in Florida with at least fifteen (15) years' experience in the areas of business and commercial law and dealings selected by the Parties to the dispute. If they cannot agree on an arbitrator, then they shall direct lawyers who provide regular legal services to them to select a single arbitrator with the qualifications above. The arbitrator's fees shall be normal hourly rate for rendering legal services. The arbitrator is not empowered to award damages in excess of compensatory damages and each Party hereby irrevocably waives any right to recover such damages with respect to any dispute resolved by arbitration. The statute of limitations of Florida applicable to the commencement of a lawsuit shall apply to the commencement of an arbitration hereunder, except no defenses shall be available based upon the passage of time during any dispute resolution process called for by the preceding provisions of this Section 18.

18.6 *General Matters Relating to Disputes.* During the pendency of the procedures set forth in this Section 18 the Parties shall continue to perform, in good faith, their respective obligations under this Agreement. All deadlines specified in this procedure may be extended by mutual agreement. The procedures specified herein shall be the sole and exclusive procedures for the resolution of disputes between the Parties arising out of or relating to this Agreement. All information or communications between the Parties to a Grievance in complying with the aforementioned procedures shall be considered as compromise negotiation subject to Federal Rule of Evidence 408 and Florida Evidence Code (Chapter 90, Florida Statutes) (both effective as of the date of this Agreement).

18.7 *Costs*. If it is necessary to resolve a dispute in arbitration, then the arbitrator shall determine which Party to the dispute is most at fault for the dispute and for the necessity to arbitrate. Such determined Party shall pay or reimburse, as the case may be, all costs of the arbitration, including the fees of the arbitrator, Clerk's fees and the reasonable expense of legal representation (including attorneys', law clerks' and paralegals' fees) incurred by the other Party following the mediation of the Grievance under §18.5.1.

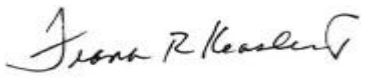
18.8 *Exception*. Notwithstanding the preceding exclusive dispute resolution provisions contained in this Section 18 and the mandate for all controversies between the Parties to be settled ultimately and if so required, by binding arbitration, nevertheless, either Party may seek remedy in any court of competent jurisdiction to secure an order which enjoins the other Party from any further violation of this Agreement. If resorting to a court of competent jurisdiction is necessary and an order is issued therefrom which enjoins or prohibits a Party's continued or prior violation and default of this Agreement, then the moving Party will be entitled to recover all costs and expenses of legal representation incurred therein, and including but not limited to, all fees of attorneys, paralegals and law clerks.

IN WITNESS WHEREOF, the Parties executed this Agreement to be their understanding as of the Effective Date.

"Client"

BY: _____
Name: Chris B. Scully
Title: Manager
Date: December 1, 2019

"Consultant"



BY: _____
Name: Frank Keasler
Date: December 1, 2019

Exhibit "C"
Reply to Contempt Petition

The Florida Bar

Tallahassee Branch Office
651 East Jefferson Street
Tallahassee, Florida 32399-2300
(850) 561-5845
www.floridabar.org

John F. Harkness, Jr.
Executive Director

Joshua E. Doyle
Executive Director Designate

November 6, 2017

VIA E-Mail to rodlouis2012@gmail.com

Mr. Roger L Bills
12620 Beach Boulevard
Suite 146
Jacksonville, FL 32246

Re: Complaint by Roger L Bills against Frank Ray Keasler Jr.
The Florida Bar File No. 2017-00,310(4D)

Dear Mr. Bills:

All documents submitted in this matter were carefully reviewed.

At this time, there is insufficient evidence from the materials provided that Mr. Keasler has violated any of the rules adopted by the Supreme Court of Florida which govern attorney discipline. Accordingly, continued disciplinary proceedings are unwarranted and this matter is now closed. Pursuant to the Bar's records retention policy, this matter will be disposed of one year from the date of closing.

Sincerely,

Carlos A. Leon, Bar Counsel

cc: Mr. Frank Ray Keasler Jr., Respondent

Exhibit "D"
Reply to Contempt Petition

KEASLER HUEBER LAW GROUP
INTEGRAL COUNSEL

To the President of the Florida Bar and the Chief Justice of the Florida Supreme Court:

I am saddened by the acts of the Florida Supreme Court and the Florida Bar in the suspension of my license and the order to repay those who beckoned me to their aid, were helped immensely and then falsely accused me. I am not appreciative of the disparaging misrepresentations and factual deceptions of a front page article in the Florida Times Union. I am sorry to my family and friends for any slight of reputation in what the "Keaslers" are and have enjoyed for the last 80 years in calling Jacksonville our home. I petition sincerely and humbly the forgiveness of any and all I may have offended, even those who have hurled visceral assault on my professional reputation and those who persecuted me with zeal while denying the realities of my professional involvement with John Travolta, the Garemores, and the legal tumultuous sea and circumstances which surrounded Jumbolair Aviation Estates ("JAE").

For more than 20 years there were legal disputes and actions over the use and maintenance of a 7500 foot asphalt runway known as Runway 18/36, and its FDOT/FAA licensing affiliation with Greystone Airport ("Greystone") and its intersection with Greystone's 3500 foot east west grass airstrip. My professional involvement in this scenario started in June 2004, when I was asked to look into Mr. Travolta's previous purchase of a lot in JAE on which he had built a multimillion dollar home. The task was to see whether a transaction could be executed which addressed or ameliorated the fact that Mr. Travolta had spent millions on a custom home in JAE, only to find out that the developers of JAE did not have clear title or ingress/egress rights to the most important aspect of JAE: Runway 18/36. I was instructed from the gate not to investigate any legal claims or suggest any legal action against anyone, so I did not! Rather from a search of the public records and limited files provided by counsel for John Travolta, I analyzed the situation (his chain and condition of title and the instruments of record affecting same), and wrote a letter to Mr. Travolta's counsel with my findings and recommendations. In September of 2004 I had a conference call with Mr. Travolta and his counsel and discussed said letter. Thereafter I was not involved in the wrangling at JAE until early 2008.

My professional involvement at JAE represented the most complex legal, economic, litigious, real estate, financing, security collateralization, operational, transactional, negotiating, social and even, psychological, engagement of my near 30 year career. The work accomplished from late January 2008 to August of that year (just seven months) resulted in more than a half of a dozen lawsuits being settled, a dozen trial lawyers going home, Mr. Travolta receiving almost $800,000.00 in JAE real estate, and according to his former general counsel's own testimony, "…*[being] made completely whole*." When I finished my work in August 2008, people went back to living in their homes in JAE knowing they now had unfettered access to the amenity upon which their home values and intended use depended: Runway 18/36. More importantly, *the Garemores got their $4,000,000.00*.

It is almost surreal what has happened to me. It's just as hard to grasp what has become of the legal profession in the State of Florida. We all better take note, if the travesty of justice and due process, if not the face of despotism, at the hands of a "legal system" can be visited on "one of its own", I question any comfort drawn from the assumption the very same system will shed due process and the guarantees of fundamental liberties to "the people". I am sure and regardless of whether anyone prints or investigates this "editorial rebuttal", I shall be once again, be the object of the unbridled arrogance of the Florida Bar: I do not worry "for what can flesh or man do to me". I count it joy to suffer for what is right.

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In 2002 litigation regarding the use of Runway 18/36 began between Christine and James Garemore (the "Garemores") and Jeremy and Terry Thayer (the "Thayers"). In the spring of 2006, the Garemores were successful in that litigation with JAE, and that summer the Fifth District Court of Appeals affirmed the Circuit Court's Order. With access cut off from Runway 18/36 and the use and value of his home perched precariously, in May of 2007, Mr. Travolta's trial counsel began a "scorched earth" campaign filing multi-count federal and state court actions against JAE, the developers thereof, Jeremy and Terry Thayer (the "Thayers") the Garemores and a third party who had years before purchased land from the Garemores which affronted Runway 18/36. In January 2008, Mrs. Garemore faxed to me an agreement which was drafted to be a "global settlement" of all of the then pending litigation. At that time there were four or five separate actions which involved JAE and access to or liability associated with Runway 18/36. The agreement given to me was signed only by the Thayers and required the execution of four more people, plus the Garemores. The paperwork sent to me was an aberration to what one would expect in contracting a $4,000,000.00 sale of a private airport which was coupled with and the very purpose of a settlement of multiple lawsuits. The agreement was fraught with contractual incongruence and ambiguities, contained provisions and dates which could not be met or were already expired and incorporated a preprinted real estate form to transact the transfer of a FAA/FDOT licensed facility. No surprise it was drafted and put together by trial lawyers.

In February of 2008 at the request (the desperate call) of the Garemores, I filed a Notice of Appearance (a "NOA") in three civil actions, two of which involved Mr. Travolta. Immediately thereafter "the fireworks began" and a Motion to Disqualify me from representing the Garemores was filed in the Circuit Court and a Grievance was filed by Mr. Michael Ossi, Mr. Travolta's General Counsel. After a three and a half day trial, the Circuit Court in Ocala granted Mr. Travolta's motion to disqualify me. It was the first time in the United States where a lawyer was "conflicted out" of a legal proceeding who had nothing to do with the underlying transactions upon which the actions were based, and who never appeared in the "exact actions" which were before the court.

When the Garemore and Travolta complaints were noticed by the Florida Bar for prosecution, I told the lawyer handling these matters to just show me one case in the whole country where a lawyer who had nothing to do with the facts (any transaction) upon which a civil action was based, nor appeared in the "exact action" for a different party to those actions, was "disqualified" and I will submit without further defense to the sanctions of the Florida Bar; no case was ever found. Before I filed a NOA on behalf of the Garemores, I along with my then law clerk, spent two weeks researching the law of conflicts and lawyer disqualification: in every case from California, Utah, Alabama, Pennsylvania and of course, the State of Florida, every disqualified lawyer had either been involved in the transaction which was the subject of the litigation or made an appearance in the "exact" litigation before the court. None of the actions filed by Mr. Travolta against the Garemores had anything to do with his title or acquisition of his lot in JAE and most of his claims were base on facts which occurred after 2005; long after I concluded my prior engagement with him. We Petitioned the Fifth District Court of Appeals for the State of Florida to review the Circuit Court's ruling and based on our legal and factual argument, the appellate court issued an Order to Show Cause why the lower court ruling should not be overturned. Sadly, the Fifth DCA did not take this excellent opportunity to provide guidance to the members of the Florida Bar over the much debated and litigated issue of a lawyer representing interests adverse to a former client, and without opinion, denied our Petition. Albeit we kept our time and fees spent and incurred in this pursuit, the Garemores never paid a dime of those fees and were never asked.

The Order disqualifying me from defending the Garemores in the Travolta actions had nothing to do with or legal control over-and it's a legal absurdity, if not repugnance to connect it to-my work in getting a contract negotiated and executed between and by the Garemores and the Thayers for the purchase and sale of the Greystone Airport. After four solid months (day, night and weekends) of negotiating on behalf and dealing with the never ending change of minds, of the Garemores, we were able to get the Thayers and them to a contract; by the end of August to a closed deal. No matter what anyone says about me or what I did, the fact remains, within 6 months of getting involved in the "beehive" of controversies at JAE which had been going on for over 20 years, and had been a "firestorm" since 2007, everyone got what they needed. By November of 2008 no less than six lawsuits were settled and by February of 2009 all had been

dismissed. To this day, I am at a loss to understand how a professional who jumped into a "ragging fire" in which he didn't provide a single "spark" and a tempest which was consuming the people involved, and who was able within just 6 months to squelch and extinguish same and "people were returning to their homes", is the one who is persecuted and now professionally and personally maligned. I am equally dismayed how a constitutionally protected privilege, my law license, could be "taken" from me notwithstanding such professional dedication and competence. In the history of the Florida Bar never has a lawyer been incapacitated from practicing over an alleged conflict which was known and open where no one sustained any damages. I was suspended for three years!

In August of 2008, when a two hour closing attended by a total of nine people including four lawyers was finished everyone was elated. Mrs. Garemore wept literally on my shoulder as she hugged and thanked me for all I had done and repeated several times in front of several witnesses "we can't believe it's finally over", "we can't believe after all of these years you got it done", "where would we be if it hadn't been for the Keasler Law Firm". The Garemores went in to my personal office, signed a fee letter which confirmed our agreement for the firm's fees and they gave me the check they had just been handed at the closing for +/- $3.52 Million and we wired +/-$3.37 Million to their financial broker in Ocala. The Garemores left my office and thanked and hugged my assistants and law clerk, repeating again [with tearful emotion] "thank you for all the work you've done". Over 75% of the fees I was paid in this ordeal were dependent on me getting two couples (the Garemores and the Thayers) who had been embroiled in litigation for SIX YEARS and despised each other, to a contract and then to a closing; a task that no less than six lawyers had tried to do for almost two years without success.

Unfortunately, given their litigious propensity the Garemores in March 2009, filed a grievance against me with the Florida Bar which was based on nothing more than pathological lies: that didn't matter, the Florida Bar was out to take my license and the truth was not going to get in their way. I've had an ongoing battle with the Bar since 1988 when I basically told Mr. James Watson-a Bar Grievance Lawyer-who was sitting in my office spewing his personal opinions-not statute, regulation or ethical rule-to leave unless he had applicable law to show me. Since that day Mr. Watson has done everything he could to get me disqualified from practicing law. In life if one is not swimming upstream against the current of popular thinking and confronting the powers that be, usually if not always, he is just floating downstream with the rest of the sewage and to a basin of societal decline. I entered the practice of law as an answer to a God given call to make a difference in people's lives; I stand amazed that the very means by which I could stand in harm's way for people-my law license-was and has been for over two decades, threatened by the Bar just because I stood up in the face arbitrary and capricious exercise of power or wouldn't "kiss the king's ring". I guess that the summer of 1776 didn't end those with unchecked power demanding that their subjects fall in line or your head would!

In May and June of 2012, a four day trial for the Travolta/Garemore complaints was convened over which Judge Parsons presided as the "Referee". No less than a dozen times the Referee delayed or adjourned the proceedings for other matters. The Referee stated in open court that "there never is a deal until it's a deal and you never can have a deal without a signed contract."The Referee affirmed multiple times that I had undertaken and executed a "herculean" effort in my representation of the Garemores and stated that Mrs. Garemore was the "classic witness of whom not a word she says can be believed." He even posited to counsel in closing argument, whether Mrs. Garemore was "evil…", and in direct examination by the Bar of Mr. Ossi-Mr. Travolta's general counsel in 2008-Judge Parsons stated to Mr. Ossi that this really was a "friendly conflict". Mr. Ossi informed the court, that had Mr. Keasler not been able to get the Thayers and the Garemores to a deal, John would have a museum in Ocala instead of a home. Mr. Ossi was unequivocal in testifying that "John was extremely pleased" and he remembered how they all went to the Bahamas in December of 2008 to celebrate that "it was all over". In closing argument Judge Parsons asked Bar counsel how can there be an excessive fee award when there had not been any evidence other than the statements by Mrs. Garemore, to prove the excessiveness.

The Bar's main argument was to assert that there was already a deal done in early 2008 and I ruined it. To prove this point the Bar introduced no less than three different versions of an agreement which purported to be "the deal". Every agreement entered into evidence by the Bar were of different dates, had different provisions, exhibits and type font,

were signed by only one or two of the four parties and usually the particular signed version was one of the party's putting forth "their deal" to which the "rest of the parties" had not agreed.

Although Mr. Travolta's trial counsel testified under oath that he had a contract signed by everyone (which meant 6 additional people) except the Garemores, and that I came in and killed that deal, *six years later, no one has ever produced that contract.* The Bar's witness said he could find it "…if he spent [a few] hours going through his files…" Over four years had passed when that perjurious statement was made and today almost two years later, that contract has never been produced: because it doesn't exist just as factually as neither does the "tooth fairy". In fact you will see the tooth fairy before you see four camps "get to a contract" which hold nothing short of disdain if not disgust and hatred for each other, and all of whom have varied and different interests in the matter. I understood that and knew I had to get the Garemores and Thayers to a deal and then "all the dominos would fall in place". That's what I did. That's what happened!

In July of 2012, Judge Parsons entered a "Referee's Report" (the "Report") which was an anathema to and contradiction to the trial record. The Report had fact's wrong, statements of fact which were never introduced into evidence, witnesses confused, was void of any reference to the credible, unimpeached and unrebutted testimony of fact witnesses called by me to confront the spurious allegations by the Garemores, confirmed that the credibility and believability of Mrs. Garemore was seriously "impaired", affirmed that I undertook a herculean effort, that getting the Garemores to a deal was a very difficult task and that I was a very intelligent man. Notwithstanding, the ["system's"] Referee said I should be suspended for 3 years and I should pay the Garemores $32,500. We petitioned the Supreme Court for review and pointed out a plethora of inconsistencies between the Report and the Trial Record, the absence of any evidence to support statements made in the Report and how due process had been compromised by the multiple daily interruptions to the trial which Judge Parsons took to handle other matters. The Bar "stuck to its guns" and filed an answer brief which referenced cites to the trial record which the Bar said supported the Report. *Almost 70% of those cites were to the testimony of Mrs. Garemore; a witness of whom not a word she says can be believed.* We filed an answer brief and the Bar's counsel sent an email to my lawyer saying "great brief…but I don't believe a word of it"; I guess the Bar would just rather believe the lies of Mrs. Garemore. Lady Justice cloaks her eyes to deliver impartiality; the Florida Bar intentionally shut its eyes to further its ends and justify its self acclaimed impunity.

In all filings with the Florida Supreme Court we requested oral argument but were denied. On January 8th of this year, the Florida Supreme Court without a breathe of explanation on how they reconciled the clear errors between the trial record and the Report and without any citation to controlling law, rubber stamped the Report which recommended an incapacitating suspension of my license and took from me the right to my chosen industry and in which I have invested over 35 years of my life. Even though the Supreme Court has established clear and controlling elements which must be offered and proven for an excessive fee award to be levied against a lawyer, and even though not one of those threshold requirements were ever offered much less proven at trial, they said I had to pay the Garemores.

I have spent my career "in the trenches" with the people and bringing to them passionate, prepared and honorable representation and in such 30 year course have had a half dozen complaints filed against me. Notwithstanding the Bar's penchant at the hands of Mr. Watson to see me sanctioned severely, such complaints-save the Garemore/Travolta matter-have all been found to be worthy of nothing more than a reprimand, private admonishment or a dismissal. Interestingly, every complaint filed against me was by someone who beckoned me to come to their aid when all other paths had been exhausted and they were at the proverbial "rope's end." Following a heart for people, I have always tried to do what I could to get "the ox out of the ditch" and when a man gets in the trenches with people, there's always the risk someone is going to "throw mud". I accepted that risk every time being reminded the Good Samaritan would have never rescued the wounded one if he was worried about his station!

I have written this hoping it will at least let people know the travesty visited on me. More importantly I have taken this time to raise awareness to the unbridled power of the Florida Bar in being regulated by the Florida Supreme Court. With such rule and discharge over lawyers who can or ever will be able to cry foul at the hands of the Florida Supreme Court

and the Judicial System, knowing their son and cousin (the Florida Bar) can censure any criticism or thinking which does not continue "the royalty" of lawyers regulating lawyers. Surely one must question the integrity of any system where the wolves in sheep's clothing are in charge over and giving report of the condition of the flock!

For over 100 years the Florida Supreme Court has policed the legal system by and under its own auspices. For decades several measures and efforts have been attempted to break apart such concentrated power with each and every one of those attempts "dying in committee" or failing to be "brought to a vote" because of the "lawyer lobby". If the legislative and executive branches are subject to scrutiny by the judiciary, why isn't the judiciary subject to the free and demanding voice of lawyers who hold their license free from the "king's reprisal"? It's time the Florida Department of Legal Regulation was the law of this state, less the only system of justice the people see is what the lawyers want it to be.

Trains run to derailment, societies to disorder and concentrated power to its capricious exercise, even despotism if left unchecked. I think a century of lawyers regulating each other is long enough. I believe those "holding the keys to the door" will never will produce a world outside, which is better than one maintained within. If people are happy with what you find in lawyers and their administration of the legal system and the judiciary's dispensation of justice, then there really is nothing to talk about and I have said nothing herein which is worthy of its read.

I entered this profession to fight the good fight; I never knew I'd have to fight the Florida Bar too and now have lost my license in a course wanting for notions of fairness and due process. In fact, it borders on if not is, a violation of my constitutional rights for my livelihood to be stripped from me because I was a "bull in a china shop" trying to get the people out of a "burning building". Although I may have technically offended a professional rule, in doing so "all of the occupants [the homeowners of JAE and the Garemores] were saved".

I believed as a young man that being a lawyer was a noble call. I have answered it faithfully and with respect for our system of law for over 30 years. With a compulsion to duty, responsibility and integrity, I fulfilled my professional call. My first born son, Chapman, bears the family name of Chief Justice, Roy H. Chapman, of the Florida Supreme Court and my grandmother, Floy Chapman, his niece. I think, my Great Great Uncle and grandmother would roll over in their graves if they could see what has happened to me and what this profession and the Florida Bar has become in the last 60 years.

Sincerely,

Frank R. Keasler, Jr.