IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
OF FLORIDA IN AND FOR THE COUNTY OF DADE

FALL TERM A. D. 1974

FINAL REPORT OF THE GRAND JURY

Filed
August 11, 1975

Circuit Judge Presiding

HAROLD R. VANN

Officers and Members of the Grand Jury

LEONARD L. ABESS, Foreman

JOSEPH T. GARDNER, Vice Foreman

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THELMA JASPER, Assistant Clerk

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ROBERT G. RAWLS

GEORGE H. ROERIG

J. BERNARD SHUMATE

JOHN W. THATCHER

JAMES G. THOMPSON

PAUL S. WALKER

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State Attorney

RICHARD E. GERSTEIN

Assistant State Attorneys

N. JOSEPH DURANT JANET RENO

EDWARD CARHART

****

Acting State Attorney

JOSEPH P. AVERILL

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Clerk of the Circuit Court

RICHARD P. BRINKER

****

Administrative Assistant

ELEANOR M. ROBINSON

****

Official Court Reporter

FRIEDMAN & LOMBARDI

****

Bailiff

WALLACE D. CULBERTSON, JR.

CAPITAL AND OTHER CRIMINAL CASES PRESENTED TO THE GRAND JURY

Defendant	Charge	Disposition
KENNIS JAMES COLLINS	First Degree Murder	True Bill
HAROLD GORDON MARLOWE	Sexual Battery	True Bill
PERCY EDWARDS ROLLINS	First Degree Murder	True Bill
DAVID INGLES	First Degree Murder	True Bill
ROBERT J. COSTA	First Degree Murder	True Bill
PATRICIA BUSSEY and ROBIN BULLARD	First Degree Murder	True Bill
JOHNNY McCOY	First Degree Murder	True Bill
JOHN MICHAEL MEYER	First Degree Murder	True Bill
DONNIE LEE IVORY	First Degree Murder	True Bill
VERNAL NEWLAND WALFORD	First Degree Murder	True Bill
JAMES THOMPSON GORDON	First Degree Murder	True Bill
GEORGE HERNANDO FERNANDEZ	Involuntary Sexual Battery Lewd, Lascivious or Indecent Assault Upon a Female Minor Under the Age of Fourteen Years Without the Intent to Commit Rape	True Bill
JACK JUNIOR FLOWERS	First Degree Murder	True Bill
JOSE LUIS ARROYO	First Degree Murder	True Bill
ALAN H. ROTHSTEIN	Conspiracy to Solicit a Bribe Soliciting a Bribe	True Bill
JAMES EDWARD SHAW	First Degree Murder	True Bill
ROBERT VALENTINE LODGE	First Degree Murder	True Bill
LENSON ALFRED HARGRAVE and LAWRENCE ROY KARGE	First Degree Murder	True Bill
JUAN RAMON PEREZ	First Degree Murder	True Bill
LUIS VILLAGELIU	First Degree Murder Assault with Intent to Commit Murder in the First Degree	True Bill

Defendant	Charge	Disposition
JOHNNY BERNARD COOPER	First Degree Murder Unlawful Possession of Firearm by Convicted Felon	True Bill
MELVIN McKENZIE	First Degree Murder	True Bill
JAMES LAWRENCE FITZPATRICK JANET EVELYN FINCH CLIFFORD WAYNE BECKELHEIMER and LIDIA ELLEN HENDERSON	First Degree Murder	True Bill
RUDOLPHUS DAVID GARNER	First Degree Murder	True Bill
DAVID ALLEN WILLIAMS	Breaking and Entering Dwelling and Unlawfully Assaulting Person Therein Assault with Intent to Commit Murder in the First Degree	True Bill
RICHARD LEE WILLIAMS and ONDINA WILLIAMS	First Degree Murder	True Bill
SAMUEL MILLER	First Degree Murder	True Bill
STANLEY MORGAN, also known as FRANK HOLIDAYE	First Degree Murder	True Bill
WILLIAM SHAPIRO and MICHAEL SALVATORE	First Degree Murder Conspiracy to Commit Murder	True Bill
ANTHONY JAMES COOPER and CHARLES H. JOHNSON	First Degree Murder Possession of a Firearm by a Convicted Felon	True Bill
SECUNDINO DIAZ	Second Degree Murder	True Bill
CANDIDO GIARDINO, also known as CANDY GIARDINO	Failure to Report Campaign Contributions (9 Counts)	True Bill
RICHARD CRAVERO, RONALD CHANDLER, ROBERT GREENWOOD, PAUL JACOBSON and KENNETH TOWNSEND	First Degree Murder Conspiracy to Commit Murder	True Bill
DOUGLAS MC GLAMERY	First Degree Murder	True Bill

Defendant	Charge	Disposition
CAREY DOWAN TERRY and BARRY HOWARD WHEELER	First Degree Murder Breaking and Entering Dwelling and Unlawfully Assaulting Person Therein	True Bill
ARTHUR LEE WALDEN	First Degree Murder	True Bill
MARIA OTERO	Second Degree Murder	True Bill
FRANK OWENS	First Degree Murder	True Bill
ANDREW JAMES WILLIAMS	First Degree Murder	True Bill
PATRICIA E. BLAKE	First Degree Murder	True Bill
DAVID EARL SCOTT	First Degree Murder Robbery	True Bill
JAMES CHARLES WILLIAMS	First Degree Murder First Degree Murder	True Bill
JOHN ALLEN MITCHELL, also known as CHARLES LEE JONES	First Degree Murder	True Bill
MRS. STANLEY (JOYCE) GOLDBERG, EDWARD T. STEPHENSON, EDWARD T. GRAHAM and STANLEY GOLDBERG	Conspiracy to Accept Bribes Accepting Unauthorized Compensation Accepting a Bribe	True Bill
CENTURY VILLAGE SOUTH, INC., A FLORIDA CORPORATION, H. IRWIN LEVY, HARRY HARRIS, STANLEY GOLDBERG and EDWARD GALE	Conspiracy to Commit Bribery Offering a Bribe Accepting a Bribe	True Bill
HARRY HARRIS	Accepting Unauthorized Compensation	True Bill

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INVESTIGATION OF PUBLIC CORRUPTION

This Grand Jury has conducted an extensive investigation into corrupt practices and undue influences in county zoning and land planning procedures.

Evidence that something is seriously wrong in this area of government is all too plain to even the most casual observer.

Concrete canyons and sprawling high density developments thrust into single family residential neighborhoods raise the question of how much of Dade County we see today is the result of such corrupt practices and undue influence.

Our county today is also the reflection of the difficulty in developing incorruptable zoning and planning procedures.

We have returned a series of indictments based upon the evidence presented. We believed and still believe that evidence constituted probable cause and that it was our duty to indict.

Before reaching any decision in these cases, we gave the individuals ultimately indicted the opportunity to be heard and present their version of the facts under a waiver of immunity.

The only public official to accept this invitation was Dade County Commissioner Edward T. Graham.

Dade County Commissioner Edward T. Stephenson appeared before us, but refused to waive immunity.

Dade County Commissioner Joyce Goldberg and Monroe County Commissioner Harry Harris declined to appear.

The fact that public officials would decline such an invitation and declined to waive immunity is in itself shocking. No public official should have anything to hide if we are to have a government which has the confidence of its people.

Our job in these cases was to seek the truth. That duty sometimes brought before us people who admittedly had corrupted and debased the procedures of our government. The individuals willing to stoop to this corruption--to become bagmen and bribers--are often the only available witnesses to this evil. They do not make pretty witnesses. They come to the courtroom not as respected members of the community whose credibility can be easily established. They come as admitted bagmen, as admitted influence peddlers. We recognize this makes the prosecution of these corruption cases difficult. But it is a task too important to the community for any Grand Jury, or any prosecutor to shirk.

Our investigation revealed a critical need for improved zoning and land planning procedures if the interest of the community and adjoining property owners are to be properly balanced with the interest of individual property owners seeking concessions under our zoning laws.

It is clear to us that at least some developers and their attorneys are willing and able to corrupt the present procedures.

Alan Rothstein was admittedly one of these individuals. Mr. Rothstein is an acknowledged legal expert in the field of zoning.

He enjoyed a personal relationship with at least one County Commissioner which permitted him to take the Commissioner to lunch, discuss the problems he was having with a particular zoning application and seek the Commissioner's advice.

Yet, even he has testified he had to pay to get the zoning his clients wanted.

What about the citizens who invested in homes and lived near the sites Rothstein successfully sought to have rezoned? Even if they pooled their resources they could not pay an attorney the tremendous legal fees developers consistently paid Rothstein. The citizen and

his neighbors probably don't even know a County Commissioner well enough to say hello to, much less take to lunch.

What about the citizens of this county who are concerned because roads, sewage treatment facilities, rapid transit, water supply and other governmental services have been unable to keep pace with the march of the developers? The average citizen does not have the time or resources to effectively contest the developer's dollar or the skills of his lawyer.

We reluctantly conclude that the average citizen has little effective, or consistent voice in the planning and zoning decisions in this county. We acknowledge these are some of the most critical decisions made by our government. An equitable balance of the interest must be restored in this area and greater checks and balances must be imposed in the zoning and planning process to accomplish this.

To achieve these objectives we recommend:

1. Any person seeking a change in zoning or planning approval should be required to file with the County Commission, or other governmental agency having jurisdiction, a statement under oath setting forth the amount paid in preparing and presenting a zoning application. The statement should list the name and address of the person paid and the purpose for which said funds were paid. The statement should also contain the name of any County Commissioner, or other governmental official having the power to vote on such application, individually approached by the applicant concerning the application and it should further state the nature and date of the contact.

2. The county should provide a zoning advocate for the citizenry, just as it now provides a consumer advocate. The harsh reality is that persons of low or moderate income often cannot afford to obtain adequate legal representation in the highly specialized field of zoning. The county should see that the interest of the general public and of adjoining property owners is adequately represented before the Commission before it takes any action to rezone property. Persons applying for a change in zoning should be assessed a fee which would help to fund the expense of the zoning advocate and the cost of any investigative or expert witness fees he incurs.

During the course of this investigation we have immunized or approved the immunization of certain individuals who had essential information regarding public corruption in the field of zoning.

We urge the State Attorney and his staff to carefully scrutinize the conduct of such witnesses under their contract of immunity to tell the truth, the whole truth, and nothing but the truth, and to take vigorous action if such individuals violate the contract with the State.

INVESTIGATION INTO FALSE CLAIMS OF LAWYERS AND DOCTORS

The Grand Jury has heard testimony concerning the practice of a small group of lawyers, physicians, osteopaths, chiropractors and hospitals who work together to inflate or outright falsify personal injury claims.

In one case which could not be carried forward because of the death of the principal witness, the person involved in the accident had been contacted by a runner for an attorney. The injured party never saw the attorney and never went to his office. The attorney presented a bill to the insurance company for a rental automobile his client was supposed to have rented while his own car was being repaired. The client never rented the car and never saw the car. He knew nothing about the rental agreement.

In the same case, the attorney presented to the insurance company a $700 bill and one and a half page report of a physician who claimed to have treated and examined the client. The client did not know the doctor and had never met or spoken with the doctor. This is an extreme case. The more typical practice is described as follows:

The runner for a lawyer will contact a person involved in an auto accident. The person will have little or no injuries. He would not have otherwise contacted an attorney. The person contacted will usually be in a low income group and unsophisticated about legal or business matters. He will, of course, also have to have a little larceny in his heart.

The runner will advise the prospective client that he stands to make a few thousand dollars if he signed with lawyer "X" and does what the lawyer tells him to do.

The client signs. The runner sends him to a doctor who is usually the same doctor the lawyer uses for his other clients. The client will oftentimes not otherwise have even seen a doctor following the accident which is maybe just a minor fender bender. The lawyer and doctor then tell the client he will have to enter the hospital and take some time off from work. Hospitalization isn't necessary, but the lawyer needs to show expenses in excess of the $1000 threshhold limit set by F.S. 637.737. Only if expenses exceed this limit may the client collect for pain and suffering under Florida's "no fault" insurance law.

Usually the same hospital is used again and again by the same doctor-lawyer combination. Traction or muscle relaxants may be prescribed to give some basis for hospitalization.

After discharge from the hospital, the client will be told to return to the doctor's office regularly. The client will rarely see the doctor, but a nurse will administer therapy. The therapy may consist simply of sitting in front of a machine which purportedly administers "deep heat" treatment. After two or three months of such therapy the patient will be discharged. The doctor will submit detailed reports to the lawyer. At least one doctor submits the same report for all such patients to the lawyer with whom he does business, with only the name of the patient changed.

The lawyer submits the bills and reports to the insurance company. The insurance company knows something isn't right but it would cost more in legal fees to litigate the case than to settle for the few thousand dollars usually paid out in these cases. If the insurance company pays $3000 in such a case, the lawyer will get a $1000 fee for about an hour's worth of work.

The doctor will receive $700 or so, the hospital a similar sum and the client the balance.

It is difficult to prosecute the cases. The lawyer simply says that he doesn't know how the client came to his office and he was simply relying on what the doctor told him was necessary for treatment. The doctor will simply say that the client complained of neck pains and he was doing what he thought was medically necessary. The client's story is often contradictory and confused as to whether he suffered any pain or injury and the circumstances under which he decided to seek the lawyer's advice.

We are told the scheme described above is far more prevalent in Dade County than elsewhere around the state. However, of the 4500 lawyers in Dade County, only a few engage in such practices. We want to stress this point because these people involved in these schemes are not typical of the legal or medical profession. There are many fine lawyers and doctors and they are shocked by the practices we describe here. But the people who create these false claims are contributing by their practices to greatly increased insurance premiums in Dade County and to a further erosion in the public's confidence in the Bar. They are known in their professions, but neither the Bar and its ultimate governing body, the Supreme Court of Florida, nor the Medical Boards have taken effective action to oust these people from the practice of law or medicine.

To eliminate or at least make inroads on this practice, we recommend the following:

1. Local attorneys and the Judiciary should attempt to control this practice of their own members by establishment of

Rules of Court similar to those adopted by the Appellate Division of the First Judicial Department of the Supreme Court of New York, copies of which are attached to this report. This Rule of Court requires every attorney who enters into a contingent fee arrangement with his client to file a written statement of the agreement with the main office of the Courts of the City of New York. The statement must contain the following information:

a. Date of agreement.

b. Terms of compensation.

c. Name and address of client.

d. Date and place of accident or other occurrence on which the case is based.

e. Name, address, occupation and relationship of person referring the client.

The attorney is then required to file a closing statement with the Courts when the case is closed without recovery or when he receives any part of the proceeds of the litigation or settlement as his contingent fee. The closing statement shall contain the following information:

a. Name of Plaintiff and defendant.

b. Information concerning manner in which litigation was concluded.

c. Date of payment by insurance carrier or defendant and date client received payment.

d. Gross amount of recovery.

e. Name and address of insurance carrier or person making payment.

f. Net amount paid to client and retained by attorney.

g. Manner in which compensation was fixed.

h. Itemized statement of all expenses such as doctors' and hospital bills paid for the client out of the amount recovered.

i. Itemized statement of costs incurred such as expert witness fees for which payment is made out of the recovery.

These closing statements are confidential and are not available for inspection except by written order of the Presiding Judge. The attorney must also deliver a copy of this closing statement to the client and at the same time pay to the client the amount due him from the recovery. Receipt by the client of this money does not foreclose his right to petition the court to have the court investigate and determine the question of the attorney's compensation.

The Court Rule also provides a schedule of what it considers to be reasonable fees in personal injury and wrongful death actions, but if extraordinary circumstances are determined to exist, the Court may approve fees in excess of the schedule.

2. These Rules should be strengthened by requiring a representation under oath by the attorney that the expenses incurred were necessary and proper to the best of his knowledge based upon an investigation he personally made. Any doctor receiving payments from the lawyer or client should be required to file a statement under oath that the treatment he rendered was necessary and proper and that he knows of his own knowledge that the services for which he billed were performed and that the amount billed is reasonable compensation for those services. The client should be required to state under oath in the initial statement that he did

in fact have symptoms from the accident and who referred him to the attorney. The making of a false statement should constitute perjury.

3. Procedures for disciplining an attorney or physician who violates this Rule by misrepresentation or failure to disclose should be clearly spelled out. The penalty for intentional misrepresentation or failure to disclose should be disbarment or removal from the medical profession.

4. The Rule should also provide for an automatic review process by the Judiciary to insure that fees paid on a contingent basis are reasonable.

5. The Florida Bar must give priority in its budget to the discipline of lawyers who violate ethical standards or any law. Discipline should be the principle function of the Bar.

6. The various Medical Boards must establish the same priorities to insure that unethical and dishonest doctors are not permitted to practice in this State.

7. The Judiciary must realize that the public expects prompt and effective discipline of lawyers who have abused the position of trust they hold as officers of the Court. Unless the Supreme Court begins to impose strict penalties on erring attorneys, the public's confidence in the Bar will never be restored.

8. The Legislature should review the No-Fault Insurance legislation and increase the threshhold limit which determines when monies may be collected for pain and suffering.

RULES OF COURT OF THE APPELLATE DIVISION OF
THE FIRST JUDICIAL DEPARTMENT OF
THE SUPREME COURT OF NEW YORK

PART 603-ATTORNEYS

603.1 Application

These rules shall apply to attorneys and counselors at law who have their offices in the First Judicial Department. If the office of an attorney is not within the First Judicial Department, he shall nevertheless be subject to these rules with respect to each action or proceeding commenced in the First Judicial Department.

603.2 Penalty

An attorney who violates any provision of the following rules shall be deemed to be guilty of professional misconduct within the meaning of subdivision (2) of section 90 of the Judiciary Law.

603.3 Advice Through or In Connection With a Publicity Medium.

No attorney shall advise inquirers or render an opinion to them through or in connection with a publicity medium of any kind in respect of their specific legal problems, whether or not such attorney shall be compensated for his services.

603.4 Claims or Actions for Personal Injuries, Property Damage, Wrongful Death, Loss of Services Resulting from Personal Injuries and Claims In Connection With Condemnation or Change of Grade Proceedings.

(a) Statements as to retainers; blank retainers.

(1) Every attorney who, in connection with any action or claim for damages for personal injuries or for property damages or for death or loss of services resulting from personal injuries, or in connection with any claim in condemnation or change of grade proceedings, accepts a retainer or enters into an agreement, express or implied, for compensation for services rendered to or to be

rendered in such action, claim or proceeding, whereby his compensation is to be dependent or contingent in whole or in part upon the successful prosecution or settlement thereof, shall, within 30 days from the date of any such retainer or agreement of compensation, sign personally and file with the Judicial Conference of the State of New York a written statement of such retainer or agreement of compensation, containing the information hereinafter set forth. Such statement may be filed personally by the attorney or his representative at the main office of the Judicial Conference in the City of New York, and upon such filing he shall receive a date stamped receipt containing the code number assigned to the original so filed. Such statement may also be filed by ordinary mail only addressed to:

The Judicial Conference-Statements
Post Office Box No. 2016
New York 8, New York

Statements filed by mail must be accompanied by a self-addressed stamped postal card, containing the words "Retainer Statement," the date of the retainer and the name of the client. The Judicial Conference will date stamp the postal card, make notation thereon of the code number assigned to the retainer statement and return such card to the attorney as a receipt for the filing of such statement. It shall be the duty of the attorney to make due inquiry if such receipt is not returned to him within 10 days after his mailing of the retainer statement to the Judicial Conference.

(2) A statement of retainer must be filed in connection with each action, claim or proceeding for which the attorney has been retained. Such statement shall be on one side of paper 8½"x14" and be in the following form and contain the following information:

Retainer Statement

TO THE JUDICIAL CONFERENCE
OF THE STATE OF NEW YORK

For office use:

1. Date of agreement as to retainer _____

2. Terms of compensation _____

3. Name and home address of client _____

4. If engaged by an attorney, name and office address of retaining attorney _____

5. If claim for personal injuries, wrongful death or property damage, date and place of occurrence _____

6. If a condemnation or change of grade proceeding:
   (a) Title and description _____
   (b) Date proceeding was commenced _____
   (c) Number or other designation of the parcels affected _____

7. Name, address, occupation and relationship of person referring the client _____

Dated: _____N.Y., _____day of _____19____

Yours, etc.

_____
Signature of Attorney

Print or Type

_____
Attorney
Office and P. O. address
Dist. Dept. County

(3) An attorney retained by another attorney, on a contingent fee basis, as trial or appeal counsel or to assist in the preparation, investigation, adjustment or settlement of any such action, claim or proceeding shall, within 15 days from the date of such retainer, sign personally and file with the Judicial Conference a written statement of such retainer in the manner and form as above set forth, which statement shall also contain particulars as to the fee arrangement, the type of services to be rendered in the matter, the code number

assigned to the statement of retainer filed by the retaining attorney and the date when said statement of retainer was filed.

(4) No attorney shall accept or act under any written retainer or agreement of compensation in which the name of the attorney was left blank at the time of its execution by the client.

(b) Closing statement; statement where no recovery.

(1) A closing statement shall be filed in connection with every claim, action or proceeding in which a retainer statement is required, as follows: Every attorney upon receiving, retaining or sharing any sum in connection with a claim, action or proceeding subject to this section shall, within 15 days after such receipt, retention or sharing, sign personally and file with the Judicial Conference and serve upon the client a closing statement as hereinafter provided. Where there has been a disposition of any claim, action or proceeding, or a retainer agreement is terminated, without recovery, a closing statement showing such fact shall be signed personally by the attorney and filed with the Judicial Conference within 30 days after such disposition or termination. Such statement may be filed personally by the attorney or his representative at the main office of the Judicial Conference in the City of New York and upon such filing he shall receive a date stamped receipt. Such statement may also be filed by ordinary mail only addressed to:

The Judicial Conference-Statements
Post Office Box No. 2016
New York 8, New York

Statements filed by mail must be accompanied by a self-addressed stamped postal card containing the words "Closing Statement," the date the matter was completed, and the name of the client.

The Judicial Conference will date stamp the postal card, make notation thereon of the code number assigned to the closing statement and return such card to the attorney as a receipt for the filing of such statement. It shall be the duty of the attorney to make due inquiry if such receipt is not returned to him within 10 days after his mailing of the closing statement to the Judicial Conference.

(2) Each closing statement shall be on one side of paper 8½"x14" and be in the following form and contain the following information:

Closing Statement

TO THE JUDICIAL CONFERENCE
OF THE STATE OF NEW YORK

For office use:

1. Code number appearing on Attorney's receipt for filing of retainer statement (if statement filed with Clerk of Appellate Division prior to July 1, 1960, give date of such filing) _____
Code Number

2. Name and present address of client _____

3. Plaintiff(s) _____ _____

4. Defendant(s) _____ _____

5. If action commenced state date _____, 19___, _____Court, _____County. Was note of issue or notice of trial filed? _____If "Yes," was action disposed of in open court?_____ If not disposed of in open court, state date stipulation of discontinuance was filed with CALENDAR CLERK of the court in which the action was pending _____, 19_____.

6. Check items applicable: Settled ( ); Claim abandoned by client ( ); Judgment ( ). Date of payment by carrier or defendant _____day of _____, 19____. Date of payment to client _____day of _____, 19____.

7. Gross amount of recovery (if judgment entered, include any interest, costs and disbursements allowed) $_____ (of which $_____was taxable costs and disbursements)

8. Name and address of insurance carrier or person paying judgment or claim and carrier's file number, if any_____

9. Net amounts: to client $_____; compensation to undersigned $_____; names, addresses and amounts paid to attorneys participating in the contingent compensation _____

10. Compensation fixed by: retainer agreement ( ); under schedule ( ); or by court ( ).

11. If compensation fixed by court: Name of Judge_____, Court_____, Index No._____ Date of order_____

12. Itemized statement of payments made for hospital, medical care or treatment, liens, assignments, claims and expenses on behalf of the client which have been charged against the client's share of the recovery, together with the name, address, amount and reason for each payment _____
_____

13. Itemized statement of the amounts of expenses and disbursements paid or agreed to be paid to others for expert testimony, investigative or other services properly chargeable to the recovery of damages together with the name, address and reason for each payment _____
_____

14. Date on which a copy of this closing statement has been forwarded to the client _____, 19_____.

Dated: _____, N.Y., _____day of _____, 19____.

Yours, etc.

_____
Signature of Attorney

Print or Type

_____
Attorney
Office and P.O. address
Dist. Dept. County

(If space provided is insufficient, riders on sheets 8½"x14" and signed personally by the attorney may be attached.)

(3) A joint closing statement may be served and filed in the event that more than one attorney receives, retains or shares in the contingent compensation in any claim, action or proceeding, in which event the statement shall be signed by each such attorney.

(c) Confidential nature of statements.

(1) All statements of retainer or closing statements filed shall be deemed to be confidential and the information therein contained shall not be divulged or made available for inspection or examination except upon written order of the Presiding Justice of the Appellate Division.

(2) The Judicial Conference of the State of New York shall microphotograph all statements filed pursuant to this rule on film of durable material by use of a device which shall accurately reproduce on such film the original statements in all details thereof, and shall thereafter destroy the originals so reproduced. Such microphotographs shall be deemed to be an original record for all purposes, and an enlargement or facsimile thereof may be introduced in evidence in all courts and administrative agencies and in any action, hearing or proceeding in place and stead of the original statement so reproduced, with the same force and effect as though the original document were presented.

(d) Deposit of collections; notice.

(1) Whenever an attorney, who has accepted a retainer or entered into an agreement as above referred to, shall collect any sum of money upon any such action, claim or proceeding, either by way of settlement or after a trial or hearing, he shall forthwith deposit the same in a bank or trust company in the City of New York in a special account separate from his own personal account, and shall not commingle the same with his own funds. Within 15 days after the receipt of any such sum he shall cause to be delivered personally to such client or sent by registered or certified mail, addressed to such client at the

client's last known address, a copy of the closing statement required by this section. At the same time the attorney shall pay or remit to the client the amount shown by such statement to be due the client, and he may then withdraw for himself the amount so claimed to be due him for compensation and disbursements. For the purpose of calculating the 15 day period, the attorney shall be deemed to have collected or received or been paid a sum of money on the date that he receives the draft endorsed by the client, or if the client's endorsement is not required, on the date the attorney received the sum. The acceptance by a client of such amount shall be without prejudice to the latter's right in an appropriate action or proceeding, to petition the court to have the question of the attorney's compensation or reimbursement for expenses investigated and determined by it.

(2) Whenever any sum of money is payable upon any such claim, action or proceeding, either by way of settlement or after trial or hearing, and the attorney is unable to find his client, the attorney shall apply to the court in which such action or proceeding was pending, or if no action had been commenced, then to the Supreme Court in the county wherein the attorney has his office, for an order directing payment to be made to the attorney of the amount determined by the court to be due said attorney for his fee and reimbursable disbursements and to the clerk of the court of the balance due to the client, for the account of the client, subject to the charge of any lien found by the court to be payable therefrom.

(e) Contingent fees in claims and actions for personal injury and wrongful death.

(1) In any claim or action for personal injury or wrongful

death, whether determined by judgment or settlement, in which the compensation of claimant's or plaintiff's attorney is contingent, that is, dependent in whole or in part upon the amount of the recovery, the receipt, retention or sharing by such attorney, pursuant to agreement or otherwise, of compensation which is equal to or less than the fees scheduled below is deemed to be fair and reasonable. The receipt, retention or sharing of compensation which is in excess of such scheduled fees shall constitute the exaction of unreasonable and unconscionable compensation in violation of Canons 12 and 13 of the Canons of Professional Ethics of the New York State Bar Association, unless authorized by a written order of the court as hereinafter provided.

(2) The following is the schedule of reasonable fees referred to above: either,

Schedule A

(i) 50 per cent on the first $1,000 of the sum received,
(ii) 40 per cent on the next $2,000 of the sum recovered,
(iii) 35 per cent on the next $22,000 of the sum recovered,
(iv) 25 per cent on any amount over $25,000 of the sum recovered; or,

Schedule B

(i) A percentage not exceeding 33-1/3 per cent of the sum recovered, if the initial contractual arrangement between the client and the attorney so provides, in which event the procedure hereinafter provided for making application for additional compensation because of extraordinary circumstances shall not apply.

(3) Such percentage shall be computed on the net sum recovered after deducting from the amount recovered expenses and disbursements for expert testimony and investigative or other

services properly chargeable to the enforcement of the claim or prosecution of the action. In computing the fee, the costs as taxes, including interest upon a judgment, shall be deemed part of the amount recovered. For the following or similiar items shall be no deduction in computing such percentages: Liens, assignments or claims in favor of hospitals, for medical care and treatment by doctors and nurses, or of self-insurers or insurance carriers.

(4) In the event that claimant's or plaintiff's attorney believes in good faith that the foregoing Schedule A, supra, because of extraordinary circumstances, will not give him adequate compensation, application for greater compensation may be made upon affidavit with written notice and an opportunity to be heard to the client and other persons holding liens or assignments on the recovery. Such application shall be made to the justice of the trial part to which the action had been sent for trial; or, if it had not been sent to a part for trial, then to the justice presiding at the Trial Term Calendar Part of the court in which the action had been instituted; or, if no action had been instituted, then to the justice presiding at the Trial Term Calendar Part of the Supreme Court for the county in the Judicial Department in which the attorney who filed the statement of retainer, pursuant to this section, has an office. Upon such application, the justice, in his discretion, if extraordinary circumstances are found to be present, and without regard to the claimant's or plaintiff's consent, may fix as reasonable compensation for legal services rendered an amount greater than that specified in Schedule A, supra, provided,

however, that such greater amount shall not exceed the fee fixed pursuant to the contractual arrangement, if any, between the client and the attorney. If the application be granted, the justice shall make a written order accordingly, briefly stating the reasons for granting the greater compensation; and a copy of such order shall be served on all persons entitled to receive notice of the application.

(5) The provisions of subdivision (e) of this section shall not apply to an attorney retained as counsel in a claim or action for personal injury or wrongful death by another attorney, if such other attorney is not subject to the provisions of this section in such claim or action, but all other subdivisions of this section shall apply.

(6) Nothing contained in subdivision (e) of this section shall be deemed applicable to the fixing of compensation for attorneys representing infants or other persons, where the statutes or rules provide for the fixation of such compensation by the court.

(f) Preservation of records of claims and actions.

Attorneys for both plaintiff and defendant in the case of any such claim or cause of action shall preserve, for a period of at least five years after any settlement or satisfaction of the claim or cause of action or any judgment thereon or after the dismissal or discontinuance of any action, the pleadings and other papers pertaining to such claim or cause of action, including, but not limited to, letters or other data relating to the claim of loss of time from employment or loss of income; medical reports, medical bills, X-ray reports, X-ray bills;

repair bills, estimates of repairs; all correspondence concerning the claim or cause of action; and memoranda of the disposition thereof as well as canceled vouchers, receipts and memoranda evidencing the amounts disbursed by the attorney to the client and others in connection with the aforesaid claim or cause of action.

603.5 Sharing of Legal Fees.

No attorney shall share the legal fees received by him in connection with any claim, action or proceeding except with another attorney or attorneys based upon a division of service or responsibility.

GRAND JURY SECRECY

To preserve Grand Jury secrecy and prevent harassment of witnesses, we recommend that cameras and tape recorders be barred by Court Order from the Fifth Floor of the Dade County Court House when the Grand Jury is in session. This procedure is followed by the Federal Courts in this area.

The spectacle of witnesses, who may be completely innocent of wrongdoing, dodging cameras is not conducive to the judicious operation of the Grand Jury.

INVESTIGATION OF ALLEGED ELECTRONIC SURVEILLANCE

During the course of our term, we were called upon to investigate alleged illegal wiretapping and electronic surveillance in Dade County. Since the State Attorney was allegedly one of the victims of this illegal wiretapping, he asked to be disqualified and an Acting State Attorney was appointed. The investigation that followed has proven to be extremely complicated and obviously cannot be completed by this Grand Jury. We urge the Spring Term 1975 Grand Jury to continue this highly sensitive and important investigation.

We wish to commend Acting State Attorney Joseph P. Averill for his dedicated efforts in this matter.

ACKNOWLEDGMENTS

JUDGE HAROLD R. VANN

We have great admiration for Judge Harold R. Vann who impaneled us with precise instructions which we did our utmost to follow. We found him most conscientious and commend him for his judicial temperament and the fine image he presents.

RICHARD E. GERSTEIN, STATE ATTORNEY

We found Mr. Gerstein to be an able and conscientious public servant. While he was helpful to us, he never tried to impose his will upon us. He guided us and told us that decisions were ours and that his office could merely present the facts upon which to make our decisions. We were impressed with his fairness and his ability. Dade County is fortunate in having him in the position which he occupies. We should also like to commend Mr. Gerstein for the courage and dedication he exhibited in leading us in a very difficult and intensive investigation of public corruption in Southeast Florida.

N. JOSEPH DURANT, CHIEF ASSISTANT STATE ATTORNEY

Mr. Durant handled matters before us in a most professional manner. His preparation and presentation were very impressive. He was always fair and we were greatly impressed with his judicial temperament and his knowledge of the law.

JANET RENO, ASSISTANT STATE ATTORNEY

Miss Reno is a very able and hard working attorney. She spent many hours making investigations for presentation to us. She too, we found, has a fine knowledge of the law and is very conscious of her obligations to the profession.

EDWARD CARHART, ASSISTANT STATE ATTORNEY

Mr. Carhart had the most difficult task of prosecuting what we believed were flagrant violations of our democratic system. He is

devoted to the task of punishing those who have violated the public's trust.

ELEANOR M. ROBINSON, ADMINISTRATIVE ASSISTANT

Eleanor M. Robinson is devoted, able, conscientious, and everything else that one could desire in a public servant. She was a "mother-hen" looking after us, guiding us, and giving of herself completely. She has our utmost appreciation and commendation for making our task easier. Her devotion to her work and the efficient manner in which she handles her job is very impressive. We commend her as a fine woman and a great public servant.

MADELINE CAMP, ASSISTANT

Miss Camp is Miss Robinson's Assistant and is very able and most competent. While she has been with us but a short time, we feel that she has become imbued with the same desire for service as shown by Miss Robinson. We appreciate her tireless efforts.

WALLACE D. CULBERTSON, BAILIFF

Mr. Culbertson, as he had always done in the past, was completely at our service and made us most comfortable.

Respectfully submitted,

Leonard L. Abess

Leonard L. Abess, Foreman
Dade County Grand Jury
Fall Term 1974

Attest: P. J. Cesarano
Patrick J. Cesarano, Clerk

Dated: August 11, 1975