

EXHIBIT 6



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Via E-mail

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Re: Unlicensed Practice of Law Investigation of Christopher Riley / TIKD.com
The Florida Bar Case No. 20174035(11B) & 20144045(11B)
File No. 13527-000001

Dear Ms. Scott:

The undersigned are counsel to Christopher Riley and Tikd Services LLC ("Tikd") in connection with The Florida Bar's (the "Bar") investigation of the above-referenced unlicensed practice of law ("UPL") cases. Tikd asked to attend and be heard at the Standing Committee's October 13, 2017, meeting to explain its business, but was refused permission. We are therefore providing this written submission for the Committee's consideration.

1. Executive summary.

Tikd provides a technology platform and financial guarantee that offers drivers a simpler way to deal with a traffic ticket. For a fixed, pre-determined charge (which may be paid in installments) Tikd retains an independent attorney to defend a driver's traffic ticket, and caps the drivers' financial exposure for resolving that traffic ticket at the amount of Tikd's charge.

The attorneys who represent its customers are not Tikd's employees. Rather, the attorneys are independent practitioners, over whom Tikd does not exercise any direction or control. The attorneys and ticketed drivers voluntarily enter into direct attorney-client relationships in which Tikd does not participate. Tikd pays the lawyers a flat rate per representation. The attorneys do not pay Tikd any fees.

Tikd does not guarantee the outcome of any ticket, but it pays any fine or court costs imposed, thereby providing the financial service of capping the drivers' financial exposure to the traffic ticket. Tikd does not guarantee its customers will not receive "points" on their drivers' licenses, but guarantees a full

refund of the amount paid to Tikd if points are assessed (while Tikd still pays any associated fine or court costs on the ticket).

Tikd's retention of attorneys for its customers is analogous to a liability carrier retaining and paying independent attorneys to represent its insureds, in exchange for the payment of insurance premiums. Florida law permits attorneys to receive payment for their services from third parties, so long as the attorneys' independence is not compromised. Here, the attorneys' independence is guaranteed. Tikd's service of capping its customer's financial exposure to fines and court costs on their traffic tickets is not the practice of law; indeed, it is a service attorneys do *not* provide.

Concluding that Tikd is not practicing law should be simple. Tikd and its employees do not provide legal advice or legal representation. All lawyering is done by independent, licensed Florida attorneys, without Tikd's participation or control. Tikd has thousands of satisfied customers and no known consumer complaints.

The combination of services Tikd offers to consumers may be innovative. Attorneys who work with Tikd may gain a competitive edge over attorneys who do not, just as any attorney using innovative technology may gain a competitive advantage. But providing a different and arguably better option for drivers to deal with traffic tickets does not turn Tikd's business into the unlicensed practice of law.

2. The Standing Committee's mandate – protecting the public.

When considering Tikd's business model, the Standing Committee should keep in mind the Florida Supreme Court's consistent guidance that "defining the practice of law must be considered in the context of [the] obligation to protect the public." *Florida Bar v. Neiman*, 816 So. 2d 587, 596 (Fla. 2002). "[T]he major purpose for prohibiting the unlicensed practice of law is to protect the consuming public from being advised and represented in legal matters by unqualified persons who may put the consuming public's interests at risk." *Id.* (citing *Florida Bar v. Furman*, 376 So.2d 378, 381 (Fla. 1979)). The "single most important concern in the Court's defining and regulating the practice of law is the protection of the public from incompetent, unethical, or irresponsible representation." *Florida Bar v. Moses*, 380 So. 2d 412, 417 (Fla. 1980).

The Committee, therefore, should not be searching for some technical argument to conclude that Tikd is "practicing law," but rather it should be analyzing whether the public is being harmed. Given that Tikd's customers are all represented by independent, licensed attorneys, there is no basis to reach that conclusion.

3. Tikd's business.

Introduction. As part of this investigation, Christopher Riley was questioned at length by staff attorney Jacquelyn Needelman and members of UPL Committee 11B on April 25, 2017. Mr. Riley carefully explained the nature of Tikd's business operations (See transcript attached). He provided detailed answers to every question asked. He stated repeatedly that Tikd was willing to make changes to satisfy the local committee's concerns, and in fact made several adjustments to Tikd's services after the April meeting. Mr. Riley's counsel previously provided detailed written explanations of Tikd's business

model to the local committee. In fact, Tikd has continued to refine and improve its business model. This memorandum describes Tikd's services as currently offered, reflecting additional changes it has made in response to issues raised through this investigation.

Mr. Riley. Christopher Riley is Founder and CEO of Tikd Services, LLC. Mr. Riley is a 2001 graduate of the United States Naval Academy and a 2008 graduate of the Harvard Business School. Along with running Tikd, Mr. Riley is President of Guzman Energy, LLC. Mr. Riley is not, and has never claimed to be, an attorney.

Tikd's services. Tikd owns and operates a website at <http://www.tikd.com>. Through its website, Tikd provides a set of services to persons who have received traffic tickets, including retaining an attorney on the customer's behalf and capping the customer's financial exposure on the ticket.

How Tikd works. Using the website, a person who has received a traffic ticket can request Tikd's services by uploading a picture of the ticket and creating an account. At the time a ticket is submitted for consideration, the customer must provide a valid credit card number, but no hold or charge is made at that time.

Tikd staff then examines each uploaded ticket to determine if it meets Tikd's criteria. Specifically, Tikd reviews the ticket to determine whether it was issued in a jurisdiction where Tikd offers its services, and whether the ticket involves the type of infraction Tikd will accept. Tikd declines tickets involving deaths or serious injuries, alcohol, minors, and criminal violations, among other types of infractions. In deciding whether a ticket meets its criteria, Tikd does not evaluate the individual merits of any particular ticket, and does not provide the customer with any legal advice or analysis of possible defenses to the ticket.

If Tikd declines the ticket, it notifies the individual and the credit card is not charged. If Tikd accepts the ticket, the customer's credit card is charged the quoted amount, which is always less than the face value of the ticket. For example, if the ticket is for \$200, Tikd may charge a fee of \$160. The customer can choose to pay that amount in full, or 50% of the charge at the time of acceptance, with the remaining 50% paid in two monthly installments of 25% each. There are no other charges to the customer from Tikd, at any time.

Tikd does not guarantee or predict the outcome of any customer's ticket. Tikd provides three services in exchange for the flat charge: (1) Tikd retains an independent, licensed attorney to represent the customer on the ticket; (2) the customer pays no additional charges to Tikd, the customer's lawyer, or the court to resolve the ticket, regardless of the outcome of the ticket; and (3) the customer receives a full refund of Tikd's charges if the ticket results in "points" on the driver's license, but Tikd will still pay any associated fines or court costs.

The customer authorizes Tikd to retain an attorney. As explained in Tikd's Terms of Service (attached), when a customer submits and Tikd accepts a ticket, the customer is authorizing Tikd to retain an independent, licensed attorney on the customer's behalf. Tikd has relationships with attorneys who handle traffic ticket defense in numerous jurisdictions in Florida. Tikd has a Services Agreement with each of these lawyers requiring them to maintain professional liability coverage. Tikd does not,

however, instruct the attorneys on how to advise or represent the customers. Tikd does not control or influence the relationship between the lawyer and customer in any way.

After accepting a ticket, Tikd contacts one of these attorneys on the customer's behalf and provides the customer's contact and ticket information. The attorney is free to accept or decline the representation. If the attorney declines, Tikd may send the customer information to another participating independent attorney. If no attorney accepts, Tikd notifies the customer and provides a full refund.

If the attorney accepts, the attorney contacts the customer directly with a representation letter drafted by the attorney. As explained in Tikd's Terms of Service, the customer may decline the attorney's representation for any reason. If the customer declines, Tikd provides a full refund to the customer.

The attorney represents the customer. If the attorney and customer both agree, they establish an attorney-client relationship based on the attorney's representation letter. The customer then works and communicates directly with the attorney. Tikd has no involvement whatsoever in the attorney's defense of the ticket. For the customer's convenience, Tikd provides status updates about the customer's ticket (e.g., the setting of a court date, final disposition, etc.) based solely on publicly available docket information provided by the attorneys. Tikd's agreements make clear that the attorneys will not provide any confidential information to Tikd relating to the representation, other than this publically-available docket information. If a customer mistakenly contacts Tikd to discuss the merits of a case, Tikd refers the customer back to the attorney.

The attorney handles all aspects of the ticket defense. If the ticket is dismissed, the customer's attorney-client relationship ends, and Tikd has no further obligation. If a fine or court costs are assessed, Tikd pays that amount, regardless of whether it is more or less than the amount Tikd charged the customer. If any driving points are assessed, the customer is entitled to a full refund of the amount charged by Tikd, and Tikd will continue to honor its financial agreement with the customer to pay any associated fine or court costs.

Tikd's service is popular because it provides customers a convenient solution to their traffic ticket problem. With one convenient online transaction and a fixed payment, a Tikd customer is able to retain a licensed traffic ticket attorney and obtain certainty about the financial result. Other drivers may choose to attend traffic court personally and might be able to obtain a dismissal at no out-of-pocket cost. But attending court takes time away from work or family, and the result is uncertain. As Tikd's success has proven, many people prefer to pay a fixed cost in exchange for the financial certainty Tikd's services provide.

Tikd's payment plan service is also a popular and unique innovation. Over 35% of Tikd's customers choose the payment plan, which allows them to spread the cost of a ticket over three monthly payments, while still benefiting from the independent lawyer's service and the financial cap provided by Tikd.

To date, Tikd has served approximately 7,000 Florida customers. 98.4% of those customers have received no points on their licenses; the other 1.6% received full refunds, with Tikd continuing to pay any associated fines or court costs.

4. Tikd is not “practicing law.” Tikd retains lawyers at its customer’s request, but independent attorneys provide all the legal services.

To Tikd’s knowledge, no Tikd customer has complained to The Florida Bar, the UPL Committee, the Florida Attorney General, the BBB, or any other agency about Tikd’s services or the representation received from the independent attorneys who Tikd retains on its customers’ behalf. Rather, the only complaints Tikd is aware of have been made by lawyers associated with The Ticket Clinic. The UPL complaint on which this investigation is based was made by Ted Hollander, a Ticket Clinic lawyer.

Mr. Hollander and The Ticket Clinic specialize in traffic ticket defense. The Ticket Clinic has numerous offices across Florida and several offices in Southern California. Mr. Hollander and The Ticket Clinic are in direct competition with the lawyers who handle tickets for Tikd’s customers.¹

Mr. Hollander’s handwritten UPL complaint states, in its entirety:

“TIKD.com seems to be a service that provides legal help, but is operated by non-lawyers. It seems to violate UPL rules.”

He cites no statute, case law or other authority. Before launching its business, and continually through this investigation, Tikd has carefully considered and reviewed Florida law. It has found no case holding or even suggesting that its business model constitutes the unlicensed practice of law. Tikd has asked Bar counsel to explain the basis for any assertion that it is practicing law, with little result. Only one case has been cited, *The Florida Bar v Consolidated Business and Legal Forms, Inc.*, 386 So.2d 797 (Fla. 1980), but it clearly does not apply to Tikd.

In *Consolidated Business and Legal Forms*, the respondent was a Florida for-profit corporation that was “engaged in the business of offering legal services through members of The Florida Bar who are its full time attorneys.” 386 So. 2d at 798. The corporation staffed offices in several Florida cities with its employee-attorneys, who provided legal advice and services to clients in divorces, bankruptcy, name changes, wills and adoptions. *Id.* at 799. The corporation paid its employee-attorneys a salary plus a percentage of gross fees paid to their employer. *Id.* The corporation supervised and controlled its employee-attorneys’ work in great detail. *Id.* at 798-99. This was a simple case of the prohibited corporate practice of law: a for-profit corporation owned by non-lawyers may not have its employees provide legal services directly to third parties, even if they are licensed attorneys, where the non-lawyers intervene in—so as to potentially interfere with—the attorney-client relationship. *Id.* at 798-800.

¹ The Ticket Clinic’s customer satisfaction level is poor, which could explain its apparent fear of competition. As of October 5, 2017, the Better Business Bureau gave “F” ratings (on an “A” to “F” scale) to The Ticket Clinic’s offices in Miami, West Palm Beach, Coral Gables, Fort Lauderdale, and North Palm Beach, Florida. The BBB likewise gave “F” ratings to The Ticket Clinic offices in Santa Ana and Studio City, California, and a “D+” rating to its San Lorenzo, California office. Its offices in Kissimmee and Orlando, Florida, managed “A-” ratings, while only its office Tampa, Florida, was rated “A.”

In contrast, Tikd has no employee-attorneys. Its employees do not provide legal advice or engage in the practice law. The attorneys who represent Tikd's customers are independent lawyers with their own offices and practices. Those lawyers decide whether to accept a ticket and represent a customer. If they so choose, they establish separate, direct attorney-client relationships with those customers – who likewise are free to accept or decline the representation. Tikd has no input, control or influence over the attorneys' representation of their clients. Tikd's services do not fall within the conduct that was found to be the unlicensed practice of law in *Consolidated Business and Legal Forms*.

While Tikd's customers authorize the company to retain an independent attorney to represent them, this does not mean Tikd is engaged in the practice of law. In fact, this type of arrangement happens regularly in other industries, such as insurance, and has been occurring for many years. In 1969, The Florida Bar proposed a new rule that would have restricted insurance companies (and other "lay agencies") in utilizing in-house attorneys (staff counsel) to provide legal services on behalf of their customers. *In re Rules Governing Conduct of Attorneys in Florida*, 220 So. 2d 6 (Fla. 1969). The Florida Supreme Court rejected that rule, however, concluding that the potential ethical issues that might be implicated in situations where a third party is paying for the representation of a client did not depend on whether the lawyer was employed by the insurance company "on a full-time master-servant basis, or merely on an isolated attorney-client basis." *Id.* at 7.

The proposed rule did not "solve the problem which the Bar seeks to remedy" and "merely discriminates against a class with no reasonable basis for the distinction." *Id.* Specifically, the Court acknowledged that third parties are permitted to retain and pay for lawyers on behalf of another, even lawyers that may be directly employed by the third party, so long as sufficient precautions exist to ensure the lawyer is "free to exercise completely unhampered professional judgment solely for that client." *Id.* The Court also reiterated that the Bar's "primary function" with respect to these sorts of situations was "to protect the public against duplicity [(i.e., situations where a lawyer may be conflicted in serving two masters)] and the profession against ethical deviations." *Id.* at 8; *see also Unauthorized Practice of Law Committee v. American Home Assurance Company, Inc.*, 261 S.W. 3d 24 (Tex. 2008) (insurer may use staff attorneys to defend a claim against an insured without engaging in unauthorized practice of law, so long as the insurer's interest and the insured's interest are aligned).

In 1986, the Florida Supreme Court approved a wholesale revision to the bar rules. *See The Florida Bar re Rules Regulating The Florida Bar*, 494 So. 2d 977 (Fla. 1986). Included in the new rules was a section focused on ensuring that a lawyer maintains the independence of professional judgment in situations where someone other than the client is retaining and paying the lawyer for the representation. *See R. Reg. Fla. Bar 4-1.8(f)*. Tikd's business model and its Services Agreement with the independent lawyers that represent its customers are in complete conformity with this rule. At no time does Tikd interfere with the lawyers' professional judgment in representing these clients.

A Texas court has carefully considered and approved a relationship where one party agrees to retain an attorney to represent and handle a legal matter for another. *See Patterson v. Pritchard*, No. 03-10-0021-CV, 2011 WL 3371545 (Tex. App. – Austin, Aug. 4, 2011). In *Patterson v. Pritchard*, Pritchard hired a non-attorney, Patterson, to collect on a promissory note secured by real property to recover the collateral property. *Id.* at *2. Pritchard signed a limited power of attorney authorizing Patterson to collect the note or foreclose and recover the collateral. *Id.* Patterson retained a lawyer who filed suit on Pritchard's

behalf, represented Pritchard at a deposition and mediation, and successfully recovered the property. *Id.* at *3. Pritchard refused to honor his contract with Patterson, claiming it was unenforceable because it required Patterson to practice law without a license. *Id.*

The court rejected Pritchard's argument, holding that Patterson did not practice law because he did not draft the pleadings, manage the lawsuit, or appear in court; he merely retained a licensed attorney to do those things. *Patterson*, 2011 WL 3371545, *5. Because Patterson did not have "the right to control the relationship between Pritchard and the attorney or require the attorney to consult with or otherwise obtain Patterson's consent before taking action on behalf of Pritchard," Patterson was not practicing law. *Id.* at *6. In reaching its conclusion, the court relied on case law authorizing litigation funding agreements and the disciplinary rule permitting payment of legal fees by a non-client. *Id.* at *5 (citing *Anglo-Dutch Petroleum Int'l, Inc. v. Haskell*, 193 S.W.3d 87, 104-05 (Tex. App. – Houston [1st Dist.] 2006, pet. denied); Tex. Disciplinary R. Prof'l Conduct 1.08(c)).

Obtaining a "power of attorney" to hire an attorney on behalf of a third party does not mean one is practicing law. "[A] power of attorney generally grants 'someone authority to act as agent or attorney-in-fact for the grantor.'" *Patterson*, 2011 WL 3371545, at *6 (citing Black's Law Dictionary 1290 (9th ed. 2009)). Such a grant authorizes a person to act as an *attorney-in-fact*, not an *attorney-at-law*. *Id.* Because non-lawyers may serve as agents or attorneys in fact, actions taken pursuant to the limited power of attorney – including retaining an independent attorney – do not constitute the practice of law. *Id.* Tiki's services easily fall within *Patterson*, because it exercises no supervision or control over the independent attorneys.

Tiki has found no case suggesting *Patterson* is inconsistent with Florida law. Indeed, a federal case from Florida is consistent with *Patterson*. In *Scharrer v. Fundamental Administrative Services, LLC*, No. 8:12-cv-1855-T-30MAP, 2013 WL 3943156 (M.D. Fla. July 30, 2013), the plaintiff alleged that the defendant nursing home administrative service company and its employees engaged in the unlicensed practice of law by retaining and controlling outside counsel representing nursing homes in pending litigation in Florida. After a careful review of ten cases decided by the Florida Supreme Court, however, the District Court found no evidence to support the plaintiff's claims, because the defendants themselves had engaged in no acts considered to be the practice of law in Florida, and there was no evidence they had controlled or directed the attorneys' representation. *Id.* at *5-11. Retaining independent attorneys to perform the actual lawyering is not the practice of law in Florida, in the absence of evidence that the non-attorneys specifically directed or controlled the lawyers' acts on behalf of their clients. *Id.* at *10-11.

Tiki's services are completely different from the prohibited practices outlined in *Consolidated Business and Legal Forms*, and are entirely consistent with the conduct authorized in *Patterson* and *Scharrer*. Tiki does not have attorney-employees. Tiki does not provide legal advice. It retains attorneys on behalf of its customers, but only with the specific authority of those customers. Tiki's customers and the independent attorneys enter into separate, voluntary attorney-client relationships. All lawyering is done by the independent attorneys. Clients communicate directly, and confidentially, with their attorneys. Tiki does not control, direct or participate in the attorneys' representation of their clients. Therefore, contrary to The Ticket Clinic's unsupported claim that Tiki "seems to violate the UPL rules," in fact Tiki does not practice law.

5. **Tikd is not operating a lawyer referral service or fee-sharing.**

During the course of this investigation, questions were asked about the professional responsibility rules governing attorney referral services and fee-sharing. Because Tikd is not a law firm and its employees are not licensed attorneys, those rules do not apply. Questions of licensed attorneys' professional responsibility do not appear to fall within the UPL Standing Committee's ambit, which is to investigate whether unlicensed individuals are practicing law. Nonetheless, Tikd has fully answered questions on these topics and addresses them briefly here.

Tikd is not a lawyer referral service. The Rules Regulating the Florida Bar define a "lawyer referral service" as:

any person, group of persons, association, organization, or entity that *receives a fee or charge* for *referring* or *causing the direct or indirect referral* of a potential client to a lawyer drawn from a specific group or panel of lawyers.

R. Regulating Fla. Bar 4-7.22(a)(1). Tikd does not fall within this definition because it does not receive a fee or charge from the independent lawyers it hires on behalf of its customers. To the contrary, Tikd pays a flat fee *to* the attorneys for their representation of Tikd's customers. Moreover, Tikd does not "refer" potential clients to lawyers. Rather, Tikd, through its agreement with its customers, has agreed to *hire* and *pay* a lawyer on behalf of its customers. Tikd is no more a "lawyer referral service" than an insurance carrier that chooses a lawyer from a list of approved panel counsel to handle a case on behalf of one of its insureds, and then pays that lawyer's fees.

Attorneys are not sharing fees with Tikd. As part of the rule protecting an attorney's professional independence, Rule 4-5.4(a) prohibits a lawyer or law firm from sharing legal fees with a nonlawyer, except in certain defined circumstances. The attorneys who represent Tikd's clients do not share any legal fees with Tikd; they make no payments to Tikd at all. Tikd pays the lawyers a fixed fee per representation. This is consistent with Rule 4-1.8(f) and Rule 4-5.4(d), which permit an attorney to be paid by a third party to render legal services, so long as the client consents, there is no interference with the attorney-client relationship or the lawyer's independent judgment, and client information is protected.

This is the typical situation with liability carriers. Indeed, The Florida Bar approved a third party's flat fee payment to a lawyer on behalf of customers who are to be represented by the lawyer in Ethics Opinion 98-2. In that opinion, the Bar concluded that an insurance company's agreement to pay an attorney a set fee for each case the attorney handled on behalf of the carrier's customers was proper, so long as the carrier did not impose any limitations on the attorney's ethical obligations to the customer.

6. **Conclusion.**

Tikd and undersigned counsel are very concerned about the anticompetitive implications of this investigation, which has now been pending for close to a year. Based on complaints stemming from a single source, The Ticket Clinic, Tikd and attorneys who represent Tikd's customers have been faced

with this UPL complaint, multiple Bar ethics complaints, a civil lawsuit, negative press reports, and a whisper campaign inside and outside courtrooms across Florida. Although Tikd asked the Bar to publicly state that it has not reached any conclusion that Tikd is engaged in UPL, the Bar has pointedly refused to do so.

The legal landscape regarding unauthorized practice enforcement has changed significantly since the Supreme Court decided *North Carolina State Board of Dental Examiners v. Federal Trade Commission* in 2015. State bar associations are no longer guaranteed immunity from federal Antitrust Act liability when acting, formally or informally, to regulate competition within the legal profession. The lawsuit LegalZoom brought against the North Carolina State Bar in 2016 exposed this vulnerability; anticompetitive actions taken without active supervision by a politically accountable government agency are not immune from damage and injunctive relief. The Bar's lengthy investigation of a small start-up company, based solely on complaints from lawyers facing new competition, is counterproductive to its public image.

Even if this Standing Committee and its members believe the Bar's actions to date are nonetheless immune, its focus should remain on demonstrable public harm, as the Florida Supreme Court has directed. Consumers benefit from innovation in delivery of legal and financial services. Tikd is confident the Committee will hear no evidence that its customers have been harmed. Indeed, Tikd's quick adoption by thousands of Florida residents shows its services are welcome and needed. The specter of this investigation and The Ticket Clinic's complaints are actively harming Tikd in the marketplace and reducing its ability to provide Florida citizens this service.

Tikd is not engaged in the unlicensed practice of law, and asks this Committee to so find, and to promptly close this investigation.

Very truly yours,



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