

IN THE SUPREME COURT OF FLORIDA

THE FLORIDA BAR,

Complainant,

vs.

LARRY ELLIOT KLAYMAN,

Respondent.

Supreme Court Case
No.

The Florida Bar File
No. 2011-70,621(11A)

COMPLAINT OF THE FLORIDA BAR

THE FLORIDA BAR, Complainant, files this complaint against LARRY ELLIOT KLAYMAN, Respondent, pursuant to Chapter 3 of the Rules Regulating The Florida Bar and alleges the following:

1. Respondent is and was at all times material herein a member of The Florida Bar and subject to the jurisdiction and disciplinary rules of the Supreme Court of Florida.

2. Prior to the filing of this complaint, there has been a finding of probable cause by a grievance committee as required by Rule 3-7.4(l) of the Rules Regulating The Florida Bar. The chair of the grievance committee has approved the instant complaint.

3. On or about November 11, 2007, Natalia Humm ("Humm") filed a grievance against Respondent alleging that he had had failed to provide services in her

criminal case after she paid him a \$25,000 retainer.

4. The parties ultimately agreed to submit this matter to The Florida Bar Grievance Mediation Program, and a Mediation Agreement was signed on February 3, 2009. According to the terms of the Mediation Agreement, Respondent agreed to pay Humm \$5,000 within ninety (90) days from the date of the Agreement. (*Copies of the Mediation Report and of the Mediation Settlement Agreement are attached hereto and incorporated herein as Composite Exhibit "A"*).

5. On or about June 3, 2009, Jonathan I. Rotstein ("Rotstein"), the attorney who represented Humm in the mediation, sent a letter to The Florida Bar indicating that Respondent had failed to comply with the terms of the Mediation Agreement and further indicating that he did not think Respondent had "any intentions of honoring same." (*A copy of Rotstein's letter to The Florida Bar, dated June 3, 2009, with attachments, is attached hereto and incorporated herein as Exhibit "B"*).

6. On or about June 11, 2009, The Florida Bar forwarded Rotstein's letter to Respondent, requesting his response within seven (7) days from the date of The Bar's letter. (*A copy of The Florida Bar's letter, dated June 11, 2009, with attachments, is attached hereto and incorporated herein as Exhibit "C"*).

7. In response to The Florida Bar, Respondent indicated that he was facing a very difficult financial situation, but that he had every intention of honoring his agreement with Humm. Respondent further indicated that he would be able to pay the

outstanding amount by September 30, 2009. (*Copies of Respondent's facsimile response, dated June 18, 2009, and his follow-up letter, dated June 19, 2009, are attached hereto and incorporated herein as Composite Exhibit "D"*).

8. Respondent failed to provide his payment by September 30, 2009, as promised, and therefore, on or about October 22, 2009, The Florida Bar sent him a follow-up letter advising him that failure to comply with the terms of the Mediation Agreement was a violation of Rule 14-5.1(b) of the Rules Regulating The Florida Bar and giving him a final deadline of November 20, 2009 to comply. (*Copies of Rotstein's letter to The Florida Bar indicating that Respondent had failed to comply with the terms of the Mediation Agreement and of The Florida Bar's letter, both dated October 22, 2009, are attached hereto and incorporated herein as Composite Exhibit "E"*).

9. Respondent again failed to comply with the Mediation Agreement, and therefore, on December 4, 2009, The Florida Bar sent him a letter advising him that a new file had been opened on the basis of his failure to comply with the terms of the Mediation Agreement, which would be considered by the grievance committee. (*A copy of The Florida Bar's letter, dated December 4, 2009, is attached hereto and incorporated herein as Exhibit "F"*).

10. Immediately prior to the grievance committee's meeting, Respondent submitted a response where he indicated that he had been unable to comply with the

Mediation Agreement for financial reasons and that he was actually in the process of filing for bankruptcy. Nevertheless, Respondent advised that he still intended to honor the Agreement. *(A copy of Respondent's letter, dated January 11, 2010, is attached hereto and incorporated herein as Exhibit "G").*

11. Prior to making its final determination, the grievance committee requested that Respondent provide specific evidence of his financial situation, in affidavit form. Respondent provided a supplemental response, which included the financial information requested. In addition, Respondent enclosed a check in the amount of \$1,000, payable to Humm, and made a promise to continue making good faith payments of at least \$500 per month until the entire \$5,000 was paid in full. *(Copies of The Florida Bar's letter, dated January 14, 2010, and of Respondent's letter to The Florida Bar, dated February 9, 2010, are attached hereto and incorporated herein as Composite Exhibit "H").*

12. Based on Respondent's payment of \$1,000, the financial information provided, and his assurances that he would continue making monthly good faith payments to Humm, the grievance committee ultimately determined that the matter should be closed with a finding of no probable cause and a letter of advice to Respondent.

13. Despite his assurances that he would continue making good faith payments to Humm, Respondent only made two additional payment of \$500 each, and

then failed to make subsequent payments.

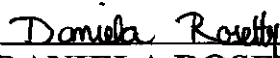
14. Rotstein sent letters to The Florida Bar on May 12, August 18, and December 14, 2010 requesting its assistance in obtaining the outstanding payments from Respondent. The Florida Bar forwarded those letters to Respondent, who initially responded and promised to continue making payments. (*Copies of Rotstein's letters, dated May 12, August 18, and December 14, 2010, are attached hereto and incorporated herein as Composite Exhibit "I"*).

15. Respondent's last communication with The Bar was on August 23, 2010, when he indicated that he had been in a serious auto accident but that he would be sending an additional payment to Humm. Respondent ultimately stopped responding to The Florida Bar. He similarly failed to make any additional payments to Humm.


16. By reason of the foregoing, Respondent has violated Rules 3-4.3 (misconduct and minor misconduct), 4-8.4(a) (a lawyer shall not violate or attempt to violate the Rules of Professional Conduct), 4-8.4(g) (failure to respond to The Florida Bar), and 14-5.1(b) (effect of respondent's failure to attend or comply with mediation) of the Rules Regulating The Florida Bar.

WHEREFORE, The Florida Bar respectfully requests that Larry Elliot Klayman, Respondent, be appropriately sanctioned in accordance with Chapter 3, Rules Regulating The Florida Bar.

Respectfully submitted,



DANIELA ROSETTE
Bar Counsel
Florida Bar No. 64059
The Florida Bar
444 Brickell Avenue, Ste M-100
Miami, Florida 33131
(305) 377-4445



KENNETH LAWRENCE MARVIN
Staff Counsel
Florida Bar No. 200999
The Florida Bar
651 East Jefferson Street
Tallahassee, Florida 32399
(850) 561-5600

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the original Complaint was sent by regular mail to Thomas D. Hall, Clerk, Supreme Court of Florida, 500 South Duval Street, Tallahassee, Florida 32399-1927; and a true and correct copy was sent by Certified Mail Return Receipt Requested (No.7010 0780 0002 0071 2951) to Larry Elliot Klayman, Respondent, at his record Bar address of P.O. Box 2788, Washington, D.C. 20013; and by regular mail to Daniela Rosette, Bar Counsel, The Florida Bar, 444 Brickell Avenue, Suite M-100, Miami, Florida 33131, on this 4th day of February, 2011.



KENNETH LAWRENCE MARVIN
Staff Counsel

NOTICE OF TRIAL COUNSEL

PLEASE TAKE NOTICE that the trial counsel in this matter is Daniela Rosette, Bar Counsel, whose address and telephone number are 444 Brickell Avenue, Suite M-100, Miami, Florida 33131, (305) 377-4445. Respondent need not address pleadings, correspondence, etc., in this matter to anyone other than trial counsel and to Kenneth Lawrence Marvin, Staff Counsel, The Florida Bar, 651 East Jefferson Street, Tallahassee, Florida, 32399-2300.



THE FLORIDA BAR

651 EAST JEFFERSON STREET
TALLAHASSEE, FL 32399-2300

JOHN F. HARKNESS, JR.
EXECUTIVE DIRECTOR

850/561-5600
WWW.FLABAR.ORG

RE: Complaint/Inquiry of Natalia Humm against Larry Elliot Klayman
TFB File No. 2008-70,568

MEDIATION REPORT

The undersigned mediator appointed in this matter by referral and consent in The Florida Bar Mediation Program hereby reports:

1. The parties to this matter are Larry Elliot Klayman, Respondent and Natalia Humm, Complainant.

2. On December 16, 2008 a mediation conference was held.

3. The following parties attended this mediation conference:

LARRY ELLIOT KLAYMAN

NATALIA HUMM

JONATHAN ROTSTEIN

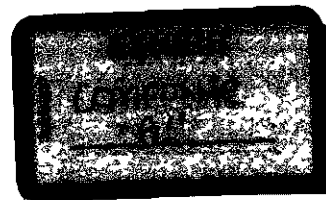
4. The result of this mediation conference is that:

- A total settlement was reached.
 A partial settlement was reached.
 Another mediation conference is necessary.
 An impasse resulted.
 The matter was not mediated because _____
failed to attend.
 In the opinion of the mediator, this matter is no longer appropriate for mediation.

Dated this 20 day of February, 2009.

Mediator, Gerald Silverman, Esq.

cc: Larry Elliot Klayman, Esq.
Natalia Humm
Susan Austin, Program Administrator
Jonathan Rotstein, Esq.



MEDIATION SETTLEMENT AGREEMENT

For -
305 -
358 -
1126

BETWEEN:

NATALIA HUMM

and

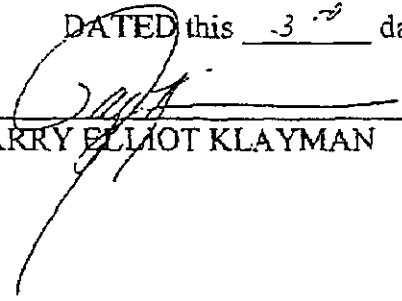
LARRY ELLIOT KLAYMAN

Florida Bar File No: 2008-70,568

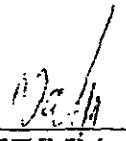
The parties and/or their respective counsel hereby stipulate and agree that all matters arising out of the above matter are hereby resolved as follows:

LARRY ELLIOT KLAYMAN shall pay to NATALIA HUMM, the amount of \$5,000.00 on or before ninety (90) days from date. Each party shall bear their respective attorney's fees and costs. All other matters discussed at the mediation shall remain privileged and confidential, unless otherwise agreed by all the parties. Neither party admits liability. *UC*

DATED this 3rd day of ^{February} ~~January~~, 2009.



LARRY ELLIOT KLAYMAN



NATALIA HUMM



JONATHAN ROTSTEIN

LAW OFFICES OF
ROTSTEIN & SHIFFMAN, LLP

JURISDICTION ADMITTED

JONATHAN I. ROTSTEIN
MICHAEL A. SHIFFMAN

FLORIDA

June 3, 2009

The Florida Bar
Attention: Susan Austin
651 East Jefferson Street
Tallahassee, FL 32399-2300

THE FLORIDA BAR
RECEIVED
JUN 05 2009

CERTIFIED MAIL 70072680000132930110

RE: Natalia Humm against Larry Elliot Klayman
TFB File No. 2008-70,568 (11A)

Dear Ms Austin:

Please be advised as you know, I have the pleasure to represent Ms Humm regarding her mediation.

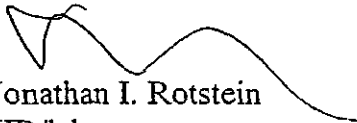
Enclosed please find a copy of the Mediation Agreement which was held on December 16, 2008 and executed on February 20, 2009.

To date we have not received the \$5,000.00 draft from attorney Larry Elliot Klayman. I do not think he has any intentions of honoring same.

I would request that this be added to Ms. Humm's complaint against Mr. Klayman and this be immediately forwarded to a grievance committee.

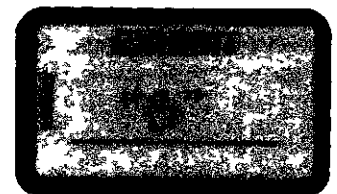
If you have any questions, please do not hesitate to contact me directly and I remain,

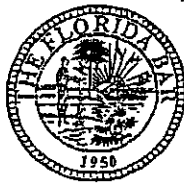
Sincerely,



Jonathan I. Rotstein
JIR/lah

cc: Natalia Humm
Larry Klayman
Gerald Silverman, Esquire





THE FLORIDA BAR

651 EAST JEFFERSON STREET
TALLAHASSEE, FL 32399-2300

JOHN F. HARKNESS, JR.
EXECUTIVE DIRECTOR

850/561-5600
www.FLABAR.org

RE: Complaint/Inquiry of Natalia Humm against Larry Elliot Klayman
TFB File No. 2008-70,568

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JONATHAN ROTSTEIN

4. The result of this mediation conference is that:

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 In the opinion of the mediator, this matter is no longer appropriate for mediation.

Dated this 20 day of February, 2009.

Mediator, Gerald Silverman, Esq.

cc: Larry Elliot Klayman, Esq.
Natalia Humm
Susan Austin, Program Administrator
Jonathan Rotstein, Esq.

MEDIATION SETTLEMENT AGREEMENT

For
305-
358
1126

BETWEEN:

NATALIA HUMM

and

LARRY ELLIOT KLAYMAN

Florida Bar File No: 2008-70,568

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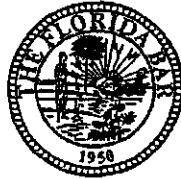
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DATED this 3rd day of ~~January~~ ^{February}, 2009.


LARRY ELLIOT KLAYMAN


NATALIA HUMM


JONATHAN ROTSTEIN



THE FLORIDA BAR

RIVERGATE PLAZA, SUITE M-100
444 BRICKELL AVENUE
MIAMI, FL 33131-2404

JOHN F. HARKNESS, JR.
EXECUTIVE DIRECTOR

305/377-4445
www.FLABAR.ORG

By facsimile (305) 447-1548 and regular mail

June 11, 2009

Larry Elliot Klayman, Esquire
3415 S.W. 24th Street
Miami, Florida 33145

***RE: Complaint by Natalia Humm against Larry Elliot Klayman, Esquire
The Florida Bar File No. 2008-70,568(11A)***

Dear Mr. Klayman:

Enclosed please find a copy of a letter dated June 3, 2009 and attachments from Jonathan Rotstein, Esquire. Please respond to same with a copy to Mr. Rotstein within seven (7) days of the date of this letter.

Thank you.

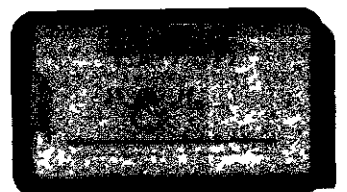
Sincerely,

RANDI KLAYMAN LAZARUS
Bar Counsel

RKL\mr

Enclosure

cc: Jonathan I. Rotstein, Esquire (without enclosure)



LAW OFFICES OF
ROTSTEIN & SHIFFMAN, LLP

JURISDICTION ADMITTED

JONATHAN I. ROTSTEIN
MICHAEL A. SHIFFMAN

FLORIDA

June 3, 2009

The Florida Bar
Attention: Susan Austin
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THE FLORIDA BAR
RECEIVED
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CERTIFIED MAIL 70072680000132930110

RE: Natalia Humm against Larry Elliot Klayman
TFB File No. 2008-70,568 (11A)

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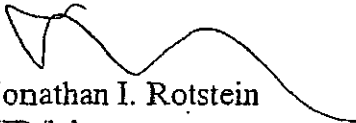
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I would request that this be added to Ms. Humm's complaint against Mr. Klayman and this be immediately forwarded to a grievance committee.

If you have any questions, please do not hesitate to contact me directly and I remain,

Sincerely,



Jonathan I. Rotstein
JIR/lah

cc: Natalia Humm
Larry Klayman
Gerald Silverman, Esquire



THE FLORIDA BAR

651 EAST JEFFERSON STREET
TALLAHASSEE, FL 32399-2300

JOHN F. HARKNESS, JR.
EXECUTIVE DIRECTOR

850/561-5600
www.FLABAR.org

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TFB File No. 2008-70,568

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NATALIA HUMM

JONATHAN ROTSTEIN

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Dated this 20 day of February, 2009.

Mediator, Gerald Silverman, Esq.

cc: Larry Elliot Klayman, Esq.
Natalia Humm
Susan Austin, Program Administrator
Jonathan Rotstein, Esq.

MEDIATION SETTLEMENT AGREEMENT

Put
305
358
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BETWEEN:

NATALIA HUMM

and

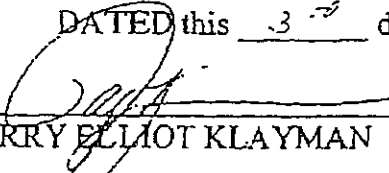
LARRY ELLIOT KLAYMAN

Florida Bar File No: 2008-70,568

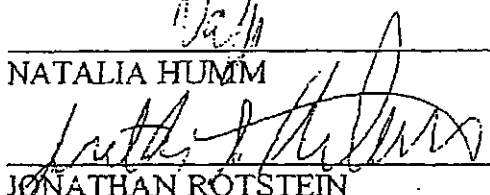
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DATED this 3rd day of ^{February}~~January~~, 2009.


LARRY ELLIOT KLAYMAN


NATALIA HUMM


JONATHAN ROTSTEIN

6/18



THE FLORIDA BAR

RIVERGATE PLAZA, SUITE M-100
444 BRICKELL AVENUE
MIAMI, FL 33131-2404

WILLIAM F. HARNNESS, JR.
EXECUTIVE DIRECTOR

305/377-4445
WWW.FLADBAR.ORG

By facsimile (305) 447-1548 and regular mail

June 11, 2009

Larry Elliot Klayman, Esquire
3415 S W 24th Street
Miami, Florida 33145

To Randi Klayman Lazarus

**RE: Complaint by Natalia Humm against Larry Elliot Klayman, Esquire
The Florida Bar File No. 2008-70,568(11A)**

Dear Mr. Klayman:

Enclosed please find a copy of a letter dated June 3, 2009 and attachments from Jonathan Rotstein, Esquire. Please respond to same with a copy to Mr. Rotstein within seven (7) days of the date of this letter.

Thank you

Sincerely,

RANDI KLAYMAN LAZARUS
Bar Counsel

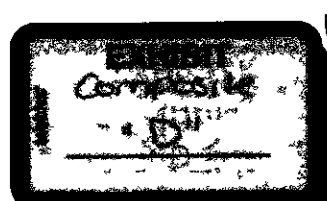
RKL:mr

Enclosure

cc. Jonathan I Rotstein, Esquire (without enclosure)

*6/18/09 via fax
Randi:*

I intend to honor our agreement w/ Ms Humm. It's been tough financially. Just arrived back in Miami & have this. My sec'y has been out. Will respond more fully tomorrow.





6/23/09
RECEIVED

JUN 22 2009

THE FLORIDA BAR - MIAMI

Via Fax (305-377-4519) and Mail

June 19, 2009

Randi Klayman Lazarus, Esq.
Bar Counsel
Office of Bar Counsel
The Florida Bar
444 Brickell Ave # M100
Miami, FL 33131-2404

RE: Natalia Humm:

Dear Ms. Lazarus:

As explained in my fax of yesterday, which was handwritten as my secretary is in Cleveland, Ohio with her critically ill grandmother, and I had just returned from California, I fully intend to comply with the settlement agreement. Its thus hard to understand why Ms. Humm's counsel did not call me first before sending his "over the top" letter to the Bar. I can only guess that he is a beneficiary of the settlement funds and thus takes a personal interest in this matter; so he decided to use more coercive means...


My financial condition is currently very bad, unexpectedly bad, caused in large part by clients not paying me due to the current financial crisis and other factors. This regrettably is true generally in much of the legal profession and elsewhere.

I can pay the amount due by September 30, 2009, as the situation should improve by then.

I settled this case to avoid the time and expense of going through further time consuming correspondence. I continue to maintain, strongly, that no money is owed to Ms. Humm and she was simply taking advantage of the situation, spurred on by what appears to be a very aggressive counsel. You might remember that her prior counsel sent me an email admitting in effect that no monies were owed.

Please rest assured of my good faith in honoring the payment nevertheless.
Thank you for your courtesy.

Sincerely,



Larry Klayman

cc: Jonathan Rothstein, Esq.
Counsel for Natalia Humm

10/2

LAW OFFICES OF ROTSTEIN & SHIFFMAN, LLP

*JONATHAN I. ROTSTEIN
MICHAEL A. SHIFFMAN*

JURISDICTION ADMITTED

FLORIDA

October 22, 2009

The Florida Bar
Attention: Radi Klayman Lazarus
Rivergate Plaza, Suite M-100
444 Brickell Avenue
Miami, FL 33131-2404

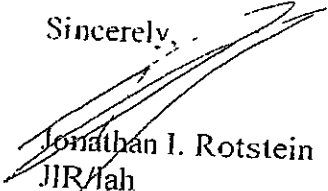
RE: Complaint by Natalia Humm against Larry Elliot Klayman, Esquire
The Florida Bar File No. 2008-70,568 (11A)

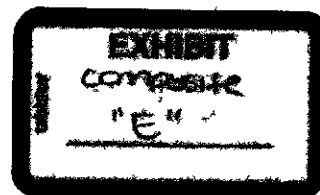
Dear Ms. Lazarus:

Please be advised that Attorney Larry Elliot Klayman, has yet to tender the \$5,000.00, pursuant to the mediation agreement which was executed on February 20, 2009. As you know, The Florida Bar granted an extension of time until September 30, 2009 in which Mr. Klayman was to pay the \$5,000.00.

Please advise me as to what the Florida Bar plans to do as in regards to Mr. Klayman and the complaint which was filed by Ms. Natalia Humm.

Sincerely,


Jonathan I. Rotstein
JIR/hah
cc: Natalia Humm



RECEIVED

OCT 28 2009

THE FLORIDA BAR - MIAMI



THE FLORIDA BAR

RIVERGATE PLAZA, SUITE M-100
444 BRICKELL AVENUE
MIAMI, FL 33131-2404

JOHN F. HARKNESS, JR.
EXECUTIVE DIRECTOR

305/377-4445
WWW.FLABAR.ORG

By facsimile (202) 955-5765 and by regular mail

October 22, 2009

Larry Elliot Klayman, Esquire
2029555765
9701 Wilshire Boulevard
Suite 900
Beverly Hills, CA 90212

*RE: Complaint by Natalia Humm against Larry Elliot Klayman, Esquire
The Florida Bar File No. 2008-70,568(11A)*

Dear Mr. Klayman:

I am in receipt of your telephone message of this date in which you explained the personal basis for your failure to comply with the mediated agreement.


Please be advised that Rule 14-5.1(b) of The Rules Regulating The Florida Bar provides, in pertinent part, as follows:

[I]t shall be a violation of the Rules Regulating The Florida Bar for a respondent to fail to fully comply with the terms of a written mediation agreement without good cause.

I will permit one final deadline before proceeding - - that being November 20, 2009.

Thank you.

Sincerely,



RANDI KLAYMAN LAZARUS
Bar Counsel

RKL\mr

cc: Jonathan I. Rotstein, Esquire



THE FLORIDA BAR

RIVERGATE PLAZA, SUITE M-100
444 BRICKELL AVENUE
MIAMI, FL 33131-2404

JOHN F. HARKNESS, JR.
EXECUTIVE DIRECTOR

305/377-4445
WWW.FLABAR.ORG

December 4, 2009

Larry Elliot Klayman
9701 Wilshire Boulevard
Suite 900
Beverly Hills, CA 90212

**RE: *Complaint by The Florida Bar against Larry Elliot Klayman
The Florida Bar File No. 2010-70,615(11A)***

Dear Mr. Klayman:

Please be advised that the above referenced file has been opened as a result of your failure to comply with the terms of a mediation agreement dated February 3, 2009 entered into with Natalia Humm. Rule 14-5.1(b) of The Rules Regulating The Florida Bar.

Additionally, please address your current dues delinquency. Please respond no later than December 16, 2009.

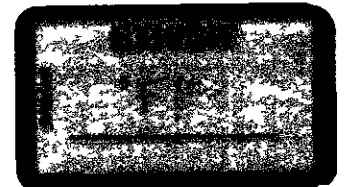
Thank you.

Sincerely,

RANDI KLAYMAN LAZARUS
Bar Counsel

RKL\mr

cc: Jonathan I. Rotstein, Esquire



Via Mail

January 11, 2010

Randi Klayman Lazarus, Esq.

Bar Counsel

The Florida Bar

444 Brickell Avenue

Suite M-100

Miami, Florida 33131

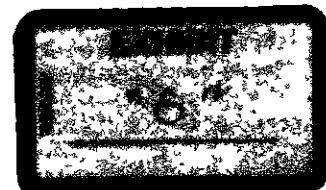
Re: Natalia Humm, File No. 2010-70,615 (11A).

Dear Ms. Lazarus:

Before the holidays I had left you a message to advise that for financial reasons I could not as yet pay the \$5000 that was arranged for in mediation. Indeed, I am in the process of declaring bankruptcy and that is the reason I was also unable to pay my bar dues.

I am committed to honoring my agreement, but in the these difficult economic times unfortunately it is very difficult.

If The Florida Bar deems it appropriate, I would alternatively be willing to adjudicate Ms. Humm's complaint on the merits, as it was clear that I never owed her anything. The documents which I provided to the Bar attest to this; indeed her own lawyer at the time admitted in an email that I did not owe her anything in his opinion. I did however agree to resolve the impasse, having been convinced by the mediator that it would cost me more in time and aggravation to go through the process. However, for the moment I have no money, although I do feel strongly about honoring my commitment. Thus, even when bankruptcy is declared, I would still honor my agreement if Ms. Humm is willing to wait for payment, which I estimate could be accomplished in the next three to four months.



I had not anticipated not being able to pay, but my financial life has been in ruins. I even stayed in my office in during a period when I could not afford an apartment.

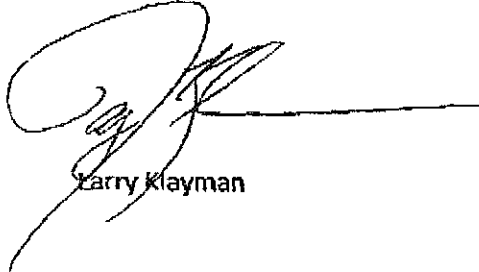
I hope that the grievance committee will respectfully take into account my economic condition which are a product of the times we live in. No state knows this better than Florida, which is in a "state" of economic depression and is losing population for the first time in its history.

Finally, from the submission to the grievance committee which you provided I see that the original file, containing my defense of the monies owed, was not provided. Thank you for providing this to them prior to their considering this case, in order that they may review it in advance of their decision. I would also like to be present telephonically (as I cannot afford to travel) at their meeting to offer my own live testimony.

I have vacated the office in California as I could not afford it, being behind significantly in back rent, and you can reach me at P.O. Box 2788, Washington, D.C. 20013 (tel: 310-595-0800).

Thank you for your consideration. Let me know if you or the grievance committee have any questions. I look forward to hearing back from you prior to the grievance committee considering this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Larry Klayman', is written over a horizontal line. The signature is stylized and cursive.

Encl.

Cc: Natalia Humm



THE FLORIDA BAR

RIVERGATE PLAZA, SUITE M-100
444 BRICKELL AVENUE
MIAMI, FL 33131-2404

JOHN F. HARKNESS, JR.
EXECUTIVE DIRECTOR

305/377-4445
WWW.FLABAR.ORG

By e-mail and regular mail

January 14, 2010

Larry Elliot Klayman, Esquire
P.O. Box 2788
Washington, DC 20013

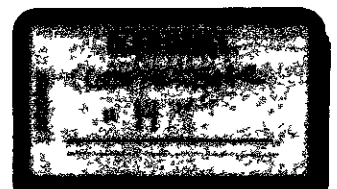
**RE: *Complaint by The Florida Bar against Larry Elliot Klayman, Esquire
The Florida Bar File No. 2010-70,615(11A)***

Dear Mr. Klayman,

Please be advised that the above-referenced matter has been considered by the Grievance Committee. Prior to making its final determination in this matter, however, the committee has requested that you provide an affidavit signed under penalty of perjury containing the following information:

1. Please provide a detailed list of your assets, including any investments and retirement plans, as well as your liabilities;
2. In response to your statement that you are in the process of filing for bankruptcy, please detail the specific steps that you have taken, including whether you have retained counsel and the case number, if any;
3. Additionally, please indicate whether you intend to discharge your obligations under the mediation agreement as part of your petition for bankruptcy;
4. Please indicate whether you are currently practicing law, and if so, please indicate the location where you are practicing and the nature of your practice; and
5. Please indicate how your circumstances will change in the next few months in a manner that would enable you to comply with the terms of the mediation agreement;

Finally, please be advised that the Committee felt strongly that you had failed to make a good faith effort to make any payment toward the total amount outstanding. While evidence that you have made at least a partial payment toward the entire amount outstanding would not entirely absolve your obligations under the agreement, any such evidence would be taken into account by the Committee as a good faith attempt to resolve this matter.



January 14, 2010
Page 2

A response to the above is required within twenty (20) days from the date of this letter. The matter will then be resubmitted to the Committee for its consideration.

Thank you very much for your attention to this matter.

Very truly yours,

Daniela Rosette

DANIELA ROSETTE
Bar Counsel

DR\mr

RECEIVED

FEB 16 2010

THE FLORIDA BAR - MIAMI

Via Mail

February 9, 2010

Daniela Rosette
Bar Counsel
The Florida Bar
Rivergate Plaza, Suite M-100
444 Brickell Avenue
Miami, Florida 33131-2404

Re: Florida Bar File No. 2010-70, 615>

Dear Ms. Rosette:

This is in response to your recent letter of January 14, 2010.

I am enclosing a partial payment to show my good faith toward Ms. Natalia Humm in the amount of \$1,000.00, which monies I had to borrow. I plan to make partial payment in the future at a rate of at least \$500 per month until the amount I agreed to pay, \$5000.00 is paid in full.

In response to your other questions, I am enclosing my most recent bank statements, which I ask not be placed in a public file, showing that I have and have had very little funds, as my financial situation continues to be dire. I do not own any investments or retirement plans and just have a few pieces of jewelry and clothing, a television, a radio, a bed and clothing and shoes. I rent my apartment. The jewelry is a watch which is of negligible value, and consists of a watch and a ring valued currently under \$200.00.

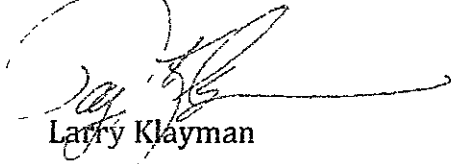
I am in the process of gathering my financial information which is scattered about three states, where I formerly resided in whole or in part, and will soon file for bankruptcy pro se. I cannot afford bankruptcy counsel, having been asked for a \$5000.00 retainer which I cannot afford. I will not use this bankruptcy to discharge my obligation under the mediation agreement as I am committed to honoring it. Its just that my financial situation has been so poor.

I have started up my practice of law again in Washington, D.C. and it is primarily of a public interest nature. This should improve my financial situation in the next months, such that I can pay off the amount I agreed to pay to Ms. Humm.

While I have always maintained that Ms. Humm was not owed any money, and indeed her attorney agreed (see my original response with attached email from Ms. Humm's counsel at the time), I settled this matter to avoid the loss of time and expense at the suggestion of the mediator. However, my financial condition worsened. Nevertheless, I will make good on my commitment and the enclosed partial payment is testament, as I swear to this and the above information under oath and under penalty of perjury.

Thank you and the Grievance Committee for your courtesy and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Larry Klayman', with a long horizontal flourish extending to the right.

Larry Klayman

P.O. Box 2788
Washington, D.C. 20013



JONATHAN I. ROTSTEIN
MICHAEL A. SHIFFMAN

JURISDICTION ADMITTED
FLORIDA

THE LAW OFFICES OF
ROTSTEIN & SHIFFMAN

May 12, 2010

Automobile
Accidents

The Florida Bar
Attention: Daniela Rosette
Rivergate Plaza, Suite M-100
444 Brickell Avenue
Miami, FL 33131-2404

Wrongful
Death Cases

RE: Complaint by Natalia Humm against Larry Elliot Klayman, Esquire
The Florida Bar File No. 2008-70,568 (11A)

Slip And Fall
Accidents /
Premise Liability

Dear Ms. Rosette:

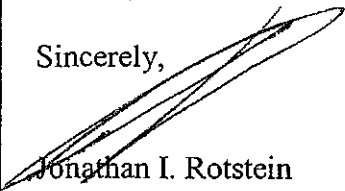
I need to put you on notice that Mr. Klayman is now two months behind in his payments.

Dog Bites /
Animal Attacks

Frankly, I do not think that this is in the spirit of the mediation agreement. I would appreciate it if you would contact Mr. Klayman and have him issue the two back checks that are due.

Thank you for all courtesies extended and I remain,

Sincerely,


Jonathan I. Rotstein
JIR/lah
cc: Client

Social Security &
Disability Cases

Workers
Compensation
Cases

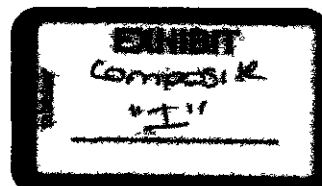
Business Law

Criminal
Defense Law

RECEIVED

MAY 17 2010

THE FLORIDA BAR - MIAMI





JONATHAN I. ROTSTEIN
MICHAEL A. SHIFFMAN

JURISDICTION ADMITTED
FLORIDA

THE LAW OFFICES OF
ROTSTEIN & SHIFFMAN

RECEIVED

AUG 20 2010

THE FLORIDA BAR - MIAMI

August 18, 2010

Automobile
Accidents

The Florida Bar
Attention: Daniela Rosette
Rivergate Plaza, Suite M-100
444 Brickell Avenue
Miami, FL 33131-2404

Wrongful
Death Cases

RE: Complaint by Natalia Humm against Larry Elliot Klayman
The Florida Bar File No. 2008-70,568 (11A)

Slip And Fall
Accidents /

Dear Ms. Rosette:

Premise Liability

Once again, I am having to put you on notice that Mr. Klayman is again, over two months behind in his promised payments. The last payment was post marked June 15, 2010 from Mr. Klayman.

Dog Bites /
Animal Attacks

As I stated in my May 12, 2010 letter, I do not believe that this payment method that Mr. Klayman has chosen to take, is anywhere near in the spirit of the mediation agreement.

Social Security &
Disability Cases

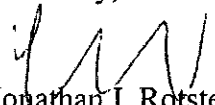
Please, I would once more appreciate it, if you would contact Mr. Klayman and have him issue check(s) for the payment he is behind on or in the alliterative, pay the full remaining balance.

Workers

Thank you again for your time and effort in this matter and I remain,

Compensation
Cases

Sincerely,


Jonathan I. Rotstein
JIR/lah
cc: Client

Business Law

Criminal
Defense Law



JONATHAN I ROTSTEIN
MICHAEL A. SHIFFMAN

JURISDICTION ADMITTED
FLORIDA

THE LAW OFFICES OF
ROTSTEIN & SHIFFMAN

RECEIVED

DEC 14 2010

THE FLORIDA BAR - MIAMI

December 14, 2010

The Florida Bar
Attention: Daniela Rosette
Rivergate Plaza, Suite M-100
444 Brickell Avenue
Miami, FL 33131-2404

Automobile
Accidents

Wrongful
Death Cases

Slip And Fall
Accidents /
Premise Liability

Dog Bites /
Animal Attacks

Social Security &
Disability Cases

Workers
Compensation
Cases

Business Law

Criminal
Defense Law

RE: Complaint by Natalia Humm against Larry Elliot Klayman: 2008-70,568 (11 A)

Dear Ms. Rosette:

It was a pleasure speaking to you on June 9, 2010. As you know, I stated to you that Mr. Klayman has not been making timely payments on his agreed amount to be refunded to Ms. Humm. You stated to me that the Florida Bar is not a collection agency.

I do understand that it is not a collection agency. However, my client agreed to extinguish her grievance against Mr. Klayman and her right to go before a sitting judge to obtain her full measure of the law. This was based upon the fact that:

1. Mr. Klayman would pay the sum of \$5,000.00 and make timely payments for the same.

Please be advised that you told me you would contact Mr. Klayman one more time and if that was unsatisfactory, you would see about putting this back on the grievance committee agenda.

Ms. Humm hired Mr. Klayman in good faith for \$25,000.00. It is now December 14, 2010 and Mr. Klayman has failed to extinguish his debt, which now has been going on for well over one and one half years.

Frankly, I am amazed that the Bar has not moved to get this issue resolved in its entirety or move forward and have a hearing.

If Mr. Klayman will not finish paying the amount in full, at this time I suggest that we place this back on the docket before a grievance committee.