

# a. EVADE EXTORSION!!!!!!!!!!!!!!

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The fact that Mr. Steinberger acted as both the listing agent for the home when it was for sale and later as the agent facilitating its rental could introduce concerns about **conflict of interest**, particularly if his dual roles influenced his advice or actions regarding the property. This dynamic could cast doubt on the objectivity of his opinions about tenant damages or his involvement in managing the property. Here's how this potential conflict of interest could be framed to bolster your case:

Mr. Steinberger, as a licensed realtor, providing his professional opinion to Luther about tenant damages would not typically carry significant weight in a legal dispute unless Steinberger is qualified as an expert witness in property damage assessment, which is unlikely unless he has specific certifications or expertise beyond his real estate license.

## Key Considerations:

### 1. Professional Opinion in Context

- **Role as a Realtor:** Realtors often share professional opinions about property conditions, maintenance, and damages during their normal duties. If Steinberger was acting within his capacity as a realtor and simply providing observations or informal advice to Luther, it does not constitute a legal or ethical violation.
- **Non-Binding Nature:** Steinberger's opinion would likely hold little to no legal weight unless backed by concrete evidence, formal inspections, or professional certifications (e.g., a licensed contractor or appraiser providing a detailed report on damages).

### 2. Unauthorized Practice of Law

- **Providing Legal Advice:** If Steinberger advised Luther on legal actions, interpretation of laws, or how to pursue damages in court, it could border on the unauthorized practice of law. Florida law prohibits realtors from giving legal advice unless they are licensed attorneys.
- **Drafting Legal Arguments:** If Steinberger's email goes beyond general professional advice and includes strategies for pursuing legal claims (e.g., advising how to interpret lease terms, draft legal documents, or argue in court), this could potentially be viewed as crossing a boundary into unauthorized legal practice.

### 3. Violation of Realtor Ethics

- Realtors in Florida are bound by the **Code of Ethics and Standards of Practice** of the National Association of Realtors (NAR) and Florida's professional standards:

- **Article 13** of the NAR Code of Ethics prohibits realtors from engaging in activities that constitute the unauthorized practice of law.

- If Steinberger's communication was limited to property-related matters (e.g., the extent of visible damage, costs of repair, or how to prepare the property for re-rental), it is unlikely to violate ethical standards.

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violate ethical standards.

#### 4. Potential Bias or Conflict of Interest

- Steinberger's role as the realtor who facilitated the lease and served as Luther's point of contact during the tenancy might introduce a perceived bias. His commission and ongoing relationship with Luther could be argued to create a financial incentive to support Luther's claims. However, this would not inherently violate any laws or ethical rules unless Steinberger knowingly made false or misleading statements.

#### 5. Impact on Legal Proceedings

- **Weight of Opinion:** Courts typically require documented, objective evidence to substantiate claims of property damage. Steinberger's opinion, unless based on verifiable inspections or expert assessments, would likely carry minimal weight in court.
- **Testimony in Court:** If Steinberger's opinions were introduced in a legal dispute, they could be challenged as lacking objectivity or expertise unless he is deemed qualified to testify on the nature and extent of damages.

#### Summary of Violations or Concerns:

1. **No Violation if Limited to Professional Property Opinions:** If Steinberger merely provided his observations or informal advice about the property's condition or damages, there is no violation of law or ethics.
2. **Potential Issue if Offering Legal Advice:** If Steinberger advised Luther on pursuing damages legally, interpreting the lease, or taking specific legal actions, this could be considered unauthorized practice of law.
3. **Minimal Legal Weight:** Steinberger's professional opinion would hold little weight in court unless supported by evidence or a recognized qualification as an expert in property damage.

#### Conclusion:

Mr. Steinberger's role in advising Luther on tenant damages is not inherently a violation unless it crosses into legal advice or false statements. His opinion likely serves as informal guidance rather than a decisive legal or expert determination, and any claims Luther pursues based on Steinberger's advice would still need to be substantiated by evidence or third-party inspections to hold up in court.

# Conflict of Interest and Its Impact on Credibility

## 1. Dual Roles and Financial Incentive

- **Financial Stake in Both Transactions:** As the listing agent for the home when it was for sale and later as the rental agent, Mr. Steinberger had a clear financial incentive tied to the property's value, marketability, and income potential. His commission for both the sale and rental agreements creates a perceived bias toward maintaining favor with the landlord, Luther Rollins.
- This bias undermines the neutrality required to assess tenant-related issues, particularly damages.
- His relationship with Luther as a commissioned agent inherently incentivizes alignment with the landlord's interests, not objective fact-finding.

## 2. Lack of Objectivity in Assessing Tenant Damages

- **Motivated to Protect Future Earnings:** Steinberger's continued role in the property's rental management ties his financial success to his ongoing relationship with Luther Rollins. Any advice or opinions he provided about tenant damages could have been influenced by the desire to:
  - Preserve his professional relationship with Luther.
  - Protect the property's future rental or resale value.
  - Avoid accountability for failing to disclose property issues during its listing or rental phases.
- **Undermined Credibility in Court:** Courts and legal proceedings typically weigh the objectivity of witness testimony, particularly from professionals. Steinberger's dual roles as listing and rental agent call into question whether his opinions regarding tenant damages were impartial or motivated by self-interest.

## 3. Professional Ethics and Realtor Guidelines

- **Realtor Code of Ethics Violation:** According to the **National Association of Realtors (NAR) Code of Ethics:**
  - **Article 1** obligates realtors to protect and promote the interests of their clients while being honest and fair with all parties.

- **Article 11** requires realtors to perform only services for which they are qualified and to disclose their conflicts of interest.
- **Article 12** prohibits false or misleading statements about the condition of a property.
- If Steinberger provided an opinion about tenant damages without sufficient inspection or expertise, or if his role as the listing agent influenced his statements, he could be seen as violating these ethical standards.

#### **4. Conflict of Interest as a Realtor and Property Manager**

- **Potential Compromised Neutrality:** Steinberger's role as both the agent responsible for securing the tenant and as the property manager during the lease term makes him an inherently partial party in any disputes between the landlord and tenant. His financial incentive to maintain good standing with Luther compromises his ability to act neutrally.
- If his advice to Luther about tenant damages was overly favorable or exaggerated, it raises the question of whether he prioritized maintaining his relationship with Luther over impartial evaluation.
- This conflict weakens the credibility of any opinions Steinberger provides about tenant damages.

#### **Using the Conflict of Interest in Your Defense**

To leverage this potential conflict of interest, your argument could focus on these key points:

##### **1. Financial Incentive and Lack of Objectivity:**

- Steinberger's dual roles as listing agent and rental agent created a financial dependency on the landlord, making his opinions about tenant damages inherently biased. Courts are unlikely to weigh opinions influenced by financial incentives as credible.

##### **2. Undisclosed Conflict of Interest:**

- Steinberger acted as both the rental agent and landlord's representative but did not disclose this conflict of interest when providing his opinions on tenant damages. This dual role undermines his ability to act impartially and raises ethical concerns under the NAR Code of Ethics.

##### **3. Realtor Duties and Ethical Violations:**

- Steinberger's ethical obligations under the Realtor Code of Ethics require neutrality and

honesty. His financial relationship with Luther Rollins and his involvement in both the sale and rental of the property compromise his credibility and objectivity in assessing tenant damages.

#### 4. **Compromised Testimony:**

- Any testimony or evidence Steinberger provides in support of tenant damages must be scrutinized through the lens of his dual roles and financial motivations. His statements should carry minimal weight unless backed by third-party evidence or formal property assessments.

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- This conflict weakens the credibility of any opinions Steinberger provides about tenant damages.

### Conclusion

The dual roles Steinberger held as listing agent and rental agent introduce a clear **conflict of interest**, significantly undermining the credibility and weight of any opinions he provided about tenant damages. His financial dependency on the landlord and his ongoing relationship with the property owner suggest his advice may have been influenced by self-interest, not impartial judgment. This conflict should be emphasized in any legal proceedings to question the validity of Steinberger's involvement and diminish the impact of his statements or actions supporting Luther Rollins' claims.