



Portfolio Media, Inc. | 111 West 19th Street, 5th floor | New York, NY 10011 | www.law360.com  
Phone: +1 646 783 7100 | Fax: +1 646 783 7161 | customerservice@law360.com

## Atty Must Return Docs In Row Over Ex-Partner's \$2M Policy

By **Nathan Hale**

Law360, Miami (March 15, 2019, 8:27 PM EDT) -- A Miami lawyer accused of wrongly keeping \$2 million in life insurance policy proceeds after his former partner killed himself must hand over to the partner's widow financial records of hers that he obtained through improperly noticed subpoenas, a Florida state judge ordered Friday.

Miami-Dade County Circuit Judge Beatrice Butchko stopped short of granting a sanctions request made by plaintiffs Sharon Dresser, the estate of her late husband Steven L. Cantor and his former firm The Cantor Group Law PA, saying at a hearing that she lacked evidence of bad intent by defendant Hal J. Webb. But the judge quashed Webb's unilaterally noticed depositions and subpoenas and gave his counsel until the end of the day to return all of the more than 16,000 pages of documents they received.

"The problem is right here we are out of procedure. These are parties, you don't get to do it this way to parties. You rob the other side of the opportunity to file a motion for a protective order and object," Judge Butchko said of Webb's failure to consult the plaintiffs before sending his requests to Dresser's financial advisers, who are also defendants in the case.

Counsel for Dresser, who controls her husband's estate and the defunct firm's assets, asserted that Webb knew that the financial information — including details on Dresser's net worth and Cantor's personal trusts — was confidential and irrelevant to the issues in the case and he was just "trying to get a peek under the hood" to gain leverage.

"He said it was error. I say it was intentional," Robert Zarco of Zarco Einhorn Salkowski & Brito PA said, in response to arguments from Webb's lawyer Dennis Alan Richard of Richard & Richard PA.

Judge Butchko tried to tamp down Zarco's speculation but also admonished Richard, saying proper professional courtesy would have been to make clear that while they had canceled the depositions after Dresser's side objected, they had also launched subpoenas to get documents.

Richard acknowledged he has shown the documents to Webb, but said they had only reviewed a small portion and expressed confidence that the court will ultimately grant them access to them.

The court also heard extensive arguments on a motion from the financial adviser defendants — United Capital Financial Advisers LLC, adviser Neal Slafsky and Slafsky's former company CPG Capital LLC — to compel arbitration and stay the claims against them.

Their attorney, Stephen E. Hudson of Kilpatrick Townsend & Stockton LLP, argued that a series of contracts Cantor and his wife signed between 2003 and June 2018 contain broad arbitration clauses and that there is a clear nexus between the contractual relationship and the allegations that they were negligent in how they advised Cantor to set up the disputed life insurance policy and breached their contract by advising Dresser that the firm was not legally entitled to the policy benefits after Cantor's death.

Zarco countered that the contracts were not actually in effect at the time of the alleged events and that they contained language that said the parties had to choose to accept the the arbitration provision at the time a dispute came up.

But Hudson contended that the parties are bound by the arbitration clauses, even for actions that occurred earlier in the parties' relationship. Judge Butchko expressed skepticism on that point and requested supplementary briefing on the issue.

The underlying dispute focuses on a "keyman" life insurance policy that Webb took out on Cantor when the two owned a joint law firm, Cantor & Webb PA. Cantor also took one out on Webb, and though their law firm paid the premiums for the policies, the two partners designated themselves personally as beneficiaries for tax purposes.

In its suit, filed in January 2018, the Cantor Group said that under an amendment to the shareholder agreement, any departing partner had to sign over the policy to the firm. The Cantor Group says Webb, now a partner at Bilzin Sumberg Baena Price & Axelrod LLP, deliberately delayed doing so after his departure from the firm in June 2016.

The Cantor Group claims Webb began the process of signing the policy over to the law firm but never completed it.

On Oct. 11, 2016, Cantor killed himself by jumping off a high-rise building. One week after Cantor's death, Webb obtained a death certificate, sent it to Prudential and requested a payout of the \$2 million insurance policy he had taken out on Cantor, according to the suit. The firm said that Webb took advantage of Dresser to purchase the firm's assets, including the insurance policies.

The plaintiffs are represented by Robert Zarco, Robert Einhorn and Colby Conforti of Zarco Einhorn Salkowski & Brito PA.

UFCA, Slasky and CPG are represented by Jennifer Cohen Glasser of Akerman LLP and Stephen E. Hudson and Kathryn Isted of Kilpatrick Townsend & Stockton LLP.

Webb is represented by Dennis Alan Richard and Laurel W. Marc-Charles of Richard & Richard PA.

Bilzin Sumberg Baena Price & Axelrod LLP is represented by Harley S. Tropin, Javier A. Lopez and Maia Aron of Kozyak Tropin & Throckmorton LLP.

The case is The Cantor Group PA v. Webb et al., case number 2018-000596-CA, in the Eleventh Judicial Circuit Court of Florida.

--Additional reporting by Carolina Bolado. Editing by John Campbell.

---

All Content © 2003-2019, Portfolio Media, Inc.