

IN THE SUPREME COURT OF FLORIDA

THE FLORIDA BAR,  
Complainant,  
v.  
MARVIN L. LESSNE,  
Respondent.

CASE NUMBER: 65,402  
TFB CASE NUMBERS: 17D83F33,  
17D83F45, 17D83F60, 17D83F63,  
17D83F64, 17D83F65, 17D83F71,  
17D83F74, 17D83F77, 17D83F78,  
17D83F82, 17D83F83, 17D83F90 and  
17D83104

FILED  
SID J. WHITE  
JUL 13 1984  
CLERK, SUPREME COURT  
Chief Deputy Clerk

AMENDED PETITION FOR APPROVAL OF CONDITIONAL GUILTY PLEA  
FOR CONSENT JUDGMENT AND ENTRY OF FINAL ORDER OF DISCIPLINE

COMES NOW, the Complainant, The Florida Bar, by and through as undersigned counsel, pursuant to Florida Bar Integration Rule, article XI, Rule 11.13(6)(c), and respectfully requests this honorable Court to approve the conditional guilty plea for consent judgment attached hereto as exhibit A in accordance with the terms of the plea and shows:

1. On or about March 21, 1984, the Respondent, Marvin L. Lessne, through his attorney submitted his conditional guilty plea in this matter for The Florida Bar's consideration.

2. On or about May 19, 1984, the Board of Governors of The Florida Bar at its meeting in Daytona Beach, Florida voted to recommend approval of the conditional guilty plea to this honorable Court.

3. By signing the attached conditional guilty plea the Respondent has agreed to be disciplined by the entry by this Court of an order disbarring Respondent for a period of three years from the entry of said order by this Court and to pay costs incurred by The Florida Bar associated with the referenced disciplinary cases in the amount of \$849.50 in return for a guilty plea acknowledging violations of Florida Bar Integration Rule, article XI, Rule 11.02(3), to wit: commission of an act contrary to honesty, justice or good morals; Florida Bar Integration Rule, article XI, Rule 11.02(4), to wit: improper trust accounting; Disciplinary Rule 1-102(A)(4), to wit: engaging in conduct involving dishonesty, fraud, deceit or misrepresentation; and Disciplinary Rule 9-102, to wit: failure to account for money or other property of a client.

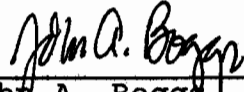
4. On February 28, 1983, the Respondent was temporarily suspended by this Court in the case styled as The Florida Bar v. Lessne, Supreme Court Case No. 63,283 (Fla. February 28, 1983).

WHEREFORE, The Florida Bar respectfully requests this Court to approve the attached conditional guilty plea and enter a final order of discipline consistent with the terms of the plea, whereby the following discipline will be imposed:

A. That Respondent, Marvin L. Lessne, shall be disbarred from the practice of law in the State of Florida for a period of three years from the date of any such order; and

B. That Respondent, Marvin L. Lessne, shall be ordered to pay the costs incurred by The Florida Bar in connection with the prosecution of these matters in the amount of \$849.59, said costs to be paid within 30 days of the date of this Court's final order.

Respectfully submitted,



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John A. Boggs  
Director of Lawyer Regulation  
The Florida Bar  
Tallahassee, Florida 32301  
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing has been furnished to Robert H. Anderson, attorney for Respondent, Post Office Box 39313, Fort Lauderdale, Florida 33339, by regular U.S. Mail this 13<sup>th</sup> day of July, 1984.



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John A. Boggs

IN THE SUPREME COURT OF FLORIDA

THE FLORIDA BAR,

CONFIDENTIAL

CASE NO.

Complainant,

v.

MARVIN L. LESSNE,

Respondent.

TFB CASE NOS.: 17D83F33, 17D83F45,  
17D83F60, 17D83F63, 17D83F64,  
17D83F65, 17D83F71, 17D83F74,  
17D83F77, 17D83F78, 17D83F82,  
17D83F83, 17D83F90, 17D83104

CONDITIONAL GUILTY PLEA

Respondent, Marvin L. Lessne, pursuant to Rule 11.13(a), article XI of the Integration Rule of The Florida Bar, hereby submits this, his conditional guilty pleas in these causes, with exceptions noted, and states as follows:

1. Respondent, Marvin L. Lessne, has been a member of The Florida Bar since November 6, 1958.

2. On February 28, 1983, respondent was temporarily suspended by the Supreme Court of Florida in the case The Florida Bar v. Lessne, Case No. 63,283 (Fla. Feb. 28, 1983).

3. With respect to each of the following cases, respondent conditionally admits to the following stated allegations:

(a) TFB Case No. 17D83F33, Complaint of Hyman Kranowitz. Respondent did place in his trust account an amount in excess of \$23,000. received from Hyman Kranowitz and Cheryl Kranowitz during November, 1982 in connection with their purchase of a home. Such fund were to be utilized by respondent to pay-off the then second mortgage of the purchased home, which payment respondent did subsequently make. The delay in paying same was directly occassioned by repeated delays of the second mortgagee to furnish up-dated documentation and denial that they had received a check for total payment. Upon direct contact with said mortgagees counsel, respondent personally brought a cashiers check for such funds directly to local counsel nominated by mortgagee. No loss was sustained by complainants and valid title insurance was issued through respondent. No guilt is admitted herein by respondent.

(b) TFB Case No. 17D83F45, Complaint of Paul Kay. Respondent resented Mrs. Sylvia Kay, as heiress of an estate, for the sale of inherited property to Amadeo Mastandrea and Lorraine Mastandrea. In connection therewith during September 1982, respondent received from the Mastandreas as a deposit on such home the sum of \$7,000.00. On January 5, 1983 at the closing of the sale, respondent received from

the Mastandreas the sum of \$61,799.82 to be disbursed to Mrs. Kay. Due to neglect and inadvertence, respondent wrongly paid out funds from such escrow funds to other clients and creditors of respondent, and was unable to make the required full payment to Mrs. Kay. Upon being given this explanation, the client, Mrs. Kay, demanded a check which was to be post-dated for the sum due her and upon presentation of such check to the bank, it was dishonored due to there being insufficient funds in the account to pay such check. At first, client agreed to a pay-out of such funds and accepted \$10,000.00 as partial disbursement made through respondents counsel, CHARLES J. RICH, Esq. of Fort Lauderdale, FL., paid to her substituted counsel, with \$2,000.00 to be held by Mr. Rich for additional re-imbusement. Respondent stands ready to make additional re-imburements to client, as he is financially able. Such actions violate Rules 11.02(3) and (4), article XI, of the Integration Rule of the Florida Bar and Disciplinary Rules 1-102 (A) (4) and 9-102 of the Code of Professional Responsibility.

(c) TFB Case No. 17D83F60, Complaint of Sally Shander. On or about January 27, 1982, Sally Shander gave to respondent through his investment company, University Title and Escrow Corporation, the sum of \$10,000.00 to either be invested on behalf of Ms. Shander or personally utilized by respondent in financing his other businesses, as long as a certain percentage of interest yield was being earned by such investor. Such funds were never to be held in an attorney's trust account, and Sally Shander knew at all times that respondent was personally responsible for the use of the funds and was personally making monthly interest payments from his own funds. Respondent made monthly payments of interest on such sum, as agreed, however the last interest payment check, dated February 1, 1983, drawn on respondent's personal account, was returned due to non-sufficient funds in said account. Respondent acknowledges and has at all times agreed that he has failed to repay the principal loan of \$10,000.00 plus accruing interest to date to Ms. Shander. No guilt is admitted herein by respondent.

(d) TFB Case No. 17D83F63, Complaint of Harold Schneider, and TFB Case No. 17D83F78, Complaint of Aram and Carol Boyajy. Around December 1982, respondent was retained by Aram Boyajy and Carol Boyajy to represent them in the sale of their home to Harold Schneider, the Boyajys giving respondent a \$150.00 retainer. On or about December 8, 1982, Harold Schneider gave to respondent as a deposit on such home the sum of \$6,300.00. Respondent failed to close such sale and negligently failed to account for such funds, having paid same out to other client's uses and creditors of respondent. Such actions violate Rules 11.02(3) and (4), article XI, of the Integration Rule of The Florida Bar and Disciplinary Rules 1-102(A) (4) and 9-102 of the Code of Professional Responsibility.

(e) TFB Case No. 17D83F64, Complaint of Nicholas Cassas.

Around October 1982, respondent issued to Nicholas Cassas, the lessor of the offices wherein respondent maintained his law practice and title insurance company, two checks, each in the amount of \$1,459.98, as payment of rent. At that time, respondent as lessee and landlord were having a dispute over allowing sub-tenants to have adequate parking space. Respondent intended to stop payment of these checks, but both checks were returned due to there being insufficient funds in the account to pay the checks. In the spirit of amicable settlement, respondent tendered a cashier's check for \$1,000.00, accepted by landlord, and was liable for payment of the balance within a reasonable period. In the interim, a fire has occurred on the premises, rendering same uninhabitable. Respondent had previously moved all of his furniture and office equipment, but has several boxes of personal effects and records and files. The checks have never been fully paid, but respondent maintains that he has a meritorious defense to any such civil obligation to landlord, herein. Respondent admits to no violation of the Rules of the Florida Bar, Disciplinary Rules of the Code of Professional Responsibility.

(f) TFB Case No. 17D83F65, Complaint of Rea and Benjamin Snow.

Around January 1982, Rea Snow gave respondent \$10,000.00 and Ben Snow gave respondent \$15,000.00 for the purpose of gaining as much interest yield as possible. The Snows were not only past clients of respondent, but close personal friends. Previous to that date, Ben Snow had given \$15,000.00 to respondent as personal loan at substantial interest and received monthly interest checks from respondent for over six months and then received his principal returned in full. Respondent had told the Snows repeatedly that he was using the money as a personal loan and would be personally liable for this debt. Continued interest checks from respondent's own funds were sent each and every month to the Snows for their additional loans to respondent. The respondent did agree that should a better mortgage investment come along, he would aid the lenders to secure a better investment; however, these loans would continue to be the personal liability of the respondent. Respondent admits to no violation of the Integration Rule of the Florida Bar and Disciplinary Rules of the Code of Professional Responsibility.

(g) TFB Case No. 17D83F71, Complaint of Millie Plotkin. Around January 1983, respondent represented Millie Plotkin in the purchase of a home from Lakes of Carriage Hills, Inc., in connection therewith, Ms. Plotkin deposited with respondent the sum of \$41,536.56 to be paid to the seller at closing. At the closing, respondent delivered to seller his trust account check in the amount of \$41,536.56, which check was returned due to there being insufficient funds in the account to pay such check. Respondent maintains that the funds for such closing were utilized by him improperly for the payment of other trust fund obligations and not personally by him or his personal gain, but rather, in a negligent manner to pay priority claims of other clients. Such actions violate Rules 11.02 (3) and (4), article XI, of the Integration

Rule of the Florida Bar and Disciplinary Rule 1-102(a)(4) of the Code of Professional Responsibility.

(h) TFB Case No. 17D83F74, Complaint of Ida Weinstock. Around September 1981, respondent received on behalf of Ida Weinstock the approximate sum of \$15,000.00, which fund respondent was suppose to locate a suitable investment, through his investment company, University Title & Escrow Corp., however, after some search, the respondent approached the complainant with a prospect of allowing respondent to utilize the funds for his business venture, for which he would pay substantial interest yield. Respondent had the same basis for other personal loans from other clients and investors, and complainant herein agreed to same, and accepted monthly interest checks for an annual period of time. This should constitute a civil debt and respondent remains personally liable for accruing interest and the principal. Respondent admits no guilt relating to this allegation.

(i) TFB Case No. 17D83F77, Complaint of Trevor C. Barlow. Irene M. Hewitt Lauterbach has been a long-standing client of the respondent for over 15 years and was now hospitalized in a nursing home. Respondent was approached by her friend and agent-in-fact, who desired to place approximately \$15,000.00 of her funds in some type of investment, so that the nursing home would not be able to garnish these funds. The agent, Trevor C. Barlow, agreed to invest in the title and investment business of University Title & Escrow Corp and receive monthly interest from the respondent. When Mr. Barlow requested \$3,000.00 back from respondent, such amount was readily refunded to him, leaving a balance due of \$12,000.00, for which interest was continually paid to him on behalf of Ms. Lauterbach. This constitutes a personal debt for which respondent remains personally liable. The last interest payment check, dated February 1, 1983, drawn on respondent's personal account, was returned due to there being insufficient funds in the account to pay such check. Respondent intends to repay this indebtedness, plus all accruing interest, as soon as able. Respondent admits no violation of the Integration Rule of The Florida Bar and Disciplinary Rules of the Code of Professional Responsibility.

(j) TFB Case No. 17D83F82, Complaint of Larry A. Siegal. Prior to April 1983, respondent represented Larry A. Siegal with respect to various legal matters, and for some matter, charged no retainer or other fees. Respondent had been moving out of his law offices at 5810 N. University Dr., Tamarac, FL, when a fire broke out in the adjacent store causing extensive smoke damage in the offices and rendering same uninhabitable. Some documents and copies belonging to complainant might have been amongst those files and records which were found to be missing from the premises, after the fire. Respondent made a reasonable and diligent search and inquiry, but no such boxes of files were ever found, and respondent was unable to make return of any such documents to complainant. Approximately four boxes of records, files

and documents were found missing from the premises, which may have been removed by firemen, the landlord or persons unknown. The premises were left open for several days thereafter. Respondent admits no guilt or violation of the Integration Rule of The Florida Bar and Disciplinary Rules of the Code of Professional Responsibility.

(k) TFB Case No 17D83F83, Complaint of Enrique Monnar. Beginning around March 1980, respondent represented Enrique Monnar, his former brother-in-law, with respect to a personal injury action and his divorce. Around May 1980, the personal injury action was settled and there was some doubt whether any funds were to be withheld from complainant to pay any settlement to his spouse in the divorce action pending. There was no agreement filed in the court files requiring the funds to be held in trust. Respondent agreed with complainant that the funds, less attorneys fees and costs, should be lent to the respondent or invested in some high-interest bearing investment, with monthly interest to be paid to Mr. Monnar, the complainant. Respondent paid the monthly interest to complainant and when demand was made by other counsel for complainant, the full payment of all funds loaned, less attorneys fees and costs, were remitted to his counsel. Mr. Monnar executed a final accounting and agreed to the disbursement and the counsel receiving the funds has requested the same balance of disbursement. After settlement of the personal injury matter, no funds were to be held in escrow, although Mr. Monnar wanted his spouse to believe there were such funds. He was receiving monthly interest checks directly from the personal funds of the respondent, and no financial loss was suffered by him, since he was paid the full balance of the funds so loaned to respondent. Respondent admits no guilt or violation of the Integration Rules of The Florida Bar and Disciplinary Rules of the Code of Professional Responsibility.

(l) TFB Case No. 17D83F90, Complaint of Meyer Raikis. On or about April 6, 1982, Meyer Raikis, gave to respondent through his company, University Title and Escrow Corporation, the sum of \$20,000.00, to be invested by respondent on behalf of Mr. Raikis. Numerous investment schemes were forwarded to Respondent by complainant, including horse racing schemes, which proved to be fraudulent. Mr. Raikis agreed to allow respondent to utilize the funds and pay monthly interest at over the normal market yield, to use these funds in the pursuit of financing respondent's offices and title insurance business and promotion. The respondent has paid monthly interest from his own funds to Mr. Raikis for over six months, and is currently liable for the principal and accrued interest. Respondent admits to no violation of the Integration Rule of The Florida Bar and Disciplinary Rules of the Code of Professional Responsibility.

(m) TFB, Case No. 17D83104, Complaint of James & Lorraine Cadem. Prior to June 1983, respondent represented James Cadem and Lorraine Cadem with respect to various legal matters. Respondent closed his law office, and before being able to remove the remainder of the file boxes, records and documents, including some personal property, there was an extensive fire and damage at the premises, and after several days, it was discovered that the premises were stripped bare and no



such boxes or files were found. Respondent notified complainants regarding the loss of their files, and since the complainants had lost a substantial amount of money in a foreclosure action, through no fault of respondent, they took their animosity out on such respondent. Respondent had reason to believe that the landlord may have removed all such boxes after the fire and refuses to return same. Respondent admits no guilt herein, and no violation of the Integration Rule of The Florida Bar and Disciplinary Rules of the Code of Professional Responsibility.

4. The guilty pleas made herein, except for the exceptions made herein, is conditioned upon respondent receiving as discipline as to these matters, a disbarment for three (3) years. The respondent feels, that in good conscious, he cannot admit guilt to those complaints which are non-meritorious and constitute no violation of the Integration Rules of The Florida Bar and Disciplinary Rules of the Code of Professional Responsibility. In no way, does respondent seek to avoid or evade his civil liability to those creditors who have made financial claims, and will endeavor to the best of his ability, to make full restitutions to all such claimants.

5. Respondent understands that he would generally be liable for any costs incurred by The Florida Bar in prosecuting disciplinary proceedings against him. Therefore, the respondent agrees to have taxed against him the costs incurred by The Florida Bar to date in the disciplinary proceedings previously listed in this plea.


6. Respondent agrees to cooperate with any Client Security Fund investigation conducted by The Florida Bar and understands that he will remain personally liable to make restitution in the above-described cases.

7. Respondent understands that this conditional guilty pleas, with the exceptions duly noted herein, are subject to approval by the Board of Governors of The Florida Bar and the Supreme Court of Florida. If such pleas are not accepted by the Board of Governors or the Supreme Court, then they shall be null and void.

8. Respondent enters such conditional guilty pleas, voluntarily, upon advise of counsel, considering it to be in his best interest and that of his clients, the public, the courts and The Florida Bar.

  
Marvin L. Lessne, Respondent

Respectfully submitted,

  
ROBERT H. ANDERSON, II  
Attorney for Respondent  
P.O. Box 39313  
Fort Lauderdale, FL 33339  
(305) 785-4732



IN THE SUPREME COURT OF FLORIDA

THE FLORIDA BAR,

Complainant,

v.

MARVIN L. LESSNE,

Respondent.

CASE NO.:

TFB CASE NOS.: 17D83F33, 17D83F45  
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AFFIDAVIT AS TO COSTS

STATE OF FLORIDA     )  
                                  )  
COUNTY OF BROWARD    )

Before me this day personally appeared Michael D. Powell, who, being duly sworn, deposes and says:

1. I, Michael D. Powell, am Bar Counsel in the above-styled cause.
2. The total costs incurred by The Florida Bar in the proceedings in the above-styled cause were as follows:

Administrative costs	
Grievance committee (5) -----	\$ 750.00
Court reporter costs -----	80.34
Photocopies -----	19.25
<u>TOTAL</u> -----	\$ 849.59

Michael D. Powell  
MICHAEL D. POWELL

Sworn to and subscribed before me this 1<sup>st</sup> day of June, 1984.

Nancy J. Reduc  
NOTARY PUBLIC  
State of Florida at Large

My commission expires: NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES NOV 3 1984  
~~BONDED TRU GENERAL INS. UNDERWRITERS~~

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing Affidavit was mailed to Marvin L. Lessne, Respondent, c/o Robert H. Anderson, Attorney for Respondent, Post Office Box 39313, Fort Lauderdale, FL 33339, by regular mail, on this 1<sup>st</sup> day of June, 1984.

Michael D. Powell  
MICHAEL D. POWELL