

65,682

IN THE SUPREME COURT OF FLORIDA

THE FLORIDA BAR,

Complainant,

v.

EDMUND A. ADAMO,

Respondent.

CONFIDENTIAL
The Florida Bar
Case No. 17B84F34

FILED

SID J. WHITE

AUG 2 1984

CLERK, SUPREME COURT.

By _____
Chief Deputy Clerk

RESPONDENT'S CONDITIONAL
GUILTY PLEA FOR CONSENT JUDGMENT

COMES NOW, Edmund A. Adamo, pursuant to Article XI, Rule 11.13 (6) Integration Rule of The Florida Bar, and hereby tenders his Consent Judgment for issuance of a Public Reprimand by the Supreme Court of Florida and suspension from the practice of law for a period of thirty (30) days and states as follows:

1. Edmund A. Adamo, hereinafter referred to as Respondent, is, and at all times hereinafter mentioned was, a member of The Florida Bar, subject to the jurisdiction and disciplinary rules of the Supreme Court of Florida.

2. Respondent agrees to accept as a disciplinary sanction, a Public Reprimand to be issued by the Supreme Court of Florida and published in the Southern Reporter in conjunction with a suspension from the practice of law in this jurisdiction for a period of thirty (30) days.

3. On or about July 1, 1983, Albert Wassberg (hereinafter referred to as "Wassberg") and his wife, Nicole Wassberg, as buyers, entered into a Deposit Receipt and Contract for Purchase and Sale (hereinafter referred to as the "contract"), with James and Joyce Parkinson (hereinafter referred to as the "Parkinsons"), as sellers.

4. The contract provided that on or before July 8, 1983 an additional deposit of Ten Thousand Dollars and No Cents (\$10,000.00) was to be made and held in an interest bearing account by Respondent.

5. The contract also provided that buyers' performance was contingent upon their obtaining mortgage financing within thirty (30) days of the date of the contract and that said financing would be diligently pursued.

6. Pursuant to the contract, on or about July 8, 1983, Wassberg gave Respondent a check (hereinafter referred to as the "check") made payable to his partner's trust account in the amount of Ten Thousand Dollars and No Cents (\$10,000.00).

7. Wassberg instructed Respondent not to deposit the check until further notice.

8. Wassberg threatened physical violence to Respondent's person, including death, if his instructions regarding deposit of the check were not obeyed.

9. Wassberg had been an ongoing client of Respondent prior to the subject transaction and Respondent believed him to be fully capable of carrying out his threats.

10. Respondent was fearful that a failure to obey Wassberg's instructions could lead to physical harm to his person and also the loss of this client's business.

11. Accordingly, Respondent never did deposit the check but retained it in his office file.

12. On or about July 15, 1983, letters rejecting his loan application were directed to Wassberg by North American Capital Corporation and EMB Financial Services, Inc.

13. Both of the aforementioned entities were at the same address and were subsidiaries of the corporation that employed Wassberg and Respondent was cognizant of these facts.

14. On or about July 29, 1983, Wassberg directed a letter to the realtor that held his initial deposit demanding return of said deposit within five (5) days of receipt of his letter.

15. Wassberg referenced in the aforementioned letter that his loan application had been denied.

16. Respondent was copied on the aforementioned letter and the body of said letter instructed Respondent to return to Wassberg all deposits held by him.

17. Respondent assisted Wassberg in the drafting of the aforementioned letter.

18. Respondent took no action to directly communicate Wassberg's demands to the attorney representing the Parkinsons although he knew they were represented by counsel in the subject transaction.

19. On or about August 5, 1983, the Parkinsons' attorney directed a letter to Respondent whereby evidence of diligent pursuit of mortgage financing was requested prior to his authorizing release of any escrowed deposit monies.

20. At the time he received the letter from the Parkinsons' attorney, Respondent had already returned the check to Wassberg since the demand time in Wassberg's July 29, 1983 letter had passed.

21. Respondent had suffered from a drug dependency and was undergoing a program of detoxification at the time the aforesaid matters occurred.

22. Respondent has successfully completed the detoxification program and would submit that his personal circumstances at the time of the aforementioned conduct should be considered as a mitigating factor.

23. Respondent compounded his errors in judgment by representing to The Florida Bar that he had completely fulfilled his escrow responsibilities when he had not, in fact, ever deposited the check.

24. A subpoena duces tecum was issued by the Chairman of the Grievance Committee investigating the Parkinsons' complaint, in order to verify that the check had been deposited.

25. After being served with the subpoena duces tecum, Respondent voluntarily advised The Florida Bar as to the true circumstances of his involvement in this matter.

26. Respondent has acknowledged to the Chairman of the Grievance Committee and its investigating member that he acted improperly in the following particulars:

- a) failing to deposit the check as called for by the contract;

- b) continuing the representation when given improper instructions by the client;
- c) releasing the check to Wassberg without authorization from the Parkinsons' attorney;
- d) failing to directly communicate with the Parkinsons' attorney regarding release of the check prior to taking such action; and
- e) assisting his client to represent that there had been a diligent search for mortgage financing when he clearly knew that the mortgage denials were questionable at best.

27. Respondent acknowledges that the foregoing course of conduct was violative of Disciplinary Rules 1-102(A) (1) , 1-102(A) (4) , 1-102(A) (6) and 7-102(B) (1) of the Code of Professional Responsibility and Article XI, Rules 11.02(2) and 11.02(3) (a) of the Integration Rule of The Florida Bar .

28. Respondent hereby stipulates that probable cause for further disciplinary proceedings exists in this matter and waives his right to a finding of probable cause by a Grievance Committee based upon a full hearing on these matters as provided by Article XI, Rule 11.04 of the Integration Rule of The Florida Bar .

29. At all times incident to The Florida Bar's investigation and processing of this matter , Respondent has been aware of his right to counsel, his right to confront his accusers , his right against self-incrimination , his right to call witnesses in his own behalf, his right to a hearing before a duly constituted grievance committee of The Florida Bar , and hereby acknowledges his knowing and voluntary waivers of same .

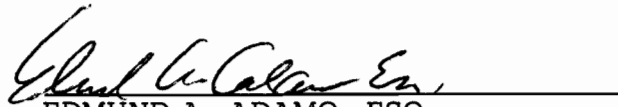
30. Respondent freely and voluntarily tenders this Consent Judgment and has chosen not to seek the advice of counsel regarding same .

This Consent Judgment will be of no force and effect if not approved by the Board of Governors of The Florida Bar and the Supreme Court of Florida .

If this Consent Judgment is approved, Respondent agrees to pay costs in the amount of Two Hundred Ten Dollars and No Cents (\$210.00) within thirty (30) days of the Supreme Court's final order approving this Consent Judgment. Respondent further agrees that the Supreme Court can publish the facts and violations relating to this Consent Judgment in any order it issues approving same.

DATED THIS 17th day of JUNE, 1984.

Respectfully submitted,



EDMUND A. ADAMO, ESQ.
Respondent
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