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IN THE SUPREME COURT OF FLORIDA

DEC 6 1984

IN RE: PETITION FOR RONALD E. FEIGIN

FILED
J. WHITE
JAN 4 1985
CLERK, SUPREME COURT
By _____
Chief Deputy Clerk

SUPREME COURT
CASE NOS. 64,030
64,969
TFB Nos. 12A82H50
12A83H03
12A83H49
HRS85001

PETITION TO RESIGN
WITHOUT LEAVE TO APPLY FOR READMISSION

Pursuant to Florida Bar Integration Rule, article XI, Rule 11.08, Ronald E. Feigin, a member of The Florida Bar, files this Petition to Resign Without Leave to Apply for Readmission and says:

1. Petitioner is 53 years old and has been a member of The Florida Bar since November 9, 1957.

2. The ~~_____~~ ^{ALLEGATIONS REZ} of the above-pending disciplinary action against petitioner is as follows:

a. Respondent was retained to represent ~~_____~~ ^{CLIENTS REZ} in the sale of their home. The ~~_____~~ ^{CLIENTS REZ} had a first mortgage which was a long-term, amortized mortgage with a balance at closing of \$40,263.84, and a second balloon mortgage, due and payable on closing with a balance of \$39,840.49.

b. On the date of closing, October 30, 1981, respondent received checks in the amount of \$40,263.84 and \$39,840.49 to pay off both the first and second mortgage. Respondent paid the balance of the balloon mortgage but deposited the \$40,263.84 in his trust account.

c. Rather than pay off the long-term mortgage, respondent began to make the monthly payment of \$396.12 to Barnett Bank from his trust account. Respondent fell behind in a payment and Barnett sent an overdue notice to the ~~_____~~ ^{CLIENTS REZ}. They contacted respondent, who on February 3, 1982, paid the mortgage balance.

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d. On or about July 7, 1981, respondent received a \$11,250.00 deposit from the buyers of the ~~_____~~ property, referred above. Respondent thereafter issued checks to himself against the ~~_____~~ funds in the amount of \$11,140.00. The sum of \$11,140.00 was entered in the ~~_____~~ ledger card, out of sequence, as "loan - Feigin," and dated July 3, 1981. *CLIENTS' REF M*

e. In March, 1980, respondent approached Mr. and Mrs. Edwin Menchinger, former clients, for a \$35,000.00 loan.

The Menchingers agreed to loan respondent the money, and on March 19, 1980, respondent executed a promissory note in the amount of \$35,000.00 plus interest. ~~_____~~ *REF M*

~~_____~~

~~_____~~

f. On October 20, 1981, after failing to repay any of the amount to the Menchingers, respondent executed a new promissory note, with substantially the same terms as the March, 1980 note, with monthly interest payments. ~~_____~~ *M*
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~~_____~~ Again, respondent failed to make payments to the Menchingers.

g. In August, 1982, Mr. and Mrs. Menchinger retained an attorney to file suit against respondent to collect the money owed. On January 3, 1983, the Menchingers were awarded a default judgment against respondent in the amount of \$43,172.00.

h. Early in 1980, respondent contracted with Mr. Gene Benson, a retired builder and adjoining landowner, to do extensive remodelling on a house owned by respondent on the adjacent lot. At the time, respondent resided at The Anchorage, number 711, a yacht and tennis club in Sarasota. He tentatively planned to sell the condominium and move to the house when the renovation was completed.

i. In May, 1980, respondent approached Mr. Benson for a \$15,000.00 loan, stating that he had a client who was a builder or contractor in need of the money for one year. Respondent assured Mr. Benson that he would personally co-sign the note, stating, "I'm an attorney and I'm responsible for it." He further assured him, on several occasions, that if the loan was not paid within one year, Mr. Benson would be reimbursed from the proceeds of the sale of respondent's condominium at The Anchorage. [REDACTED]

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j. On May 6, 1980, respondent presented a promissory note in return for Mr. Benson's \$15,000.00 cashier's check. The note was signed only by respondent.

k. In September, 1980, on a Thursday or Friday evening, respondent again approached Mr. Benson for a loan. This time, respondent told him that a client's check had bounced and he needed \$5,000.00 until the following Monday to cover the amount. Mr. Benson depleted two or three checking accounts and loaned respondent an additional \$5,000.00. A few days later, respondent informed Benson that "he did not recover the \$5,000.00 from his client," and instead of returning the money, executed another promissory note. This note was dated September 5, 1980, and was due sixty (60) days from written demand, at 18% interest.

l. Respondent failed to pay either of the notes to Mr. Benson when they came due. In response to Benson's demands for his money, respondent continuously put him off by promising to pay when he sold his condominium at The Anchorage.

m. After repeated attempts to collect the monies owed him, Mr. Benson retained an attorney to represent him. Some time thereafter, respondent paid Mr. Benson approximately \$10,000.00

and gave him a mortgage note in the amount of \$16,512.14, dated March 24, 1982. This note contained a clause wherein respondent promised to secure the loan within fifteen (15) days with either a mortgage on real property or a collateral pledge agreement. Respondent did not so secure the note.

n. When respondent sold his condominium, number 711 at The Anchorage, in the fall of 1981, there were no cash proceeds from the sale. Respondent stated that he borrowed the money from Mr. Benson for living expenses.

o. In November, 1980, respondent approached a client, Jetco, Incorporated, a Sarasota corporation and requested a \$20,000.00 loan. Edwin Danzig, owner of Jetco and a business associate, John McCall, agreed to the loan. Respondent arranged for a \$20,000.00 loan from Ellis Bank to Jetco, Incorporated, secured by Jetco's apartment, number 211, at The Anchorage in Sarasota. The terms of the loan called for payment at the end of one year.

p. Respondent drafted all the loan papers and handled the loan transaction with Ellis exclusively. He also signed the loan as guarantor. All of the proceeds of the loan went to respondent. ~~_____~~

~~_____~~. Jetco did not request collateral from respondent because he was an attorney. Furthermore, respondent assured Edwin Danzig that the loan would be repaid when respondent sold his own residence, apartment 711, also located at The Anchorage in Sarasota.

q. Respondent failed to repay any of the loan, and instead, applied for a one-year extension. On November 24, 1981, respondent signed a promissory note in the amount of \$21,963.00, at a rate of 2% above the prime interest rate, again to be paid within one year. At the end of the second year, when respondent

again failed to repay the loan, Edwin filed suit on the promissory note and obtained a default judgment against respondent. At the time of the grievance committee hearing on July 20, 1983, the Jetco apartment at The Anchorage was undergoing foreclosure by Ellis Bank on the \$20,000.00 loan to Jetco.

r. When respondent sold his Anchorage condominium, it was encumbered with "two or three" mortgages. There were no cash proceeds from the sale. At the closing, in lieu of cash, respondent took back a second mortgage in the amount of \$30,000.00. On October 6, 1981, he pledged his second mortgage agreement to Kalin Financial, Incorporated, as collateral security for a \$20,000.00 loan. ~~_____~~
~~_____~~

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s. Respondent failed to repay any of the money owed to Kalin Financial, Incorporated. A Final Judgment of Foreclosure was awarded to Kalin Financial, Incorporated on the assigned collateral security on February 17, 1983, in the amount of \$26,028.15.

t. As a result of money borrowed from Mr. Benson, Mr. and Mrs. Menchinger and his client, Jetco, Incorporated, respondent incurred approximately \$90,000.00 in judgments. These loans were solicited to finance respondent's living expenses. Respondent stated that he borrowed from Kalin Financial Incorporated "possibly" to cover trust account shortages. For almost two and one-half years, respondent lived on money borrowed from others. As of the date of this Petition, respondent has failed to pay on any of these judgments.

3. The following cases are pending against petitioner:

12A84H39 Complainant: Joyce Hammond Performance/Neglect

Probable Cause found on October 17, 1984 for violation of DR 9-102 (B) (4) (failure to deliver to the client promptly property that the client is entitled to receive).

12A84H71 Complainant: Keven Rule Performance/Neglect

Assigned to Grievance Committee October 3, 1984.

4. Petitioner has been suspended from the practice of law since October 1, 1983 for non-payment of dues.

5. Petitioner's Motion to Maintain Confidentiality was denied by Order of the referee on November 2, 1984.

6. Petitioner agrees to cooperate fully with any investigations made in connection with the Client Security Fund of The Florida Bar: ~~_____~~

~~_____~~
~~_____~~

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7. Petitioner freely and voluntarily submits this Petition to Resign without Leave to Apply for Readmission.

WHEREFORE, Petitioner Ronald E. Feigin requests:

1. That Petitioner be granted leave to resign permanently from The Florida Bar.

2. That Petitioner be assessed the following costs incurred by The Florida Bar, in prosecuting the pending disciplinary case against him:

Case No. 64,030 (12A82H50)

Grievance Committee Level	
Administrative Costs	150.00
Court Reporter Costs	46.00
Referee Level	
Administrative Costs	150.00
Court Reporter Costs (11/16/84)	50.00

Case No. 64,969 (12A83H09 and 12A83H49)

Grievance Committee Level	
Administrative Costs (2 Counts)	300.00
Court Reporter Costs (7/20/83)	303.63
Referee Level	
Administrative Costs	150.00
Court Reporter Costs (11/15/84)	42.50
Investigative Costs (all cases)	
54.1 hours at 14.00 per hour	757.40
190 miles at .26 per mile	49.40
Certified copies	20.00
Auditor's Costs (64,969)	
69 6/10 hours	1,299.12
Travel Expenses	531.40
Hearing (11/16/84)	150.68
Bar Counsel Travel Costs (11/15-16/84)	<u>81.63</u>
Total Costs to Date	4,081.76

3. That Petitioner be required to furnish the Clerk of this Court with a copy to Staff Counsel of The Florida Bar, an inventory of any pending files, and a status report on each file.

4. That Petitioner be required to furnish within thirty (30) days of this Court's Order, a copy of this Court's Order granting his leave to resign permanently to all of his clients with pending cases, as well as an affidavit to Staff Counsel of The Florida Bar listing those clients to whom a copy was furnished.

Respectfully submitted,



DENNIS SILVER
Counsel for Petitioner
2477 Stickney Point Road
Sarasota, Florida 33581

Approved:

By: Ronald E. Feigin
RONALD E. FEIGIN
Petitioner

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Petition to Resign without Leave to Apply for Readmission has been furnished to Diane Victor Kuenzel, Bar Counsel, at The Florida Bar, Suite C-49 Tampa Airport Marriott Hotel, Tampa, Florida 33607, by regular U.S. Mail, on this 5th day of DECEMBER, 1984.


DENNIS SILVER