

Supreme Court of Florida

COPY

Nos. 75,686 and 77,594

THE FLORIDA BAR,
Complainant,

vs.

LOUIS S. ST. LAURENT,
Respondent.

[April 8, 1993]

PER CURIAM.

The Florida Bar seeks review of the referee's recommended discipline in this matter. We have jurisdiction. Art. V, § 15, Fla. Const.

The charges at issue in this case stem from Louis St. Laurent's involvement in south Florida's real estate market. St.

Laurent served as Chief Assistant State Attorney for the Twentieth Judicial Circuit from 1969 to 1980. In 1980, St. Laurent resigned from the **state** attorney's office to serve as president, **director**, and sole shareholder of Can Am Investments, Inc. Can Am was the developer and marketing agent for the Topsider Resort Condominium Association, Inc., a time-share condominium in the Florida **Keys**. During his tenure with Can Am, St. Laurent was not engaged in the actual practice of law. However, he was a member of The Florida Bar and, therefore, subject to the rules regulating the Bar. The Fla. Bar v. Della-Donna, 583 So. 2d 307, 310 (Fla. 1989); The Fla. Bar v. Bennett, 276 So. 2d 481, 484 (Fla. 1973).

The Bar filed two complaints against St. Laurent alleging fraud in the way Topsider's time-share units were sold and **the** way **the** warranty **deeds** were executed and delivered.

The first complaint alleged that St. Laurent had prepared and executed warranty deeds to purchasers of time-share units which represented that the purchasers were receiving free and clear title to their units. In fact, there was a cloud on their title, First Federal's mortgage. The complaint also alleges that St. Laurent misdirected and converted to his own use those funds received from purchasers which should have been used to satisfy **the** underlying **mortgage**.

The second complaint alleges that St. Laurent **executed** a warranty deed to Raymond and Ann Martin which purported to convey clear and free title to a time-share **unit** when, in actuality, the

property was encumbered by a mortgage. Also, St. Laurent misdirected and converted cash **sale proceeds** with regard to the Martin's purchase, **in** that **said** funds were not used to satisfy **the** underlying **mortgage on** the unit. Finally, St. Laurent **misdirected** and converted funds which should **have been held in escrow.**

The complaints charged that St. Laurent's actions violated Disciplinary Rules 1-102(A)(4)(conduct involving dishonesty, **fraud, deceit, or** misrepresentation) and 1-102(A)(6)(conduct which adversely reflects on fitness to practice law) **of the former Code of Professional Responsibility and article XI, rule 11.02(3)(a) of the former Integration Rule of The Florida Bar (commission of an act contrary to honesty, justice, or good morals).** Pursuant to a motion by **the** Bar, the complaints were consolidated. In January 1992, St. Laurent pled no contest to **the** allegations in the complaint. The no-contest plea was **treated as an unconditional guilty plea.** A final hearing before the referee was held in April 1992 to **determine the appropriate discipline.**

In **his** report, the **referee** found that **no** aggravating **circumstances** existed and that **there** was substantial mitigation. The referee recommended that St. Laurent **be** given a public reprimand and a forty-five-day suspension followed by twenty-four months' probation with the special condition that he **pay** restitution to an injured party. **The referee also recommended** that St. Laurent pay \$14,932.89 in costs. **The Bar** appealed.

The Bar first claims that the **referee's** findings **regarding which rules St. Laurent** violated do not coincide with the violations charged in **the** complaint. We agree that the **referee's report is unclear regarding which** disciplinary rules **St. Laurent** violated. In light of St. Laurent's unconditional guilty plea to **the violations alleged** in the Bar's complaints, and to clear up any uncertainty, we find that **St. Laurent** is guilty of the violations **charged by the Bar,**

Next, the Bar argues that **St. Laurent's** conduct warrants **disbarment.** In recommending only a forty-five-day suspension, the referee felt that, while St. Laurent **was** legally responsible for the sale of time-shares, he did not knowingly intend to defraud the **purchasers.** The record reflects that **St. Laurent did not prepare the warranty deeds or personally close** transactions. In fact, he rarely, if **ever, even met** with the purchasers of the time-share units. St. Laurent delegated these duties to other employees of Can Am who **were** "experienced" in **the** real estate business. **When** he signed **the deeds as trustee, he** assumed **the lots** were going to be released **from the mortgage.** While this **assumption was** incorrect, it is apparent that it **was** an "honest mistake,"

In mitigation, **the** referee **found that** St. Laurent had no previous disciplinary record and that St. Laurent had suffered a series of severe personal and emotional setbacks during the time period **involved,** Also, St. Laurent's reputation is **one of** honesty and integrity, St. Laurent had shown remorse by paying

restitution to the only party injured, and St. Laurent had no experience in **real** estate law. Finally, the **referee** found that St. Laurent **had lived** under **the cloud** of **these** proceedings for four years and had previously been adversely impacted by the delay in the investigation and handling of this matter by the Bar. The referee's findings are supported by the record and, in light of **those** findings, we feel that **disbarment** is not warranted in this **case**. However, the violations to which St. Laurent pled guilty are serious. A ninety-one-day suspension is appropriate.¹

Finally, the Bar argues that St. Laurent was responsible for \$36,091.59 in costs of investigation **and** prosecution of this matter. The referee expressed great concern with this amount and found it unreasonable. The Bar **expended \$21,158.70** for the reproduction of bank records. However, the Bar never **attempted to request** these items directly from St. Laurent and the bank **records** were of little relevance to the complaint. Therefore, the **referee** disallowed the Bar's request for reimbursement of bank records and recommended **that St. Laurent pay \$14,932.89 in costs**.

The matter of casts is within the discretion of the referee and should **not** be reversed absent an abuse of discretion. The Fla. Bar v. Carr, 574 So. 2d 59 (Fla. 1990). **In this case,**

¹ Any suspension in **excess** of ninety days shall require proof of rehabilitation and may require passage of all or part of the bar examination as a prerequisite to readmission. Rule 3-5.1(e), Rules Regulating **The Florida Bar**.

the record supports the referee's assessment. There was no abuse.

Accordingly, we suspend **St.** Laurent from the practice of **law** for a period of ninety-one days. The suspension will be effective thirty days from the filing of this opinion so that **St.** Laurent can take steps to protect the interests of his existing clients. If **St.** Laurent notifies **this Court in writing that he** is no longer practicing and does not need **the** thirty days to protect existing **clients**, this Court will enter an order making the suspension effective immediately. **St.** Laurent shall accept no new business **from the date this** opinion is filed until his suspension is completed. Following **his** suspension, **St.** Laurent **will** be placed on probation for two years with **the** special condition that he pay restitution to **the** Martin family in the amount of **\$4,000.**² Costs in the amount of \$14,932.89 are hereby assessed against **St.** Laurent, for which sum let execution issue.

It is so ordered.

BARKETT, C.J., and OVERTON, McDONALD, SHAW, GRIMES, KOGAN and HARDING, JJ., concur.

THE FILING OF A MOTION FOR REHEARING SHALL NOT ALTER THE EFFECTIVE DATE OF THIS SUSPENSION.

² **St.** Laurent previously offered to pay this restitution, but **the** record is unclear regarding whether payment has actually been tendered.

Two Cases Consolidated

Original Proceeding - The Florida Bar

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