IN THE SUPREME COURT OF FLORIDA

THE FLORIDA BAR,	)	
	)	
Petitioner-Appellant,	)	**Supreme Court**
	)	**No. 94,099**
v.	)	
	)	**The Florida Bar File**
DOMENIC LEONARD GROSSO,	)	**No. 98-50,994(15F)**
	)	
Respondent-Appellee.	)	
_____	)	

RESPONDENT-APPELLEE'S ANSWER BRIEF

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CERTIFICATION AS TO FONT SIZE AND STYLE

Pursuant to this court's Administrative Order In Re: Brief Filed in the Supreme Court of Florida, the undersigned counsel hereby certifies that this brief is produced in a font that is 14 point proportionately spaced Times New Roman style.

STATEMENT OF THE CASE AND FACTS

Case

The bar's complaint was filed on October 3, 1998. The referee conducted the final hearing on February 25, 1999, March 18, 1999, and April 12, 1999. At the hearing on February 25, 1999, the referee stated, "Based on the evidence presented today, I'm not clearly convinced you violated any of the rules. I'll keep the case pending, keep jurisdiction of the subject matter and the respondent unless and until he either returns or doesn't return that other rifle. If you don't return it, I'm going to find you guilty. Any complaint you might have about the condition or about something else, I don't think we have jurisdiction to make him pay for damage done to the guns. You have to go to small claims court or something. That's all." [2/25/99 hearing transcript, page 44, lines 11-20]. Additionally, the referee stated, "In this case it looks to me like Mr. Grosso did him a favor, not a formal escrow or entrustment of property. Just an agreement, look, you don't know what to do with the guns, I'll hold them. I'm not too sure that was part of his scope of his employment or his duties as an attorney. It looks to me from the correspondence these guys turned out to be pretty good friends for a while. I'm concerned about that." [2/25/99 hearing transcript, page 38, lines 1-8] The referee issued his report dated May 15, 1999, finding respondent guilty of two rule violations: R. Regulating Fla. Bar 4-1.15(a) and 4-1.15(b), which appears contrary to the evidence presented by the Bar in its Initial Brief. The referee recommended that respondent be suspended for a period of fifteen days.

FACTS

Respondent undertook representation of Michael Cusick in a dissolution of marriage case. In addition, Mr. Cusick was also charged with domestic violence in the criminal court. Mr. Cusick entered a plea of no contest on October 2, 1996, with all the terms and conditions, and was placed on one-year probation to complete all the terms and conditions.

As a condition of his probation, Mr. Cusick had to give up physical possession of his firearms during the term of his probation. One of the special conditions of probation is one shall not own or possess firearms. [2/25/99 hearing transcript page 9].

There is no issue as to respondent's representation of Mr. Cusick reference the domestic case nor the domestic battery case.[2/25/99 hearing transcript page 26]

Court: "Did he represent you in the divorce?"

Witness: "Yes he did."

Court: "Did you have a dispute with him either about the quality of his representation or about the fees that he charged?"

Witness: "I did not have a dispute with Mr. Grosso."

Court: "Did you have a dispute with him about any other elements of his representation except the firearms?"

Witness: "No."

During the course of the plea conference scheduled on October 2, 1996, the issue came up as to the terms and conditions of probation. One of the conditions being that one is not to possess or own firearms during the term of probation. Mr. Cusick advised the court that he had a substantial amount of weapons. A conference was held between Respondent and Mr. Cusick, wherein I volunteered to take receipt of the weapons and hold them until the conclusion of Mr. Cusick's probation. The court and state attorney's office approved of such arrangement. [See paragraph 6 and 7 of the Bar's complaint, admitted in paragraph 1 of respondent's answer.] In addition, in Exhibit A of the Bar's complaint it stated in a letter to Judge Barry Cohen, I advised I would take receipt of the weapons, which I have done. I advised the court that I would follow up our soliloquy with a letter, with a copy to the assistant state attorney, Lisa Hanson. My representation of Mr. Cusick ceased at the end of the plea conference on October 2, 1996.

Mr. Cusick's probation ended on or about October 7, 1997. Prior to that time, Mr. Cusick had attempted to terminate his probation, on his own, representing himself, and that was denied. [See Response 3, subparagraph 3 of Respondent's Answer to Bar Complaint].

Mr. Cusick's probation terminated during the regular course of the original plea, and he contacted respondent by phone advising that probation had been completed.

Respondent contacted Mr. Cusick by correspondence advising him that a letter

from probation confirming that all terms and conditions had been met be provided to respondent. Mr. Cusick, after contact with probation, provided respondent with a letter confirming that all terms and conditions of the plea had been met.[page 2 of Bar's composite Exhibit C in evidence].

Mr. Cusick contacted Respondent's home, left a phone message on his answering machine, prior to October 15, 1997, requesting the return of his weapons. The following day Mr. Cusick contacted Respondent's residence again and spoke with the Respondent's son, who advised Mr. Cusick that Respondent was out of town. Mr. Cusick again left a message the following day indicating that he would like the weapons returned, and the reason Respondent was not returning his phone calls was the fact that he had sold the weapons. [See Response 3, subparagraph 4 of Respondent's Answer to Bar Complaint].

On or about October 15, 1997 arrangements were made between Respondent and Mr. Cusick, where he came to the Respondent's residence, and since the initial delivery of the weapons, they were initially placed in Respondent's garage, they had been since moved and placed in one of the bedrooms in the house, which was air conditioned and secured. A total of 28 items out of the 31 were returned. [See Response 3, subparagraph 5 of Respondent's Answer to Bar Complaint]. One weapon was given to respondent as payment for storing said weapons. [2/25/99 hearing transcript, page 14, line 19-20.]

After said meeting with Mr. Cusick, a letter was sent to him acknowledging return

of the weapons [See Bar Exhibit D in evidence] and verifying that two weapons were not located, and advising that the condition of the other items were dirty and dusty.

After said date, Mr. Cusick continued to call Respondent, both at his office and at his home, asking where were the two weapons. Correspondence was sent to Mr. Cusick [Bar Exhibit F in evidence]. To be quite candid with the court, it was becoming frustrating receiving call after call after call when Mr. Cusick was advised that when the weapons were located, they would be returned.

Respondent received a letter dated sometime in early November as to the missing two weapons. Mr. Cusick came by the Respondent's office on November 6th asking if Respondent had located the weapons and Mr. Cusick was advised accordingly, they had still not been located. [see Bar Exhibit H in evidence].

As to another weapon that was returned by the Respondent to Mr. Cusick, a 9 mm Carbine, Mr. Cusick claimed the weapon had a missing bolt handle. Respondent advised if it was located, it would be returned.

Respondent had been contacted by Susan Zemankiewitz of the Florida Bar reference her contact with Michael Cusick, advising that he wanted to be paid for the weapons. Arrangements were made with Mr. Cusick, as stated in the Bar's fact pattern, paragraph 15 of the Bar's complaint. "On or about August 6th a letter was sent to Mr. Cusick along with a check in the amount of $259.00. An additional $6.00 was added,

because Mr. Cusick advised it was in a pouch, so a total of $265.00 was sent to Mr. Cusick. [Respondent Exhibit 1 for identification].

Mr. Cusick stopped by Respondent's office and returned the check indicating that he wanted to be paid sales tax in reference to the weapon. Respondent took Mr. Cusick next door and cashed a check and gave him cash for the tax, for which Mr. Cusick gave him a receipt.

Reference the bolt handle for the 9 mm carbine, all during this time, Respondent had inquired of Mr. Cusick what it would cost to repair the weapon that he claimed was irreplaceable. Mr. Cusick advised that he had a friend named Ken who could repair it, and it would cost less than $100.00. That was never resolved in the sense that Mr. Cusick never got back with Respondent in reference to that repair.

Respondent advised Mr. Cusick he was welcome to come to his house and search for the weapon he claimed was initially left. There was a weapon that was located in a cardboard box, which I advised Mr. Cusick to check to see if it was his weapon. Unfortunately, the weapon belonged to a former roommate of Respondent, and was not Mr. Cusick's missing weapon. [see Bar's Exhibit F in evidence].

In addition, Mr. Cusick had expressed to Respondent that he didn't feel comfortable coming to his home, and the only way he would come to his home is if he had a police officer present. Mr. Cusick advised that was based on advice Respondent

had given him when he was going through his divorce, going to pick up items at his own home. Respondent advised Mr. Cusick there was no reason for a police officer to be present for him to check the items out.

Sometime in March, a hearing was set as to the prior hearings. They were set at a specific time, but due to the referee's calendar we were not called. I believe the first hearing was approximately an hour and a half after the time it was set. At the March 18th hearing, we were advised that our case would be called upon conclusion of the Referee's trial calendar. There was well over an hour delay, and Respondent went downstairs to get something out of his vehicle, then proceeded to the rest room, and then came into the court, and was advised the Bailiff had been sent to find him. [Respondent's Exhibit 1 attached].

As to the missing carbine, what was located in the box was not Mr. Cusick's weapon. Respondent had discussed this matter with Mr. Cusick. He arrived at Respondent's residence, had brought the Palm Beach Sheriff's Office, who indicated this was a civil matter, not a criminal matter, and they were dispatched. Mr. Cusick then attempted to locate the weapon again with me. It was not located.

In reference to the missing 45 carbine, Mr. Cusick was paid in full $600.00 plus the sales tax he requested, for a total of $636.00, as acknowledged and introduced into evidence as Bar's Exhibit L for identification.

In addition, Mr. Cusick received as payment a Mack-90 Sporter, also known as an AK-47 on April 10, 1999. [Respondent's Exhibit 2 attached].

SUMMARY OF ARGUMENT

This case does not involve the misuse of property (a firearms collection). I understand that it is the Bar's position that a misuse of property entrusted to an attorney for a specific purpose carries with it the same consequences as would occur had the subject of the specific entrustment been funds.

In his report, the referee states [2/25/99 hearing transcript, page 39, lines 1-8]:

The Court: "Alright, it is my feeling that there is more to your relationship with Mr. Grosso than these guns. That's my feeling. Is there anything else you want to tell me

about that, about the way he represented you, or can I tell you you are angry about the situation, which again I don't discount or try to minimize or make light of. Is there anything you want to tell me that was not covered by the Bar?"

Witness: "No, sir. I have no complaints about Mr. Grosso's work when I retained him as my attorney."

In addition, at the hearing held on February 25, 1999, the Referee states:

"Based on the evidence presented today, I am not clearly convinced you violated any of the rules." [2/25/99 hearing transcript, page 44, lines 11-12].

The Court further states: "Most of the cases I've served on as referee had to do with money that is entrusted by way of letters of agreement, like please hold this money in trust, deposit this in your escrow account subject to my instructions, and then, poof, the money is gone, sometimes by negligence, sometimes by stealing; that's a different situation.[2/25/99 hearing transcript, page 37, lines 19-25]

The Referee further states:

> "In this case it looks to me like Mr. Grosso did him a favor, not a formal escrow or entrustment of property. Just an agreement, look, you don't know what to do with the guns, I'll hold them. I'm not too sure that was part of his scope of his employment or his duties as an attorney. It looks to me from the correspondence these guys turned out to be pretty good friends for a while. I'm concerned about that." [2/25/99 hearing transcript, page 38, lines 1-8].

Again, it is Respondent's position that I represented Mr. Cusick in both his domestic/dissolution and domestic battery case. My representation on both matters was

without question, there was no problem. At the October 2, 1996 hearing, during the course of the plea soliloquy, the issue comes up reference weapons. Due to the fact that Mr. Cusick did not know how to respond and we discussed this, and he asked me, I said that I would take receipt of those items and hold them during the term of his probation, but it was not part of my representation of him. My representation was completed at the time he entered his plea on October 2, 1996.

Respondent disagrees with the Bar's submission that Respondent's misused property entrusted to him for a specific purpose. It was not held in my trust account, I did not receive specific instructions as to disbursement. This was a favor, a voluntary act on my part.

ARGUMENT - RESPONSE

POINT I - UPON A FINDING OF PERJURY AND/OR MISUSE OR MISAPPROPRIATION OF PROPERTY, THERE IS A PRESUMPTION OF DISBARMENT.

In reference to the perjury matter, the Florida Bar neglects to mention in their argument that the initial charges filed against the Respondent were the violation of Rule 4-1.15(a) and Rule 4-1.15(b) as stated in the Florida Bar's initial complaint, more particularly paragraphs 18 and 19. Rule 4-1.15, safekeeping of property, deals with (a) clients and third party funds to be held in trust, (b) notice of receipt of trust funds, delivery and accounting. That is the basis for The Florida Bar's complaint.

The Florida Bar then attempts to add a finding of perjury in citing The Florida Bar v. O'Malley 534 So.2d 1159 (Fla. 1988), to add to the punishment, which is not part of the initial complaint. They attempt to say that perjury should be a factor for the Court to consider.

In reference to the perjury matter that they bring up in their argument, Respondent would cite The Florida Bar v. Louis Vernell, Jr. 1121 So.2d 705 (Fla. 1998), which states that "In a disciplinary proceeding, attorney has due process right to know the charges he or she faces before proceedings commence." In addition, it goes on to say, "The absence of fair notice as to the reach of the procedure deprives the attorney of due process, which matters may be only prosecuted after notice and due process concerns are met, such as a new proceeding." Wherein the court rejected the Referee's recommendation to finding Vernell guilty of perjury when it was not initially charged.

In addition, The Florida Bar v. William U. Price, 478 So.2d 812 (Fla. 1985), due process precluded finding of perjury on part of attorney in disciplinary proceeding where offense was not charged in complaint. Wherein the court accepted the Referee's factual findings, except regarding commission of perjury for due process reasons.

The issue before the Court is not the perjury. Respondent tried to explain, and The Bar in turn filed a Motion to Strike, which I find unusual in the sense that we are trying to get to the truth here. The issue as stated by Point I, is misuse or misappropriation of

property.

Misuse of Client Property

The referee found that respondent had violated R. Regulating Fla. Bar 4-1.15(a) and 4-1.15(b) as a result of respondent's failure to properly safeguard his client's property, and as a result of his failure promptly to return all items held in trust for his client [Report of Referee, pages 8 and 9]. The Florida Bar further goes on to state that the Court has repeatedly and consistently held that misuse of client's funds is among the most serious infractions a lawyer can commit. The Florida Bar v. Dubow, 636 So.2d 1287 (Fla. 1994), The Florida Bar v. MacMillan, 600 So.2d 457 (Fla. 1992), The Florida Bar v. Farbstein, 570 So.2d 933 (Fla. 1990), and The Florida Bar v. Breed, 378 So2d 783 (Fla. 1979).

The Florida Bar v. Dubow, 636 So2d 1287 (Fla. 1994) deals with trust account violations, commingling, which is not apropos in the case at bar. The Florida Bar v. MacMillan, 600 So2d 457 (Fla. 1992) deals with alleged misconduct relating to duties as guardian of property in reference to an estate, where MacMillan was in fact the guardian of property for a minor, received from his father's estate. The Florida Bar vs. Farbstein, 570 So.2d 933 (Fla. 1990) deals with a misappropriation of client's funds and failure to comply with trust account procedures. Last but not least, The Florida Bar v. Breed, 378 So.2d 783 (Fla. 1979) deals with check kiting scheme, Breed's failure to keep

adequate records or reconcile escrow accounts and commingling of funds. None of these cases refer to the case at bar. There was no trust account violation and no commingling of funds.

Respondent finds of great interest the fact that in The Florida Bar's reference to the Referee's findings, the Florida Bar neglects to mention that the Referee had stated at the hearing held on February 25, 1999: "Alright. It is my feeling that there is more to your relationship with Mr. Grosso than these guns. That's my feeling." [2/25/99 hearing transcript, page 27, line 25, page 28, lines 1 and 2].

The Referee goes on to state: "Most of the cases I have served on as referee had to do with money that has been entrusted by way of letters of agreement, like please hold this money in trust, deposit this in your escrow account subject to my instructions, and then, poof, the money is gone, sometimes by negligence, sometimes by stealing, that's a different situation." [2/25/99 hearing transcript, page 37, line 19-25].

The Referee further goes on to state, "In this case it looks to me like Mr. Grosso did a favor, not a formal escrow or entrustment of property. Just an agreement, look, you don't know what to do with the guns, I'll hold them. I'm not too sure that was part of his scope of his employment or his duties as an attorney. It looks to me from the correspondence these guys turned out to be pretty good friends for a while. I'm concerned about that." [2/25/99 hearing transcript, page 38, line 1-8].

The Referee further states, "Mr. Barnovitz, I don't see a distinction for the reasons I stated between entrustment of money and entrustment of other types of property for the reasons I've already stated." "I'm not talking about property or money, I'm talking about the circumstances under which the firearms were delivered to Mr. Grosso."[2/25/99 hearing transcript, page 38, lines 14-20]

It is the Respondent's position as indicated from the record of the initial hearing that he was not representing Mr. Cusick, that based on the circumstances that occurred at the plea conference, Respondent volunteered during the course of the plea soliloquy, as a favor to Mr. Cusick, to hold said weapons until completion of the term of probation.

In furtherance of the Respondent's position, more particularly Exhibit A of the Bar's Complaint where it states in a letter to Judge Cohen, "When the plea was entered I would take receipt of the weapons, which I have done. I will return these weapons to Mr. Cusick when the terms and conditions of his probation have been met."

Again, in furtherance of the Respondent's position [see response 3, subparagraph 3 of the Respondent's answer to the Bar complaint], Mr. Cusick took it upon himself to terminate his probation, which was denied.

R. Regulating Florida Bar 4-1.15(a) makes specific reference to "funds and property". The same is true with respect to Rule 4-1.15(b). Rule 5-1.1 entitled "Nature

of Money or Property Entrusted to Attorney" makes no distinction.

The Bar submits that although the axiom cited makes reference to funds, the court would include an equally serious offense, the misuse of client property other than funds. The Florida Bar cites The Florida Bar v. MacMillan, 600 So.2d 457 (Fla. 1992) appears to be the only published opinion dealing directly with the Respondent's misuse of client property as distinguished from client funds.

The reason the Florida Bar has found only one case dealing with property is because there are no other cases. In this particular situation, it is Respondent's position he was not representing Mr. Cusick. In The Florida Bar vs. MacMillan, the alleged misconduct relating to his duties as guardian of the property. The distinction with the MacMillan case indicates at bar that in MacMillan, MacMillan was the guardian of property which a minor received from his deceased father's estate. As the guardian, he received items of jewelry in his official fiduciary capacity, and returned three pieces out of the six pieces of the jewelry, and he was to hold said items until the age of majority of the minor. There is a fiduciary duty here and a legal duty in reference to Mr. MacMillan. In addition, that case stands for the axiom that "The Supreme Court has concluded from reweighing evidence and substituting its judgment for that of the referee." In the case at bar, the Referee states, "In this case it looks to me like Mr. Grosso did a favor, not a formal escrow or entrustment of property. " [2/25/99 hearing transcript, page 38, lines 1-

2]

The Florida Bar cites The Florida Bar v. Weiss, 586 So.2d 1051 (Fla. 1991), where the court imposed a six-month suspension for negligent misuse of client funds. The Weiss case goes on and states that, "The Bar has the burden of proving by clear and convincing evidence that the attorney is guilty." At the hearing held on February 25, 1999, the Referee states: "Based on the evidence presented today, I'm not clearly convinced you violated any of the Rules." [2/25/99 hearing transcript, page 44, line 11].

The Florida Bar in addition cites The Florida Bar v. McClure, 575 So.2d 176 (Fla. 1991) dealing with mismanagement and withholding of funds from estates represented by the attorney. Again this case deals with withholding of funds from an estate represented by the attorney. The Florida Bar further goes on to cite, "Although restitution has been made, it makes little difference to the beneficiaries whether money was withheld from estates intentionally or through negligence." The Respondent's position is that funds were not withheld, and that the Respondent was not representing Mr. Cusick.

POINT II - THE REFEREE'S SANCTION RECOMMENDATION IS TOO LENIENT AND INCONSISTENT WITH THE FINDINGS OF FACT, ANALYSIS OF LAW AND AGGRAVATING FACTORS RECITED IN HIS REPORT.

The Florida Bar states the Referee's recommendation of a 15 day suspension is inconsistent with his own findings and precedent cited by him in the Report of the

Referee.

In the case previously cited by The Florida Bar, The Florida Bar v. Hugh MacMillan, 600 So.2d 457, they state, "The Supreme Court is precluded from reweighing evidence and submitting its judgment for that of the Referee."

Mitigation

In mitigation, I find that respondent made an attempt to make restitution [Report of referee, Article IV, page 10]. Respondent's position is that restitution has been made in full.

Aggravation

The Respondent's position is that he did not have an attorney/client relationship with Mr. Cusick after the plea conference, that he did attempt to restore Mr. Cusick, subject to Mr. Cusick's wants and needs, the best he could. Mr. Cusick expressed no disfavor in reference to his representation as to the domestic battery case nor the dissolution of marriage case. In furtherance of Respondent's position, Mr. Cusick received more than what items were misplaced, in addition to the restoration or repair of certain items, in which he initially wanted a small amount and received about four times that amount.

POINT III - A CAUTION BY THE COURT REGARDING THE CONSEQUENCES OF AN ATTORNEY'S MISUSE OR MISAPPROPRIATION

OF PROPERTY AS DISTINGUISHED FROM FUNDS WOULD BENEFIT THE PUBLIC AND THE BAR.

The Bar is hereby requesting that the court consider the issuance [in its opinion and order herein] of a caution to the public and the bar that the same consequences result from the misuse of property as from the misuse of funds. The Florida Bar cites The Florida Bar v. Fitzgerald, 541 So.2d 602 (Fla. 1989). Respondent's position is that case stands for the proposition that "misappropriating trust funds and betraying the interest of a client who was a partner in the purchase of real estate held in trust compelled disbarment but not enhanced disbarment, where the attorney changed his lifestyles and practices." Respondent doesn't argue with that fact in this particular case, that misappropriating trust funds and betraying the interest of client violate prohibitations against acts contrary to honesty, justice, and good morals, involve dishonesty or fraud and moral turpitude, adversely affect on fitness to practice law, prejudice or damage client, violate requirement to hold entrusted money in trust and violate prohibitation against felony or misdemeanor against the circumvention of disciplinary rule. None of these facts in this particular case are at issue here.

CONCLUSION - MISUSE BY AN ATTORNEY OF PROPERTY ENTRUSTED TO HIM FOR A SPECIFIC PURPOSE COUPLED WITH FALSE TESTIMONY TO A REFEREE AND AN EXTENSIVE DISCIPLINE HISTORY SHOULD RESULT IN A SANCTION OF AT LEAST A 91-DAY SUSPENSION.

The Florida Bar goes into perjury, which was not an initial charge, as cited in The

Florida Bar v. William Price, 478 So.2d 812 (Fla. 1985), "the respondent has a right to know the charges he or she faces before proceeding with the Florida Bar." As to the misuse by an attorney of property entrusted to him for a specific purpose, Respondent was not representing Mr. Cusick during the time within which he stored the weapons at his residence. Respondent's representation of Mr. Cusick ceased at the time of the plea conference held on October 2, 1996. It was brought to Mr. Cusick's attention that he was not to own or possess weapons during the term of his probation. He advised the court he had an extensive collection and did not know how to dispose of them. Respondent volunteered to take the weapons and hold them until the term of probation was completed.

In addition, Mr. Cusick had no qualms or misgivings about the representation provided by Respondent in both the domestic battery case and the dissolution case. This was of inquiry by the Referee at the hearing on the 25th of February, 1999. Mr. Cusick was compensated for the missing weapons; in addition to that he was compensated for the refurbishment of said weapons that he claimed were damaged.

Considering the facts and circumstances in the case at bar as outlined at the hearing before the Referee on February 25, 1999, there is a question as to representation of the client. It is Respondent's position that a 91-day suspension is not warranted, considering the facts and circumstances.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U.S. mail this 15th day of October, 1999 to: David M. Barnovitz, The Florida Bar, 5900 North Andrews Avenue, Suite 835, Ft. Lauderdale; John A. Boggs, The Florida Bar, 650 Apalachee Parkway, Tallahassee, FL 32399-2300; John F. Harkness, Jr., The Florida Bar, 650 Apalachee Parkway, Tallahassee, FL 32399-2300.

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