

**IN THE SUPREME COURT OF FLORIDA
(Before a Referee)**

THE FLORIDA BAR,

Complainant,

v.

VENOL C. ADAMS,

Respondent.

**Supreme Court Case
No. SC09-836**

**The Florida Bar File
No. 2008-50,668(17C)**

REPORT OF REFEREE

I. SUMMARY OF PROCEEDINGS:

The Florida Bar filed its formal complaint against respondent on or about May 11, 2009. Thereafter, the undersigned was appointed to preside as referee in this proceeding by order of the Chief Judge of the Fifteenth Judicial Circuit. The parties have presented to me a Conditional Guilty Plea and Consent Judgment, which has been approved by The Florida Bar Board of Governors' designated reviewer. After due deliberation, I have determined to recommend that respondent's Conditional Guilty Plea and Consent Judgment be approved, for the reasons set forth herein. The pleadings and all other papers filed in this cause, which are forwarded to the Supreme Court of Florida with this report, constitute the entire record.

During the course of these proceedings, respondent was represented by Kevin P. Tynan and The Florida Bar was represented by Ronna Friedman Young.

II. FINDINGS OF FACT:

Jurisdictional Statement: Respondent is, and at all times mentioned during this investigation was, a member of The Florida Bar, and subject to the jurisdiction and Disciplinary Rules of the Supreme Court of Florida.

Narrative Summary:

A. On or about December 10, 2004, respondent notarized the signatures of the grantors on two quit claim deeds, which deeds were recorded in the public records of Indian River County, Florida. Copies of said deeds were attached to the complaint as Exhibit A and Exhibit B.

B. The grantors on both deeds are listed as Hugh C. Turner and Leroy Turner.

C. The grantee on both deeds is listed as WXM Development, LLC (hereinafter “WXM”), an entity that was formed by respondent.

D. At some point in time, respondent became the resident agent and a managing member of WXM. Prior to that time, the respondent was not a principal of WXM.

E. Both deeds were prepared by attorney Johanne Foster, who worked with respondent at a firm known as the Universal Law Center, LLC.

F. WXM occupied office space on the same floor as respondent's law practice with the Universal Law Center.

G. Although respondent acted as the notary on the deeds, the deeds were not signed or acknowledged in his presence.

H. The recitation by respondent in his notarization that the grantors "personally appeared" before him and that they "acknowledged" before him that they "executed the same freely and voluntarily for the purposes expressed herein" was false or fraudulent when, in truth and in fact, the grantors did not appear before him and they did not acknowledge anything before him.

I. Leroy Turner did not sign either deed.

J. Although Hugh C. Turner is listed as a grantor on both deeds, Hugh C. Turner had no legal or equitable interest in the real property represented by the second deed, Exhibit B to the complaint.

K. According to Hugh C. Turner, he signed only one deed (for the piece of property which was owned jointly by Hugh C. Turner and Leroy Turner represented by Exhibit A), and respondent was not present at the time of signature.

L. Further, according to Hugh C. Turner, the one deed (Exhibit A) was brought to him by Dennis Jones, respondent's employee, and Hugh C. Turner signed his own name as well as his brother's name to that deed in Jones' presence.

M. Although Natburn Harrison is listed as a witness on both deeds, Mr. Harrison was not, in fact, present as a witness.

N. Natburn Harrison is respondent's friend and business associate.

O. According to Dennis Jones, he received the two deeds from respondent, which he took to Hugh C. Turner to be signed.

P. Further, according to Jones, he saw Hugh C. Turner sign his own name as well as Leroy Turner's name and at that time, respondent, Natburn Harrison, and Leroy Turner were not present.

Q. When Jones met with Hugh C. Turner, Jones delivered two checks to him (one made payable to Hugh C. Turner and one made payable to Leroy Turner), which checks were drawn on respondent's law firm operating account.

R. Each check was in the amount of \$14,500.00.

S. The check, dated December 2, 2004, made payable to Hugh C. Turner was initially returned for insufficient funds but then cleared after re-deposit. A true copy of this check was attached to the complaint as Exhibit C.

T. Hugh C. Turner understood that the checks for \$14,500.00 represented the proceeds for the sale of the one piece of property (represented by Exhibit A). It is the respondent's position that these checks were the cash consideration for both deeds and that the brothers would be sharing in the overall proceeds of the development project as further consideration for the transfer of these two lots.

U. No compensation changed hands with respect to the second deed.

V. There were no contracts between the Turners and WXM for the sale of the two pieces of property represented by the quit claim deeds.

W. There were no closing statements with respect to the transactions represented by the quit claim deeds.

X. In or about July of 2006, Joanne Foster was engaged by WXM to do the title work to close a sale from WXM to City First Mortgage of certain property including property obtained from the Turners.

Y. In this regard, Ms. Foster prepared a warranty deed transferring ownership of the property from WXM to City First Mortgage Corp. A true copy of this deed was attached to the complaint as Exhibit D.

Z. Although the deed prepared by Ms. Foster from the Turners to WXM listed the lot size of the property as 165 feet x 820 feet (as reflected by Exhibit B), the deed prepared by Ms. Foster from WXM to City First Mortgage (as reflected by Exhibit D) increased the lot size for the same piece of property (the first parcel of property listed on Exhibit D) to 165 feet x 1,320 feet.

AA. Accordingly, the deed from WXM to City First Mortgage (Exhibit D) included about an additional 500 feet of property, which had not been conveyed to WXM. The respondent was not involved in the preparation of this deed.

BB. Respondent signed this deed on behalf of WXM as the grantor.

CC. The Florida Bar has asserted that when respondent signed this deed conveying the property from WXM to City First Mortgage, he knew the notarization on the deed, which purportedly conveyed the property to WXM (Exhibit B), was false. It is the respondent's position that he had no independent recollection of the execution of the prior deeds and believed that the execution of the WXM to Citi First Mortgage deed was appropriate.

DD. The deed from WXM to City First Mortgage was recorded in the public records of Indian River County.

EE. At the time that the bar's complaint in this matter was prepared, civil litigation was pending by Leroy Turner against Hugh C. Turner, WXM and City First Mortgage. WXM defaulted in that proceeding. An Amended Final Judgment was entered in the civil litigation on or about June 11, 2009. According to the Amended Final Judgment, the deed (Exhibit B) was a fraudulent transfer of the property to WXM and neither Leroy Turner nor Hugh C. Turner received any consideration for the transfer of the property to WXM. It was also uncontroverted in the civil litigation that Leroy Turner did not sign either of the two quit claim deeds. The Court further found that the fraudulent quit claim deed failed to meet the statutory requirements for execution and notarization and was void *ab initio*. The cloud in title (represented by Exhibit B) was removed, and title was quieted in favor of Leroy Turner.

III. RECOMMENDATION AS TO WHETHER RESPONDENT SHOULD BE FOUND GUILTY:

My recommendation as to guilt is as follows:

A. By the conduct set forth above, respondent violated Rules Regulating the Florida Bar: **R. Regulating Fla. Bar 3-4.3** [The commission of a lawyer of any act that is unlawful or contrary to honesty or justice whether the act is committed in the course of the attorney's relations as an attorney or otherwise...may constitute a cause for discipline.]; **R. Regulating Fla. Bar 4-8.4(c)** [A lawyer shall not: (c) engage in conduct involving dishonesty, fraud, deceit, or misrepresentation...]; and/or **R. Regulating Fla. Bar 4-8.4(d)** [A lawyer shall not: (d) engage in conduct in connection with the practice of law that is prejudicial to the administration of justice...].

IV. RECOMMENDATION AS TO DISCIPLINARY MEASURES TO BE APPLIED:

I recommend that respondent receive a 90 day suspension from the practice of law. Further, respondent shall pay the costs of this proceeding. It is recommended such costs be charged to respondent and that interest at the statutory rate shall accrue.

The Florida Standards for Imposing Lawyer Sanctions support the imposition of a suspension. The applicable standard is as follows:

6.12 Suspension is appropriate when a lawyer knows that false statements or documents are being submitted to the court or that material information is improperly being withheld, and takes no remedial action.

I am satisfied that a 90 day suspension and payment of The Florida Bar's costs in this matter are necessary to meet the Court's criteria for appropriate sanction: attorney discipline must protect the public from unethical conduct and have a deterrent effect while still being fair to respondents. The Florida Bar v. Pahules, 233 So.2d 130,132 (Fla. 1972).

V. PERSONAL HISTORY AND PAST DISCIPLINARY RECORD:

I considered the following personal history and prior disciplinary record of respondent, to wit:

A. Personal History of Respondent:

Age: 42

Date Admitted to the Bar: October 9, 1996

B. Aggravating Factors: 9.22

(i) substantial experience in the practice of law.

C. Prior Discipline: None

D. Mitigating Factors: 9.32

(a) absence of a prior disciplinary record;

(e) full and free disclosure to disciplinary board or cooperative attitude toward proceedings;

(g) character or reputation;

(j) interim rehabilitation;

(l) remorse.

VI. STATEMENT OF COSTS AND MANNER IN WHICH COSTS SHOULD BE TAXED:

I find that The Florida Bar has incurred reasonable costs in the matter and that same should be assessed against the respondent, as follows:

A.	Grievance Committee Level Costs:		
1.	Court Reporter Costs	\$	542.70
2.	Bar Counsel Travel Costs	\$	- 0 -
3.	Copy Costs	\$	- 0 -
4.	Mailing Costs	\$	- 0 -
B.	Referee Level Costs:		
1.	Court Reporter Costs	\$	75.00
2.	Deposition Transcripts	\$	- 0 -
3.	Bar Counsel Travel Costs	\$	45.38
4.	Mailing Costs	\$	- 0 -
C.	Administrative Costs	\$	1,250.00
D.	Miscellaneous Costs:		
1.	Investigator Costs	\$	- 0 -
2.	Witness Fees	\$	- 0 -
3.	Copy Costs	\$	- 0 -
4.	Telephone Charges	\$	- 0 -
5.	Translation Services Fees	\$	- 0 -
6.	Auditor Costs	\$	- 0 -
	TOTAL ITEMIZED COSTS:	\$	<u>1,913.08</u>

It is apparent that other costs have or may be incurred. It is recommended that such costs be charged to respondent and that interest at the statutory rate shall

accrue and that should such cost judgment not be satisfied within thirty days of said judgment becoming final, respondent shall be deemed delinquent and ineligible to practice law, pursuant to R. Regulating Fla. Bar 1-3.6, unless otherwise deferred by the Board of Governors of The Florida Bar.

Dated this _____ day of _____, 2009.

TED BOORAS, Referee

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the original of the foregoing Report of Referee has been mailed to **THE HONORABLE THOMAS D. HALL**, Clerk, Supreme Court of Florida, 500 South Duval Street, Tallahassee, Florida 32399-1927, and that copies were mailed by regular U.S. mail to the following: **STAFF COUNSEL**, The Florida Bar, 651 East Jefferson Street, Tallahassee, Florida 32399-2300; and **RONNA FRIEDMAN YOUNG**, Bar Counsel, The Florida Bar, Lake Shore Plaza II, 1300 Concord Terrace, Suite 130, Sunrise, Florida 33323; and **KEVIN P. TYNAN**, counsel for respondent, 8142 North University Drive, Tamarac, Florida 33323 on this _____ day of _____, 2009.

TED BOORAS, Referee