

IN THE SUPREME COURT OF FLORIDA

THE FLORIDA BAR,

Complainant,

v.

CESAR J. DOMINGUEZ,

Respondent.

Supreme Court Case No.  
SC-

The Florida Bar File Nos.  
2019-70,193(11A) and  
2019-70,477(11A)

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**COMPLAINT**

The Florida Bar, Complainant, files this Complaint against Cesar J Dominguez, the respondent, pursuant to the Rules Regulating The Florida Bar and alleges:

1. Respondent is and was, at all times mentioned herein, a member of The Florida Bar, admitted on May 21, 1999, and he is subject to the jurisdiction of the Supreme Court of Florida.

2. Respondent resided and practiced law in Miami-Dade County, Florida, at all times material to this complaint.

3. The Eleventh Judicial Circuit Grievance Committee "A" found probable cause to file this complaint pursuant to Rule 3-7.4, of the Rules Regulating The Florida Bar, and this complaint has been approved by the presiding member of that committee.

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4. Respondent entered into an escrow agreement with LBTP Investments, LLC (seller) and Parcours Invest LLC (buyer) to hold \$186,000.00 in escrow pending certain release conditions on or about July 15, 2016.

5. Respondent's law firm, Law Offices of Dominguez and Associates, P.A., was listed as the escrow agent.

6. Respondent signed the agreement on behalf of the Law Office of Dominguez and Associates, P.A. acknowledging acceptance and receipt of the funds to be held in escrow in accordance with the terms and conditions of the Settlement Agreement and Escrow Agreement.

7. The release conditions required the \$186,000.00 be held in escrow until the seller delivered one of the following:

- a. A written and duly executed release and hold harmless instrument from Robert Ingham and his brokerage firm releasing Buyer and its agents from any and all liability related to any compensation, fees or commission and other monies that may be due Ingham under the Contract or related to the Property; or
- b. A final non-appealable Court Order declaring that Ingham and his brokerage firm is not entitled to a commission/fee or other compensation or monies related to the Property.

8. Respondent received \$186,000.00 into his trust account on July 15, 2016.

9. A dispute arose with regard to the real estate contract and a lawsuit was filed over the \$186,000.00 in brokerage fees held in escrow. The lawsuit was styled *Distinguished Real Estate Services, LLC v. NRG Home Sale.com, Inc., Robert N Ingham, RI Law, P.A., and LBTP Investments, LLC*, case number 2017-000139-CA-01.

10. Respondent entered an appearance in case number 2017-000139-CA-01, on behalf of LBTP Investments, LLC (defendants), on or around June 7, 2017.

11. On September 5, 2017, a Final Summary Declaratory Judgment order was entered in case number 2017-00139-CA-01, directing that the \$186,000.00 held in escrow be disbursed to “the Plaintiff in this action, as the Plaintiff is the only real estate broker entitled to any commissions under the Listing Contract.”

12. An appeal was filed on October 5, 2017, in the Third District Court of Appeal, case number 3D17-2201.

13. That appeal was not final until on or around September 23, 2018, when the mandate was issued in case number 3D17-2201.

14. Respondent represented to the court and parties involved that he would not distribute the escrow fees during the pendency of the litigation.

15. In a June 12, 2017, Memorandum of Law in Opposition to Defendant's Motion to Direct Cesar Dominguez to Deposit \$186,000 into Court Registry filed in the trial court, respondent stated that the \$186,000.00 remained in escrow pursuant to the escrow agreement.

16. Nonetheless, respondent admits he improperly released the funds he was required to hold in escrow in violation of terms and conditions of the Settlement Agreement and Escrow Agreement.

17. In fact, respondent's trust account statement shows a beginning balance of \$6,065.87 and an ending balance of \$3,065.84 for the month of June 2017.

18. Following the filing of a grievance with The Florida Bar, complainant informed The Florida Bar that he received a cashier's check from respondent "for the compromised amount owed from his trust account" on or around October 24, 2018.

19. By reason of the foregoing, respondent has violated the following Rules Regulating The Florida Bar: 3-4.3 (Misconduct and Minor Misconduct); Rule 4-1.15 (Safekeeping Property); Rule 4-3.3(a) (Candor to the Tribunal; False Evidence; Duty to Disclose); Rule 4-4.1 (Transactions with Persons Other than Clients; Truthfulness in Statements to Others); 4-8.4(c) (A lawyer shall not engage

in conduct involving dishonesty, fraud, deceit, or misrepresentation); 5-1.1 (Trust Accounts).

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20. Respondent was the escrow agent in connection with a real estate contract between Alexander and Bonnie Angueira (sellers) and Jesus Fernandez and Yunia Hernandez (buyers) for a property located at 10701 SW 62nd Avenue, Pinecrest, Florida 33158.

21. Pursuant to paragraph thirteen of the real estate contract, the escrow agent was to immediately deposit the funds held in escrow.

22. Respondent, however, never deposited the escrow proceeds into his into his trust account.

23. Respondent sent an escrow receipt verification to Josie Wang, Avatar Real Estate Services, Listing Broker, and Magnolia Isusi, Miami New Realty, Cooperating Broker, affirming that the initial \$50,000.00 was received in escrow on February 20, 2017, pursuant to the real estate contract.

24. However, respondent's trust account shows no such deposit for the month of February 2017. Rather, the ending account balance for the month was \$6,465.87.

25. Respondent sent an escrow receipt verification to Josie Wang, Avatar Real Estate Services, Listing Broker, and Magnolia Isusi, Miami New Realty,

Cooperating Broker, affirming that an additional deposit of \$150,000.00 was received in escrow on March 6, 2017, pursuant to the real estate contract.

Therefore, respondent should have been holding in escrow \$200,000.00.

26. However, respondent's trust account shows no such deposit for the month of March 2017. Rather, the ending account balance for March 2017 was \$465.87.

27. The closing on the property did not occur, and the sellers demanded the funds in escrow be released to them as a result of the buyer's alleged breach of contract.

28. At all times material, respondent represented that he held the \$200,000.00 in escrow.

29. On or around March 19, 2018, the trial court entered a Final Judgment Against Defendants Jesus Fernandez Torna and Yunia Hernandez finding them jointly and severally responsible for the \$200,000.00 based on their material breach of the contract without justification.

30. Respondent acknowledged before the trial court that he had returned the funds to the defendants in violation of his duties as escrow agent on or around March 5, 2018.

31. As a result, on or around March 23, 2018, respondent was added as a defendant in case number 2017-013348-CA-01, and he paid a portion of the judgment to the plaintiffs.

32. By reason of the foregoing, respondent has violated the following Rules Regulating The Florida Bar: 3-4.3 (Misconduct and Minor Misconduct); Rule 4-1.15 (Safekeeping Property); Rule 4-4.1 (Transactions with Persons Other than Clients; Truthfulness in Statements to Others); 4-8.4(c) (A lawyer shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation); 5-1.1 (Trust Accounts).

**WHEREFORE**, The Florida Bar prays the respondent, Cesar J Dominguez, will be appropriately disciplined in accordance with the provisions of the Rules Regulating The Florida Bar as amended.

*Keri T. Joseph*

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### **CERTIFICATE OF SERVICE**

I certify that this document has been e-filed with The Honorable John A. Tomasino, Clerk of the Supreme Court of Florida, with a copy provided via e-mail to Cesar J Dominguez, at [cesar@dominguezassociateslaw.com](mailto:cesar@dominguezassociateslaw.com); and that a copy has been furnished by United States Mail via certified mail No. 7017 3380 0000 1082 8758, return receipt requested to Cesar J Dominguez, whose record bar address is Law Office of Dominguez & Associates, P.A., 2000 Ponce De Leon Blvd, Ste 628, Coral Gables, Florida 33134-4422; and via e-mail to Keri T. Joseph, Bar Counsel, [kjoseph@floridabar.org](mailto:kjoseph@floridabar.org), on this 30th day of April, 2020.



Patricia Ann Toro Savitz  
Staff Counsel



**NOTICE OF TRIAL COUNSEL AND DESIGNATION OF PRIMARY  
EMAIL ADDRESS**

PLEASE TAKE NOTICE that the trial counsel in this matter is Keri T. Joseph, Bar Counsel, whose address, telephone number and primary email address are: The Florida Bar, Miami Branch Office, 444 Brickell Avenue, Rivergate Plaza, Suite M-100Miami, Florida 33131-2404, (305) 377-4445, [kjoseph@floridabar.org](mailto:kjoseph@floridabar.org). Respondent need not address pleadings, correspondence, etc. in this matter to anyone other than trial counsel and to Patricia Ann Toro Savitz, Staff Counsel, The Florida Bar, 651 E Jefferson Street, Tallahassee, Florida 32399-2300, [psavitz@floridabar.org](mailto:psavitz@floridabar.org).

**MANDATORY ANSWER NOTICE**

RULE 3-7.6(h)(2), RULES REGULATING THE FLORIDA BAR,  
PROVIDES THAT A RESPONDENT SHALL ANSWER A COMPLAINT.