SUPREME COURT OF NEW JERSEY
Disciplinary Review Board
Docket Nos. DRB 00-234 and DRB 00-235

IN THE MATTER OF

SCOTT E. WALTERSCHIED

AN ATTORNEY AT LAW

Decision

Argued: October 19, 2000

Decided: March 26, 2001

Steven F. Ritardi appeared on behalf of the District X Ethics Committee.

Respondent appeared *pro se*.

To the Honorable Chief Justice and Associate Justices of the Supreme Court of New Jersey.

These matters were before us based on two separate recommendations for discipline filed by the District X Ethics Committee ("DEC"). The two formal complaints charged respondent with violations of *RPC* 8.4(c) (conduct involving dishonesty, fraud, deceit or

misrepresentation) (DRB Docket No. 00-234) and *RPC* 1.1(a) (gross neglect), *RPC* 1.3 (lack of diligence), *RPC* 1.4(a) and (b) (failure to communicate with client), *RPC* 1.5(a) (failure to prepare written fee agreement), *RPC* 8.4(c) and *RPC* 8.4(d) (conduct prejudicial to the administration of justice) (DRB Docket No. 00-235).

Respondent was admitted to the New Jersey bar in 1992. On November 6, 2000 he consented to being temporarily suspended until the final disposition of numerous ethics grievances pending against him before two district ethics committees. In addition, pending before us are two default matters alleging that respondent failed to pursue the clients' interests, failed to communicate with them and failed to cooperate with disciplinary authorities.

* * *

Respondent did not appear at the DEC hearing held on April 27, 2000.[1] On April 11, 2000, respondent notified the presenter that he would be in California from April 13 through April 25, 2000. Because the hearing was scheduled for April 27, 2000, the presenter saw no scheduling conflict. Two days before the scheduled hearing, respondent "faxed" to the presenter a request for an adjournment, stating that he was still in California on business. The presenter advised respondent to direct his adjournment request to the panel chair.

[1] The hearings in the matters under District Docket Nos. X-98-102E and X-99-040E took place on the same date.

Respondent did so. The panel chair immediately "faxed" a reply to respondent, denying his adjournment request for failure to show good cause. Respondent had not previously asked for adjournments. The panel chair remarked that, pursuant to the court rules, disciplinary proceedings take priority over all other matters and that attorneys are required to "completely clear their calendars with respect to other matters to discharge their responsibilities under our Court Rules regarding ethics proceedings." The ethics hearing, thus, proceeded in respondent's absence.

* * *

At oral argument before us, respondent requested an adjournment, which we denied. Respondent also orally made a motion to supplement the record or for a remand, claiming that "if there was a fact-finding hearing in which I can be present, there would be a lot of facts that would be brought out . . . ." After taking the matter under advisement, we determined to deny the motion.

The Perdomo Matter - Docket No. DRB 00-234 (District Docket No. X-98-102E)

In June 1998, respondent approached Jacqueline Perdomo, a dancer at a "gentlemen's club"and asked her to meet with him after she had finished dancing. Perdomo met with respondent, who told her that he worked for the William Morris Agency ("WMA"), an

entertainment agency. Respondent showed Perdomo a business card indicating that he was Assistant General Counsel for WMA and expressed an interest in becoming her manager. When Perdomo expressed doubt about respondent's affiliation with that agency, respondent assured her that he was also a lawyer and that he would not jeopardize his attorney status by lying to her. A few days later, respondent approached Perdomo at the club again, offering his assistance in getting acting jobs for her and reassuring her about his connection with WMA. Respondent talked to Perdomo about signing a formal management agreement and discussed some details, such as putting together her resumé and obtaining a union card.

At a third meeting, respondent gave Perdomo the format of a resumé to follow, when preparing her own. The sample resumé had a web site for WMA, with a password marked by asterisks. Respondent pointed out to Perdomo that his access to this password was evidence that he actually worked for WMA. At one point, Perdomo contacted WMA to confirm respondent's employment. She was told, however, that WMA could not give out that information.

Respondent reviewed with Perdomo a management agreement that he had sent her before their third meeting. Although Perdomo was reluctant to sign the agreement without having it reviewed by an attorney, respondent pointed out that he was an attorney and that she could save money if she allowed him to act both as her manager and her lawyer. Instead of advising Perdomo to seek the advice of independent counsel, thus, respondent discouraged her from doing so.

On June 25, 1998 respondent and Perdomo signed an agreement requiring respondent to obtain "job opportunities and placements in entertainment related activities" for Perdomo, in exchange for twenty percent of the earnings received from those jobs. The agreement also provided, in part, as follows:

> **Special Provision**. The Firm [Scott E. Walterschied, LLP] has advised the Client that Scott E. Walterschied, Esq. is Assistant General Counsel for the William Morris Agency. Further Client has been informed that this Agreement is with the firm and not the William Morris Agency. At any time during the term of this Agreement, Client, at the firm's desire, shall re-negotiate the terms of this Agreement only with the William Morris Agency.

At respondent's request, Perdomo gave him $500 to obtain a Screen Actors Guild ("SAG") card for her. Respondent explained to Perdomo that, as a union member, she would obtain entertainment jobs more quickly. Respondent never got a SAG card for Perdomo. Despite Perdomo's request and respondent's promise to refund her money, respondent never returned the $500. In 1999, Perdomo obtained a SAG card without any assistance from respondent.

On July 4, 1998 respondent suggested that Perdomo meet him later that evening at an "industry party" held at a nightclub. Respondent mentioned that Perdomo could meet people in the entertainment industry at the party and advance her career. Perdomo agreed. When she met respondent at the nightclub, however, she began to suspect that the party was not as respondent had represented to her. Indeed, according to Perdomo, respondent did not introduce her to anyone, became intoxicated and made unwelcome advances toward her.

By this time, respondent was telephoning Perdomo five to six times a day at all hours. Although Perdomo asked respondent to stop calling her at unreasonable hours, he continued to do so. On many occasions, respondent simply hung up, when Perdomo answered the telephone. Because Perdomo subscribed to a caller identification service, she knew that respondent was placing the calls. Perdomo recorded many of these telephone conversations with respondent.[2]

At one point, respondent indicated to Perdomo that he would arrange an interview for her for a "veejay" job with MTV, owned by Viacom. When Perdomo contacted Viacom, she was told that no one there knew respondent and that only certain casting directors, excluding respondent, hired veejays for MTV. Although Perdomo asked respondent to send her a list of clients for whom he had obtained entertainment jobs, he never complied with her request.

Sometime in July 1998, Perdomo contacted another attorney, Steven J. Martino, because she wanted (1) the management agreement with respondent terminated, (2) the harassment from respondent to cease and (3) the return of the $500 that she had paid respondent. Even after Martino sent respondent a July 31, 1998 letter advising him not to contact Perdomo, respondent continued to telephone her. Presumably, Perdomo and respondent had consented to cancel the management agreement, as Martino's letter made a reference to such an understanding.

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[2] The tape recordings of those telephone conversations were introduced into evidence and have been transcribed and distributed to us.

At the ethics hearing, a March 12, 1999 letter from Donald Aslan, a senior vice-president of WMA, was introduced into evidence. The letter stated that respondent was never employed by WMA.

Ed Borges, the grievant in the matter under Docket No. DRB 00-235, discussed below, testified briefly at the *Perdomo* hearing. Although Borges had no connection with *Perdomo*, he asserted that, at an April 9, 1999 meeting, respondent gave him a business card indicating that he was Assistant General Counsel for WMA. Borges had contacted respondent for legal services on behalf of a family member.

Although respondent did not file an answer to the complaint or appear at the *Perdomo* hearing[3], he submitted an October 7, 1999 letter to the DEC secretary setting forth his position:

> 1. I currently reside in the west Hollywood area and cannot respond timely to all correspondences of the Committee.
>
> 2. I never represented Ms. Perdomo in a legal capacity and never performed legal services of any form for the benefit of Ms. Perdomo.
>
> 3. Ms. Perdomo asked me to assist her in obtaining work in the entertainment field. I was to do this through my connection in the entertainment industry. Further, I had obtained assurances of job placement in the Agent Training Program with WMA and CAA. I had made this known to Ms. Perdomo.
>
> 4. The business card representing employment with WMA is not mine and I never had the cards made or distributed the same.

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[3] The record does not explain why the matter did not proceed as a default.

5. Finally, I decided not to assist Ms. Perdomo because she lied in her resume forwarded to me. In fact her entire resume was false. As examples, Ms. Perdomo claimed to be a member of SAG and AFTA unions of which she was not and she claimed to work on various television and motion pictures of also [sic] which she did not. After advising Ms. Perdomo of my reluctance to assist her, she became furious and promised to exact revenge. Further, a man claiming to be her finance [sic] call [sic] me on several occasions after this time in order to threaten me by physical force.

   The above is an accurate depiction of the facts in this matter. No monies or services were ever provided to Ms. Perdomo and her claims are false and fraudulent evidence has been submitted to the Committee.

In turn, Perdomo testified that, because she did not change her resumé to reflect her SAG membership until after she had joined that organization, her resumé was accurate.

The Borges Matter - Docket No. DRB 00-235 (District Docket No. X-99-040E)

At the beginning of the hearing in this matter, the hearing panel granted the presenter's motion to dismiss the charge of a violation of *RPC* 1.5 (failure to prepare a written fee agreement).

In March 1999 Ed Borges asked respondent to represent his brother, James, who was incarcerated at the Hudson County Correctional Facility. Borges had been referred to respondent by a friend, Gerard Jiminez. Respondent told Borges that he was an experienced criminal attorney, that the matter was "very easy", that he would arrange for the family to visit James and that he would obtain James' release as soon as possible. Respondent added, however, that he could not take any action on James' behalf until Borges paid him a $1,500

retainer. Respondent added that he was charging a reduced fee due to Borges' friendship with Jiminez. Borges replied that he would have to raise the money.

After about two weeks, Borges' father sent him money orders totaling $1,500. Although respondent wanted payment immediately, Borges preferred to deposit the money orders in his checking account and then issue a check to respondent. When respondent pressed for the money, Borges stated that he had a job interview in New York City and that he could give respondent a check after his interview. Borges emphasized to respondent numerous times that the check could not be presented for payment for several days because Borges had not yet deposited the money orders. Borges later learned that respondent had presented the check for payment the next day, resulting in a $20 return check fee to Borges. The check was redeposited and honored several days later.

On April 9, 1999 respondent met Borges outside of the New York City building in which Borges' job interview had taken place. When Borges asked respondent if he had visited James in jail, as he had promised, respondent replied that, although he had not, he would do so on his way back to New Jersey. Respondent did not, however. When Borges later asked respondent if he had visited James, respondent again answered that he had not, but that he would definitely go the next morning. Several days later, James notified Borges that he still had not seen respondent and that he had a court date scheduled for April 19, 1999. When Borges contacted respondent, respondent denied that James had a court date on April 19, 1999.

As Borges continued to plead with respondent to visit James, respondent offered several excuses, including that the jail officials would not allow him access to see James. At one point, respondent told Borges that a Hudson County assistant prosecutor named G. G. was responsible for the delays. Borges then called the Hudson County prosecutor's office and learned that there was no one in the office named G. G.[4] When Borges confronted respondent with this information, respondent denied telling Borges that G. G. was the assistant prosecutor and was upset that Borges had doubted his word. Respondent then promised to see James the following Tuesday morning. However, Borges visited James on April 15, 1999, about a week later, and learned that respondent still had not contacted James. Borges again called respondent, who claimed that he had been busy, but promised to see James right away. On April 19, 1999 James went to court without any representation.

At this point, Borges' family began to suspect that Borges had taken the money orders, had not retained an attorney and had kept the funds for himself. Borges gave respondent's telephone number to James' mother and sister, encouraging them to contact respondent. When they did, respondent told them that he had not visited James because Borges had not made any payments to him. According to Borges, respondent's untrue statement created a family conflict for Borges. Thereafter, Borges demanded a refund from respondent, who claimed that Borges owed him legal fees. When Borges asked what

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[4] The hearing panel admitted into evidence photocopies of the 1999 New Jersey Lawyers' Diary indicating that G. G., Jr. is an attorney admitted in 1992 (the presenter noted that this was the same year that respondent had been admitted), who is not employed by the Hudson County Prosecutor's Office.

respondent had done to earn those fees, respondent stated that his secretary would send Borges a bill and the balance of the retainer on the following Tuesday. After waiting more than a week, Borges contacted respondent, who indicated that he had given the funds to his secretary. When Borges was unable to reach respondent after several attempts, he contacted WMA, using the phone number on the business card that respondent had given him. Borges was told that no one by that name was employed at that office.

Finally, after Borges told respondent that he had contacted the ethics authorities, respondent derided Borges and predicted that the ethics committee would not help him. With respect to this conversation, Borges testified as follows:

> I left a message explaining to him what I was going to do if I didn't receive my money, so he returned my call then. And he was acting like a child more or less the way I heard on the tape earlier[5] and he was I'm going to quote what he said well, cry -- he was making child noises like, 'Boo hoo hoo. Baby must run to the Ethics Committee. They're not going to help you.' I said, look, why don't you just stop pulling my leg, just give me my money and we'll be finished with this. Don't make me chase you around for this money. Well, I told you already that I'm going to give you your money back. You don't need to go to the Ethics Committee. And if you want to do that, go ahead. They are not going to hep you anyway, but I told you that I was going to give you your money and just wait for your money.
>
> [T29][6]

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[5] Borges was referring to the tapes that had been played at the *Perdomo* hearing.

[6] T refers to the transcript of the April 27, 2000 hearing before the DEC.

When Borges later tried to contact respondent, he discovered that respondent's telephone had been disconnected. Borges never received a refund or a bill from respondent and had no further contact with him.

According to Borges, James remained incarcerated for nineteen months and was released on a conditional discharge one week before the ethics hearing. Borges testified that his relationship with respondent caused him hardship and his family's suspicions that he had not retained an attorney, but had kept the money earmarked for legal fees, were fueled by respondent's misrepresentation that Borges had not paid him. According to Borges, he "lost his family" for nineteen months until the week before the ethics hearing, when his family finally believed him.

For his part, respondent sent the presenter a July 19, 1999 letter[7], stating as follows:

> The case being investigated was taken as a favor to a family friend who knew the Complainant. Legal services were performed and our final bill will be sent to your offices for review. Further, the retainer asked for was low in sum as compared to the case. This was done because of the source of the referral. As I previously indicated to you, this is a fee arbitration matter and should be forwarded to said committee.

* * *

[7] Because the letter predates the formal ethics complaint by about five months, it is presumed that the letter was sent in reply to the grievance.

In the *Perdomo* matter, the DEC noted that, by failing to file a verified answer and to appear at the ethics hearing, respondent offered no rebuttal evidence to the allegations of the complaint. The DEC, thus, found that the facts pleaded in the complaint had been proven by clear and convincing evidence. The DEC concluded that respondent violated *RPC* 8.4(c) by misrepresenting to Perdomo that he was an assistant general counsel with WMA and that he could assist her in finding employment opportunities in the entertainment industry. The DEC also found the following violations that were not alleged in the complaint:

- *RPC* 7.1(a) (false or misleading communications about the lawyer or his services).
- *RPC* 8.1(b) (failure to respond to a lawful demand for information from a disciplinary authority).
- *RPC* 8.4(d) (conduct prejudicial to the administration of justice).
- *RPC* 8.4(g) (conduct involving discrimination).

Presumably, the *RPC* 7.1(a) violation was based on respondent's representations that he was able to assist Perdomo in obtaining employment opportunities in the entertainment industry and that he would obtain the SAG card for her. The *RPC* 8.1(b) violation arose from respondent's failure to file an answer and to appear at the DEC hearing, while the *RPC* 8.4(d) violation stemmed from respondent's failure to appear at the hearing, which the DEC deemed to be a knowing and wilful act. Finally, with respect to the *RPC* 8.4(g) violation, the DEC concluded as follows:

> The Committee also proved by clear and convincing evidence that the Respondent violated R.P.C. 8.4(g) by engaging in a professional capacity, [in]

> conduct involving discrimination, in this case sexual harassment and race. The respondent preyed upon a struggling, young actress of Puerto Rican descent by luring her into a bogus business relationship. He then proceeded on a course of conduct of misrepresentation, fraud, harassment and threats. He made sexual advances towards her by attempting to kiss her after a party that he lured her to. In addition, he made verbal threats by telephone concerning her future employment. All of this evidence was captured on tape by the grievant . . . The Respondent's conduct with this young woman was deplorable and the Panel unanimously concludes that the Respondent is unfit for the practice of law.

The DEC recommended respondent's disbarment for his conduct in the *Perdomo* matter.

In the *Borges* matter, the DEC again noted that, because respondent failed to file an answer or appear at the hearing, the facts pleaded in the complaint were proven by clear and convincing evidence. The DEC found that respondent violated *RPC* 1.1(a) and *RPC* 1.3, by failing to take any action in James' behalf, such as visiting him at the jail or filing a court appearance. The DEC concluded that, by taking $1,500 from Borges and failing to perform any legal services, respondent stole funds and that "[t]here [was] little difference between Respondent's conduct and that of embezzlement of funds." The DEC also concluded that respondent violated *RPC* 1.4 by repeatedly avoiding Borges' telephone calls; by giving him false information, such as fabricating the name of the assistant prosecutor involved in James' case; by failing to comply with requests for information; and by disconnecting his telephone, leaving Borges with no way of reaching him. The DEC also found a violation of *RPC* 8.4(c), based on respondent's misrepresentation of the status of the case, obtaining legal fees without performing any services, absconding with the fees and presenting a bogus business

card indicating that he was associated with WMA. Finally, the DEC found that, by offering to return Borges' fees, in return for Borges' agreement not to file an ethics grievance, respondent violated *RPC* 8.4(d).

The DEC recommended respondent's disbarment as well for his conduct in the *Borges* matter.

* * *

Following a *de novo* review of the record, we find that the DEC's conclusion that respondent was guilty of professional misconduct is supported by clear and convincing evidence. We were unable to sustain several of the DEC's findings, however.

In *Perdomo*, respondent clearly violated *RPC* 8.4(c) in several instances. Indeed, he misrepresented that he was associated with the William Morris Agency. He prepared, executed and convinced Perdomo to sign a management agreement stating that he was assistant general counsel for WMA. Respondent presented a bogus business card to Perdomo indicating that he was assistant general counsel with WMA. The representation was blatantly false. The letter from Donald Aslan, a senior vice-president of WMA, denied that respondent had ever been connected with WMA and respondent's October 7, 1999 letter to the DEC revealed that he had merely been accepted in a training program with WMA.[8]

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[8] At oral argument before us, respondent offered yet another version of the events, claiming that, at the time of the management agreement with Perdomo, he had been offered employment by WMA, but had not yet decided to accept it.

a finding, to a clear and convincing standard, that this conduct rose to the level of sexual harassment.

With respect to the *Borges* matter, the DEC correctly dismissed the *RPC* 1.5 charge, because respondent had prepared a written fee agreement. Respondent, however, was guilty of numerous other infractions.[9] He was retained to represent Borges' brother, accepted a $1,500 fee for the representation, performed no legal services and refused to refund any portion of the fee, notwithstanding his agreement to do so. Despite his repeated promises to visit James at the prison, respondent never even contacted him. Also, respondent never entered an appearance in the case. He denied that James had a court date, causing James to appear in court without counsel. Respondent's failure to take any action in James' behalf constituted gross neglect and lack of diligence, in violation of *RPC* 1.1(a) and *RPC* 1.3, respectively. More seriously, respondent's conduct in having his telephone disconnected and making himself unavailable to Borges amounted to abandonment of his client's interests. We cannot find, however, that respondent's refusal to refund the $1,500 fee constituted "embezzlement of funds," as found by the DEC.

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[9] Although it is possible that respondent violated *RPC* 1.8(a) (business transaction with client), the complaint did not allege that violation and the issue was not litigated at the ethics hearing. Therefore, that finding could not be sustained.

Respondent also violated *RPC* 1.4(a) when he failed to comply with Borges' requests for information and had his telephone disconnected, precluding Borges from contacting him.

Although the complaint also charged a violation of *RPC* 1.4(b), there is no support in the record for the finding that respondent failed to explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation. Accordingly, the charge of a violation of *RPC* 1.4(b) was dismissed.

Clearly, the most serious misconduct here was respondent's violations of *RPC* 8.4(c). He made multiple misrepresentations to Borges. He repeatedly promised that he would visit James, but never did. He fabricated the name of an assistant prosecutor whom he blamed for delays in James' court proceeding and then denied having given Borges the bogus name. When James' family contacted him to confirm that Borges had paid him the $1,500, respondent denied having received the funds, misrepresenting that the reason he had not met with James was Borges' failure to pay his fees. This duplicity caused Borges family problems that continued for more than one and one-half years. Respondent then falsely stated that he would send Borges a bill and a refund of the unused retainer. He did neither. Also, as in *Perdomo*, respondent gave Borges a phony business card, representing that he was associated with the William Morris Agency. Borges discovered this deception when, trying to contact respondent, he telephoned the William Morris Agency and learned that respondent was not connected with that company. We found the above numerous misrepresentations troubling.

On the other hand, although the complaint charged respondent with a violation of *RPC* 8.4(d), there is no clear and convincing evidence of that infraction. The complaint alleged that respondent offered to refund Borges' fees, in return for Borges' agreement to forego filing an ethics grievance. Borges testified that, when he asked respondent for a refund and mentioned that he had contacted the ethics committee, respondent replied that, although Borges could do so, the ethics committee would not help him. While respondent's failure to file an answer or to appear at the hearing ordinarily would constitute an admission of the allegations of the complaint, here there was testimony on this issue. Once the presenter attempted to introduce evidence on an issue that could have been deemed admitted if left alone, he had to sustain his burden of proof. Borges' testimony, however, did not clearly and convincingly establish that respondent's return of the fee was conditioned on Borges' agreement not to contact the disciplinary authorities. We, therefore, dismissed the charge of a violation of *RPC* 8.4(d).

Finally, we found that, as in *Perdomo*, respondent's failure to file an answer in *Borges* and to appear at the hearing constituted a violation of *RPC* 8.1(b).

In sum, in *Perdomo,* respondent continually misrepresented that he was employed by the William Morris Agency, that he had connections in the entertainment industry and that he could assist Perdomo in obtaining acting roles. Moreover, he took $500 from Perdomo and neither obtained a SAG card for her nor refunded the money, despite promising to do

so. Respondent also failed to cooperate with the disciplinary authorities by not answering the complaint or appearing at the hearing.

In *Borges*, respondent accepted a legal fee and performed no legal services, grossly neglected the matter and displayed lack of diligence, causing his client to appear in court without counsel and to remain incarcerated for nineteen months. Also, respondent repeatedly misrepresented that he would take action on James' behalf, fabricated the name of an assistant prosecutor, denied that Borges had paid his fee and falsely stated that he would refund a portion of the fees. Moreover, respondent failed to communicate with Borges and to comply with his reasonable requests for information. Lastly, respondent failed to cooperate with the disciplinary authorities.

Typically, in matters involving the combination of ethics infractions present here, suspensions have been imposed. *See In re Daly*, 156 *N.J.* 541 (1999) (three-month suspension imposed where, in one matter, the attorney failed to file a motion on his client's behalf, failed to inform his client of his inaction, failed to deliver funds to his client promptly and fabricated stories to conceal his misconduct, including misrepresenting the status of the case at least four times; the matter proceeded as a default, following the attorney's lack of cooperation with disciplinary authorities); *In re Bernstein*, 144 *N.J.* 369 (1996) (attorney suspended for three months where, in one matter, he agreed to represent the buyer in a mortgage refinance, misrepresented that he was working on the file, when in fact he took no action in her behalf, resulting in the expiration of the mortgage commitment ,

failed to communicate with his client and failed to cooperate with disciplinary authorities; attorney had received a private reprimand for similar misconduct); *In re Scalessa*, 144 *N.J.* 166 (1996) (three-month suspension where, in six matters, attorney exhibited gross neglect and lack of diligence, failed to cooperate with disciplinary authorities, failed to communicate in five of the matters, failed to turn over client property in four of the matters, made misrepresentations to clients and third parties in three of the matters, failed to provide a written retainer, made a false statement to a third-party in one of the matters and engaged in a pattern of neglect); *In re Shepard*, 140 *N.J.* 620 (1995) (one-year suspension where, in one matter, the attorney exhibited gross neglect, failed to consult with a client to pursue the client's objectives, failed to communicate with and abandoned a client and, in another matter, misrepresented the status of a case to a client and failed to cooperate with disciplinary authorities); *In re Herron* 140 *N.J.* 229 (1995) (attorney suspended for one year where, in seven matters, he failed to cooperate with disciplinary authorities, displayed a lack of diligence and failed to communicate with his clients in six of the matters, misrepresented the status of matters in two of the matters, failed to notify clients of the receipt of funds and to deliver funds in two of the matters, failed to turn over papers to his client or new counsel in one of the matters, displayed gross neglect in one of the matters and engaged in a pattern of neglect); and *In re Malfitano*, 121 *N.J.* 194 (1990) (attorney suspended for one year for pattern of neglect in three matters, misrepresentation of the status of the case in one of those matters and lack of cooperation with the disciplinary system by failing to answer the

complaint and to appear at the DEC and Board hearings). In more egregious circumstances involving more clients, a long-term suspension or disbarment could be warranted. *See, e.g., In re Holman*, 156 *N.J.* 371 (1998) (attorney disbarred where, in fifteen matters, he accepted fees from clients and then abandoned them without performing any services in their behalf and without returning the fee, thereby exhibiting gross neglect, pattern of neglect, lack of diligence, abandonment of clients and conduct involving dishonesty, fraud, deceit or misrepresentation; because the attorney failed to file an answer, the matter proceeded by default).

Here, because respondent's ethics infractions were similar to those of Shepard, Herron and Malfitano, we unanimously determined to impose a one-year suspension. Before reinstatement, respondent must submit a report from a mental health professional approved by the OAE, concluding that he is fit to practice law.

One member did not participate.

We further required respondent to reimburse the Disciplinary Oversight Committee for administrative costs.

Dated: 3/26/01

By: _____
LEE M. HYMERLING
Chair
Disciplinary Review Board

SUPREME COURT OF NEW JERSEY

DISCIPLINARY REVIEW BOARD
VOTING RECORD

In the Matter of Scott E. Walterschied
Docket No. DRB 00-234 and DRB 00-235

Argued: October 19, 2000

Decided: March 26, 2001

Disposition: One-year suspension

Members	Disbar	One-year Suspension	Reprimand	Admonition	Dismiss	Disqualified	Did not Participate
Hymerling		X					
Peterson		X					
Boylan							X
Brody		X					
Lolla		X					
Maudsley		X					
O'Shaughnessy		X					
Schwartz		X					
Wissinger		X					
Total:		8					1

Robyn M. Hill 7/6/01
Robyn M. Hill
Chief Counsel