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SUPREME COURT OF NEW JERSEY

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ROBERT C. ZMIRICH



RICHARD J. HUGHES JUSTICE COMPLEX
P.O. BOX 962
TRENTON, NEW JERSEY 08625-0962
(609) 292-1011

JULIANNE K. DECORE
CHIEF COUNSEL
ISABEL FRANK
DEPUTY CHIEF COUNSEL
ELLEN A. BRODSKY
FIRST ASSISTANT COUNSEL
LILLIAN LEWIN
DONA S. SEROTA -TESCHNER
COLIN T. TAMS
KATHRYN ANNE WINTERLE
ASSISTANT COUNSEL

March 19, 2010

VIA CERTIFIED MAIL & R.R.R.

Michael D. Landis, Esq.
800 Riverview Drive
PO Box 421
Brielle, NJ 08730

In the Matter of Michael D. Landis
Docket No. DRB 09-395
District Docket No. IX-2008-0016E
LETTER OF ADMONITION

Dear Mr. Landis:

The Disciplinary Review Board reviewed the motion for discipline by consent (admonition), filed by the District IX Ethics Committee in the above matter, pursuant to R. 1:20-10. Following a review of the record, the Board determined to grant the motion and to impose an admonition.

Specifically, in January 2008, your client, Susan Lanteri, contracted to buy a house in Spring Lake. Pursuant to the contract of sale, you held Lanteri's \$86,500 deposit in your trust account for the "as is," sale, which was contingent only upon Lanteri's ability to procure a \$1,400,000 mortgage. The contract of sale further provided that, in the event of a disagreement between the parties over the disbursement of the \$86,500 escrow, the deposit monies could be placed with the court until the dispute was resolved.

In the Matter of Michael D. Landis

When Lanteri did not appear for the closing, the sellers' attorney sent you a letter stating that Lanteri was in breach of contract and that you could not disburse the escrow funds. The following day, you sent a reply letter declaring the contract null and void. You thereafter unilaterally gave the sellers' attorney two weeks to challenge the contract. When that two-week period expired, you disbursed the \$86,500 to Lanteri. Another two weeks later, the sellers' attorney approached you about a settlement, at which time you advised him that you had already disbursed the funds to your client.

You conceded that, by unilaterally disbursing the escrow funds to your client during an active dispute over entitlement to the funds, you violated RPC 1.15, presumably (c) (failure to safeguard funds).

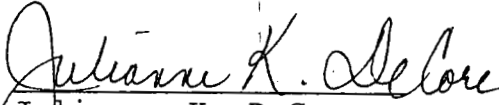
In imposing only an admonition, the Board considered that you have had no prior final discipline since your 1977 bar admission. It also considered that you handled only a handful of real estate transactions in your years at the bar and that you honestly believed that you had properly voided the contract of sale.

Your conduct has adversely reflected not only upon you as an attorney but also upon all members of the bar. Accordingly, the Board has directed the issuance of this admonition to you. R. 1:20-15(f)(4).

A permanent record of this occurrence has been filed with the Clerk of the Supreme Court and the Board's office. Should you become the subject of any further discipline, it will be taken into consideration.

The Board has also directed that the costs of the disciplinary proceedings be assessed against you. An invoice of costs will be forwarded under separate cover.

Very truly yours,


Julianne K. DeCore
Chief Counsel

JKD/sj

c: Chief Justice Stuart Rabner
Associate Justices
Mark Neary, Clerk, Supreme Court of New Jersey
Gail G. Haney, Deputy Clerk, Supreme Court of New Jersey
(w/ethics history)
Louis Pashman, Chair, Disciplinary Review Board
Charles Centinaro, Director, Office of Attorney Ethics
Ronald T. Catelli, Chair, District IX Ethics Committee
Kathleen A. Sheedy, Secretary, District IX Ethics Committee
Peter T. Orsi, Grievant